

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
September 24, 2024
9:30 A.M.

The Commissioners Court of Williamson County, Texas will meet in Regular Session at the above location, date, and time to consider the items set forth below. It is the intent of the Commissioners Court to have a quorum physically present at the meeting. Up to two (2) Commissioners Court members may participate by videoconference call in accordance with the Texas Open Meetings Act.

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 – 22)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0402.004311	Advertising - General	\$1,030.91
To	0100.0402.004999	Misc.	\$1,030.91

4. Discuss, consider, and take appropriate action on a line item transfer for Justice of the Peace, Pct. 3.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0453.004933	Food for Jurors	\$720.00
To	0100.0453.004002	Jurors, Grand Jurors, Jury Com	\$720.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0576-004102	Residential Services	10,000.00
From	0100-0576-004106	Counseling Services	15,000.00
To	0100-0576-003306	Food Service	25,000.00

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	0100.0570.003111	Kitchen Supplies	\$10,000.00
From	0100.0570.003200	Medical Supplies	\$30,000.00
From	0100.0570.004413	Personal Liability Insurance	\$15,000.00
To	0100.0570.003306	Food Services	\$55,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0499.004208	Internet Cloud Solutions	\$2,500
To	0100.0499.004544	Office Equipment Repairs	\$2,500

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-004620	Furniture/Equip Rental	\$1,200.00
To	0200-0210-003901	Publications/Books/Periodicals	\$1,200.00

9. Discuss, consider and take appropriate action acknowledging line item transfers of \$500 or less completed by the County Auditor during July-September 2024 (FY24 4th quarter).

10. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, August 2024 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
11. Discuss, consider and take appropriate action on a Music Performance License Agreement between SESAC LLC and Williamson County, Texas.
12. Discuss and take appropriate action on renewal of contract with the Texas State Library and Archives Commission for County Clerk microfilm storage and creation for FY 2024-2025.
13. Discuss, consider and take appropriate action on an Amendment to Standard Agreement with Local Governmental Entity regarding Off-Duty contracting of County Sheriff Deputies by and between Williamson County MUD #11, Williamson County Sheriff's Office and Williamson County, Texas relating to an amendment to the vehicle reimbursement amount.
14. Discuss, consider, and take appropriate action on approving Agreement #2024282 between Williamson County and Pethealth Services (USA) LLC. to participate in Petcademy with the not to exceed amount of \$9,000.00 and authorizing the execution of the agreement.
15. Discuss, consider, and take appropriate action on approving the Service Order #2024312 between Williamson County's and Astound Business Solutions for Ethernet local-area network (E-LAN) Services and internet connectivity to county building located at 9500 N. Lake Creek Parkway, Austin TX 78717 in the amount of \$2,500.00 per month pursuant to TIPS contract #230105, and authorizing the execution of the Service Order.
16. Discuss, consider and take appropriate action on approving #2024308 purchase of loaner licenses from Kronos for Information Services in the amount of \$0.00 for a six (6) month period.
17. Discuss, consider and take appropriate action on approving #2024309 purchase of loaner licenses from Kronos for Information Services in the amount of \$0.00 for a six (6) month period.
18. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for establishing an Environmental Testing and Remediation Services Pool for various county-wide projects on an as-needed basis, under RFSQ #24RFSQ74.
19. Discuss, consider and take appropriate action on Change Order No 1 to contract number 24IFB63 in the amount of \$5,450.00 for Patriot Way Milling and Overlay. Funding source: 01.0200.0210.003599.
20. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of \$75,000.00 to expire on December 31, 2025 under Williamson County Contract for Engineering Services between Atlas Technical Consultants, LLC and Williamson County dated March 19, 2024 for On Call Materials Testing and Geotechnical Engineering Services. Funding source: 01.0200.0210.004160.
21. Discuss, consider and take appropriate action on approval of the final plat for the Kauffman Loop Extension subdivision – Precinct 2.

- 22. Discuss, consider and take appropriate action on approval of the final plat for the Lariat Section 8 subdivision – Precinct 2.

REGULAR AGENDA

- 23. Acknowledge and enter into the official minutes, the hiring of employees from a newly sworn in Elected Official, Judge Terence M. Davis, of Williamson County.
- 24. Receive Purchasing Department update.
- 25. Discuss, consider and take appropriate action authorizing the County Auditor to transfer sufficient monies from cash ending balance of fiscal year 2023-2024 to balance the county budget for 2024-2025.
- 26. Discuss, consider and take appropriate action authorizing the County Auditor to make any line item transfers necessary to complete the 2023-2024 budget within individual funds.
- 27. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Non-Departmental Department in General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0409.004998	Contingencies	\$2,500,000.00

- 28. Discuss, consider, and take appropriate action on transferring \$200,000 from P489 (South San Gabriel Ranch Sub) and \$45,000 from P626 (CR 130 Widening) to P697 (Ronald Reagan Blvd Roadway Improvements West of RM 2338).
- 29. Discuss, consider and take appropriate action on setting a Public Hearing regarding the setting of the rate associated with mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2025 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health and Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.
- 30. Discuss, consider, and take appropriate action on the procurement of Property/Casualty & Workers' Compensation Insurance through Broker of Record McGriff Insurance Services under solicitation #22RFP79 for a total amount of up to \$4,790,686.76 for the term October 1, 2024 through October 1, 2025.

31. Discuss, consider, and take appropriate action on the issuance of a county-wide burn ban for a period not to exceed 90 days and to authorize the County Judge the authority to lift the order banning outdoor burning if conditions improve.
32. Discuss, consider and take appropriate action on approving a Resolution Authorizing County Grant in relation to the Texas Department of Agriculture Texans Feeding Texans: Home Delivered Meal Grant Program.
33. Discuss, consider and take appropriate action for approval of the FY2025 Family Eldercare Contract
34. Discuss, consider, and take appropriate action to adopt a fee schedule for services provided by Williamson County EMS related to CPR classes, effective October 1, 2024.
35. Discuss, consider and take appropriate action on approving an amendment to the Bonfire contract increasing the annual fee from \$51,549.99 to \$60,599.99, as per DIR contract #DIR-TSO-4363, and authorizing the execution of the agreement.
36. Discuss, consider, and take appropriate action on approving the purchase #2024299 for Election Systems and Software for Thermal ExpressVote Activation Cards, in the amount of \$113,837.66, and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(7)(D)[captive replacement parts or components for equipment] and authorize the execution of the Purchase Contract.
37. Discuss, consider, and take appropriate action on awarding RFSQ #24RSFQ61 Jail Inmate Medical Services and #24RFSQ62 Jail Inmate Psycholocial Servies to the overall best qualified respondent for each RFSQ, Family Hospital Management Company, LLC., in the amount of \$511,719.00 and authorizing the execution of the agreement.
38. Discuss, consider and take appropriate action approving an amendment for TDI Industries, Inc., extending the lead time and expiration of the contract from September 30, 2024 to January 31, 2025 and authorizing the execution of the amendment.
39. Discuss, consider, and take appropriate action on a Consent and Development Agreement between Williamson County, GRBK Edgewood, LLC, Ava Rhode and Rummel & Rohde Farms, LTD, a Texas Limited Partnership, and the proposed North Fork Municipal Utility District.
40. Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the North Barker Street contract between Williamson County and Johnson, Mirmiran & Thompson, Inc. (JMT) relating to the 2023 Road Bond Program. Project: P689. Fund Source: Road Bonds
41. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commissioner (THC), required as part of the Due Diligence Environmental Investigation on the East Wilco Highway (Southeast Loop) Segment 2 Phase 1 project, a Road Bond project in Commissioner Precinct 4. Project: P392
42. Discuss, consider and take appropriate action on an Interlocal Agreement Regarding the Participation of The City of Florence, Texas and Williamson County, Texas in the Design and construction costs related to the West Main Street project. Funding Source: Bonds P676

43. Discuss, consider and take appropriate action on a real estate contract with AveryGC, Ltd. to acquire 4.726 AC needed as right of way on the Seward Junction N. Loop project. Funding Source: TANS P588
44. Discuss, consider and take appropriate action on a Temporary Access Agreement with Patricia Daffin for survey purposes on the Corridor A-2 project. Funding Source: TANS P588
45. Discuss, consider and take appropriate action on a Possession and Use Agreement for Transportation Purposes with 2600 Bluebonnets, LLC to acquire 5.640 AC required as right of way on the Corridor A-2 project. Funding Source: TANS P588
46. Discuss, consider and take appropriate action on an Interlocal Agreement regarding the participation of the City of Thrall, Texas and Williamson County, Texas in the design and construction costs related to the North Barker Street project. Funding Source: Bonds P689

EXECUTIVE SESSION

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

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

Preliminary discussions relating to the 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 CR 143
 - c) Discuss the acquisition of real property for County Facilities.
 - d) Discuss the acquisition of real property for CR 255.
 - e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
 - f) Discuss the acquisition of real property for the future SH 29 corridor.
 - g) Discuss the acquisition of right-of-way for Hero Way.
 - h) Discuss the acquisition of right-of-way for E. Wilco Highway.
 - i) Discuss the acquisition of right-of-way for Corridor A-2.
 - j) Discuss the acquisition of right-of-way for Corridor B
 - k) Discuss the acquisition of right-of-way for Corridor C.
 - l) Discuss the acquisition of right-of-way for Corridor D.
 - m) Discuss the acquisition of right-of-way for Corridor E.
 - n) Discuss the acquisition of right-of-way for Corridor F
 - o) Discuss the acquisition of right-of-way for Corridor H
 - p) Discuss the acquisition of right of way for Corridor J.
 - q) Discuss the acquisition of right of way for Corridor K.
 - r) Discuss the acquisition of right of way for Corridor I.
 - s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.

- t) Discuss the acquisition of right-of-way for CR 313.
- u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
- v) Discuss the acquisition of right of way for CR 314.
- w) Discuss the acquisition of real property for the Seward Junction Loop
- x) Discuss the acquisition of real property for CR 110N
- y) Discuss acquisition of real property located near 6531 RM 2243, Leander, Texas
- z) Discuss the acquisition of real property for the Long Range Transportation Plan.
- aa) Discuss property located at 9500 Lake Creek Parkway, Austin, TX 78717
- bb) Discuss the acquisition of real property for Williamson County Justice Center and Corrections Facilities

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to the proposed or potential sale or lease of property owned by the County

- a) Discuss country-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 at 747 County Rd. 138 Hutto, Texas
- d) Discuss Blue Springs Blvd. property

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

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

- a) Project Skyfall
- b) Project SoulBrain
- c) Project School Bus
- d) Project Lunch Lady
- e) Project History

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

a. General:

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

b. Litigation:

1. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas/County of Williamson v. Purdue Pharma, L.P., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas.
2. Civil Action No. 1:21-cv-00074-LY; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
3. Civil Action No. 1:21-cv-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. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas

12. 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

13. 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

14. 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

15. Civil Action No. 1:24-cv-00318-DII; Laura Pressley et al. v. Jane Nelson et al.; In the United States District Court for the Western District of Texas, Austin Division

16. Civil Action No. 1:23-cv-00759-RP; Derrick Neal v. Williamson County and Cities Health District, et al.; In the United States District Court for the Western District of Texas, Austin Division

17. Cause No. 23-2566-C480; Williamson County, Texas v. DM Medical Billings, LLC and Dina Mueller; In the 480th Judicial District Court; Williamson County, Texas

18. Cause No. 23-0195-C425; Maria Barroyeta Rojas v. Paul Schmidt, et al.; In the 425th Judicial District Court of Williamson County, Texas

19. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas

c. Administrative Complaints:

d. Claims:

1. Claim No. 02172024-560-225 - auto liability claim from Juan Carlos Gomez-Jaramillo for incident occurring on or about February 17, 2024 at or near 3417 Sam Bass Road, Round Rock, Texas 78681.

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, laws and proceedings pertaining to attorney client privileged communications relating to county business.

4. Legal matters pertaining to the CJC North Roof Replacement Project and Contract for Construction Between Williamson County, Texas, and Texas Fifth Wall Roofing Systems, Inc.

5. Legal matters relating to James Construction's claims on the SE Loop (East Wilco Hwy) Segment 1 Project

- 50.** Discuss security assessments or deployments relating to information resources technology; network security information as described by Texas Gov't Code Section 2059.055(b); and/or (3) the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices. (Executive Session as per Texas Gov't. Code § 551.089).

51. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).
52. Discuss the deployment or specific occasions for implementation of security personnel or devices; or security audits in relation to the Williamson County Justice Center/Williamson County Courthouse (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

53. Discuss and take appropriate action concerning economic development.
54. Discuss and take appropriate action concerning real estate.
55. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:
 - a. **General:**
 1. Litigation or claims or potential litigation or claims against the County or by the County
 2. Status Update-Pending Cases or Claims
 3. Employee/personnel related matters
 4. Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - b. **Litigation:**
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 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. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
12. 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
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14. 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
15. Civil Action No. 1:24-cv-00318-DII; Laura Pressley et al. v. Jane Nelson et al.; In the United States District Court for the Western District of Texas, Austin Division
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17. Cause No. 23-2566-C480; Williamson County, Texas v. DM Medical Billings, LLC and Dina Mueller; In the 480th Judicial District Court; Williamson County, Texas
18. Cause No. 23-0195-C425; Maria Barroyeta Rojas v. Paul Schmidt, et al.; In the 425th Judicial District Court of Williamson County, Texas
19. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas

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2. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
3. Legal matters, laws and proceedings pertaining to attorney client privileged communications relating to county business.
4. Legal matters pertaining to the CJC North Roof Replacement Project and Contract for Construction Between Williamson County, Texas, and Texas Fifth Wall Roofing Systems, Inc.
5. Legal matters relating to James Construction's claims on the SE Loop (East Wilco Hwy) Segment 1 Project

56. Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.
57. Comments from Commissioners.
58. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

Bill Gravel, 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 20th day of September 2024 at 11:30 A.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session

3.

Meeting Date: 09/24/2024

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

Transfer is requested to cover some recruiting and retention supplies for job fairs and training countywide. Purchases are within policy.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0402.004311	Advertising - General	\$1,030.91
To	0100.0402.004999	Misc.	\$1,030.91

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Rebecca Clemons

Final Approval Date: 09/18/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

09/18/2024 08:09 AM

09/18/2024 10:02 AM

Started On: 09/16/2024 09:24 AM

Commissioners Court - Regular Session

4.

Meeting Date: 09/24/2024

Line Item Transfer

Submitted For: Evelyn McLean

Submitted By: Cherie Vasquez, J.P. Pct. #3

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Justice of the Peace, Pct. 3.

Background

The office of JP3 is requesting a line item transfer from 0100.0453.004933 (Food for Jurors) to 0100.0453.004002 (Jurors, Grand Jurors, Jury Com.) in the amount of \$720.00 to fund the jury payment cash drawer reconciliation and replenishment request dated 09/16/2024.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0453.004933	Food for Jurors	\$720.00
To	0100.0453.004002	Jurors, Grand Jurors, Jury Com	\$720.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Cherie Vasquez

Final Approval Date: 09/19/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

09/18/2024 04:18 PM

09/19/2024 07:35 AM

Started On: 09/18/2024 01:32 PM

Commissioners Court - Regular Session

5.

Meeting Date: 09/24/2024

Budget line-item transfer for Juvenile Services

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Juvenile Services is requesting a line-item transfer from Residential Services and Counseling Services to Food Services to cover unanticipated expenses for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0576-004102	Residential Services	10,000.00
From	0100-0576-004106	Counseling Services	15,000.00
To	0100-0576-003306	Food Service	25,000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Denise Carlson

Final Approval Date: 09/19/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

09/19/2024 10:19 AM

09/19/2024 10:34 AM

Started On: 09/19/2024 09:41 AM

Commissioners Court - Regular Session

6.

Meeting Date: 09/24/2024

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 current shortfall in Food Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003111	Kitchen Supplies	\$10,000.00
From	0100.0570.003200	Medical Supplies	\$30,000.00
From	0100.0570.004413	Personal Liability Insurance	\$15,000.00
To	0100.0570.003306	Food Services	\$55,000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: ABIGAIL TAYLOR

Final Approval Date: 09/19/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

09/18/2024 04:16 PM

09/19/2024 07:35 AM

Started On: 09/18/2024 03:23 PM

Commissioners Court - Regular Session

7.

Meeting Date: 09/24/2024

Line Item Transfer

Submitted For: Larry Gaddes

Submitted By: Mary Greenway, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

Line Item Transfer requested to cover a budget shortfall due to an unpredictable price increase in equipment repairs.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0499.004208	Internet Cloud Solutions	\$2,500
To	0100.0499.004544	Office Equipment Repairs	\$2,500

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Mary Greenway

Final Approval Date: 09/19/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

09/19/2024 09:51 AM

09/19/2024 10:34 AM

Started On: 09/19/2024 09:29 AM

Commissioners Court - Regular Session

8.

Meeting Date: 09/24/2024

Line item transfer for Road and Bridge Division

Submitted For: Terron Evertson**Submitted By:** Jenifer Favreau, Infrastructure**Department:** Infrastructure**Division:** Road & Bridge**Agenda Category:** Consent**Information****Agenda Item**

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

Background

This transfer is necessary to purchase a digital license and printed new edition Trip Generation Manual requested by the County Engineer.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-004620	Furniture/Equip Rental	\$1,200.00
To	0200-0210-003901	Publications/Books/Periodicals	\$1,200.00

Attachments*No file(s) attached.***Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Jenifer Favreau

Final Approval Date: 09/18/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

09/18/2024 08:13 AM

09/18/2024 10:02 AM

Started On: 09/17/2024 04:15 PM

Commissioners Court - Regular Session

9.

Meeting Date: 09/24/2024

Line Item Transfers of \$500 or Less FY24 Q4

Submitted For: Ganae Hempe

Submitted By: Nancy Schiller, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action acknowledging line item transfers of \$500 or less completed by the County Auditor during July-September 2024 (FY24 4th quarter).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

LIT FY24 Q4

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Nancy Schiller

Final Approval Date: 09/18/2024

Reviewed By

Becky Pruitt

Date

09/18/2024 04:12 PM

Started On: 09/18/2024 11:57 AM

FY24 LIT's Equal to or Less Than \$500 - 4th QTR

<i>Dept</i>	<i>From/To</i>		<i>Line #</i>			<i>Amount</i>
HUMAN RESOURCES	From	01	0100	0402	004705	\$ 150.00
	To	01	0100	0402	004231	\$ 150.00
UNIFIED ROAD SYSTEM	From	01	0200	0210	005200	\$ 250.00
	To	01	0200	0210	004212	\$ 250.00
WMSN CTY BUILDINGS	From	01	0100	0509	003010	\$ 250.00
	To	01	0100	0509	004212	\$ 250.00
PARKS DEPARTMENT	From	01	0100	0510	004505	\$ 205.00
	From	01	0100	0510	004999	\$ 110.00
	To	01	0100	0510	004705	\$ 315.00
ANIMAL SERVICES	From	01	0545	0545	004410	\$ 29.16
	To	01	0545	0545	004212	\$ 29.16
BUDGET OFFICE	From	01	0100	0491	004350	\$ 18.00
	To	01	0100	0491	004212	\$ 18.00
PURCHASING DEPT	From	01	0100	0494	003120	\$ 50.00
	To	01	0100	0494	003900	\$ 50.00
CONSTABLE PRECINCT 1	From	01	0100	0551	004621	\$ 310.00
	To	01	0100	0551	004544	\$ 310.00
ANIMAL SERVICES DONATIONS	From	01	0546	0546	003670	\$ 20.00
	To	01	0546	0546	001110	\$ 20.00
COUNTY COURT AT LAW 4	From	01	0100	0409	004998	\$ 130.00
	To	01	0100	0427	004209	\$ 130.00
COUNTY COURT AT LAW 1	From	01	0100	0426	004350	\$ 56.20
	To	01	0100	0426	003901	\$ 56.20
ELECTIONS	From	01	0100	0492	004999	\$ 120.00
	To	01	0100	0492	003006	\$ 120.00
FLEET MAINTENANCE	From	01	0882	0882	004541	\$ 88.37
	To	01	0882	0882	003011	\$ 88.37

COMMISSIONER PCT 4	From	01	0100	0214	004410	\$	231.99
	To	01	0100	0214	001914	\$	143.08
	To	01	0100	0214	002010	\$	10.95
	To	01	0100	0214	002020	\$	22.96
	To	01	0100	0214	004100	\$	55.00
COUNTY ATTORNEY	From	01	0100	0475	003010	\$	6.00
	To	01	0100	0475	003311	\$	6.00
J.P. PRECINCT 2	From	01	0100	0452	003100	\$	500.00
	To	01	0100	0452	004212	\$	500.00
CONSTABLE PRECINCT 4	From	01	0100	0554	003120	\$	220.96
	To	01	0100	0554	003005	\$	220.96
BUDGET OFFICE	From	01	0100	0491	003005	\$	295.51
	To	01	0100	0491	004999	\$	295.51
JUVENILE SERVICES	From	01	0100	0576	004102	\$	480.00
	To	01	0100	0576	004999	\$	480.00
EMS	From	01	0100	0540	003001	\$	500.00
	To	01	0100	0540	004543	\$	500.00
J.P. PRECINCT 2	From	01	0100	0452	003100	\$	115.00
	To	01	0100	0452	003901	\$	115.00
DISTRICT COURTS	From	01	0100	0435	004100	\$	500.00
	To	01	0100	0435	004136	\$	500.00
COUNTY TREASURER	From	01	0100	0497	001130	\$	500.00
	To	01	0100	0497	001125	\$	500.00
COMMISSIONER PCT 4	From	01	0100	0214	004231	\$	200.00
	To	01	0100	0214	004232	\$	200.00
UNIFIED ROAD SYSTEM	From	01	0200	0210	005200	\$	500.00
	To	01	0200	0210	004993	\$	500.00
480TH DISTRICT COURT	From	01	0100	0442	004212	\$	2.00
	To	01	0100	0442	004999	\$	2.00
RCDS MGMT AND PRSRV - CO WIDE	From	01	0390	0390	004999	\$	2.00
	To	01	0390	0390	003120	\$	2.00
FLEET MAINTENANCE	From	01	0882	0882	004541	\$	160.00
	To	01	0882	0882	003102	\$	160.00

COUNTY SHERIFF	From	01	0100	0560	005740	\$	450.00
	To	01	0100	0560	003010	\$	450.00
EMS	From	01	0340	0540	004210	\$	500.00
	To	01	0340	0540	004209	\$	500.00
WMSN CTY BUILDINGS	From	01	0100	0509	003319	\$	450.00
	To	01	0100	0509	003905	\$	450.00
DISTRICT ATTORNEY	From	01	0100	0440	003005	\$	500.00
	To	01	0100	0440	003901	\$	500.00
EMERGENCY MANAGEMENT	From	01	0100	0541	004100	\$	499.00
	To	01	0100	0541	003100	\$	499.00
J.P. PRECINCT 2	From	01	0100	0452	004999	\$	65.00
	To	01	0100	0452	004141	\$	65.00
EMS	From	01	0100	0540	003307	\$	500.00
	To	01	0100	0540	003318	\$	500.00
PUBLIC SAFETY IT	From	01	0100	0523	003011	\$	150.00
	To	01	0100	0523	003010	\$	150.00
BUDGET OFFICE	From	01	0100	0491	004350	\$	63.35
	To	01	0100	0491	003005	\$	63.35
COUNTY JAIL	From	01	0100	0570	005730	\$	200.00
	To	01	0100	0570	004541	\$	200.00
J.P. PRECINCT 1	From	01	0100	0451	003901	\$	55.00
	To	01	0100	0451	004100	\$	55.00
WIRELESS COMMUNICATION	From	01	0100	0587	003010	\$	500.00
	To	01	0100	0587	003301	\$	500.00
MAGISTRATE OFFICE	From	01	0100	0477	004350	\$	250.00
	To	01	0100	0477	003006	\$	250.00
DISTRICT ATTORNEY	From	01	0100	0440	003120	\$	200.00
	To	01	0100	0440	004410	\$	200.00
EXTENSION SERVICES	From	01	0100	0665	003101	\$	91.98
	To	01	0100	0665	003005	\$	91.98
COMMISSIONER PCT 2	From	01	0100	0212	004999	\$	199.99
	To	01	0100	0212	003005	\$	199.99

HUMAN RESOURCES	From	01	0100	0402	003011	\$	52.00
	From	01	0100	0402	004311	\$	181.68
	To	01	0100	0402	004999	\$	233.68
INFORMATION TECHNOLOGY	From	01	0100	0503	004999	\$	0.75
	To	01	0100	0503	004212	\$	0.75
COUNTY COURT AT LAW 2	From	01	0100	0427	003100	\$	73.00
	To	01	0100	0427	004212	\$	73.00
DEBT SERVICE-COUNTY WIDE	From	01	0600	0600	006900	\$	0.25
	To	01	0600	0600	006645	\$	0.25
COMMISSIONERS COURT	From	01	0100	0401	004999	\$	70.00
	To	01	0100	0401	004212	\$	70.00
EMERGENCY SERVICES DEPARTMENT	From	01	0100	0583	003900	\$	499.00
	To	01	0100	0583	003311	\$	499.00
J.P. PRECINCT 3	From	01	0100	0453	003010	\$	115.00
	To	01	0100	0453	004621	\$	115.00
WMSN CTY BUILDINGS	From	01	0100	0509	003319	\$	63.00
	To	01	0100	0509	002080	\$	63.00
WMSN CTY BUILDINGS	From	01	0100	0509	003900	\$	18.99
	To	01	0100	0509	003010	\$	18.99
PUBLIC SAFETY IT	From	01	0100	0523	004100	\$	468.00
	To	01	0100	0523	001125	\$	468.00
FLEET MAINTENANCE	From	01	0882	0882	004500	\$	330.00
	To	01	0882	0882	003011	\$	330.00
J.P. PRECINCT 2	From	01	0100	0452	003100	\$	322.00
	To	01	0100	0452	004216	\$	322.00
PRETIRAL DISCRETIONARY FDING	From	01	0100	0591	004999	\$	400.00
	To	01	0100	0591	004212	\$	400.00
VETERAN SERVICES	From	01	0100	0405	003005	\$	8.13
	From	01	0100	0405	003006	\$	13.10
	From	01	0100	0405	004705	\$	1.00
	From	01	0100	0405	004999	\$	0.37
	To	01	0100	0405	003100	\$	22.60

CONSTABLE PRECINCT 4	From	01	0100	0554	004410	\$	290.00
	From	01	0100	0554	004216	\$	89.37
	To	01	0100	0554	003004	\$	379.37
WC RADIO COMMUNICATION SYSTEM	From	01	0507	0507	003010	\$	500.00
	To	01	0507	0507	003001	\$	500.00
CONSTABLE PRECINCT 1	From	01	0100	0551	004621	\$	200.00
	To	01	0100	0551	004216	\$	200.00
ANIMAL SERVICES	From	01	0545	0545	004544	\$	250.00
	From	01	0545	0545	003011	\$	98.13
	To	01	0545	0545	004300	\$	348.13
INFORMATION TECHNOLOGY	From	01	0100	0503	003011	\$	500.00
	To	01	0100	0503	003010	\$	500.00
J.P. PRECINCT 2	From	01	0100	0452	003100	\$	500.00
	To	01	0100	0452	004212	\$	500.00
911 COMMUNICATIONS	From	01	0100	0581	003120	\$	250.00
	To	01	0100	0581	003318	\$	250.00
CONSTABLE PRECINCT 4	From	01	0100	0554	003100	\$	166.28
	To	01	0100	0554	003005	\$	166.28
WIRELESS COMMUNICATION	From	01	0100	0587	003010	\$	400.00
	To	01	0100	0587	004350	\$	400.00
DISTRICT COURTS	From	01	0100	0435	004934	\$	500.00
	To	01	0100	0435	003006	\$	500.00
FLEET MAINTENANCE	From	01	0882	0882	003010	\$	386.24
	To	01	0882	0882	003005	\$	386.24
ON-SITE SEWAGE FACILITIES	From	01	0100	0661	004924	\$	5.00
	To	01	0100	0661	004705	\$	5.00
J.P. PRECINCT 2	From	01	0100	0452	003601	\$	230.00
	To	01	0100	0452	004141	\$	230.00
COUNTY COURT AT LAW 3	From	01	0100	0428	004010	\$	50.00
	To	01	0100	0428	003100	\$	50.00
UNIFIED ROAD SYSTEM	From	01	0200	0210	004620	\$	20.00
	To	01	0200	0210	004350	\$	20.00

COMMISSIONER PCT 4	From	01	0100	0214	003901	\$	210.00
	From	01	0100	0214	004410	\$	18.00
	To	01	0100	0214	004212	\$	118.00
	To	01	0100	0214	004621	\$	110.00
CONSTABLE PRECINCT 4	From	01	0100	0554	003002	\$	49.70
	To	01	0100	0554	003100	\$	33.34
	To	01	0100	0554	004216	\$	16.36
ANIMAL SERVICES	From	01	0545	0545	003319	\$	195.68
	To	01	0545	0545	004211	\$	195.68
DISTRICT ATTORNEY	From	01	0100	0440	003120	\$	400.00
	To	01	0100	0440	003006	\$	400.00
DISTRICT ATTORNEY	From	01	0100	0440	003005	\$	500.00
	To	01	0100	0440	004231	\$	500.00
FLEET MAINTENANCE	From	01	0882	0882	003010	\$	31.30
	To	01	0882	0882	003523	\$	31.30
JUVENILE SERVICES	From	01	0100	0576	003010	\$	40.00
	To	01	0100	0576	005740	\$	40.00
COUNTY ATTORNEY	From	01	0100	0475	003010	\$	200.00
	To	01	0100	0475	004100	\$	200.00
WMSN CTY BUILDINGS	From	01	0100	0509	003311	\$	46.87
	To	01	0100	0509	003010	\$	46.87
EMS	From	01	0100	0540	003001	\$	247.40
	To	01	0100	0540	001109	\$	200.00
	To	01	0100	0540	002010	\$	15.30
	To	01	0100	0540	002020	\$	32.10
COUNTY JAIL	From	01	0100	0570	003200	\$	700.00
	To	01	0100	0570	003101	\$	500.00
	To	01	0100	0570	003900	\$	200.00
J.P. PRECINCT 3	From	01	0100	0453	003010	\$	25.00
	To	01	0100	0453	003900	\$	25.00
COMMISSIONERS COURT	From	01	0100	0401	004999	\$	40.00
	To	01	0100	0401	001109	\$	40.00
WIRELESS COMMUNICATION	From	01	0100	0587	003010	\$	500.00
	To	01	0100	0587	003301	\$	500.00

EMS	From	01	0100	0540	003107	\$	500.00
	To	01	0100	0540	003301	\$	500.00
911 COMMUNICATIONS	From	01	0100	0581	004999	\$	300.00
	To	01	0100	0581	003006	\$	300.00
HUMAN RESOURCES	From	01	0100	0402	004311	\$	79.99
	To	01	0100	0402	003010	\$	79.99
EMS	From	01	0340	0540	003010	\$	423.14
	To	01	0340	0540	004210	\$	423.14
EMS	From	01	0100	0540	003311	\$	500.00
	To	01	0100	0540	004718	\$	500.00
EMS	From	01	0100	0540	003311	\$	500.00
	To	01	0100	0540	004705	\$	500.00
HUMAN RESOURCES	From	01	0100	0402	004311	\$	233.68
	To	01	0100	0402	004999	\$	233.68
FLEET MAINTENANCE	From	01	0882	0882	003010	\$	141.00
	To	01	0882	0882	003523	\$	141.00
RCDS MGMT AND PRSRV - CO WIDE	From	01	0390	0390	004505	\$	400.00
	To	01	0390	0390	003001	\$	400.00
COUNTY ATTORNEY	From	01	0100	0475	003100	\$	150.76
	To	01	0100	0475	004216	\$	150.76
DISTRICT ATTORNEY	From	01	0100	0440	003005	\$	200.00
	To	01	0100	0440	004350	\$	200.00
J.P. PRECINCT 2	From	01	0100	0452	004999	\$	230.00
	From	01	0100	0452	003900	\$	60.95
	To	01	0100	0452	003006	\$	290.95
HUMAN RESOURCES	From	01	0100	0402	004311	\$	277.40
	To	01	0100	0402	003005	\$	277.40
WMSN CTY BUILDINGS	From	01	0100	0509	003900	\$	193.07
	To	01	0100	0509	003105	\$	193.07
COUNTY ATTORNEY	From	01	0100	0475	003010	\$	172.50
	To	01	0100	0475	003901	\$	172.50

277TH DISTRICT COURT	From	01	0100	0437	004350	\$	100.00
	To	01	0100	0437	003900	\$	100.00
EMS	From	01	0100	0540	003010	\$	500.00
	To	01	0100	0540	003107	\$	500.00
911 COMMUNICATIONS	From	01	0100	0581	003120	\$	300.00
	To	01	0100	0581	004705	\$	300.00

Commissioners Court - Regular Session

10.

Meeting Date: 09/24/2024

Justice of the Peace 4 August 2024 Monthly Report

Submitted By: Veronica Bolander, J.P. Pct. #4

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, August 2024 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

JP4 EOM AUGUST 2024

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Veronica Bolander

Final Approval Date: 09/19/2024

Reviewed By

Becky Pruitt

Date

09/19/2024 08:31 AM

Started On: 09/18/2024 06:27 PM

**IN COMPLIANCE WITH ARTICLE 103.005
CODE OF CRIMINAL PROCEDURE**

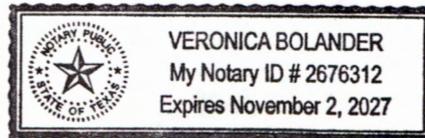
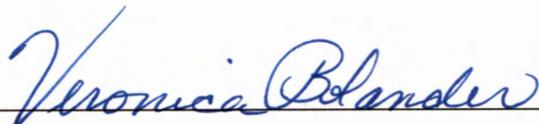
**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

Before me, the undersigned authority, on this day personally appeared Rhonda Redden, Justice of the Peace, Precinct 4, Williamson County, who on her oath, stated that the attached report of money collected is a true and correct report for the month of August 2024.



**RHONDA REDDEN
JUSTICE OF THE PEACE
PRECINCT FOUR**

This 17th day of September 2024, to certify which witness my hand and seal of office.



NOTARY PUBLIC in and for the State of Texas

Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Deposit Date: 08/01/2024 - 08/31/2024 Case Categories: Civil; Criminal
 Locations: JP4

Payment Type: Cash Bond Deposit; Counter Payment; ...

Final Totals		Fee Totals	Transaction Totals
Total Payments		106,660.20	106,660.20
Total Adjustments Impacting Payments		0.00	0.00
Final Fee Code Totals		106,660.20	106,660.20
Tender Method Summary			
Tender Types	Cash	6,852.45	6,852.45
	Cashier's Check	143.39	143.39
	Certified Payments Credit Card	48,587.67	48,587.67
	Check	3,118.00	3,118.00
	Credit Card	28,753.69	28,753.69
	E-File Credit Card	17,742.00	17,742.00
	Money Order	1,463.00	1,463.00

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: 08/01/2024 - 08/31/2024 Case Categories: Civil; Criminal
Locations: JP4

Payment Type: Cash Bond Deposit; Counter Payment; ...

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207008 - JP 4-CASH BONDS	L-004-4-01-0100-0000-207008: 01-0100-0000-207008 - JP4 Cash Bonds	1,100.00
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	2,145.88
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-4-01-0100-0000-209600: 01-0100-0000-209600 - Fines Due to TX Parks Wildlife	64.60
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds	50.00
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	11,313.65
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	12,400.00
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-4-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	0.80
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	650.37
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	663.63
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	41,619.37
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: 01-0100-0000-365103 - Language Access Fund	936.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	4,385.36
0100 - General Fund Total:		75,329.66
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	22.76
0361 - JP Security Fund Total:		22.76
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-4-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	43.85
0365 - Child Safety Fund Total:		43.85
0369 - JP-4 Truancy Program Fund		
01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	L-004-4-01-341917: 01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	50.00
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	28.43
0369 - JP-4 Truancy Program Fund Total:		78.43
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-4-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,560.00
0370 - Alternate Dispute Resolution Fund Total:		1,560.00

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: 08/01/2024 - 08/31/2024 Case Categories: Civil; Criminal
 Locations: JP4

Payment Type: Cash Bond Deposit; Counter Payment; ...

G/L Account	G/L Account Number	Fee Totals
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	22.74
0372 - Justice Court Technology Fund Total:		22.74
0399 - State Agency Fund		
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	11.36
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-4-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	227.42
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	19,110.59
01-0399-0000-208181 - State Consolidated Fee	L-004-4-01-0399-0000-208181: 01-0399-0000-208181 - State Consolidated Fee	714.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	22.74
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	34.11
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	500.63
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-4-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.36
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-4-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	78.59
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	6,831.30
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	11.36
01-0399-0000-208720 - SEATBELT FINES	L-004-4-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	230.50
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-4-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	1,744.36
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-4-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	85.44
0399 - State Agency Fund Total:		29,602.76
Fee Totals for All Funds:		106,660.20

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 08/01/2024 - 08/31/2024 Case Categories: Civil; Criminal
 Locations: JP4

Payment Type: Cash Bond Deposit; Counter Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC3	Arrest Fee - Constable 3 CCP 102.011(a)(e), 102.011(e)	0.80	1	0.00	0	0.00	0	0.80	1
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	22.13	7	0.00	0	0.00	0	22.13	7
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	472.53	108	0.00	0	0.00	0	472.53	108
2020AFPW	Arrest Fee - TX P&W CCP 102.011(a)(1), 102.011(e)	5.00	1	0.00	0	0.00	0	5.00	1
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	1,061.95	248	0.00	0	0.00	0	1,061.95	248
2020AFTPD	Arrest Fee - Thrall PD 102.011(a)(1), 102.011(e)	5.00	1	0.00	0	0.00	0	5.00	1
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	19,110.59	363	0.00	0	0.00	0	19,110.59	363
2020CDF	Compliance Dismissal Fine	380.00	38	0.00	0	0.00	0	380.00	38
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	378.71	41	0.00	0	0.00	0	378.71	41
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	4,385.36	368	0.00	0	0.00	0	4,385.36	368
2020LTF	Local Traffic Fine (TC 542.403)	409.86	155	0.00	0	0.00	0	409.86	155
2020STF	State Traffic Fine (TC 542.4031)	6,831.30	155	0.00	0	0.00	0	6,831.30	155
2020TPF	Time Payment Fee CCP 102.030	662.08	75	0.00	0	0.00	0	662.08	75
2020WFC4	Warrant Fee - Const Pct 4 CCP 102.011(a)(2), 102.011(e)	267.43	6	0.00	0	0.00	0	267.43	6
AB	Abstract	10.00	2	0.00	0	0.00	0	10.00	2
AFDPS	Arrest Fee - DPS (CCP 102.011)	23.10	5	0.00	0	0.00	0	23.10	5
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	5.33	2	0.00	0	0.00	0	5.33	2
CB	Cash Bond	1,100.00	3	0.00	0	0.00	0	1,100.00	3
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	227.42	7	0.00	0	0.00	0	227.42	7
CCOP	Civil Copies	11.00	7	0.00	0	0.00	0	11.00	7
CERT	Certified Copy	11.75	2	0.00	0	0.00	0	11.75	2
CFINE	County Fine	41,417.82	363	250.00	2	(48.45)	1	41,619.37	366
CHS	Courthouse Security Fee (CCP 102.017)	17.05	7	0.00	0	0.00	0	17.05	7
CHSJC	JP Security Fee (CCP 102.017)	5.71	7	0.00	0	0.00	0	5.71	7
CJS	Criminal Judicial Support Fee (LGC 103.105)	34.11	7	0.00	0	0.00	0	34.11	7
COLLFEE	Collection Agency Fee	2,145.88	25	0.00	0	0.00	0	2,145.88	25
CONT4	Constable Service Fee Pct #4	10,000.00	88	0.00	0	0.00	0	10,000.00	88
CRFEEOVER	Criminal Overpayment Fee	0.00	1	0.00	0	0.00	0	0.00	1

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 08/01/2024 - 08/31/2024 Case Categories: Civil; Criminal
 Locations: JP4

Payment Type: Cash Bond Deposit; Counter Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
CSFF	Child Safety Fee (CCP 102.014(d))	37.24	3	0.00	0	0.00	0	37.24	3
CSSF	Child Safety School Fee (CCP 102.014(c))	43.85	3	0.00	0	0.00	0	43.85	3
DDF	Deferred Disposition Fee	1,369.50	16	0.00	0	(250.00)	2	1,119.50	18
FNTC1	Child Safety Seat Fine Trauma Center	230.50	3	0.00	0	0.00	0	230.50	3
IDF	Indigent Defense Fee (LGC 133.107)	11.36	7	0.00	0	0.00	0	11.36	7
JCTF	Justice Court Technology Fee (CCP 102.0173)	22.74	7	0.00	0	0.00	0	22.74	7
JFR	Jury Reimbursement Fee (CCP 102.0045)	22.74	7	0.00	0	0.00	0	22.74	7
JTP	Juvenile Truancy Program (CCP 102.0174)	28.43	7	0.00	0	0.00	0	28.43	7
MVF	Moving Violation Fee (CCP 102.022)	0.36	4	0.00	0	0.00	0	0.36	4
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,560.00	312	0.00	0	0.00	0	1,560.00	312
SB41JCSF	Justice Court Support Fund	7,800.00	312	0.00	0	0.00	0	7,800.00	312
SB41LAF	Language Access Fund - LGC 135.155	936.00	312	0.00	0	0.00	0	936.00	312
SB41SCF	State Consolidated Fee	714.00	34	0.00	0	0.00	0	714.00	34
SCH	School District Fine	50.00	1	0.00	0	0.00	0	50.00	1
SFC4	Service/Arrest Fee - Const. 4	12.95	5	0.00	0	0.00	0	12.95	5
SFMCWV	State Fine - Motor Carrier Weight Violation	1,744.36	8	0.00	0	0.00	0	1,744.36	8
STF	State Traffic Fee (TC 542.4031)	78.59	3	0.00	0	0.00	0	78.59	3
TCC	Truancy Court Cost (HB2398)	50.00	1	0.00	0	0.00	0	50.00	1
TFC	Traffic	7.86	3	0.00	0	0.00	0	7.86	3
TP	Time Payment Fee	77.72	4	0.00	0	0.00	0	77.72	4
TPC	Time Payment Fee - County	1.55	1	0.00	0	0.00	0	1.55	1
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	11.36	7	0.00	0	0.00	0	11.36	7
TPS	Time Payment Fee - State	7.72	1	0.00	0	0.00	0	7.72	1
TPWF	Texas P&W Fine	16.15	1	48.45	1	0.00	0	64.60	2
TRANS	Transcript	10.00	1	0.00	0	0.00	0	10.00	1
WARC4	Warrant Fee - Constable Pct. 4	347.86	5	0.00	0	0.00	0	347.86	5
WEXEC	Writ of Execution	10.00	2	0.00	0	0.00	0	10.00	2
WF	Warrant Fee	5.45	1	0.00	0	0.00	0	5.45	1
WPOSS	Writ of Possession	50.00	10	0.00	0	0.00	0	50.00	10
WSF4	Constable #4 - Writ Service Fee	2,400.00	12	0.00	0	0.00	0	2,400.00	12

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 08/01/2024 - 08/31/2024

Case Categories: Civil; Criminal

Locations: JP4

Payment Type: Cash Bond Deposit; Counter Payment; ...

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	106,660.20	3,186	298.45	3	(298.45)	3	106,660.20	3,192

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 8/01/2024-8/31/2024

	<u>DR</u>	<u>CR</u>	<u>GL Code</u>	<u>GL Description</u>	<u>ALLOCATION %</u>
Local CCC-Class C		\$4,385.36	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	\$1,534.88		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	\$1,566.20		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	\$1,252.96		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	\$31.32		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	\$4,385.36	\$4,385.36			100.000000%
Collected	\$4,385.36				

Commissioners Court - Regular Session

11.

Meeting Date: 09/24/2024

SESAC License Agreement

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Music Performance License Agreement between SESAC LLC and Williamson County, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

SESAC License Agreement

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 09/19/2024

Reviewed By

Becky Pruitt

Date

09/19/2024 08:32 AM

Started On: 09/19/2024 08:21 AM

SESAC MUSIC PERFORMANCE LICENSE FOR COUNTIES

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
Williamson County, Texas, a political subdivision of the State of Texas			
<i>(County Name)</i>			("LICENSEE")
Billing Information			
710 South Main Street, Suite 301	Georgetown	TX	78626
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
512-943-1600		hhawes@wilco.org	
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

Those locations within County of Williamson, Texas for which the above supplied information applies (the "County") which are owned, operated, leased, or used by LICENSEE, or which are otherwise under LICENSEE's control or the control of LICENSEE's lessees or authorized permittees are occurring, are referred to herein as the "Premises."

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of January 1, 2024 (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE and authorized permittees of LICENSEE's Premises the non-exclusive right and license to publicly perform non-dramatic renditions of any or all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") on the Premises.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "Grand Rights" in and to the Compositions ("Grand Rights" include, but are not limited to, the right to perform, in whole or in part, dramatico-musical and dramatic works in a dramatic setting).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including the Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to the Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.
- E. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions made as part of Sporting Events ("Sporting Events" are professional, semi-professional, major or minor league athletic competitions).
- F. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions made as part of Concerts, other than those promoted solely by LICENSEE ("Concerts" are those performances by an entertainer or entertainment group where the primary focus is the performance of music).
- G. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions made by and/or on the premises of colleges and/or universities.
- H. The rights granted pursuant to Paragraph 1 exclude the right to publicly perform the Compositions during political campaign events and/or events organized by political organizations.

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "A," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "A." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "A."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "A," and SESAC may, after thirty (30) days' notice to LICENSEE and provision to LICENSEE of the information upon which the proposed fee adjustment is predicated in whole

or in part, adjust the License Fee(s) as may be appropriate based on information obtained from such sources.

D. In the event SESAC is determined by any taxing authority or court to be liable for the payment of a gross receipts, sales, use, business use or other tax which is based on the amount of SESAC's receipts from LICENSEE, then LICENSEE shall reimburse SESAC, within thirty (30) days of notification to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE; provided, however, LICENSEE 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 hereof are being secured for use by LICENSEE.

E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. LICENSEE's payment hereunder shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by LICENSEE within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by 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 (1) one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. INTENTIONALLY OMITTED

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be collectively referred to herein as the "Term."

B. Notwithstanding anything to the contrary contained herein, SESAC shall have the right to terminate this Agreement: (i) at any time upon notice to LICENSEE in the event LICENSEE is adjudicated bankrupt, or a petition in bankruptcy is filed with respect to LICENSEE, or LICENSEE is declared or becomes insolvent; or (ii) upon thirty (30) days' notice to LICENSEE by reason of any law, rule, decree or other enactment having the force of law, by any authority, whether federal, state, local, territorial or otherwise,

which results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. This Agreement supersedes and cancels all prior negotiations and understandings between SESAC and LICENSEE in connection with the subject matter hereof. If any part of this Agreement is determined invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect. No waiver of any breach of this Agreement shall be deemed a waiver of any preceding, continuing or succeeding breach of the same, or any other provision of this Agreement.

C. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) as to which any action has been threatened, instituted or a claim made that SESAC does not have the right to license the performance rights in such Composition (or collection of Compositions).

D. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

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

F. The obligations of the LICENSEE under this Agreement do not constitute a general obligation or indebtedness of LICENSEE for which LICENSEE is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that LICENSEE shall have the right to terminate this Agreement at the end of any LICENSEE fiscal year if the governing body of LICENSEE does not appropriate sufficient funds as determined by LICENSEE's budget for the fiscal year in question. LICENSEE may effect such termination by giving written notice of termination at the end of its then-current fiscal year; provided, however, LICENSEE shall be obligated to pay any amounts due and owing hereunder for LICENSEE's then-current fiscal year.

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

H. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

H. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

IN WITNESS THEREOF, the parties have caused this Agreement to be duly signed to be effective as of the Effective Date set forth herein-above.

LICENSEE

SESAC

Williamson County, Texas

By: _____
(Signature)

By:  _____
(Signature)

(Type or Print Name)

Jonathan Farmer

(Type or Print Name)

Title: _____

Title: SVP, Licensing Operations

Date: _____, 20

Date: September 18, 2024

Address for Notice:

Address for Notice:

Williamson County, Texas
Attn: County Judge
710 Main Street, Suite 101
37203 Georgetown, Texas 78626

SESAC
35 Music Square East
Nashville, TN

Schedule “A” to the SESAC Music Performance License for Municipalities

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall be calculated using the Fee Schedule (the current version of which is set forth below), and the most recently submitted License Fee Report.

2024 Fee Schedule

<u>"Population"</u>	<u>License Fee for calendar year 2024</u>
25,000 or less	\$ 581
25,001 - 50,000	\$ 1,159
50,001 - 100,000	\$ 1,888
100,001 - 150,000	\$ 2,749
150,001 - 250,000	\$ 3,761
250,001 - 500,000	\$ 4,916
500,001 And over	\$6,222 + \$581 for each additional 100,000 population

2. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, LICENSEE shall pay the initial License Fee to SESAC which amount shall be prorated (if applicable) to reflect payment for the period from the Effective Date through the end of such License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before the commencement of such License Fee Period.

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall submit to SESAC a completed license fee report in the form attached hereto as Schedule “B” (each, a “License Fee Report”), which is incorporated herein. Said initial License Fee Report shall set forth the Population of the County as of the Effective Date.

B. On or before each October 1 during the Term following the Effective Date, LICENSEE shall provide SESAC with an updated License Fee Report setting forth the Population of the County as of the preceding September 1; provided, however, LICENSEE shall not be required to submit any License Fee Report which would contain the same Population as the most recently submitted License Fee Report.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means, if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
35 Music Square East
Nashville, TN 37203

4. DEFINITIONS.

“Population” means the total population of the County as of the most recent United States Census.

5. CERTIFICATION. LICENSEE hereby represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule “A” to be complete, true and accurate.

**Schedule "B" to the SESAC Music Performance License for
Municipalities License Fee Report Form**

A.	County Name	Williamson County, TX
B.	County Population	609,017
C.	Information Applicable as of	1/1/24

GENERAL DISCLOSURE STATEMENT

This is notice that, in compliance with state music licensing statutes, SESAC LLC (“SESAC”) is required to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract requiring you to pay license fees to SESAC.

- (1) The performing rights license agreement you have been offered by SESAC contains a schedule of the rates and terms of license fees under the contract, and upon your request amounts and terms of any discounts offered to proprietors of comparable businesses in your area. Be advised that the rates and terms of SESAC’s performance rights license are contained within the body of the license and the fee schedule attached thereto and made a part thereof.
- (2) SESAC has a toll-free telephone number 800-826-9996, from which you may obtain answers to inquiries concerning SESAC’s repertory.
- (3) You may obtain, upon written request, and at your sole expense, the most current available list of SESAC affiliated writers and publishers and/or those copyrighted musical works in SESAC’s repertory.
 - a. SESAC’s repertory and list of affiliates may also be accessed and/or downloaded free of charge at www.sesac.com.
 - b. SESAC’s electronic address is customerservice@sesac.com. Any request for the most current list of SESAC’s repertory or affiliates should be addressed to SESAC LLC, 35 Music Square East, Nashville, TN 37203; Attention: Licensing Department. If you request a printed copy, you will be charged the actual cost of the copy which will be communicated to you in advance.
- (4) SESAC complies with all federal law and orders of courts having appropriate jurisdiction regarding the rates and terms of license fees and the circumstances under which licenses for rights for public performances are offered to any proprietor.
- (5) This is notice that you are entitled to the information as provided herein, and that failure of SESAC to provide this information is unlawful and you may be entitled to bring an action against SESAC or assert a counterclaim in an action brought by SESAC.

STATE SPECIFIC DISCLOSURES

- (1) **Alaska** (AS § 45.45.500): The most current list of SESAC’s affiliates and the works in SESAC’s repertory is additionally available through the Cabaret Hotel and Restaurant Retail Association.
- (2) **Arkansas** (Ark. Code § 4-76-103): See General Disclosure Statement.
- (3) **California** (CA Bus. & Prof. Code § 21750): See General Disclosure Statement.
- (4) **Colorado** (C.R.S. § 6-13-102 et seq):
 - a. SESAC shall publish and file with the secretary of state its form contracts and a schedule of fees it charges a proprietor to license music for public performance. A link to the schedule shall be filed with the secretary of state, who publishes the link.
 - b. Upon request from the secretary of state, SESAC shall provide information concerning a proprietor's rights and duties for public performances. The secretary of state must post the information on the secretary's website.
 - c. SESAC shall publish a catalog of musical works the society licenses. A link to the catalog shall be filed with the secretary of state, who publishes the link.
 - d. You should consider obtaining a separate license or other form of authorization from those performing rights societies or copyright owners whose copyrighted musical works are not licensed pursuant to SESAC’s performance rights contract.
- (5) **Florida** (FL Stat. § 501.93):
 - a. A copy of each form of contract or agreement offered by SESAC to a proprietor in this state shall be made available upon request of any proprietor.
 - b. You should consider obtaining a separate license or other form of authorization from those performing rights societies or copyright owners whose copyrighted musical works are not licensed pursuant to SESAC’s performance rights contract.
- (6) **Idaho** (ID Code § 48-1303): See General Disclosure Statement.
- (7) **Illinois** (815 ILCS 637/10): See General Disclosure Statement.
- (8) **Indiana** (IC 32-37-3): See General Disclosure Statement.
- (9) **Iowa** (IA Code § 549.3): See General Disclosure Statement.

- (10) **Kansas** (KS Stat. § 57-222): See General Disclosure Statement.
- (11) **Maryland** (MD Comm. L. Code § 11-1402): See General Disclosure Statement.
- (12) **Michigan** (MI Comp. L. § 445.2104):
- a. Upon request, a schedule of the rates and terms of license fees under contracts offered to proprietors of comparable businesses in Michigan within the past 12 months can be made available.
 - b. There are exemptions that may exclude you from liability under the copyright laws. The United States Copyright Act is set forth at 17 U.S.C. §§ 101 et. seq. Exemptions under that Act are set forth at 17 U.S.C. §§105 - 110. Please contact your attorney for advice as to the applicability of any exemptions to your premises.
- (13) **Minnesota** (MN Stat. § 325E.51): See General Disclosure Statement.
- (14) **Missouri** (MO Rev. Stat. § 436.155): SESAC shall file a printed listing of works licensed by SESAC with the attorney general, and provide or make available, upon request, a listing on suitable electronic media to bona fide trade associations representing groups of proprietors. A list shall be provided to the proprietor by electronic or other means, solely at the proprietor's expense.
- (15) **Nebraska** (NB Rev. Stat. § 59-1403.02(1)(b)): An electronic copy of each form of contract or agreement offered by SESAC to any proprietor in this state shall be made available upon request of any proprietor.
- (16) **New Jersey** (NJ Rev. Stat. § 56:3A-3):
- a. SESAC shall make available in electronic form on the largest nonproprietary cooperative public computer network a current list of not less than the titles of the performed copyrighted musical works for which SESAC collects license fees on behalf of copyright owners and shall update the list at least weekly and shall provide the electronic address to the Secretary of State.
 - b. Upon request, any person may view the list in electronic form through the Office of the Secretary of State.
- (17) **New York** (NY Arts & Cult. Aff. L. § 31.04): See General Disclosure Statement.
- (18) **North Dakota** (ND Cent. Code § 47-21.2-02): See General Disclosure Statement.
- (19) **Oklahoma** (15 OK Stat. § 15-790): SESAC shall give annual notice, in a form prescribed by the Attorney General, that the proprietor is entitled to a schedule or the rates and terms of license fees under the contract.
- (20) **Oregon** (OR Rev. Stat. § 647.700): See General Disclosure Statement.
- (21) **Texas** (TX OCC § 2102.0003): See General Disclosure Statement.
- (22) **Utah** (UT Code § 13-10a-4): See General Disclosure Statement.
- (23) **Virginia** (VA Code § 59.1-461): SESAC shall file with the State Corporation Commission a certified copy of each form of document that is used by SESAC to enter into a contract with a proprietor doing business in the state and that SESAC will make available, upon your written request, at your sole expense, copies of such documents as are filed with the department.
- (24) **Washington** (WA Rev. Code § 19.370.070): See General Disclosure Statement.
- (25) **West Virginia** (WV Code § 47-2A-3): SESAC shall, at least annually, provide notice of the license fee rate and the means of its computation to proprietor. The notice shall be satisfied if the copyright owner or SESAC publishes the required information in a Class II-0 legal advertisement in a qualified newspaper published in this state with a bona fide circulation of forty thousand or more, or if the copyright owner or SESAC files copies of its license agreements containing the information required under subsection (a) of this section with the secretary of state's office.
- (26) **Wisconsin** (WI Stat. § 100.206):
- a. Upon written request, and at your sole expense, SESAC shall make the most current list of affiliates and repertory filed with the Wisconsin Department of Agriculture, Trade, and Consumer Protection available.
 - b. SESAC shall file with the Wisconsin Department of Agriculture, Trade and Consumer Protection a certified copy of each form of document that is used by SESAC to enter into a contract with a proprietor doing business in the state and that SESAC shall make available, upon your written request, at your sole expense, copies of such documents as are filed with the department.
- (27) **Wyoming** (WY Stat. § 40-13-302): See General Disclosure Statement.

Commissioners Court - Regular Session

12.

Meeting Date: 09/24/2024

Annual renewal of Texas State Library Contract

Submitted For: Nancy Rister

Submitted By: Nancy Rister, County Clerk

Department: County Clerk

Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action on renewal of contract with the Texas State Library and Archives Commission for County Clerk microfilm storage and creation for FY 2024-2025.

Background

Annual renewal of contract with the Texas State Library and Archives Commission for FY2024-2025.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Contract with TSL FY24-25

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Nancy Rister

Final Approval Date: 09/18/2024

Reviewed By

Becky Pruitt

Date

09/18/2024 08:10 AM

Started On: 09/16/2024 12:59 PM

Contract for Storage & Imaging Services for Fiscal Year 2025

Texas State Library and Archives Commission
State and Local Records Management

THE STATE OF TEXAS – Williamson County Clerk

SLRM Contract Number: 6-25-1246

WILCO Receiving Agency Contract Number:
Not Yet Provided

This Contract is entered into by and between the Texas State Library and Archives Commission, the Performing Agency, and Williamson County Clerk, the Receiving Agency, pursuant to the authority granted in, and in compliance with, the provisions of the Interlocal Cooperation Act, Texas Government Code, Title 7, Chapter 791.

I. ADMINISTRATIVE CONTACT INFORMATION FOR CONTRACTING PARTIES

Receiving Agency

Name: Williamson County Clerk
Agency Code: 1246
Contact Person: Nancy Rister
Contact Phone:

(512) 943-

1549

Contact Email:

nrister@wilco.

org

Performing Agency

Name: Texas State Library and Archives Commission
Agency Code: 306
TINS No: 33063063060013
Contact Person:

Zach Bruton

Phone:

(512) 475-5151

Email:

zbruton@tsl.texas.gov

II. STATEMENT OF SERVICES TO BE PERFORMED

The Performing Agency will perform records storage and imaging related services in levels not to exceed the total billable amounts in Section IV of this Contract. Billable fees for records storage and imaging related services will be assessed monthly based on actual services performed. Fees for services under this Contract are outlined in the attached Fee Schedules.

Information regarding the eligibility for storage and imaging, record preparation, transferring and transporting records, requesting, or returning stored records, and the final disposition of stored records is available on the Performing Agency's website in the "Records Management" Section.

The Performing Agency certifies that it has authority to provide and invoice for these services as granted in Texas Government Code, Chapter 441, § 441.006, § 441.017, and § 441.182.

III. FEE SCHEDULE CALCULATION

All fees charged under this Contract are formulated on a cost recovery model reviewed by the Texas State Auditor's Office and the Texas Legislative Budget Board. All fees are approved annually by the Commission according to 13 TAC 1 §6.121 and §6.122. Receiving Agency will pay based on fees in effect (or approved by) the Commission each year. Any change in fee schedule will not have an automatic impact on the not-to-exceed contract amounts referenced in Section V below. Reimbursable costs under this Contract will be calculated for Records Center Services in accordance with Texas Government Code as cited in Section II and as listed in the attached Fee Schedules effective September 1, of each year and any subsequent fee schedules effective as of September 1 of the second year for which services are provided. TSLAC will provide copies of any subsequent fee schedules to the agency contact listed in Section 1 of this Contract on or before the updated fees go into effect.

IV. CONTRACT AMOUNT

The maximum amount of this Contract shall not exceed \$81,000.00. However, the total Contract Amount can only be increased by an executed amendment to this Contract. Of the total amount of this Contract, \$6,000.00 of this amount is designated for storage services and \$75,000.00 is designated for imaging services. The total amount of this Contract is an estimate based on prior services provided by the Performing Agency for services requested by the Receiving Agency. It is the responsibility of both the Performing and Receiving Agencies to amend this Contract as the scope of services changes during the Contract term.

V. INVOICING FOR SERVICES

The Performing Agency will submit invoices to the Receiving Agency on a monthly basis and will provide support documentation for any change in the storage, circulation, and/or imaging charges incurred during the invoicing period. This documentation will be provided at no additional charge. Any additional reports requested by the Receiving Agency will be charged as "Other Services" and will be discussed and agreed upon by both parties prior to the start of the work.

Invoices will be submitted to the Receiving Agency as PDF files via email to the contact listed below. The Receiving Agency is responsible for informing the Performing Agency at ar@tsl.texas.gov if the billing email address changes or some other method of submission is necessary for the invoices.

The Receiving Agency's email address for receiving invoices is: nrister@wilco.org.

VI. PAYMENT FOR SERVICES

Payment for services performed under this Contract will be processed monthly in accordance with the Interlocal Cooperation Act, Texas Government Code, Chapter 791, § 791.011.

The Receiving Agency will remit payment to the following address:

Texas State Library and Archives Commission
Accounts Receivable
Box 12516
Austin, TX 78711-2516

VII. CANCELLATION OF CONTRACT

This Contract may be canceled by either party provided the following conditions are met. To terminate this Contract, either party must submit a written notice of intent to terminate the Contract to the other party at the email address listed in Section I of this Contract at least 30 days prior to the intended termination date. The termination notice must reference the State and Local Records Management (SLRM) Contract Number and must be dated and signed by the agency head or the authorized records management officer. The date of actual Contract termination must be mutually agreed to in writing by both parties to allow for the appropriate and efficient disposition of all records in storage or micro-conversion in process at the time of cancellation notice. Payment for storage services performed will be the responsibility of the Receiving Agency until all records are removed from storage, and payment for imaging services will be due for all imaging services performed prior to the agreed termination date. All fees will be calculated as outlined in the attached fee schedules.

VIII. TERM OF CONTRACT

This Contract begins September 1, 2024 and terminates on August 31, 2025.

The undersigned parties bind themselves to the faithful performance of this Contract and hereby certify that (1) the services specified are necessary and essential and are properly within the statutory functions and programs of the affected agencies of state government; (2) the proposed arrangements serve the interest of efficient and economical administration of those agencies; (3) the services, supplies or materials contracted for are not required to be supplied under contract to the lowest responsible bidder, and (4) the contract neither requires, nor permits, either party to exceed its duties and responsibilities or the limitations of its appropriated funds. It is mutually understood that this Contract will not become effective until signed by both parties below.

RECEIVING AGENCY

Williamson County Clerk

By: _____
Judge Bill Gravell, County Judge

Date: _____

PERFORMING AGENCY

Texas State Library and Archives Commission

By: _____
Donna Osborne, Chief Operations and Fiscal Officer

Date: _____

By: _____
Sarah Swanson, General Counsel

Date: _____

By: _____
Craig Kelso, Division Director – SLRM

Date: _____

GENERAL INSTRUCTIONS

An electronic copy of this entire document, including any attachments, addenda, and/or exhibits must be submitted to the Receiving Agency for approval. The Receiving Agency must sign and return an electronic copy to: ar@tsl.texas.gov

Commissioners Court - Regular Session

13.

Meeting Date: 09/24/2024

Williamson County MUD #11 (Tera Vista) Amendment for County Sheriff

Submitted For: Mike Gleason

Submitted By: Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an Amendment to Standard Agreement with Local Governmental Entity regarding Off-Duty contracting of County Sheriff Deputies by and between Williamson County MUD #11, Williamson County Sheriff's Office and Williamson County, Texas relating to an amendment to the vehicle reimbursement amount.

Background

On August 29, 2023, the Standard Agreement with Williamson County MUD #11 (Tera Vista) was approved in Commissioners Court for a three year period at at \$13.00/hour vehicle reimbursement rate effective September 1, 2023. Judge Gravell executed this Standard Agreement on the same day. On June 18, 2024, the Commissioners Court approved to increase the vehicle reimbursement rate to \$14.00 per hour effective October 1, 2024. Since the current Standard Agreement does not expire until September 30, 2026, the Sheriff's Office is presenting this amendment with Williamson County MUD #11 (Tera Vista) for the vehicle rate increase.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Williamson Co. MUD #11
Standard Agreement

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 09/19/2024

Reviewed By

Becky Pruitt

Date

09/19/2024 10:56 AM

Started On: 09/12/2024 01:37 PM

**AMENDMENT TO
STANDARD AGREEMENT WITH LOCAL GOVERNMENTAL
ENTITY REGARDING OFF-DUTY CONTRACTING OF
COUNTY SHERIFF DEPUTIES**

This Amendment to Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies (hereinafter, "Amendment") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas; Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

RECITALS

WHEREAS, the LGE, COUNTY, and SHERIFF'S OFFICE previously executed that certain Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies (the "Agreement"), being dated effective as of the date of the Commissioners Court approval and execution on September 1, 2023, wherein COUNTY granted permission for the LGE to contract, in a private capacity, with Deputies of the SHERIFF'S OFFICE while such Deputies are not on duty for the COUNTY and for usage of the COUNTY's vehicle related thereto;

WHEREAS, the COUNTY increased the vehicle usage reimbursement rate set forth under Section 7 of the Agreement; and

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

AGREEMENT

NOW, THEREFORE, premises considered, the LGE, COUNTY, and SHERIFF'S OFFICE agree that the Agreement is supplemented, amended and modified as follows:

I. Amendment to Section 7 of the Agreement:

Section 7 of the Agreement is amended and supplanted by the following:

COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of **\$14.00 per hour per vehicle** (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

II. Terms of Agreement Control and Extent of Amendment

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

IN WITNESS WHEREOF, the LGE, COUNTY, and SHERIFF'S OFFICE have executed this Amendment, in duplicate, to be effective as of October 1, 2024.

Local Governmental Entity (LGE):

Name of LGE: Williamson County MUD No. 11

Signature: 

Printed Name: ALAN TILLMAN

Title: PRESIDENT

Date: September 10, 2024

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: 

Date: September 19, 2024

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

COUNTY:

By: _____
Williamson County Judge or
Presiding Officer,
Williamson County Commissioners Court
710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____, 20____

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

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

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

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

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

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

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

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

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

LGE:

Name of LGE: Williamson County MUD No. 11

Signature: Alan R Tillman

Printed Name: ALAN R TILLMAN

Title: President

Date: August 8th, 2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: August 18, 2023

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

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

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK¹

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: Bill Shreve, Jr.
Bill Shreve (Aug 29, 2023 15:57 CDT)
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: Aug 29, 2023 _____, 20____

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

Item #18 Tera Vista Standard Agreement

Final Audit Report

2023-08-29

Created:	2023-08-29
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAALHXMRx4gs06t1f70PQNCCpQ84hvcoXHp

"Item #18 Tera Vista Standard Agreement" History

-  Document created by Starla Hall (starlahall@wilco.org)
2023-08-29 - 5:25:26 PM GMT
-  Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2023-08-29 - 5:26:33 PM GMT
-  Email sent to amanda.brown@wilco.org bounced and could not be delivered
2023-08-29 - 5:26:35 PM GMT
-  Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-08-29 - 5:26:40 PM GMT
-  Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-08-29 - 5:26:59 PM GMT
-  Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-08-29 - 5:27:00 PM GMT
-  Email viewed by Bill Gravell (bgravell@wilco.org)
2023-08-29 - 8:57:03 PM GMT
-  Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2023-08-29 - 8:57:12 PM GMT - Time Source: server
-  Agreement completed.
2023-08-29 - 8:57:12 PM GMT



Commissioners Court - Regular Session

14.

Meeting Date: 09/24/2024

Approval of Agreement to Participate in Petcademy by Pethealth Services (USA) LLC for the Animal Shelter.

Submitted For: Joy Simonton

Submitted By: Sandra Malcolm, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Agreement #2024282 between Williamson County and Pethealth Services (USA) LLC. to participate in Petcademy with the not to exceed amount of \$9,000.00 and authorizing the execution of the agreement.

Background

Petcademy is an online platform for new pet adopters that gives them 30 days of complimentary access to videos from certified trainers and behavioral consultants. Adopter information will be taken directly from PetHealth's Pet Point database, which the shelter already uses as their primary record keeping system. Every adopter will receive the complimentary 30 days of Petcademy training and Pethealth will invoice the Williamson County Regional Animal Shelter \$2.00 per adopter on an annual basis. Legal, Contract Audit, Auditor's Office and Budget have all approved this agreement. This purchase was approved for the FY24 budget. Orig #260. Funding is 01.0546.0546.004232. Department point of contact is Linda Gunter.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Petcademy Disclosure and Agreement
1295 form

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Sandra Malcolm
Final Approval Date: 09/18/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

09/18/2024 03:40 PM
09/18/2024 04:11 PM
Started On: 09/10/2024 08:39 AM

Disclosure and Agreement to Participate in Petcademy

This Disclosure and Agreement to Participate in Petcademy (Disclosure and Agreement”) is between Pethealth Services (USA) LLC (formerly, Pethealth Services (USA) Inc.) (“Pethealth”) and [Shelter Name] (the “Shelter”) and shall be effective as of the date of signing below.

Pethealth takes the privacy and security of the information it receives from you seriously. At the same time, we have been and continue to be committed to transparency about our collection and use of the information we receive from you. With these principles in mind, we ask that you review the information herein and then sign below acknowledging your approval to share adopter(s) data (“Data”) with Petcademy Inc. (“Petcademy”).

Background

Petcademy is an independent organization that has developed an online platform, www.petcademy.org for pet parents. The goal of the website is to provide pet parents with the knowledge and tools required to foster a harmonious relationship with their pets by providing them access to videos from certified trainers and behavioral consultants. Pethealth and Petcademy have entered into an agreement whereby new adopters will be provided with 30 days of complimentary Petcademy training.

What Does This Mean?

Upon providing notice to the adopter(s) about their complimentary Petcademy training, and obtaining their consent, Pethealth will provide the Shelter’s adopter(s) Data to Petcademy on a daily basis in order for Petcademy to contact the adopter(s) and provide access to the 30 days of Petcademy training.

Every adopter will receive the complimentary 30 days of Petcademy training and Pethealth will invoice your organization \$2.00 USD per adopter on an annual basis. The Data shared with Petcademy by Pethealth is completely voluntary and can be turned off at any time with written notice to Pethealth.

This Disclosure and Agreement shall be governed by the PetPoint Application Service Provider Agreement terms and conditions, entered into by Pethealth and the Shelter, effective January 10, 2023, up until the adopter(s) Data is shared with Petcademy. Once Petcademy receives the adopter(s) Data and begins communication with the adopter(s), Petcademy will be responsible for the relationship and any agreement with the adopter(s) thereafter. Pethealth and the Shelter shall have no further obligations in relation to Petcademy and the training it will provide, once the adopter(s) Data is shared with Petcademy.

By signing below, you acknowledge that you have read this Disclosure and Agreement in its entirety, understand the contents herein and agree that Pethealth Services (USA) LLC can share your adopter's Data with Petcademy and shall be invoiced accordingly.

For your signature in agreement, please click the following box and maintain a copy of this document for your records:

Name of Authorized Signer

Signature of Authorized Signer

Date

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Sep 12 2024 Time: 1:56 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Sep 10 2024 Time: 9:27 am

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Pethealth Services (USA) LLC
 Chicago, IL United States

Certificate Number:
 2024-1206228

Date Filed:
 08/27/2024

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

Date Acknowledged:
 09/10/2024

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.
 2024282
 Petcademy participation

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.

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

15.

Meeting Date: 09/24/2024

Approval of Service Order for Ethernet Local-Area Network (E-LAN) Connection to County Building from Astound Business Solutions for Information Systems

Submitted For: Joy Simonton

Submitted By: Sandra Malcolm, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Service Order #2024312 between Williamson County's and Astound Business Solutions for Ethernet local-area network (E-LAN) Services and internet connectivity to county building located at 9500 N. Lake Creek Parkway, Austin TX 78717 in the amount of \$2,500.00 per month pursuant to TIPS contract #230105, and authorizing the execution of the Service Order.

Background

Approval of this Service Order will benefit the Information Systems department with an ongoing month-to-month agreement for Ethernet local-area network (E-LAN) Services to continue the installation of the 10Gb dedicated internet access connections. The fiber lines are being installed to connect to the buildings noted. E-LAN is a piece of IT infrastructure that uses Ethernet cable to connect computers, servers, printers and other devices. A signature is needed on the attached Service Order. Orig #804. The department point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Astound MSA Approved
Astound Service Order
1295 form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/19/2024 11:26 AM
County Judge Exec Asst.	Becky Pruitt	09/19/2024 11:36 AM
Form Started By: Sandra Malcolm		Started On: 09/18/2024 01:47 PM
Final Approval Date: 09/19/2024		



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MASTER SERVICES AGREEMENT FOR ENTERPRISE SERVICES – GOVERNMENTAL CUSTOMER

This Master Services Agreement for Enterprise Services (this “MSA” or “MSA”) is entered into as of this 27th day of June, 2022 (the “Effective Date”), by and between ASTOUND BUSINESS SOLUTIONS, LLC, a Delaware limited liability company, acting on behalf of itself and as agent for its Affiliates (collectively, “Provider”), and Williamson County, Texas, a Texas governmental body (“Customer”). For purposes of this MSA, the term “Affiliate” shall mean any other person which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the first person or any of its subsidiaries. Affiliates of Astound Business Solutions, LLC include, but are not limited to (i) RCN Telecom Services, LLC, (ii) Grande Communications Networks, LLC, and (iii) Wave Business Solutions, LLC. Each of Provider and Customer may be referred to in this MSA as a “Party” and together as the “Parties.”

ARTICLE 1 – STRUCTURE OF AGREEMENT

1.1 Purpose of MSA. Provider and its Affiliates provide various facilities-based telecommunications services, including Ethernet transport, dedicated Internet access, phone over fiber, dark fiber, and related services (as applicable, the “Services”). This MSA is neither an agreement to purchase nor a commitment to provide Services. The purpose of this MSA is to provide the general terms, conditions and framework within which Customer and its Affiliates may from time to time purchase Services from Provider and its Affiliates, pursuant to one or more “Service Orders,” as described in Section 1.2 below.

1.2 Service Orders. The purchase of Services shall be accomplished only through the negotiation and mutual execution and delivery of a Service Order memorializing the terms and conditions pursuant to which Provider shall provide the desired Services to Customer. Service Orders shall clearly specify the following: (i) the type of Service at issue (e.g., Internet access, data transport, VoIP, dark fiber, etc.); (ii) the location(s) at which the Service is to be provided (each, a “Service Site”); (iii) the initial term of the Service Order (the “Initial Service Term”); (iv) the pricing for the Service, including (a) the monthly recurring charges (“MRC”) for the Service, and (b) any non-recurring charges (“NRC”) associated with installation of the Service; and (v) any other terms or conditions specific to the particular Service Order. Each fully-executed Service Order shall be governed by and become part of this MSA, and this MSA together with all fully-executed Service Orders shall be collectively referred to as the “Agreement.” Depending on the location of the Service Site, in some instances Services may be provided by an Affiliate of Provider.

1.3 Additional Documents Comprising Agreement; Order of Precedence. If one or more Service Level Agreements are attached to this MSA as Exhibits (the “SLA”), the SLA constitutes a part of this MSA. Customer’s use of any Services purchased pursuant to the Agreement will also be governed by Provider’s Acceptable Use Policy for Commercial Services (the “AUP”) which is posted on Provider’s website at <http://www.astound.com/business/aup>. Additional provisions that are applicable only to specific types of Services are contained in Provider’s Service-Specific Terms and Conditions (the “Service-Specific T&Cs”) which is posted on Provider’s website at <http://www.astound.com/business/service-terms>. In the event of a conflict between the provisions of any of the foregoing documents, the documents shall have the following order of precedence unless expressly stated otherwise in a particular Service Order: (i) this MSA (including the SLA); (ii) the applicable Service Order; (iii) the AUP; and (iv) the Service-Specific T&Cs.

ARTICLE 2 – TERM AND RENEWAL

2.1 Term of MSA. The term of this MSA (the “MSA Term”) shall be for five (5) years, commencing on the Effective Date and expiring on the date that is one day prior to the fifth (5th) anniversary of the Effective Date. Notwithstanding the foregoing, so long as any one or more Service Orders entered into pursuant to this MSA remain in effect, this MSA shall not terminate with respect to said Service Orders but shall continue to govern same until the expiration or termination of said Service Orders.

2.2 Term of Service Orders. The Initial Service Term of each Service Order shall be as specified in the Service Order. Upon expiration of the Initial Service Term, unless either Party terminates the Service Order by giving written notice of termination to the other Party not less than thirty (30) days prior to the end of the Initial Service Term, this Service Order will begin to automatically renew on a month-to-month basis (the “Renewal Term”). During the Renewal Term, either Party may terminate this Service Order by giving no less than thirty (30) days’ advance written notice of termination to the other Party. The total period of time a Service Order is in effect is referred to as the “Service Term” for the Service Order at issue. The total period of time a



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Service Order is in effect is referred to as the “**Service Term**” for the Service Order at issue.

ARTICLE 3 – INSTALLATION, TESTING, ACCEPTANCE AND USE

3.1 Service Site; Demarcation Points; Equipment. Unless a Service Site is within Provider’s control, Customer shall provide Provider with access to the Service Site as and to the extent reasonably necessary for Provider to install, test, inspect and maintain the Service(s) ordered during the Service Term. Unless otherwise stated in a Service Order: (i) Provider shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the “**Provider Equipment**”) necessary to connect Provider’s network facilities to the Customer demarcation point(s) at the Service Site (the “**Demarcation Point(s)**”); and (ii) Customer shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the “**Customer Equipment**”) from the Demarcation Point(s) to Customer’s internal network. Unless a Service Site is within Provider’s control, Customer shall be responsible for maintaining appropriate conditions at the Service Site, including HVAC, electrical power, and security. Title to the Provider Equipment shall at all times remain vested in Provider. Customer shall not re-arrange, disconnect, tamper with, attempt to repair, or otherwise interfere with the Provider Equipment, nor shall Customer permit any third party to do so.

3.2 Testing, Acceptance and Service Commencement Date. Provider shall use commercially reasonable efforts to install the Services consistent with Provider’s usual and customary installation timeline, and shall endeavor to keep Customer regularly informed regarding installation progress. Provider shall notify Customer when a Service has been installed and is ready for testing and use. Customer may, at Customer’s option, participate in Provider’s final testing of the Service. For Services having a committed bandwidth, the committed information rate shall be measured at the Ethernet layer and includes the Ethernet frame itself. The Initial Service Term for the Service at issue shall commence on the date on which the Service has been installed, tested and is active and available for use by Customer (the “**Service Commencement Date**”). Customer shall have a period of five (5) business days after the Service Commencement Date in which Customer may notify Provider that the Service at issue is not functioning properly. If Customer notifies Provider of problems with a Service pursuant to this Section 3.2, Provider shall investigate and correct same and the Service Commencement Date shall be revised to be the first calendar day after the date on which Provider has corrected the problems. Unless Customer delivers notification of problems to Provider within the time period set forth above, Customer shall be deemed to have accepted the Service at issue and to have confirmed that the Service has been installed and is functioning properly as of the Service Commencement Date.

3.3 No Sub-Licensing; Non-Compete. Any Services provided to Customer pursuant to the Agreement are for the sole benefit of Customer. Customer shall not grant to any third party the right to use any of the Services, regardless of whether such grant were to take the form of a license, sublicense, lease, sublease, or any other form. Nor shall Customer use the Services for commercial purposes that are competitive with Provider’s business (e.g., use the Services to sell Internet access services, point-to-point data transport services, VoIP services, etc., to third parties within Provider’s service area).

ARTICLE 4 – PAYMENT AND BILLING

4.1 Invoicing. All amounts owed by Customer to Provider under the Agreement shall be collectively referred to as “**Fees**.” Provider shall begin billing Customer for the MRC applicable to a Service as of the Service Commencement Date. Invoices shall be delivered monthly, and payment for Services provided hereunder shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the date Customer receives Provider’s invoice for the applicable Services. Fixed Fees shall be billed in advance and usage-based Fees shall be billed in arrears. Fixed fees for any partial month shall be pro-rated. For Services having an NRC, unless otherwise stated in the Service Order, Provider shall invoice Customer for the NRC upon full-execution of the Service Order. The Parties will work together in good faith to resolve payment disputes in accordance with the procedure set out in Section 4.2 below. Interest charges for undisputed 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.

4.2 Disputed Invoices. If Customer in good faith disputes any portion of a Provider Invoice, Customer shall pay the undisputed portion of the invoice and submit written notice to Provider regarding the disputed amount, which notice shall include



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documentation supporting the alleged billing error (each such notice, a “**Fee Dispute Notice**”). A **Fee Dispute Notice** must be submitted to Provider within thirty (30) days from the date the invoice at issue is received by Customer. Customer waives the right to dispute any Fees not disputed within such thirty (30) day period. The Parties shall negotiate in good faith to attempt to resolve any such disputes within sixty (60) days after Customer’s delivery of the applicable **Fee Dispute Notice**.

4.3 **Applicable Taxes.** All charges for Services set forth in Service Orders are exclusive of Applicable Taxes (as defined below). Except for taxes based on Provider’s net income or taxes for which Customer possesses a valid exemption certificate, Customer shall be responsible for payment of all applicable taxes and regulatory fees, however designated, that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, fees, assessments, duties, charges or surcharges, that are imposed on, incident to, or based upon the provision, sale, or use of the Service(s) (collectively “**Applicable Taxes**”). The Applicable Taxes will be individually identified on invoices. If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Provider with a valid exemption certificate (in a form reasonably acceptable to Provider). Provider will give prospective effect to any valid exemption certificate provided in accordance with the preceding sentence.

ARTICLE 5 – DEFAULT AND REMEDIES

5.1 **Customer Default.** Each of the following shall constitute a default by Customer under the Agreement (each a separate event of “**Default**”): (i) if Customer fails to pay any undisputed Fees when due, the failure of Customer to cure same within ten (10) days after receiving written notice from Provider regarding such failure to pay; (ii) if Customer fails to comply with any other material provision of the Agreement, the failure of Customer to cure same within thirty (30) days of receiving written notice from Provider regarding such non-compliance; or (iii) if Customer files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.2 **Remedies for Customer Default.** In the event of a Default by Customer under the Agreement, Provider may, at its option: (i) suspend any applicable Services until such time as the Customer Default has been corrected (provided, however, that any suspension shall not relieve Customer’s on-going obligation to pay Provider all Fees and other amounts due under the Agreement as if such suspension of Services had not taken place); (ii) terminate the applicable Service(s) and/or the applicable Service Order(s); (iii) after the occurrence of any two Customer Defaults in any twelve (12) month period, terminate all Service Orders entered into with Customer; and/or (iv) pursue any other remedy available to Provider under the Agreement or applicable law. In the event of early termination for Customer Default pursuant to this Section 5.2, Customer shall pay to Provider the Termination Charge described in Section 6.3 below.

5.3 **Provider Default.** Each of the following shall constitute a Default by Provider under the Agreement: (i) if Provider fails to comply with any material provision of the Agreement other than provisions of the SLA, the failure by Provider to cure same within thirty (30) days of receiving written notice from Customer regarding such non-compliance; or (ii) Provider files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.4 **Remedies for Provider Default.** In the event of a Default by Provider under the Agreement Customer may, at its option: (i) terminate the applicable Service(s) and/or the applicable Service Order(s); and/or (ii) pursue any other remedy available to Customer under the Agreement or applicable law. Early termination by Customer shall be accomplished by providing termination notice to Customer’s account manager and to the notice address specified in Article 13 below. In the event of early termination for Provider Default pursuant to this Section 5.4, Provider shall reimburse Customer for any pre-paid, unused monthly service Fees attributable to the terminated Service(s) and/or Service Order(s), and Customer shall have no further liability to Provider for the terminated Service(s) and/or Service Order(s). Early termination by Customer pursuant to this Section 5.4 shall not relieve Customer of its obligations to pay all Fees Incurred prior to the early termination date.

ARTICLE 6 – EARLY TERMINATION & PORTABILITY

6.1 **Early Termination for Non-Appropriation.** Customer is a public entity subject to legislative appropriation requirements.



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As a general matter, Customer cannot legally be obligated to make payments for Services that are provided after the end of the fiscal period in which Customer executes a particular Service Order. In the event that, for any future fiscal period, sufficient funds are not appropriated or allocated for payment of any one or more Service Orders, Customer may terminate the Service Order at Issue as a matter of public convenience as provided herein without incurring a Termination Charge or any other early termination fee. If and when Customer becomes aware that non-allocation of funds for the coming fiscal period appears likely, Customer shall use reasonable efforts to notify Provider of that possibility prior to the end of the then-current fiscal period. Once the non-appropriation decision has been made, Customer shall, as soon as reasonably practicable, deliver written notice of termination for non-appropriation to Provider specifying which Service or Services and/or which Service Order or Service Orders are being terminated for non-appropriation and the date on which such early termination shall occur. Customer shall remain obligated to pay for all Services delivered through the date of termination.

6.2 Early Termination for Customer Convenience. Customer may, at any time after executing a Service Order, discontinue one or more of the Services ordered and/or terminate the Service Order by giving at least thirty (30) days' advance written notice to Customer's account manager and to the notice address specified in Article 13 below. Any early termination of a Service pursuant to this Section 6.2 shall be referred to as "**Termination for Customer Convenience.**" In the event of Termination for Customer Convenience, Customer shall pay to Provider the Termination Charge described in Section 6.4 below.

6.3 Early Termination for Default. In accordance with Article 5 above, either Party may elect to terminate one or more Service Orders prior to the scheduled expiration date in the event of an uncured Default by the other Party.

6.4 Termination Charge. In the event of Termination for Customer Convenience pursuant to Section 6.2 above, or termination for Customer Default pursuant to Section 5.2 above, Customer shall pay a Termination Charge to Provider to the extent authorized under Texas law. The "**Termination Charge**" shall equal the sum of the following: (i) all unpaid amounts for Services actually provided prior to the termination date; (ii) any portion of the NRC for the terminated Service(s) that has not yet been paid to Provider; (iii) with respect to off-net Services only, any documented cancellation or termination charges or fees imposed on Provider by any third party in connection with the early termination of the Services; and (iv) one hundred percent (100%) of all remaining MRCs Customer was to pay Provider for the Service during the remainder of the applicable Service Term. If incurred, the Termination Charge will be due and payable by Customer within thirty (30) days after the termination date of the Service at Issue. Customer acknowledges that the calculation of the Termination Charge is a genuine estimate of Provider's actual damages and is not a penalty or a windfall in favor of Provider.

6.5 Portability; Substitution of Services. At any time during the Service Term of a Service Order, Customer may elect to substitute new Services for then-existing Services. In such event, Provider will waive the Termination Charge associated with the termination of the then-existing Services as long as: (i) the Fees payable to Provider in connection with the substitute Services are equal to or greater than the Fees of the discontinued Services; (ii) Customer commits to retain the substitute Services for a period equal to or greater than the remainder of the Service Term for the discontinued Services; (iii) Customer pays all applicable installation and other NRCs, if any, for provision of the substitute Services; and (iv) Customer reimburses Provider for all reasonable and documented engineering, installation and construction costs associated with the discontinued Services, calculated on a time and materials basis, that have not already been recovered by Provider by the time of the substitution.

ARTICLE 7 – CONFIDENTIAL INFORMATION

7.1 Definition of Confidential Information. "**Confidential Information**" shall mean all information, including the Agreement, regarding the telecommunications needs of Customer and the Services that Provider offers under the Agreement which is disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), to the extent that such information is marked or identified as confidential or proprietary or would be reasonably deemed confidential or proprietary given the circumstances surrounding its disclosure. All written or oral pricing and contract proposals, as well as network maps or diagrams exchanged between the Parties shall be deemed Confidential Information, whether or not so designated. The fact that Customer is a customer of Provider shall not be deemed Confidential Information and may be freely disclosed by either Party. Information shall not be deemed Confidential Information if (i) it is independently developed by or for the Receiving Party, (ii) it is lawfully received by the Receiving Party free of any obligation to keep it confidential, (iii) it becomes generally available to the public other than by breach of the Agreement, or (iv) it was known to the Receiving Party prior to the Disclosing Party's disclosure of same.



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7.2 Obligations Regarding Confidential Information. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. The Receiving Party shall hold all Confidential Information in confidence. The Receiving Party: (i) shall use such Confidential Information only for the purposes of performing its obligations and/or enforcing its rights under the Agreement; (ii) shall reproduce such Confidential Information only to the extent necessary for such purposes; (iii) shall restrict disclosure of such Confidential Information to employees, contractors, advisors or consultants that have a need to know for such purposes (with disclosure to contractors, advisors and consultants being limited to contractors, advisors and consultants that have signed a non-disclosure agreement to protect the Confidential Information of third parties); (iv) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in the Agreement or as required by law, by court order, by administrative order of an agency having jurisdiction, or in the enforcement of its rights under the Agreement; and (v) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event a Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, court order or administrative order of an agency having jurisdiction, the Receiving Party will, if such notice is permitted by law, notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek judicial relief from the required disclosure, and reasonably cooperate with the Disclosing Party in any efforts the Disclosing Party may take to obtain protective measures in respect to the required disclosure. The Parties agree that breach of this Article 7 may cause irreparable injury for which monetary damages are not an adequate remedy; accordingly, each Party may seek injunctive relief and any other available equitable remedies to enforce the provisions of this Article 7.

7.3 Public Information Act. Notwithstanding anything to the contrary contained elsewhere in this Article 7, the Parties understand and acknowledge that Customer is a governmental entity, and that Texas law limits the ability of Customer to shield from public disclosure any information given to Customer. Accordingly, the Parties agree to work together to avoid disclosures to Customer by Provider of confidential information which would result in economic loss or damage to Provider if such information were to be disclosed to third persons by Customer pursuant to a request submitted under the Public Information Act, Texas Government Code Chapter 552, or other similar public disclosure law. In the event that Customer receives a request pursuant to the Public Information Act (or other similar law) to disclose information identified by Provider in writing as confidential, Customer's sole obligations to Provider shall be: (i) to promptly notify Provider; and (ii) to refrain from disclosing such records for a period of up to ten (10) business days to allow Provider an opportunity to seek legal protection against disclosure from a court of competent jurisdiction. Customer will not be required to withhold requested records beyond the ten (10) business days unless it may do so based on good faith reliance upon an exception to disclosure under the Public Information Act, or unless Customer is ordered to withhold disclosure by the order of a court having competent jurisdiction. Customer may, but shall not be required, to join in any legal proceedings relating to the requested disclosure unless required to do so by the court. In the event that Provider initiates legal proceedings, or Customer initiates legal proceedings or withholds requested records at Provider's request, Provider shall indemnify and hold Customer harmless from and against all costs, attorneys' fees, expenses, liabilities, damages or other liabilities Customer may incur due to the legal proceedings initiated at and/or Customer's withholding of records at Provider's request. Customer shall not be liable to Provider for any loss, cost or expense relating to the disclosure of requested records if Provider fails to obtain legal protection against disclosure and Customer releases the records in good faith.

ARTICLE 8 – LIMITATION OF LIABILITY

8.1 General Limitations. Provider shall not be liable for any loss or damage occasioned by a Force Majeure Event. Except as expressly provided to the contrary elsewhere in the Agreement, Provider's aggregate liability for any and all causes and claims arising under the Agreement, whether based in contract, tort, warranty or otherwise shall be limited to the lesser of: (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Provider from Customer for the Service(s) at issue during the preceding twelve (12) month period.

8.2 Service Level Agreement. Should Provider fail, on any one or more occasions, to deliver any one or more Services to Customer in accordance with all of the terms and conditions contained in the applicable SLA, Customer's sole and exclusive remedy for such failure shall be as set forth in the SLA. No such failure shall be considered a Default by Provider under the Agreement.

8.3 No Special Damages. EXCEPT FOR (i) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 7 ABOVE, (ii) EACH



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PARTY'S THIRD-PARTY INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 9 BELOW, AND (iii) CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR INCURRED IN CONNECTION WITH A PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA OR COST OF PURCHASING REPLACEMENT SERVICES, EVEN IF THE OTHER PARTY HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH SPECIAL DAMAGES.

8.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EITHER IN FACT OR BY OPERATION OF LAW, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 Assumption of Risk. PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED BY CUSTOMER THROUGH THE SERVICES, SERVICE INTERRUPTIONS ATTRIBUTABLE TO CUSTOMER'S NETWORK, ANY CUSTOMER EQUIPMENT FAILURES, OR ANY OTHER SUCH CAUSES, AND CUSTOMER USES THE SERVICES AT CUSTOMER'S OWN RISK. CUSTOMER SHALL BE RESPONSIBLE FOR THE SECURITY, CONFIDENTIALITY AND INTEGRITY OF INFORMATION CUSTOMER TRANSMITS OR RECEIVES USING ANY SERVICES.

8.6 Disclaimer Regarding HIPAA Compliance. If and to the extent Customer is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and needs its business associates to comply with HIPAA, Provider hereby notifies Customer that Provider's operations are not compliant with HIPAA. Provider's operations are generally exempt from HIPAA pursuant to the conduit exception. However, if and to the extent the Services provided pursuant to any Service Order would not qualify for the conduit exception, Provider's operations with respect to the Services are not HIPAA compliant. Provider will not execute a business associate agreement under HIPAA.

ARTICLE 9 – INDEMNIFICATION FOR THIRD PARTY CLAIMS

9.1 Indemnification by Customer. Customer shall indemnify, defend and hold Provider and its members, managers, officers, agents and employees (collectively, the "**Provider Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the Provider Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Customer's negligence or willful misconduct in exercising its rights or performing its obligations under the Agreement; (ii) Customer's noncompliance with or Default under the Agreement; and/or (iii) Customer's failure to comply with applicable law in connection with its performance under the Agreement. (All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Customer's rights.)

9.2 Indemnification by Provider. Provider shall indemnify, defend and hold Customer and its members, managers, officers, agents and employees (collectively, the "**Customer Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the Customer Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Provider's negligence or willful misconduct in exercising its rights and performing its obligations under the Agreement; (ii) Provider's noncompliance with or Default under the Agreement; and/or (iii) Provider's failure to comply with applicable law in connection with its performance under the Agreement.

9.3 Indemnification Procedures for Third-Party Claims. Should any third-party claim arise under this Article 9, the indemnified Party shall promptly notify the indemnifying Party of same in writing, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the indemnifying party shall not take any action in defense or settlement of the claim that would negatively impact the indemnified Party without the consent of the indemnified Party. The indemnified Party shall reasonably cooperate with the indemnifying Party in the defense of the third-party claim, including making its files and personnel reasonably available to the indemnifying Party, all at the cost and expense of the indemnifying Party.



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ARTICLE 10 – FORCE MAJEURE EVENTS

Neither Party shall be liable for any delay in or failure of performance hereunder (other than Customer's payment obligations under Article 4) due to causes beyond such Party's reasonable control including, but not limited to, acts of God, fire, flood, earthquake, ice storms, wind storms, or other severe weather events, explosion, vandalism, cable cut, terrorist acts, insurrection, riots or other civil unrest, national or regional emergency, unavailability of rights-of-way, a governmental authority's failure to timely act, inability to obtain equipment, material or other supplies due to strike, lockout or work stoppage, or any law, order, regulation, direction, action or request of any civil or military governmental authority (each, a "Force Majeure Event"). If any Force Majeure Event causes an increase in the time required for performance of any of its duties or obligations, the affected Party shall be entitled to an equitable extension of time for completion. If the delay in performance caused by the Force Majeure Event exceeds thirty (30) days, either Party may terminate the Agreement or the applicable Service Order(s) immediately on written notice to the other Party, without incurring any liability in connection with such termination.

ARTICLE 11 – DISPUTE RESOLUTION

11.1 **General Provisions.** Except for actions seeking a temporary restraining order or injunction, or suits to compel compliance with this dispute resolution process, the Parties agree to use the dispute resolution procedures set forth in this Article 11 with respect to any controversy or claim (each, a "Dispute") arising out of or relating to the Agreement. All discussions occurring and documents exchanged pursuant to Sections 11.2 and 11.3 below are confidential and inadmissible for any purpose in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation or mediation process.

11.2 **Negotiations.** Should any Dispute arise, either Party may give the other Party written notice of the Dispute (each, a "Dispute Notice"). The Parties shall use good faith efforts to resolve the Dispute through negotiation within thirty (30) days of the date on which the Dispute Notice is delivered. With respect to Fee disputes arising under Article 4, compliance with the negotiation procedures described in Section 4.2 shall be in lieu of the provisions of this Section 11.2. If the Parties do not resolve the Dispute within such thirty (30) day period, either of the Parties may submit the matter to non-binding mediation through a professional mediation service.

11.3 **Mediation.** If a Dispute is submitted to mediation, the Parties will cooperate in selecting a qualified mediator from a panel of neutral mediators having experience in the telecommunications and broadband Internet industry. The Parties shall share equally in the costs of mediation. If the Parties are unable to resolve the Dispute within sixty (60) days of submitting the Dispute to mediation, either Party may initiate litigation as is provided for in Section 11.4 below.

11.4 **Governing Law.** The Agreement and all matters arising out of the Agreement shall be governed by the laws of the State of Texas. Any judicial action arising in connection with the Agreement shall be in the District Court of the State of Texas in and for Williamson County.

ARTICLE 12 – ASSIGNMENT AND ASSUMPTION

Except as otherwise provided in this Article 12, neither Party shall assign, delegate or otherwise transfer the Agreement or its obligations under the Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the necessity of obtaining the other Party's consent, assign its interest in and to the Agreement to: (i) any entity acquiring such Party, whether by merger or through purchase of substantially all the assets of such Party; (ii) a lender as an asset securing indebtedness; or (iii) an Affiliate of such party; provided, that in the event of a transfer to an Affiliate, the transferring Party shall continue to remain liable for the obligations under the Agreement.

ARTICLE 13 – NOTICES

Unless otherwise provided elsewhere in the Agreement, any notice to be given to either Party under the Agreement will be in writing and directed to the addresses set forth below. Notices will be deemed received (i) the next business day, when sent by reliable, commercial overnight courier; (ii) three (3) business days after being sent by certified mail, postage prepaid and return receipt requested; (iii) when actually received, if sent by email during the business hours of 9:00 a.m. to 5:00 p.m. (recipient's time). Notices received after 5:00 p.m. (recipient's time) will be effective the next business day.



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If to Provider:

Astound Business Solutions, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
ATTN: Business Solutions

If to Customer:

Williamson County, Texas
100 Wilco Way, Suite P101
Georgetown, TX 78626
ATTN: Purchasing Department

With a Copy to:

Astound Business Solutions, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
ATTN: Legal Department

With a Copy to:

Either Party may change its notice address by giving notice to the other Party in accordance with this Article.

ARTICLE 14 – REPRESENTATIONS AND COVENANTS

Each Party represents and covenants to the other as follows: (i) the execution and delivery of the Agreement and the performance of its obligations hereunder have been duly authorized; (ii) the Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms; (iii) to the best of its knowledge and belief, it is in material compliance with all laws, rules and regulations and court and governmental orders related to the operation of its business; and (iv) it shall comply with all applicable laws and regulations when exercising its rights and performing its obligations under the Agreement.

ARTICLE 15 – MISCELLANEOUS

15.1 Entire Agreement; Interpretation. The Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. The Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. The Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of the Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties. If any provision of the Agreement or the application thereof to any person or circumstances shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of the Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect.

15.2 No Waiver. No failure by either Party to enforce any rights hereunder will constitute a waiver of such rights. Nor shall a waiver by either Party of any particular breach or default constitute a waiver of any other breach or default or any similar future breach or default. Provider's acceptance of any payment under the Agreement will not constitute an accord or any other form of acknowledgement or satisfaction that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by Provider for additional amounts due from Customer.

15.3 Relationship; No Third Party Beneficiaries. The Agreement is a commercial contract between Provider and Customer and the relationship between the Parties is that of independent contractors. Nothing in the Agreement creates any partnership, principal-agent, employer-employee or joint venture relationship between the Parties or any of their Affiliates, agents or employees for any purpose. The Agreement is for the sole benefit of Provider and Customer and is not intended to confer any rights on any other person; there are no third party beneficiaries of the Agreement.

15.4 Exhibits. The following Exhibits, which are attached to this MSA, are incorporated herein and by this reference made a part of this MSA:

- EXHIBIT A - Service Level Agreement for Lit Fiber Services
- EXHIBIT B - Service Level Agreement for Dark Fiber & Wavelength Services



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15.5 Computation of Time. Except where expressly provided to the contrary, as used in the Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in the Agreement. If the final date of any period of time set out in any provision of the Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in the Agreement, the term "business day" shall mean a day that is not a Saturday, Sunday or a legal holiday.

15.6 Counterparts; Electronic Signatures. This MSA and any Service Order entered into by the Parties pursuant to this MSA may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email will be considered the same as an original document. The Parties consent to the use of electronic signatures.

15.7 No Waiver of Customer's 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.

[Signatures on following page.]

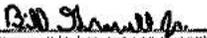


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The Parties are signing this MSA as of the Effective Date set forth in the preamble above.

CUSTOMER:

Williamson County, Texas

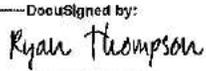
By 
By Bill Gravell (Jul 13, 2022 08:16:00)

Name: Bill Gravell

Title: Jul 13, 2022

PROVIDER:

Astound Business Solutions, LLC, a Delaware limited liability company

DocuSigned by:

By 37EC12964CF64ED...

Name: Ryan Thompson

Title: Sr. Director GEMS

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**EXHIBIT A to Master Services Agreement for Enterprise Services
Service Level Agreement for Lit Fiber Services**

This Service Level Agreement for Lit Fiber Services (this "SLA") is a part of the Master Services Agreement for Enterprise Services – Governmental Customer ("MSA") between Astound Business Solutions, LLC ("Astound") and Customer. Unless otherwise provided in the applicable Service Order, this SLA applies to the following types of Lit fiber Services provided by Astound pursuant to the MSA: (a) dedicated Internet access services, (b) Ethernet transport services, and (c) voice services, including hosted voice.

1. AVAILABILITY SLA

Astound's Network is designed to provide a **target Availability of at least 99.99%** per month. If the Availability target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Availability	Duration of Service Outage	Customer Credit as % of MRC for the applicable Circuit*
99.99% Availability	Less than 4 minutes 20 seconds	Target Met
	4 min. 20 sec. up to 2 hours	5%
	> 2 hour up to 6 hours	10%
	> 6 hours up to 12 hours	20%
	> 12 hours up to 24 hours	35%
	> 24 hours	50%

*Customer credits for Unavailability are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

2. MEAN TIME TO RESTORE ("MTTR") SLA

In the event of Outages in Services due to failure or malfunction of the Astound Network or Astound Equipment, Astound's CNO is designed to provide a **MTTR of 6 hours or less**. If the target MTTR is not met for a particular circuit in a given calendar month, and Customer receives a Service from Astound on the circuit at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Circuit
6 hr MTTR	≤ 6 Hrs.	Target Met
	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

3. PACKET DELIVERY/PACKET LOSS SLA

The Astound Network is designed to provide **no greater than 0.1% Packet Loss**. If the Packet Loss target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA. Customer credits for average monthly Packet Loss are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.



Target Maximum Packet Loss	Actual Packet Loss (lower end – upper end)	Customer Credit as % of MRC for the applicable Circuit
≤ 0.1% Packet Loss	0% - 0.1%	Target Met
	> 0.1% - 0.4%	5%
	> 0.4% - 0.7%	10%
	> 0.7% - 1.0%	25%
	> 1.0%	50%

4. LATENCY SLA

The Astound Network is designed to provide a monthly average one-way Latency not to exceed the following:

- For “Local Market” distances of ≤ 75 miles = 10 ms
- For “Inter-Market” distances of between 76 – 750 miles = 20 ms
- For “Long-Haul” distances of > 750 miles = 50 ms

If the applicable Latency target is not achieved in a given month and Astound does not remedy the problem within fifteen (15) calendar days from the date on which Customer opens a Trouble Ticket with the Astound CNOC regarding excessive Latency, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Local Market Latency	Target Inter-Market Latency	Target Long-Haul Latency	Actual One-Way Latency (lower end - upper end)	Customer Credit as % of MRC for the applicable Circuit
10 ms or less	20 ms or less	50 ms or less	≤ Target Latency	Target Met
			> Target up to 8 ms over Target	5%
			> 8 ms up to 15 ms over Target	10%
			> 15 ms up to 20 ms over Target	25%
			> 20 ms over Target	50%

5. NETWORK JITTER SLA

The Astound Backbone Network is designed to have a monthly average one-way Network Jitter not to exceed the following:

- For Local Market distances of ≤ 75 miles = 2 ms
- For Inter-Market distances of between 76 – 750 miles = 5 ms
- For Long-Haul distances of > 750 miles = 15 ms

If the applicable Network Jitter target is exceeded in a given calendar month, Customer will be entitled to a credit of 1/30th of the MRC of the affected circuit for that month for each full 1ms of Network Jitter above the Network Jitter target set forth above. Any such credit must be claimed as described in this SLA.

6. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different circuit/path for the Service and circuit/path that experienced the Chronic Outage without incurring any Termination Charge or Installation fees; or (ii) terminate the affected Service for the circuit/path that experienced the Chronic Outage without incurring any Termination Charge.

7. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.



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"Astound Backbone Network" means Astound's core fiber backbone that connects Astound's POPs and regional hubs.

"Astound's Commercial Network Operations Center" or "Astound's CNOC" means Astound's commercial network operations center, which is staffed 24x7x365.

"Astound Network" means all equipment, facilities and infrastructure that Astound uses to provide Services to Customer, and includes Customer's access port. The "Astound Network" does not include Customer owned or leased equipment (unless leased from Astound), or any portion of Customer's local area network after the demarcation point for the Services provided by Astound.

"Availability" means the ability of Customer to exchange Ethernet packets with the Astound Network via Customer's router port. Availability is measured in minutes of uptime over the calendar month during which the Services are Available:

$$\begin{matrix} \% \text{ Availability} & = & \frac{(\text{Total Minutes in Month} - \text{Total Minutes of Unavailability in Month})}{\text{Total Minutes in Month}} \\ \text{(per calendar month)} & & \end{matrix}$$

For Ethernet Transport Services and VoIP Services, Availability is calculated at the individual circuit level, between Astound's Backbone Network and the Customer's router port. For Dedicated Internet Access Services, Availability is calculated from the Customer's router port through the Astound Network to the handoff point for the Internet. Dedicated Internet Access Service Availability does not include the availability of the Internet itself or any particular Internet resource. Periods of Excused Outage are not included in Availability metrics.

"Chronic Outage" means a series of three (3) or more Service Outages affecting the same Service on the same circuit during a given calendar month, each of which has an actual time to restore "TTR" in excess of Astound's targeted MTTR.

"Emergency Maintenance" means Astound's efforts to correct conditions on the Astound Network that are likely to cause a material disruption to or outage in services provided by Astound and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. Astound may undertake Emergency Maintenance at any time Astound deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

"Excused Outage" means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond Astound's reasonable control, such as, by way of example only, Force Majeure Events, acts or omissions of Customer or Customer's agents, licensees or end users, electrical outages not caused by Astound, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for Astound's delivery of the Services to Customer.

"Jitter" or "Network Jitter" refers to a variation in the interval at which packets are received, also described as the variability in Latency as measured in the variability over time of the packet Latency across a network. Jitter is calculated as an aggregate average monthly metric measured by Astound across the Astound Backbone Network between a sample of Astound POPs. Local access loops are not included. Periods of Excused Outage are not included in Jitter metrics.

"Latency" means how much time it takes, measured in milliseconds, for a packet of data to get from one designated point on Astound's Network to another designated point on Astound's Network. Latency is calculated as an aggregate average monthly metric measured by Astound across the Astound Backbone Network between a sample of Astound POPs. Local access loops are not included. Periods of Excused Outage are not included in Latency metrics.

"Mean Time to Restore" or "MTTR" means the average time required to restore the Astound Network to a normally operating state in the event of an Outage. MTTR is calculated on a circuit basis, as a monthly average of the time it takes Astound to repair all Service Outages on the specific circuit. MTTR is measured from the time an Outage related Trouble Ticket is generated by the Astound CNOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the



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number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\text{MTTR In Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

“Outage” means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by Astound. Unavailability does not include periods of Service degradation, such as slow data transmission.

“Packet Loss” means the unintentional discarding of data packets in a network when a device (e.g., switch, router, etc.) is overloaded and cannot accept any incoming data. Packet Loss is calculated as aggregate average monthly metric measured by Astound across the Astound Backbone Network between a sample of Astound POPs. Local access loops are not included. Periods of Excused Outage are not included in Packet Loss metrics.

“Scheduled Maintenance” means any maintenance of the portion of the Astound Network to which Customer’s router is connected that is performed during a standard maintenance window (1:00AM – 6:00AM Local Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer’s Service.

“Trouble Ticket” means a trouble ticket generated through the Astound CNOC upon notification of a Service-related problem. Trouble Tickets may be generated by Astound pursuant to its internal network monitoring process, or by Customer’s reporting of a problem to the Astound CNOC. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the Astound CNOC and open a Trouble Ticket regarding the problem; Trouble Tickets generated internally by Astound will not provide a basis for Customer credits or Chronic Outage remedies.

8. CLAIMING CREDITS AND REMEDIES

8.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be current in its financial obligations to Astound. Credits are exclusive of any applicable taxes charged to Customer or collected by Astound.

- (i) To claim SLA-related Service credits, Customer must do the following:
 - (a) Open a Trouble Ticket with the Astound CNOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);
 - (b) Submit a written request for the credit(s) to Customer’s account manager within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and
 - (c) Provide the following documentation when requesting the credit(s):
 - Customer name and contact information;
 - Trouble Ticket number(s);
 - Date and beginning/end time of the claimed Outage or failed SLA metric;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Outage or failed SLA metric.
- (ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:
 - (a) Open a Trouble Ticket regarding the Chronic Outage with the Astound CNOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;
 - (b) Submit a written request for a remedy regarding the Chronic Outage to Customer’s account



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manager within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and

- (c) Provide the following documentation when requesting the remedy:
- Customer name and contact information;
 - Type of remedy requested (e.g., substitution or termination);
 - Trouble Ticket numbers for each individual Outage event;
 - Date and beginning/end time of each of the claimed Outages;
 - Trouble Ticket number for the Chronic Outage at issue;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

8.2 Astound's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by Astound. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, Astound will evaluate the claim and respond to Customer within thirty (30) days. If Astound requires additional information in order to evaluate Customer's claim, Astound will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives Astound's request for additional information in which to provide the requested information to Astound. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. Astound will promptly notify Customer of Astound's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, Astound will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, Astound will notify Customer of the date on which the requested substitution or termination will occur. Astound's determination regarding whether or not an SLA has been violated shall be final.

8.3 Limitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) the failure of or refusal by Customer to reasonably cooperate with Astound in diagnosing and troubleshooting problems with the Services; (iii) scheduled Service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by Astound or Astound's Affiliates; (v) Force Majeure Events; (vi) Astound's inability (due to no fault of Astound) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) Astound's termination of the Service for cause, or as otherwise authorized by the Agreement; or (viii) Astound's inability to deliver Service by Customer's desired due date.

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**EXHIBIT B to Master Services Agreement for Enterprise Services
Service Level Agreement for Dark Fiber & Wavelength Services**

This Service Level Agreement for Dark Fiber & Wavelength Services (this "SLA") is a part of the Master Services Agreement for Enterprise Services – Governmental Customer ("MSA") between Astound Business Solutions, LLC ("Astound") and Customer. Unless otherwise provided in the applicable Service Order, this SLA applies to the following types of Services provided by Astound pursuant to the MSA: (i) dark fiber services, and (ii) wavelength services.

1. AVAILABILITY SLA

Astound's dark fiber paths and wavelengths are designed to provide a target Availability of at least 99.9% per calendar month. If the Availability target is not met with respect to a given dark fiber path or wavelength in a given calendar month, Customer will be entitled to a credit in the amount set forth below, which must be claimed as described in this SLA. Customer credits for Outages of dark fiber or wavelength Services are calculated on an individual path basis, and the amount of any credit is based on the portion of MRC allocable to the affected Service.

Duration of Unavailability	Customer Credit as % of MRC for the applicable Service
Less than 45 minutes	Target Met
45 Min. up to 8 hours	5%
> 8 hours up to 16 hours	10%
> 16 hours up to 24 hours	20%
> 24 hours	35%

2. MEAN TIME TO RESTORE ("MTTR") SLA

In the event of Outages in the Services, Astound's CNOC is designed to provide a MTTR of no greater than 6 hours. If the target MTTR is not met for a particular dark fiber path or wavelength in a given calendar month, and Customer receives a Service from Astound on the path at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Service
6 hr MTTR	≤ 6 Hrs.	Target Met
	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

3. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different path for the Service that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the path that experienced the Chronic Outage without incurring any Termination Charge.

4. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.



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"Astound's Commercial Network Operations Center" or "Astound's CNOC" means Astound's commercial network operations center, which is staffed 24x7x365.

"Astound Network" means all equipment, facilities and infrastructure that Astound uses to provide Services to Customer, and includes Customer's access port. The "Astound Network" does not include Customer owned or leased equipment (unless leased from Astound), or any portion of Customer's local area network after the demarcation point for the Services provided by Astound.

"Availability" means the dark fibers or the wavelength at issue is available to and accessible by Customer at the specified locations, is capable of transmitting signals and can otherwise be used by Customer. Availability does not involve the quality of data transmission. Periods of Excused Outage are not included in the Availability metric. Astound does not monitor the use or availability of dark fiber or wavelength Services, thus any Outage must be reported to Astound by Customer.

"Chronic Outage" means a series of three (3) or more Service Outages affecting the same Service on the path during a given calendar month, each of which has an actual time to restore "TTR" in excess of Astound's targeted MTTR.

"Emergency Maintenance" means Astound's efforts to correct conditions on the Astound Network that are likely to cause a material disruption to or outage in Services provided by Astound and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. Astound may undertake Emergency Maintenance at any time Astound deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

"Excused Outage" means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond Astound's reasonable control, such as, by way of example only, Force Majeure Events, acts or omissions of Customer or Customer's agents, licensees or end users, electrical outages not caused by Astound, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for Astound's delivery of the Services to Customer.

"Mean Time to Restore" or "MTTR" means the average time required to restore the Service(s) to a normally operating state in the event of an Outage. MTTR is calculated on a path/route basis, as a monthly average of the time it takes Astound to repair all Service Outages on the specific path/route. MTTR is measured from the time Customer opens an Outage related Trouble Ticket to the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\text{MTTR in Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

"Outage" means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by Astound. Unavailability does not include periods of Service degradation, such as slow data transmission.

"Scheduled Maintenance" means any maintenance of the portion of the Astound Network to which Customer's demarc is connected that is performed during a standard maintenance window (1:00AM – 6:00AM Local Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer's Service.

"Trouble Ticket" means a trouble ticket generated through the Astound CNOC upon notification of a Service-related problem. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the Astound CNOC and open a Trouble Ticket regarding the problem.



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5. CLAIMING CREDITS AND REMEDIES

5.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be current in its financial obligations to Astound. Credits are exclusive of any applicable taxes charged to Customer or collected by Astound.

- (i) To claim SLA-related Service credits, Customer must do the following:
 - (a) Open a Trouble Ticket with the Astound CNOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);
 - (b) Submit a written request for the credit(s) to Customer's account manager within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and
 - (c) Provide the following documentation when requesting the credit(s):
 - Customer name and contact information;
 - Trouble Ticket number(s);
 - Date and beginning/end time of the claimed Outage or failed SLA metric;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Outage or failed SLA metric.
- (ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:
 - (a) Open a Trouble Ticket regarding the Chronic Outage with the Astound CNOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;
 - (b) Submit a written request for a remedy regarding the Chronic Outage to Customer's account manager within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and
 - (c) Provide the following documentation when requesting the remedy:
 - Customer name and contact information;
 - Type of remedy requested (e.g., substitution or termination);
 - Trouble Ticket numbers for each individual Outage event;
 - Date and beginning/end time of each of the claimed Outages;
 - Trouble Ticket number for the Chronic Outage at issue;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

5.2 Astound's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by Astound. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, Astound will evaluate the claim and respond to Customer within thirty (30) days. If Astound requires additional information in order to evaluate Customer's claim, Astound will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives Astound's request for additional information in which to provide the requested information to Astound. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. Astound will promptly notify Customer of Astound's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, Astound will issue the credit to Customer's account, to



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appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, Astound will notify Customer of the date on which the requested substitution or termination will occur. Astound's determination regarding whether or not an SLA has been violated shall be final.

5.3 Limitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any Impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) the failure of or refusal by Customer to reasonably cooperate with Astound in diagnosing and troubleshooting problems with the Services; (iii) scheduled Service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by Astound or Astound's Affiliates; (v) Force Majeure Events; (vi) Astound's inability (due to no fault of Astound) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) Astound's termination of the Service for cause, or as otherwise authorized by the Agreement; or (viii) Astound's inability to deliver Service by Customer's desired due date.

[The remainder of this page is intentionally left blank.]

Service Order



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This Service Order (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between ASTOUND BUSINESS SOLUTIONS, LLC, a Delaware limited liability company, acting on behalf of itself and as agent for its Affiliates (collectively, "Provider"), and the customer specified below ("Customer"). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement for Enterprise Services by and between Provider and Customer dated June 27, 2022 (the "MSA"). All capitalized terms used but not defined in this Service Order shall have the meanings given to them in the MSA, which is incorporated into this Service Order by this reference. Affiliates of Astound Business Solutions, LLC include, but are not limited to (i) RCN Telecom Services, LLC, (ii) Grande Communications Networks, LLC, and (iii) Wave Business Solutions, LLC.

CUSTOMER Williamson County, T	DBA	CUSTOMER CONTACT NAME Richard Semple	CUSTOMER CONTACT INFO Office: Mobile: Email: rsemple@wilco.org
CUSTOMER BILLING ADDRESS 301 SE Inner Loop, Suite 105, Georgetown, TX, 78626, USA		ALTERNATIVE CUSTOMER CONTACT	ALTERNATIVE CUSTOMER CONTACT INFO
CUSTOMER ACCOUNT NUMBER 0 -		SERVICE ORDER REFERENCE NUMBER	ACCOUNT SALES REP Noel Turner - 775211 Chris Cox - 2618

INITIAL SERVICE TERM 60 months	SEGMENT Enterprise
--	------------------------------

Provider shall provide to Customer the services set forth below (each, a "Service"), at the location(s) set forth below (each, a "Service Site"), in exchange for the one-time, non-recurring installation charge ("NRC"), and the monthly recurring service charges ("MRC") set forth below:

PRODUCT LINE ITEM	Z-LOC ADDRESS (PRIMARY)	Z-LOC DEMARC	A-LOC ADDRESS	A-LOC DEMARC	UNITS	MRC / UNIT	TOTAL MRC	NRC / UNIT	TOTAL NRC
/29 Static IP Block (5 Usable)	1801 E Old Settlers Blvd, Round Rock, TX, 78664, USA	Cust Prem			1	\$0.00	\$0.00	\$0.00	\$0.00
DIA 10 Gb	1801 E Old Settlers Blvd, Round Rock, TX, 78664, USA	MPOE			1	\$2,500.00	\$2,500.00	\$0.00	\$0.00
/29 Static IP Block (5 Usable)	350 Discovery Blvd, Cedar Park, TX, 78613, USA	Cust Prem			1	\$0.00	\$0.00	\$0.00	\$0.00

SERVICE ORDER
Astound Business Solutions, LLC / Williamson County

PROPRIETARY AND CONFIDENTIAL

DIA 10 Gb	350 Discovery Blvd, Cedar Park, TX, 78613, USA	MPOE			1	\$2,500.00	\$2,500.00	\$0.00	\$0.00
/29 Static IP Block (5 Usable)	355 Texas Ave, Round Rock, TX, 78664, USA	Cust Prem			1	\$0.00	\$0.00	\$0.00	\$0.00
DIA 10 Gb	355 Texas Ave, Round Rock, TX, 78664, USA	Cust Prem			1	\$2,500.00	\$2,500.00	\$0.00	\$0.00
/29 Static IP Block (5 Usable)	405 Martin Luther King St, Georgetown, TX, 78626, USA	Cust Prem			1	\$0.00	\$0.00	\$0.00	\$0.00
DIA 10 Gb	405 Martin Luther King St, Georgetown, TX, 78626, USA	MPOE			1	\$2,500.00	\$2,500.00	\$0.00	\$0.00
/29 Static IP Block (5 Usable)	412 Vance St, Taylor, TX, 76574, USA	Cust Prem			1	\$0.00	\$0.00	\$0.00	\$0.00
DIA 10 Gb	412 Vance St, Taylor, TX, 76574, USA	MPOE			1	\$2,500.00	\$2,500.00	\$0.00	\$0.00
/29 Static IP Block (5 Usable)	5350 Bill Pickett Trail, Taylor, TX, 76574, USA	Cust Prem			1	\$0.00	\$0.00	\$0.00	\$0.00
DIA 10 Gb	5350 Bill Pickett Trail, Taylor, TX, 76574, USA	MPOE			1	\$2,500.00	\$2,500.00	\$0.00	\$0.00
/29 Static IP Block (5 Usable)	8160 Chandler Rd, Hutto, TX, 78634, USA	Cust Prem			1	\$0.00	\$0.00	\$0.00	\$0.00
DIA 10 Gb	8160 Chandler Rd, Hutto, TX, 78634, USA	Cust Prem			1	\$2,500.00	\$2,500.00	\$0.00	\$0.00
/29 Static IP Block (5 Usable)	911 Tracy Chambers Ln, Georgetown, TX, 78626, USA	Cust Prem			1	\$0.00	\$0.00	\$0.00	\$0.00
DIA 10 Gb	911 Tracy Chambers Ln, Georgetown, TX, 78626, USA	MPOE			1	\$2,500.00	\$2,500.00	\$0.00	\$0.00
NOTE: If the Demarcation Point listed above for a Service Site is the MPOE, then Customer is responsible for providing any necessary demarc extension / additional inside wiring to reach the Customer's premises/suite.						TOTALS	\$20,000.00	0	\$0.00

Note: The charges listed above do not include applicable taxes, fees and surcharges.

NOTES

The Interlocal Purchasing System - 200105 (TIPS #)

Important Notice Regarding E911 Service. The telephone Services provided hereunder are provided by Provider's Internet Protocol voice network (aka "VoIP"). Federal Communications Commission rules require that providers of VoIP phone services remind customers of these important E911 facts: (i) Provider needs a correct service site address in order to deliver accurate location information to E911; (ii) if you move your VoIP phone equipment to a different physical address, you must call Provider immediately to update the location information, otherwise E911 will not have your correct location information on file; (iii) VoIP services operate using the standard electrical power provided to the service site, so unless you have arranged for a back-up power supply, the Services will be unavailable during a power outage; (iv) You may not be able to make E911 calls if there is a power outage, network outage or other technical problems, or if your phone service is terminated or suspended. **By signing below Customer indicates that Customer has read and understands this notice regarding E911 service.**

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

DecSigned by:

Authorized Provider Signature

Ryan Thompson
Printed Name

Sr. Director GEMS
Title

6/27/2022
Date Signed


Authorized Customer Signature

Bill Gravel
Printed Name

County Judge
Title

Jul 13, 2022
Date Signed

Agenda Item #18, CC 7.12.22 Internet Upgrades MSA Astound Business Solutions for IT (Mary)

Final Audit Report

2022-07-13

Created:	2022-07-12
By:	Andy Portillo (andy.portillo@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzCFKanOV8Y4KOgJSHTa7mqLKcsdXwL.y-

"Agenda Item #18, CC 7.12.22 Internet Upgrades MSA Astound Business Solutions for IT (Mary)" History

-  Document created by Andy Portillo (andy.portillo@wilco.org)
2022-07-12 - 5:01:57 PM GMT- IP address: 66.76.4.65
-  Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for delegation
2022-07-12 - 5:07:06 PM GMT
-  Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2022-07-12 - 5:33:22 PM GMT- IP address: 104.47.65.254
-  Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2022-07-12 - 5:33:34 PM GMT- IP address: 66.76.4.65
-  Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2022-07-12 - 5:33:34 PM GMT
-  Email viewed by Bill Gravell (bgravell@wilco.org)
2022-07-12 - 5:34:00 PM GMT- IP address: 40.94.29.254
-  Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2022-07-13 - 1:16:41 PM GMT - Time Source: server- IP address: 66.76.4.65
-  Agreement completed.
2022-07-13 - 1:16:41 PM GMT





This Service Order (this “Service Order”) is entered into as of the date of last signature below (the “Effective Date”), by and between ASTOUND BUSINESS SOLUTIONS, LLC, a Delaware limited liability company, acting on behalf of itself and as agent for its Affiliates (collectively, “Provider”), and the customer specified below (“Customer”). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement for Enterprise Services (the “MSA”) executed separately between Provider and Customer. All capitalized terms used but not defined in this Service Order shall have the meanings given to them in the MSA. Affiliates of Astound Business Solutions, LLC include, but are not limited to (i) RCN Telecom Services, LLC, (ii) Grande Communications Networks, LLC, and (iii) Wave Business Solutions, LLC.

CUSTOMER NAME	CUSTOMER DBA	CUSTOMER POINT OF CONTACT	CUSTOMER BILLING ADDRESS
Williamson County		Name: Richard Semple Email: rsemple@wilco.org Office: Mobile:	
EXISTING ACCOUNT NUMBER	ASTOUND SALES REP	ASTOUND SALES SEGMENT	
0 -	Chris Cox - 772618	Enterprise	

INITIAL SERVICE TERM	SERVICE ORDER REFERENCE NUMBER
60 months	OP425018

Provider shall provide to Customer the services set forth below (each, a “Service”), at the location(s) set forth below (each, a “Service Site”), in exchange for the one-time, non-recurring installation charge (“NRC”), and the monthly recurring service charges (“MRC”) set forth below:

PRODUCT LINE ITEM	Z-LOC ADDRESS (PRIMARY)	Z-LOC DEMARC	A-LOC ADDRESS	A-LOC DEMARC	UNITS	MRC / UNIT	TOTAL MRC	NRC / UNIT	TOTAL NRC
E-LAN 10 Gb	9500 N Lake Creek Pkwy , Austin, TX 78717, USA	Cust Prem	N/A		1	\$2,500.00	\$2,500.00	\$0.00	\$0.00
<i>NOTE: If the Demarcation Point listed above for a Service Site is the MPOE, then Customer is responsible for providing any necessary demarc extension / additional inside wiring to reach the Customer’s premises/suite.</i>							TOTALS	\$2,500.00	\$0.00

Note: The charges listed above do not include applicable taxes, fees and surcharges.

NOTES
TIPS Contract-230105 Grande Communications Networks LLC dba Astound Business Solutions

SERVICE ORDER
Astound Business Solutions, LLC / Williamson County

PROPRIETARY AND CONFIDENTIAL

pg. 2
9/12/2024

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

Authorized Customer Signature

Printed Name

Title

Date Signed

DocuSigned by:
Delina Anderson
8E27412E7E744FA

Authorized Provider Signature

Delina Anderson

Printed Name

Senior Director

Title

9/12/2024

Date Signed

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Astound Business Solutions, LLC
Princeton, NJ United States

Certificate Number:
2024-1216139

Date Filed:
09/18/2024

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

Date Acknowledged:
09/18/2024

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.
2024312
Astound OP425018 E-Lan Connection-TxDOT building

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Stonepeak Tiger Holdings I, LLC, a Delaware limited liability company	Princeton, NJ United States	X	
	Stonepeak Tiger Holdings II, LP, a Delaware limited partnership	Princeton, NJ 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

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Astound Business Solutions, LLC
Princeton, NJ United States

Certificate Number:
2024-1216139

Date Filed:
09/18/2024

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

Date Acknowledged:

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.
2024312
Astound OP425018 E-Lan Connection-TxDOT building

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Stonepeak Tiger Holdings I, LLC, a Delaware limited liability company	Princeton, NJ United States	X	
Stonepeak Tiger Holdings II, LP, a Delaware limited partnership	Princeton, NJ United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Delina Anderson, and my date of birth is ██████████.

My address is ██████████, ██████████, Tx, 75056, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Denton County, State of TX, on the 18 day of September, 2024.
(month) (year)

Delina Anderson

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session

16.

Meeting Date: 09/24/2024

Approval of Purchase for Software Licenses from Kronos for Information Services

Submitted For: Joy Simonton

Submitted By: Barbi Hageman, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving #2024308 purchase of loaner licenses from Kronos for Information Services in the amount of \$0.00 for a six (6) month period.

Background

Approval of this item will support WorkForce Central licenses while working on a delayed Kronos Cloud Implementation project. Williamson County is in need of thirty (30) loaner licenses to get through until the project is completed. These licenses will provide access to Kronos company-wide. The loaner licenses will cover the period from 10/1/2024-2/25/2025. A quote is attached outlining the different types of software included in the purchase. Funding source is 01.0100.0503.003011 as per FY24 budget. Origination # 625. Department contact is Shawna Simons.

Fiscal Impact

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

Attachments

Kronos Quote
Form 1295 Kronos

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Barbi Hageman
Final Approval Date: 09/19/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

09/19/2024 11:12 AM
09/19/2024 11:13 AM
Started On: 09/17/2024 03:40 PM



ORDER FORM

Quote#:
Expires: 30-SEP-2024
Sales Executive: House Account, Public Sector SMB

Order Type: Trial US
Date: 21-AUG-2024
Page: 1/2

Bill To: WILLIAMSON CNTY PAYROLL/BENFIT
 710 MAIN STREET, SUITE 301
 GEORGETOWN
 TX 78626
 United States
Solution ID: 6042053

Ship To: WILLIAMSON CNTY PAYROLL/BENFIT
 710 MAIN STREET, SUITE 301
 GEORGETOWN
 TX 78626
 United States

Contact:
Email:
Ship To Phone:

Payment Terms: N30
Currency: USD
Customer PO Number:

FOB: Shipping Point
Ship Method:
Freight Term: Prepay & Add

Order Notes:

This order is for a trial loan of Software. The Trial Loan Period will be valid through 02/25/2025. Should Customer decide to keep any Software listed on this Order Form past such date, Customer and UKG will enter into an Order Form extending the trial period or in order to license such Software on a perpetual basis.

WORKFORCE TIMEKEEPER V8

This order is for a trial loan of Software. The Trial Loan Period will be valid through 6 months upon signature of the order. Should Customer decide to keep any Software listed on this Order Form past such date, Customer and UKG will enter into an Order Form extending the trial period or in order to license such Software on a perpetual basis.

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
WORKFORCE EMPLOYEE V8	30	
WORKFORCE ACCRUALS V8	30	
WORKFORCE INTEGRATION MANAGER V8	30	
WORKFORCE LEAVE V8	30	
WORKFORCE TIMEKEEPER V8	30	
Total Price		0.00

SUPPORT SERVICES

Item	Duration	Total Price
UNLESS OTHERWISE NOTED ABOVE, SOFTWARE SUPPORT SERVICES HAVE BEEN DECLINED.		0.00
Total Price		0.00

QUOTE SUMMARY

Description	Total Price
Subtotal	0.00
Deposit	0.00
Tax	0.00
Grand Total	0.00





WILLIAMSON CNTY PAYROLL/BENFIT

Signature: _____

Name: _____

Title: _____

Effective Date: _____

UKG Kronos Systems LLC

DocuSigned by:
Signature: Debra Carriere

9A28F9C6C4B6486...
Name: Debra Carriere

Title: Principal Order Processing Analyst

Effective Date: 9/18/2024 | 3:13 PM EDT

Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html. Shipping and handling charges will be reflected on the final invoice. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.

TRIAL LOAN AGREEMENT FOR KRONOS EQUIPMENT AND SOFTWARE - Rev. 08082011

This Trial Loan Agreement ("Agreement") shall be effective as of the date set forth below. This Agreement sets forth the terms and conditions governing the Kronos equipment ("Equipment"), and firmware and software (jointly referred to as "Software") to be provided by Kronos to Customer from time to time, on a temporary basis for evaluation purposes only. Hereinafter the Equipment and Software shall be jointly referred to as the "Kronos Property". Each separate loan of Kronos Property hereunder shall set be forth on an applicable Order Form which expressly references this Agreement (or is signed contemporaneously with this Agreement) and is executed by the undersigned customer ("Customer"). Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Notwithstanding the foregoing, any such termination shall not affect loans of Kronos Property outstanding on the termination date; the terms of this Agreement will continue to apply to any such Kronos Property through the end of their applicable Trial Periods.

The loan period for any loan of Kronos Property shall begin on the delivery date of such Kronos Property and end on the expiration date set forth on the applicable Order Form ("Trial Period"). Delivery terms are as stated on the applicable Order Form. Customer acknowledges that maintenance support, professional services and educational services in connection with the Kronos Property are not provided under this Agreement.

Kronos Property shall at all times be and remain the property of Kronos, despite any Equipment being affixed to Customer's facility or designated location ("Installation Site"). Customer shall not be allowed to move Kronos Property from the initial Installation Site without the advance written consent of Kronos. All Kronos Property will, at Customer's expense, be safely stored and will be kept free of all liens, claims, encumbrances and interests of third parties. Customer shall bear the risk of loss or damage to the Kronos Property and components thereof during the Trial Period. Kronos shall have the right, at all reasonable times, upon prior notice, to enter Customer's premises to inspect the Kronos Property loaned to Customer under this Agreement.

Kronos grants Customer a nonexclusive, royalty-free license to install and use the object code version of the Software for the Trial Period. Customer understands that Software is provided only for trial and temporary use and that such license shall expire at the end of the Trial Period. This License may also be terminated by Kronos at any time upon any breach of this Agreement by Customer. Title to and ownership of the trademarks, trade names and copyrights for the Kronos Property shall remain at all times with Kronos and Customer shall not acquire any right, title or interest therein, except the non-exclusive license provided for in this Agreement. This Agreement is not intended to, nor does it transfer any copyright rights in the Kronos Property to Customer. Unauthorized use and copying of such Software is prohibited by law, including United States and foreign copyright law. Customer may not export the Kronos Property without Kronos' advance written consent. Customer agrees that it may not sublicense or sublicense the Software to any third party, or otherwise permit use of the Software (including timesharing or networking use) by any third party. Customer shall have the right to merge the Software with other Software only to the extent necessary to test its functionality. Customer agrees that any data containing performance results of the Kronos Property shall be Kronos proprietary information and shall not be disclosed to any third party without the express prior written consent of Kronos. Customer shall have the right to use the Software in object code form only and may not reverse compile, disassemble or otherwise convert the Software into uncompiled or unassembled code.

At the end of the Trial Period, Customer shall either:

- (A) Should Customer decide to purchase the Kronos Property, (1) execute an Order Form for the purchase of the Kronos Property at the price specified on the applicable Kronos Property Order Form; (2) execute a Sales, Software License and Services Agreement if Customer does not have a then-current Sales, Software License and Services Agreement with Kronos; and (3) remit payment per the terms on the Order Form, or
- (B) Should Customer decide not to purchase the Kronos Property, (1) immediately return, at Customer's risk of loss and expense, the Kronos Equipment to Kronos in the same condition as originally received by Customer, reasonable wear and tear excepted; (2) to the extent necessary, grant Kronos access to Customer's system to uninstall the Software, and (3) delete all copies of the Software. Customer agrees to obtain a return authorization number from Kronos prior to the return of the Kronos Equipment.

If Customer fails to return the Equipment and delete the Software (or sign an Order Form to purchase the Kronos Property) within five (5) days following the expiration of the Trial Period, Kronos shall issue an invoice for all Kronos Property retained by Customer and Customer shall pay such invoice within thirty (30) days of receipt.

Kronos does not warrant or represent that any Kronos Property shall be made available to Customer and Customer is not under any obligation to license the Software or purchase the Equipment at the end of the Trial Period. Kronos makes no representations, and extends no warranties of any kind, either express or implied, including any warranty of merchantability or fitness for a particular purpose. Kronos assumes no responsibilities whatsoever with respect to the Kronos Property provided. IN NO EVENT WILL KRONOS BE LIABLE FOR ANY DAMAGES, INCLUDING LOST PROFITS OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE KRONOS PROPERTY, WHETHER CLAIMED UNDER THIS AGREEMENT OR OTHERWISE.

This Agreement embodies the entire understanding between the parties with respect to the subject matter hereof. No amendment(s) or modification(s) to it shall be effective or binding on either party unless such amendment(s) or modification(s) have been reduced to writing and signed by both parties. The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect. Customer shall not assign this Agreement or the Kronos Property without the advance written consent of Kronos, and any purported assignment, without such consent, shall be void. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

DATED:

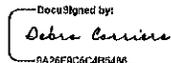
CUSTOMER NAME:

BY:

NAME:

TITLE:

UKG KRONOS SYSTEMS, LLC

BY:  Digitally signed by Debra Carriere

NAME: Debra Carriere

TITLE: Principal Order Processing Analyst

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 UKG Kronos Systems LLC
 Lowell, MA United States

Certificate Number:
 2024-1216217

Date Filed:
 09/18/2024

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

Date Acknowledged:
 09/19/2024

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.
 2024309
 Provider of Workforce Management and Human Capital Management Technology and Cloud Solutions

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.

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

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 UKG Kronos Systems LLC
 Lowell, MA United States

Certificate Number:
 2024-1216217

Date Filed:
 09/18/2024

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

Date Acknowledged:

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.
 2024309
 Provider of Workforce Management and Human Capital Management Technology and Cloud Solutions

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.

6 UNSWORN DECLARATION

My name is _____ and my date of birth is _____

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

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

Executed in Manatee County, State of FL, on the 18th day of September, 2024
(month) (year)

Brian Coopman

Signature of authorized agent of contracting business entity
 (Declarant)

Commissioners Court - Regular Session

17.

Meeting Date: 09/24/2024

Approval of purchase for EMS Telestaff Software Licenses from Kronos for Information Services

Submitted For: Joy Simonton

Submitted By: Barbi Hageman, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving #2024309 purchase of loaner licenses from Kronos for Information Services in the amount of \$0.00 for a six (6) month period.

Background

Approval of this item will support EMS Telestaff employee licenses while working on a delayed Kronos Cloud Implementation project. Williamson County is in need of twenty (20) loaner licenses to get through until the project is completed. These licenses will provide access to Kronos for EMS Telestaff. The loaner licenses will cover the period from 10/1/2024-2/25/2025. Quote is attached outlining the different types of software included in the purchase. Funding source is 01.0100.0503.003011 as per FY24 budget. Origination #776. Department contact is Shawna Simons.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Kronos Quote
Form 1295 Kronos

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Barbi Hageman
Final Approval Date: 09/19/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

09/19/2024 11:12 AM
09/19/2024 11:15 AM
Started On: 09/18/2024 08:55 AM



ORDER FORM

Quote#:
Expires: 30-SEP-2024
Sales Executive: House Account, Public Sector SMB

Order Type: Trial US
Date: 21-AUG-2024
Page: 1/2

Bill To: WILLIAMSON COUNTY EMS
 303 MARTIN LUTHER KING
 GEORGETOWN
 TX 78626
 United States

Ship To: WILLIAMSON COUNTY EMS
 303 MARTIN LUTHER KING
 GEORGETOWN
 TX 78626
 United States

Solution ID: 6105982

Contact:
Email:
Ship To Phone:

Payment Terms: N30
Currency: USD
Customer PO Number:

FOB: Shipping Point
Ship Method:
Freight Term: Prepay & Add

Order Notes:

This order is for a trial loan of Software. The Trial Loan Period will be valid through 02/25/2025. Should Customer decide to keep any Software listed on this Order Form past such date, Customer and UKG will enter into an Order Form extending the trial period or in order to license such Software on a perpetual basis.

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
UKG TELESTAFF ENTERPRISE BUNDLE V7.4+	20	
UKG TELESTAFF GLOBAL ACCESS V7.1+	20	
UKG TELESTAFF INSTITUTION FOCUS V7.1+	20	
UKG TELESTAFF CONTACT MANAGER V7.1+	20	
UKG TELESTAFF SMS MANAGER V7.1+	20	
Total Price		0.00

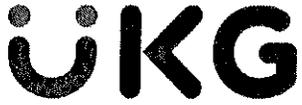
SUPPORT SERVICES

Item	Duration	Total Price
UNLESS OTHERWISE NOTED ABOVE, SOFTWARE SUPPORT SERVICES HAVE BEEN DECLINED.		0.00
Total Price		0.00

QUOTE SUMMARY

Description	Total Price
Subtotal	310.00
Deposit	0.00
Tax	0.00
Grand Total	0.00





Quote#:

Page: 2/2

WILLIAMSON COUNTY EMS

Signature: _____

Name: _____

Title: _____

Effective Date: _____

UKG Kronos Systems LLC

DocuSigned by:
Signature: Debra Carriere

9A26F9C5C4B5486...
Name: Debra Carriere

Title: Principal Order Processing Analyst

Effective Date: 9/18/2024 | 3:12 PM EDT

Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html. Shipping and handling charges will be reflected on the final invoice. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.

TRIAL LOAN AGREEMENT FOR KRONOS EQUIPMENT AND SOFTWARE - Rev. 08082011

This Trial Loan Agreement ("Agreement") shall be effective as of the date set forth below. This Agreement sets forth the terms and conditions governing the Kronos equipment ("Equipment"), and firmware and software (jointly referred to as "Software") to be provided by Kronos to Customer from time to time, on a temporary basis for evaluation purposes only. Hereinafter the Equipment and Software shall be jointly referred to as the "Kronos Property". Each separate loan of Kronos Property hereunder shall set be forth on an applicable Order Form which expressly references this Agreement (or is signed contemporaneously with this Agreement) and is executed by the undersigned customer ("Customer"). Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Notwithstanding the foregoing, any such termination shall not affect loans of Kronos Property outstanding on the termination date; the terms of this Agreement will continue to apply to any such Kronos Property through the end of their applicable Trial Periods.

The loan period for any loan of Kronos Property shall begin on the delivery date of such Kronos Property and end on the expiration date set forth on the applicable Order Form ("Trial Period"). Delivery terms are as stated on the applicable Order Form. Customer acknowledges that maintenance support, professional services and educational services in connection with the Kronos Property are not provided under this Agreement.

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Kronos grants Customer a nonexclusive, royalty-free license to install and use the object code version of the Software for the Trial Period. Customer understands that Software is provided only for trial and temporary use and that such license shall expire at the end of the Trial Period. This License may also be terminated by Kronos at any time upon any breach of this Agreement by Customer. Title to and ownership of the trademarks, trade names and copyrights for the Kronos Property shall remain at all times with Kronos and Customer shall not acquire any right, title or interest therein, except the non-exclusive license provided for in this Agreement. This Agreement is not intended to, nor does it transfer any copyright rights in the Kronos Property to Customer. Unauthorized use and copying of such Software is prohibited by law, including United States and foreign copyright law. Customer may not export the Kronos Property without Kronos' advance written consent. Customer agrees that it may not sublicense or sublicense the Software to any third party, or otherwise permit use of the Software (including timesharing or networking use) by any third party. Customer shall have the right to merge the Software with other Software only to the extent necessary to test its functionality. Customer agrees that any data containing performance results of the Kronos Property shall be Kronos proprietary information and shall not be disclosed to any third party without the express prior written consent of Kronos. Customer shall have the right to use the Software in object code form only and may not reverse compile, disassemble or otherwise convert the Software into uncompiled or unassembled code.

At the end of the Trial Period, Customer shall either:

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- (B) Should Customer decide not to purchase the Kronos Property, (1) immediately return, at Customer's risk of loss and expense, the Kronos Equipment to Kronos in the same condition as originally received by Customer, reasonable wear and tear excepted; (2) to the extent necessary, grant Kronos access to Customer's system to uninstall the Software, and (3) delete all copies of the Software. Customer agrees to obtain a return authorization number from Kronos prior to the return of the Kronos Equipment.

If Customer fails to return the Equipment and delete the Software (or sign an Order Form to purchase the Kronos Property) within five (5) days following the expiration of the Trial Period, Kronos shall issue an invoice for all Kronos Property retained by Customer and Customer shall pay such invoice within thirty (30) days of receipt.

Kronos does not warrant or represent that any Kronos Property shall be made available to Customer and Customer is not under any obligation to license the Software or purchase the Equipment at the end of the Trial Period. Kronos makes no representations, and extends no warranties of any kind, either express or implied, including any warranty of merchantability or fitness for a particular purpose. Kronos assumes no responsibilities whatsoever with respect to the Kronos Property provided. IN NO EVENT WILL KRONOS BE LIABLE FOR ANY DAMAGES, INCLUDING LOST PROFITS OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE KRONOS PROPERTY, WHETHER CLAIMED UNDER THIS AGREEMENT OR OTHERWISE.

This Agreement embodies the entire understanding between the parties with respect to the subject matter hereof. No amendment(s) or modification(s) to it shall be effective or binding on either party unless such amendment(s) or modification(s) have been reduced to writing and signed by both parties. The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect. Customer shall not assign this Agreement or the Kronos Property without the advance written consent of Kronos, and any purported assignment, without such consent, shall be void. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

DATED:

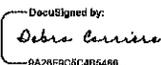
CUSTOMER NAME:

BY:

NAME:

TITLE:

UKG KRONOS SYSTEMS, LLC

BY:  DocuSigned by:
Debra Carriere

NAME: Debra Carriere

TITLE: Principal Order Processing Analyst

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
UKG Kronos Systems LLC
Lowell, MA United States

Certificate Number:
2024-1216217

Date Filed:
09/18/2024

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

Date Acknowledged:
09/19/2024

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.
2024309
Provider of Workforce Management and Human Capital Management Technology and Cloud Solutions

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.

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

18.

Meeting Date: 09/24/2024

Authorize Issuing Advertisement for RFSQ #24RFSQ74 for Environmental Testing and Remediation Services Pool for Facilities Management

Submitted For: Joy Simonton

Submitted By: Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for establishing an Environmental Testing and Remediation Services Pool for various county-wide projects on an as-needed basis, under RFSQ #24RFSQ74.

Background

Williamson County is seeking qualifications from experienced firms to provide professional environmental testing and remediation services to support the County Architect for various County-wide projects. The estimated budget is per project. The funding source is Per Project and the point of contact is Gretchen Glenn.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 09/18/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

09/18/2024 03:48 PM

09/18/2024 04:12 PM

Started On: 09/11/2024 02:26 PM

Commissioners Court - Regular Session

19.

Meeting Date: 09/24/2024

Asphalt Inc 24IFB63 CO 1 Patriot Way Milling and Overlay

Submitted For: Robert Daigh

Submitted By: Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No 1 to contract number 24IFB63 in the amount of \$5,450.00 for Patriot Way Milling and Overlay. Funding source: 01.0200.0210.003599.

Background

The original contract amount was \$631,662.22, with the addition of this change order for \$5,450.00, the new contract amount will be \$637,112.22. The positive change order is the result of the need to adjust manholes in lieu of milling due to uneven settlement of the storm drain manholes.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Asphalt Inc 24IFB63 CO 1 Patriot Way Milling and Overlay

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 09/18/2024

Reviewed By

Becky Pruitt

Date

09/18/2024 08:12 AM

Started On: 09/17/2024 08:37 AM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Contract Award Date:	8/14/2024
Project Number:	24IFB63
Funding Source:	
Roadway:	Patriot Way

Contractor: Asphalt Inc. NTP Required: Yes No

Project Name: Patriot Way Milling and Overlay

Change Order Work Limits: Sta. _____ to Sta. _____

Type of Change(on federal-aid non-exempt projects): NA (Major/Minor)

Reasons: 2E (3 Max. - In order of importance - Primary first)

Describe the work being revised:

Miscellaneous Changes in Site Conditions

Work to be performed in accordance with Items: _____

New or revised plan sheet(s) are attached and numbered: _____

New Special Provisions/Specifications to the contract are attached: Yes No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p><i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR Date 9/11/2024</p> <p>By <u>Jon Wickes</u></p> <p>Typed/Printed Name Jon Wickes</p> <p>Typed/Printed Title Project Manager</p>	<p>The following information must be provided</p> <p>Time Ext. #: N/A Days added on this CO: 0</p> <p>Amount increased by this change order: \$5,450.00</p>
	<p>Original Contract Amount: \$631,662.22</p> <p>Total Change Orders To-Date: 1</p> <p>Percent Change in Original Contract: 0.86%</p>

RECOMMENDED FOR EXECUTION:

[Signature] 9/12/24
 Williamson County Construction Staff Date

[Signature] 9/14/24
 Director of Road and Bridge Date

RECOMMENDED FOR EXECUTION:

[Signature] 9/16/24
 Department of Infrastructure
 Williamson County Date

APPROVED:

N/A
3rd Party Signature Date

Presiding Officer of the
Williamson County Commissioners Court Date

WILLIAMSON COUNTY, TEXAS

Change Order

1

Project # 24FB63

TABLE B: Contract Items

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)		NEW		
				QUANTITY	ITEM COST	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
472-704	ADJUSTING MANHOLES	EA	\$545.00		\$0.00	10.00		10.00	\$5,450.00	\$5,450.00
					\$0.00			0.00	\$5,450.00	\$5,450.00

CHANGE ORDER REASON(S) CODE CHART

<p>1. Design Error or Omission</p>	<p>1A. Incorrect PS&E 1B. Other</p>
<p>2. Differing Site Conditions (unforeseeable)</p>	<p>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</p>
<p>3. County Convenience</p>	<p>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</p>
<p>4. Third Party Accommodation</p>	<p>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</p>
<p>5. Contractor Convenience</p>	<p>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</p>
<p>6. Untimely ROW/Utilities</p>	<p>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</p>

Commissioners Court - Regular Session

20.

Meeting Date: 09/24/2024

Atlas 24RFSQ12 WA1 On Call Mtls Testing & Geotech Engr Svcs

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 1 in the amount of \$75,000.00 to expire on December 31, 2025 under Williamson County Contract for Engineering Services between Atlas Technical Consultants, LLC and Williamson County dated March 19, 2024 for On Call Materials Testing and Geotechnical Engineering Services. Funding source: 01.0200.0210.004160.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Atlas 24RFSQ12 WA1 On Call Mtls Testing & Geotech Engr Svcs

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 09/18/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

09/18/2024 03:17 PM

09/18/2024 04:13 PM

Started On: 09/18/2024 12:16 PM

WORK AUTHORIZATION NO. 1

PROJECT: On Call Materials Testing & Geotechnical Engineering Services

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 19, 2024** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Atlas Technical Consultants, LLC** (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is **\$75,000.00.**

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **December 31, 2025.** The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this _____

ENGINEER:

By: Joe Fiello
Signature

Joe Fiello

Printed Name

Branch Manager

Title

COUNTY:

Williamson County, Texas

By: _____
Signature

Bill Gravell, Jr.

Printed Name

Williamson County Judge

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

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

Attachment B – Services to be Provided by Engineer

- Perform Quality Assurance (QA) and Quality Control (QC) Construction materials sampling and testing as requested, including both laboratory and field testing of soils, base, concrete and hot mix materials, using ASTM or TxDOT testing methods.
- Perform geotechnical investigations and forensic investigations including boring, pavement cores, non-destructive testing and other geotechnical testing as directed.
- Collect samples, perform laboratory testing, interpret field data, and prepare Geotechnical Reports.
- Provide recommendations and prepare written reports for pavement design, foundation design, slope stability, and other geotechnical issues.

Attachment C - Work Schedule

Work shall begin immediately upon receipt of executed agreement between County and Engineer.

Attachment D – Fee Schedule

Please see next pages.

ATLAS Technical Consultants LLC - Dripping Springs Price List			
Field Technician	Unit	Unit Cost	
		Reg.	OT
1A	hr.	\$76	\$90
1B	hr.	\$76	\$90
Soils	hr.	\$76	\$90
Concrete	hr.	\$76	\$90
CWI	hr.	\$76	\$90
Nuclear Gauge Calibration	hr.		\$87
Concrete Plant/Truck Inspection	hr.		\$87
- Add Engineer Report/Review	ea		\$200
Asphalt Distributor Calibration	hr.		\$87
- Add Engineer Report/Review	ea.		\$217
Add Equipment Fee	ea.		\$109
Senior Engineer	hr.		\$225
Engineer	hr.		\$167
EIT	hr.		\$98
Project Manager	hr.		\$113
Admin	hr.		\$53
Mileage- State Allowable Rate (Portal to Portal)- outside Austin ETJ	mile	Current IRS Rate	
Trip or Vehicle Charge- within Austin ETJ	trip	\$66.00	

Core Taking (2 Hr Min. Tech Time & Trip not included)			
HMAC or Concrete Core	Test Method	Unit	Unit Cost
Coring Equipment Mobilization		trip	\$87.00
0-6"	Tex-140-E (Min. of 3)	ea.	\$110.00
6-10"		ea.	\$127.00
10-14"		ea.	\$173.00
> 14"		Additional \$5/ inch	
Base Depth Check	Test Method	Unit	Unit Cost
0-6"	Tex-423-A (Min. of 3)	ea.	\$109.00
6-10"		ea.	\$120.00
10-14"		ea.	\$136.00
> 14"		Additional \$5/ inch	

Expedite fee: \$150.00 or 20% of Expedited Testing Bill (whichever is greater!)

Rubber Blend Design	ea.	\$1,084
Optimum Foaming Water Percent and Temperature (Half-Life Only)	ea.	\$1,355
Foamed Asphalt Mix Design (Includes Half-Life)**	ea.	\$6,504
Engineered Emulsion Mix Design*	ea.	\$4,119

* Charge for each additional point over our standard (3 points) report: \$150

** Charge for each additional point over our standard (2 points) report: \$500

Soils & Aggregates (100-E Series)			
Test For	Test Method	Unit	Unit Cost
Sample Preparation	Tex-101-E	ea.	\$58
Moisture Content	Tex-103-E	ea.	\$60
Atterberg Limits (Plasticity Index)	Tex-104-E, 105-E & 106-E	ea.	\$109
Linear Bar Shrinkage	Tex-107-E	ea.	\$109
Sieve Analysis (Dry Gradation)	Tex-110-E, Pt. 1	ea.	\$82
Sieve Analysis (Washed Gradation)	Tex-110-E, Pt. 2	ea.	\$98
Determining amount of material in soils finer than #200	Tex-111-E	ea.	\$107
Moisture- Density Relationship (Proctor)	Tex-113-E	ea.	\$403
Moisture- Density Relationship (Proctor) soil	Tex-114-E	ea.	\$326
1-Point Proctor	Tex-113-E	ea.	\$109
-Sample Preparation on 1 Point Proctor		ea.	\$55
In-Place Density (Nuclear Method)	Tex-115-E, Part II (Min. of 3)	ea.	\$60
Wet Ball Mill	Tex-116-E	ea.	\$288
Texas Triaxial Compression (per mold)	Tex-117-E, 1 mold	ea.	\$326
Texas Triaxial Compression (Triaxial Classification)	Tex-117-E, Part I	ea.	\$1,979
Texas Triaxial Compression (Flexible Base)	Tex-117-E, Part II	ea.	\$1,193
Full Triaxial Testing *** (Add Sample Prep)	* See Note	ea.	\$2,277
Soil-Cement Testing	Tex-120-E, Part I	ea.	\$1,735
Soil-Cement Testing (Ea. Mold)	Tex-120-E, Part II	ea.	\$380
Soil-Lime Testing	Tex-121-E, Part I	ea.	\$1,735
Soil-Lime Testing	Tex-121-E, Part II	ea.	\$380
Soil-Lime Testing	Tex-121-E, Part III	ea.	\$380
Lime-Fly Ash Compression	Tex-127-E	ea.	\$1,193
Soil pH	Tex-128-E / ASTM 2974	ea.	\$109
Resistivity	Tex-129-E	ea.	\$326
-Charge for Sample Prep on Resistivity		ea.	\$109
Tube Suction Test	Tex-144-E	ea.	\$109
Sulfate Content	Tex-145-E	ea.	\$244
Conductivity of Soils	Tex-146-E	ea.	\$82
Soil Organic Content Using UV-Vis Method	Tex-148-E	ea.	\$434
Hydrometer Analysis	AASHTO T 88	ea.	\$488
Aggregate Grading	AASHTO T-27	ea.	\$114
California Bearing Ratio	AASHTO T 193/ ASTM D 1883	ea.	\$1,193
DCP Testing	ASTM D6951	ea.	\$93

***** Full Triaxial Testing includes one of each of the following: Washed Gradation, Atterberg Limits, Moisture- Density Relationship, Wet Ball Mill & Texas Triaxial (Tex-113, Tex-117, Tex-116, Tex-104, 105, 106, Tex-110)**

Bituminous (200-F Series)			
Test For	Test Method	Unit	Unit Cost
Dry Sieve Analysis (Gradation)	Tex-200-F, Part I	ea.	\$60
Washed Sieve Analysis (Gradation)	Tex-200-F, Part II	ea.	\$93
Bulk Specific Gravity & % Absorption	Tex-201-F	ea.	\$93
Apparent Specific Gravity	Tex-202-F	ea.	\$93
Sand Equivalent	Tex-203-F	ea.	\$93
Mix Design (incl. Hamburg)	Tex-204-F	ea.	\$3,252
Mix Design (incl. Hamburg & Overlay)	Tex-204-F	ea.	\$3,632
Airport Mix Design	FAA P401/P403	ea.	\$4,336
Mixing	Tex-205-F	set of 3	\$93
Molding (TGC) Per Set	Tex-206-F	set of 3	\$76
Molding (SPC) Superpave	Tex-206-F	set of 2	\$76
Laboratory-Molded Density	Tex-207-F, Part I	set of 3	\$55
In-Place Density (Core Testing)	Tex-207-F, Part I	ea.	\$28
In-Place Density (Nuclear Method)	Tex-207-F, Part III (Min. of 3)	ea.	\$33
In-Place Air Voids (CoreLok)	Tex-207-F, Part VI	set of 2	\$82
Hveem Stability (Add Mixing & Molding & Lab-Molded Density if Applicable)	Tex-208-F	set of 3	\$131
Asphalt Content by Extraction & Gradation	Tex-210-F	ea.	\$201
Asphalt Content by Extraction Only	Tex-210-F	ea.	\$141
Asphalt Recovery from Abson Process- Abson Recovery (Add Extraction only)	Tex-211-F	ea.	\$271
Moisture Content	Tex-212-F	ea.	\$55
Hydrocarbon Volatile Content	Tex-213-F	ea.	\$109
Deleterious Material	Tex-217-F	ea.	\$55
Decantation	Tex-217-F, Part II	ea.	\$109
Flakiness Index	Tex-224-F	ea.	\$109
Indirect Tensile Strength (Add Mixing & Molding & Lab-Molded Density if Applicable)	Tex-226-F	ea.	\$55
Theoretical Maximum Specific Gravity (Rice Gravity)	Tex-227-F	ea.	\$71
Drain-down Test	Tex-235-F	ea.	\$82
Asphalt Content by Ignition Oven & Gradation	Tex-236-F	ea.	\$201
Asphalt Content by Ignition Oven Only	Tex-236-F	ea.	\$141
Full Hot Mix Testing ^	* See Note	ea.	\$526
Ignition Oven Correction Factors ^^	Tex-236-F	set of 2	\$542
Ignition Oven Correction Factors ^^	Tex-236-F	set of 1	\$326
Hamburg Wheel-Tracking Test ^^^	Tex-242-F	ea.	\$542
Cantabro Loss	Tex-245-F	ea.	\$217
Overlay Test	Tex-248-F	ea.	\$813
Flat and Elongated Particles	Tex-280-F	ea.	\$109

^ Full Hot Mix Testing includes the following: Asphalt Content & Gradation, Molding- Set of 3, Lab Density- Set of 3, Hveem Stability- Set of 3 & Rice Gravity

^^ Set of Ignition Oven Correction Factors = 3 Diff AC + 2 Blanks (For TxDOT & Contractor = 2 Sets)

Concrete (400-A Series)			
Test For	Test Method	Unit	Unit Cost
Sieve Analysis of Fine and Coarse Aggregate & Fineness Modulus	Tex-401-A & Tex-402-A	ea.	\$93
Saturated Surface-Dry Specific Gravity & Absorption of Aggregates	Tex-403-A	ea.	\$93
Unit Weight	Tex-404-A	ea.	\$93
Percent Solids and Voids in Concrete Aggregates	Tex-405-A (incl. Tex-403-A & Tex-404-A to calculate)	ea.	\$239
Material Finer than 75 Micrometer (No. 200) Sieve in Mineral Aggregates (Decantation)	Tex-406-A, Part I	ea.	\$109
% Limestone in Decantation Material	Tex-406-A, Part III	ea.	\$380
Organic Matter Content	ASTM D 2974	ea.	\$109
Organic Impurities in Fine Aggregate for Concrete	Tex-408-A	ea.	\$109
Los Angeles Abrasion ^{^^^}	Tex-410-A	ea.	\$337
Magnesium or Sodium Sulfate Soundness	Tex-411-A	ea.	\$337
Deleterious Material (refer to ASTM C 142 for fine agg)	Tex-413-A	ea.	\$109
Concrete Cylinder Compressive Strength	Tex-418-A	ea.	\$28
Concrete Flexural Beam Compressive Strength	Tex-419-A	ea.	\$28
Pressure Slake	Tex-431-A	ea.	\$271
Freezer Thaw	Tex-432-A	ea.	\$271
24 Hr Water Absorption	Tex-433-A	ea.	\$93
Polish Test for Coarse Aggregate	AASHTO T 279/ Tex-438-A	ea.	\$1,681
Coarse Aggregate Angularity (Crushed Faces)	Tex-460-A	ea.	\$60
Micro-Deval Abrasion	Tex-461-A	ea.	\$337
Moisture Susceptibility	Tex-530-C	ea.	\$60
Clay Lumps & Friable Particles in Coarse Aggregates	ASTM C 142	ea.	\$217
Clay Lumps & Friable Particles in Fine Aggregates	ASTM C 142	ea.	\$109
Alkali-Silica Reactivity (ASR)	AASHTO T 303 (ASTM C 1260) ASTM C1567	ea.	\$1,626
Uncompacted Void of Fine Aggregate (Add Bulk Specific Gravity & Absorption for calculation)	AASHTO T-304	ea.	\$93

Asphalt (500-C Series)			
Test For	Test Method	Unit	Unit Cost
Boil Test	Tex-530-C	ea.	\$60.00
Rubber Property—Resilience by Vertical Rebound	ASTM D2632	ea.	\$60.00
Accelerated Aging of Asphalt Binder Using a Pressurized Aging Vessel	AASHTO R 28	ea.	\$196.00
Solubility of Bituminous Materials	Tex-507-C/AASHTO T 44	ea.	\$196.00
Flash and Fire Points by Cleveland Open Cup	Tex-504-C/AASHTO T 48	ea.	\$120.00
Penetration of Bituminous Materials	Tex-502-C/AASHTO T 49	ea.	\$120.00
Float Test for Bituminous Materials	Tex-519-C/AASHTO T 50	ea.	\$120.00
Ductility of Asphalt Materials	Tex-503-C/AASHTO T 51	ea.	\$217.00
Softening Point of Bitumen (Ring and Ball Apparatus)	Tex-505-C/AASHTO T 53	ea.	\$163.00
Distillation of Cutback Asphalt Products	Tex-515-C/AASHTO T 78	ea.	\$217.00
Effect of Heat and Air on Asphalt Materials (Thin-Film Oven Test)	Tex-510-C/AASHTO T 179	ea.	\$109.00
Kinematic Viscosity of Asphalts (Bitumens)	Tex-529-C/AASHTO T 201	ea.	\$131.00
Viscosity of Asphalts by Vacuum Capillary Viscometer	Tex-528-C/AASHTO T 202	ea.	\$136.00
Specific Gravity (Pycnometer)	Tex-508-C/AASHTO T 228	ea.	\$131.00
Rolling Thin-Film Oven Testing	AASHTO T 240	ea.	\$271.00
Specific Gravity of Liquid Asphalts by Hydrometer (Cutback)	AASHTO T 295	ea.	\$131.00
Elastic Recovery Test of Bituminous Materials by Means of a Duclilometer	Tex-539-C/AASHTO T 301	ea.	\$271.00
Determining the Flexural Creep Stiffness of Asphalt Binder Using the Bending Beam Rheometer (BBR)	AASHTO T 313	ea.	\$174.00
Determining the Rheological Properties of Asphalt Binder Using a Dynamic Shear Rheometer (DSR)	AASHTO T 315	ea.	\$109.00
- Additional DSR Readings	AASHTO T 315	ea.	\$60.00
Viscosity Determination of Asphalt Binder Using Rotational Viscometer	AASHTO T 316	ea.	\$114.00
Multiple Stress Creep and Recovery (MSCR) at 64° C, 25mm plate, 1mm gap	AASHTO T 350	ea.	\$55.00
Cement Mixing	AASHTO T 59	ea.	\$114.00
Demulsibility	AASHTO T 59	ea.	\$131.00
Density	AASHTO T 59	ea.	\$131.00
Particle Charge	AASHTO T 59	ea.	\$114.00
Residue by Distillation	AASHTO T 59	ea.	\$217.00
- Additional Distillation	AASHTO T 59 or AASHTO T 78	ea.	\$109.00
Residue by Evaporation	AASHTO T 59	ea.	\$114.00
Saybolt Viscosity at 25° C (77°F)	AASHTO T 59	ea.	\$131.00
Saybolt Viscosity at 50° C (122°F)	AASHTO T 59	ea.	\$141.00
Sieve Test	AASHTO T 59	ea.	\$114.00
Settlement and Storage Stability (Emulsion)	AASHTO T 59/ASTM D6930	ea.	\$82.00
Specific Gravity (Emulsion)	AASHTO T 59/ASTM D6937	ea.	\$82.00
Spot Test of Asphaltic Materials	Tex-509-C/AASHTO T 102	ea.	\$217.00

Water in Petroleum Products and Bituminous Materials by Distillation	ASTM D95	ea.	\$103.00
Polymer Separation, 48 hr.	Tex-540-C	ea.	\$114.00
Asphalt Binder Water in Petroleum	Tex-501-C/AASHTO T 55	ea.	\$71.00
Flash Point with Tag Open-Cup Apparatus for Use with Material Having a Flash Point Less Than 93°C (200°F)	Tex-512-C/AASHTO T 79	ea.	\$109.00
Saybolt Viscosity	Tex-513-C/AASHTO T 72	ea.	\$141.00

Chemical (600-J Series)			
Test For	Test Method	Unit	Unit Cost
Testing Lime- % Solids	Tex-600-J, Part III	ea.	\$114
Acid Insoluble Residue for Fine Aggregate	Tex-612-J/ ASTM D 3042	ea.	\$380
Aluminum Oxide Content	ASTM C 25	ea.	\$868
Chloride (Cl)	ASTM D 512	ea.	\$60
Sulfate (SO4)	ASTM D 516	ea.	\$60
Alkalies (Na2O + .0658K2O)	ASTM D 4191 & D 4192	ea.	\$60
Total Solids	AASHTO T 26	ea.	\$114
Methylene Blue Value	AASHTO T 330	ea.	\$380

SCM Patching Mix (can include different tests below)			
Test For	Test Method	Unit	Unit Cost
Kinematic Viscosity	AASHTO T 201 (ASTM D 2170)	ea.	\$66
Water %	AASHTO T 55 (ASTM D 95)	ea.	\$66
Flash Point	AASHTO T 79	ea.	\$60
Distillation Test	AASHTO T 78 (ASTM D 402)	ea.	\$163
Tests on Distillation Residue		ea.	-
Penetration	AASHTO T 49 (ASTM D 5)	ea.	\$120
Solubility in Trichloroethylene	AASHTO T 44 (ASTM D 2042)	ea.	\$196
			-
Residual Asphalt content, exclusive of volatiles	Tex-210-F	ea.	\$141
Hydrocarbon Volatile Content of mix, percent by weight	Tex-213F	ea.	\$163
Moisture Content	Tex-212 Part I	ea.	\$55
Hveem Stability	Tex-208F	ea.	\$131
Gradation Sieve	Tex-200-F, Part II	ea.	\$93
Lab Molded Density	Tex-207-F, Part I	ea.	\$55
AC %		ea.	\$141
Resistance to water damage		ea.	\$55
Engineer Review (2 hrs)		ea.	\$326

Rapid Cure (can include different tests below)			
Test For	Test Method	Unit	Unit Cost
Gradation	Tex-200-F, Part II	ea.	\$93
Asphalt Content		ea.	\$136
Hydrocarbon Vol Content	Tex-213F	ea.	\$109
Moisture Content	Tex-212 Part I	ea.	\$109
Abson Recovery		ea.	\$271
Distillation Range		ea.	\$217
Pen		ea.	\$55
Duct		ea.	\$55
Stability As is		ea.	\$131
Stability Cured		ea.	\$131
Lab Molded Density (mold, GA, GR)		ea.	\$174
Resistance to Moisture		ea.	\$55
Engineer Review (2 hrs)		ea.	\$326

Commissioners Court - Regular Session

21.

Meeting Date: 09/24/2024

Final plat for the Kauffman Loop Extension subdivision – Pct 2

Submitted For: Adam Boatright

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 Kauffman Loop Extension subdivision – Precinct 2.

Background

This subdivision is for the extension of Kauffman Loop in the northwest quadrant of the SH 29 and Ronald W Reagan Blvd intersection. It consists of 2,271 linear feet of new public roads. Roadway and drainage construction are not yet complete, but a performance bond in the amount of \$1,609,723.46 has been posted with the County to cover the cost of the remaining construction.

Timeline

- 2023-09-01 – initial submittal of the final plat
- 2023-09-15 – 1st review complete with comments
- 2023-10-18 – 2nd submittal of final plat
- 2023-11-02 – 2nd review complete with comments
- 2024-08-28 – 3rd submittal of final plat
- 2024-09-10 – 3rd review complete with comments clear
- 2024-09-18 – receipt of final plat with signatures
- 2024-09-19 – final plat placed on the September 24, 2024 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

final plat - Kauffman Loop Extension

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 09/19/2024

Reviewed By

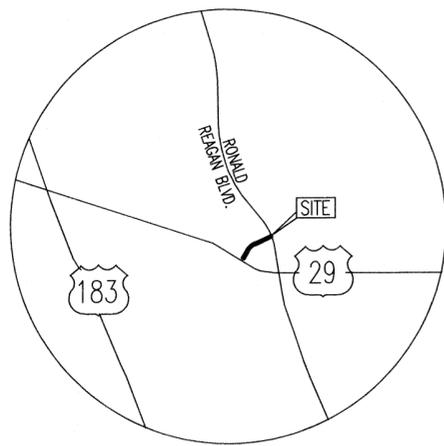
Becky Pruitt

Date

09/19/2024 10:57 AM

Started On: 09/19/2024 10:44 AM

KAUFFMAN LOOP EXTENSION FINAL PLAT



DATE: OCTOBER 17, 2023

OWNER:

K29 1941 INVESTMENTS, LP
7143 VALBURN DR.
AUSTIN, TX 78731

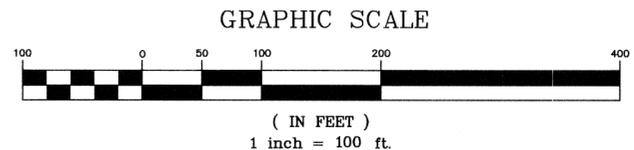
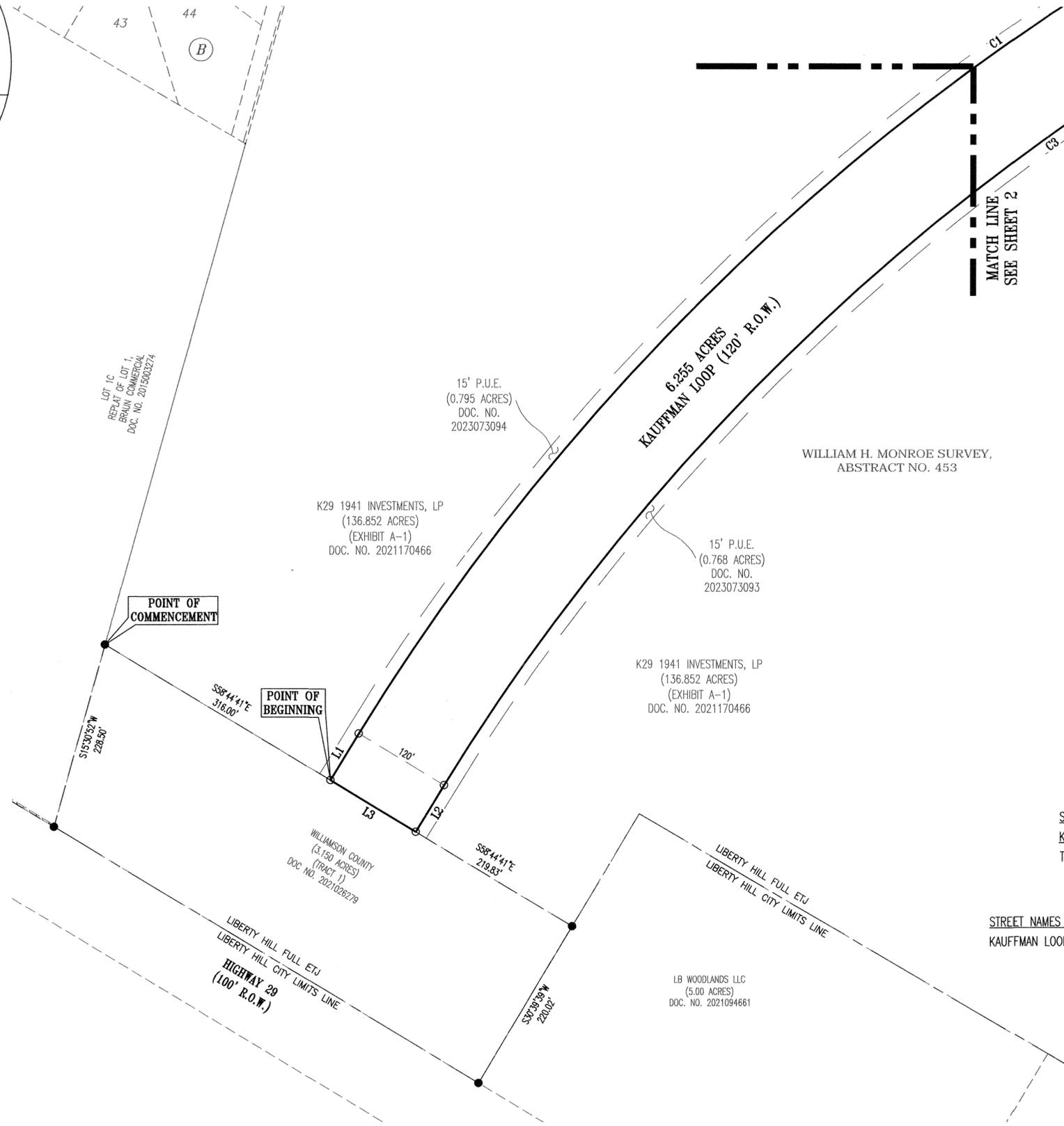
DEVELOPER:

K29 1941 INVESTMENTS, LP
7143 VALBURN DR.
AUSTIN, TX 78731

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 PHONE

TOTAL ACREAGE: 6.255 ACRES
SURVEY: GREENLEAF FISK SURVEY, ABSTRACT NO. 5
WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.
EFFECTIVE DATE: SEPTEMBER 26, 2008



LEGEND

- CAPPED 1/2" IRON ROD SET
- CAPPED 1/2" IRON ROD FOUND

Line Table		
Line #	Length	Direction
L1	65.93	N31°15'22"E
L2	65.92	S31°15'22"W
L3	120.00	N58°44'41"W

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	1636.84	2810.00	N47°56'37"E	1613.80	842.38	33°22'30"
C2	120.01	3355.00	S25°20'01"E	120.00	60.01	2°02'58"
C3	1566.95	2690.00	S47°56'37"W	1544.89	806.41	33°22'31"

LINEAR FOOTAGE OF STREETS		
STREET NAMES	LINEAR FOOTAGE	DESIGN SPEED
KAUFFMAN LOOP EXTENSION	2,271'	35 M.P.H.
TOTAL	2,271'	

STREETS				
STREET NAMES	DESIGNATION	CLASSIFICATION	R.O.W. WIDTH	PAVEMENT WIDTH
KAUFFMAN LOOP EXTENSION	PUBLIC	MAJOR COLLECTOR	120' R.O.W.	66' FOC-FOC

SHEET NO. 1 OF 3

Carlson, Brigance & Doering, Inc.

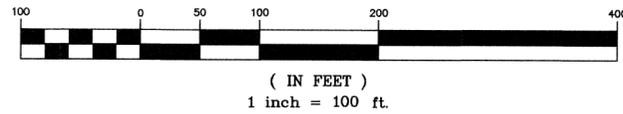
FIRM ID #F3791 REG. # 10024900

Civil Engineering Surveying
5501 West William Cannon Austin, Texas 78749
Phone No. (512) 280-5160 Fax No. (512) 280-5165

KAUFFMAN LOOP EXTENSION FINAL PLAT



GRAPHIC SCALE



FIELD NOTES

BEING ALL OF THAT CERTAIN 6.255 ACRE TRACT OF LAND, SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, AND THE WILLIAM H. MONROE SURVEY, ABSTRACT NUMBER 453, BOTH OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 136.852 ACRE TRACT OF LAND (EXHIBIT A-1) CONVEYED TO K29 1941 INVESTMENTS, LP IN DOCUMENT NUMBER 2021170466, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 6.255 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, AT A 1/2 INCH IRON ROD FOUND AT THE WESTERNMOST CORNER OF SAID 136.852 ACRE TRACT OF LAND, BEING AT THE NORTHERNMOST CORNER OF A CALLED 3.150 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO WILLIAMSON COUNTY, TEXAS IN DOCUMENT NUMBER 2021026279, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAME BEING IN THE SOUTHEAST LINE OF LOT 1C, REPLAT OF LOT 1, BRAUN COMMERCIAL, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2015003274, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FOR THE POINT OF COMMENCEMENT OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, S58°44'41"E, WITH THE COMMON LINE OF SAID 136.852 ACRE TRACT OF LAND, AND SAID 3.150 ACRE TRACT OF LAND, A DISTANCE OF 316.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE WESTERNMOST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, OVER AND ACROSS SAID 136.852 ACRE TRACT OF LAND, THE FOLLOWING THREE (3) COURSES AND DISTANCES, NUMBERED 1 THROUGH 3,

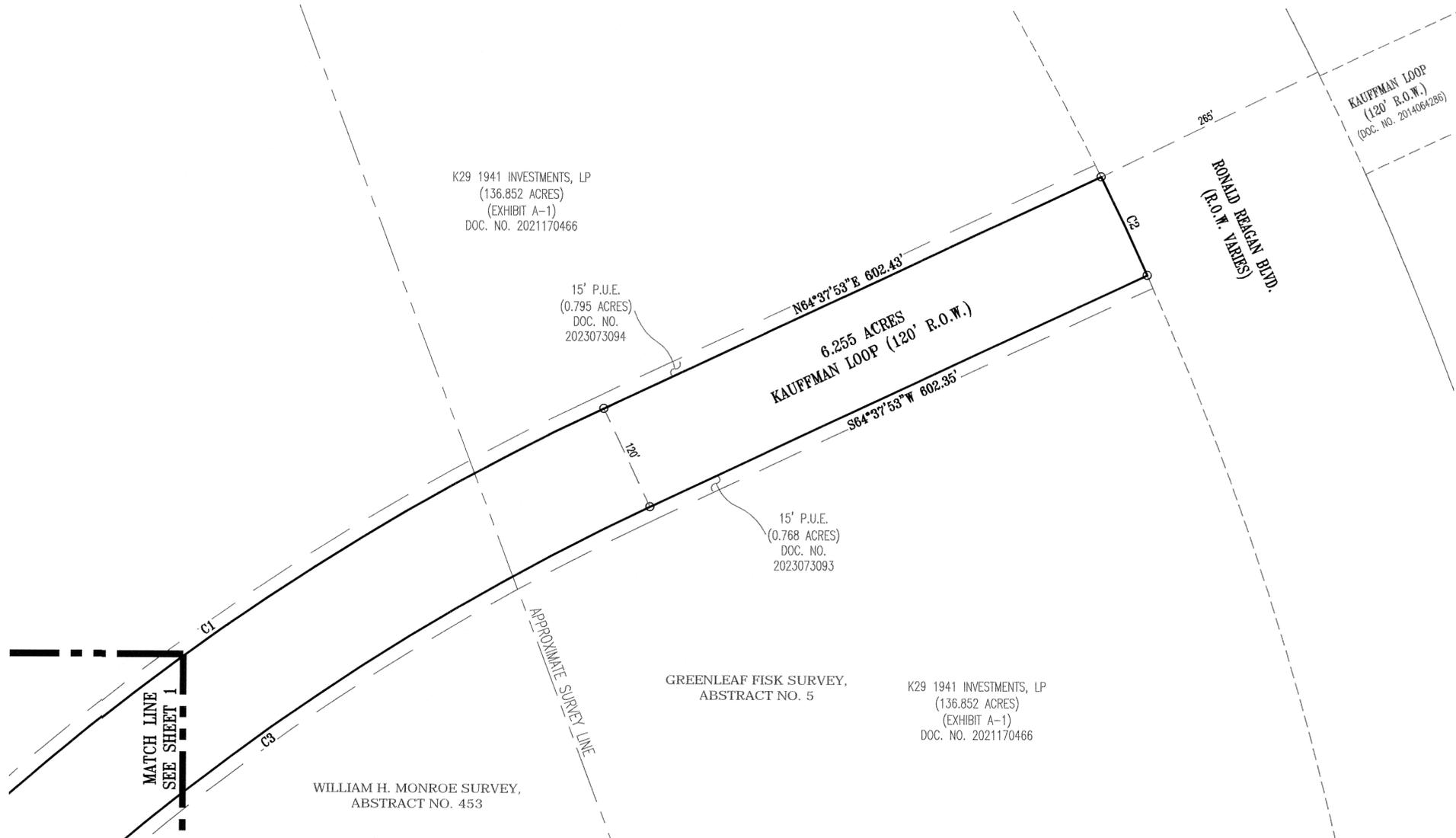
- 1) N31°15'22"E, A DISTANCE OF 65.93 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING A THE BEGINNING OF A CURVE TO THE RIGHT,
- 2) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2810.00 FEET, AN ARC LENGTH OF 1636.84 FEET, AND A CHORD THAT BEARS N47°56'37"E, A DISTANCE OF 1613.80 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, AND
- 3) N64°37'53"E, A DISTANCE OF 602.43 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" IN THE NORTHEAST LINE OF SAID 136.852 ACRE TRACT OF LAND, BEING IN THE SOUTHWEST RIGHT-OF-WAY LINE OF RONALD REAGAN BOULEVARD (R.O.W. VARIES), SAME BEING AT THE BEGINNING OF A CURVE TO THE RIGHT, FOR THE NORTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, ALONG SAID CURVE TO THE RIGHT, AND WITH THE COMMON LINE OF SAID RONALD REAGAN BOULEVARD AND SAID 136.852 ACRE TRACT OF LAND, HAVING A RADIUS OF 3355.00 FEET, AN ARC LENGTH OF 120.01 FEET, AND A CHORD THAT BEARS S25°20'01"E, A DISTANCE OF 120.00 FEET, TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE EASTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, OVER AND ACROSS SAID 136.852 ACRE TRACT OF LAND, THE FOLLOWING THREE (3) COURSES AND DISTANCES, NUMBERED 1 THROUGH 3,

- 1) S64°37'53"W, A DISTANCE OF 602.35 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING A THE BEGINNING OF A CURVE TO THE LEFT,
- 2) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2690.00 FEET, AN ARC LENGTH OF 1566.95 FEET, AND A CHORD THAT BEARS S47°56'37"W, A DISTANCE OF 1544.89 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, AND
- 3) S31°15'22"W, A DISTANCE OF 65.92 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" IN A SOUTHWESTERN LINE OF SAID 136.852 ACRE TRACT OF LAND, BEING IN THE NORTHEASTERN LINE OF SAID 3.150 ACRE TRACT OF LAND, FOR THE SOUTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, FROM WHICH A 1/2 INCH IRON ROD FOUND AT THE EASTERNMOST CORNER OF SAID 3.150 ACRE TRACT OF LAND, BEING IN THE NORTHWEST LINE OF A CALLED 5.00 ACRE TRACT OF LAND CONVEYED TO LB WOODLANDS LLC IN DOCUMENT NUMBER 2021094661, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BEARS S58°44'41"E, A DISTANCE OF 219.83 FEET,

THENCE, N58°44'41"W, WITH THE COMMON LINE OF SAID 136.852 ACRE TRACT OF LAND, AND SAID 3.150 ACRE TRACT OF LAND, DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.255 ACRES OF LAND.



SANTA RITA PLAT NOTES:

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 THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT AFFECTIVE FLOODPLAIN DATA TAKES PRECEDENT OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE 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. 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.
2. 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.

WATER AND WASTEWATER:

1. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 17 / GEORGETOWN UTILITY SYSTEMS.
2. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 17 / CITY OF LIBERTY HILL.
3. 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. 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.
4. 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.
5. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.

SHEET NO. 2 OF 3

CBD

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

22.

Meeting Date: 09/24/2024

Final plat for the Lariat Section 8 subdivision – Pct 2

Submitted For: Adam Boatright

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 Lariat Section 8 subdivision – Precinct 2.

Background

This is the next section of the Lariat development. It consists of 124 residential lots, 7 open space lots, 3 private alley lots and 3,122 linear feet of new roads to be maintained by the North San Gabriel MUD No. 1. Roadway and drainage construction is not yet complete, but a performance bond in the amount of \$1,632,488.30 has been posted with the County to cover the cost of the remaining construction.

Timeline

2024-06-13 – initial submittal of the final plat

2024-07-10 – 1st review complete with comments

2024-08-08 – 2nd submittal of final plat

2024-08-23 – 2nd review complete with comments clear

2024-09-10 – signed final plat received

2024-09-12 – final plat placed on the September 24, 2024 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Final Plat - Lariat Sec 8

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 09/12/2024

Reviewed By

Becky Pruitt

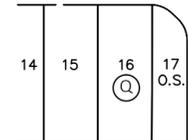
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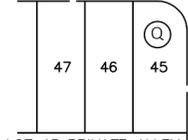
Started On: 09/12/2024 11:56 AM

LARIAT SECTION 7
DOC. NO. 2023063842
O.P.R.W.C.

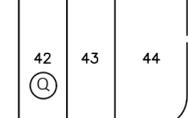
LEELAND DRIVE
{50' R.O.W.}



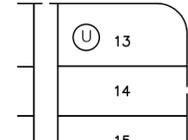
KIOWA BEND
{50' R.O.W.}



LOT 45 PRIVATE ALLEY

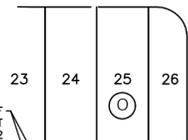


WOODROW LANE
{50' R.O.W.}



LARIAT SECTION 6
DOC. NO. 2023059315
O.P.R.W.C.

TRAVIS LANE
{50' R.O.W.}



REMAINING PORTION OF
UTILITY EASEMENT
DOC. NO. 2023010592
O.P.R.W.C.

10' PUBLIC UTILITY EASEMENT
DOC. NO. 2023024428
O.P.R.W.C.

COUNTY ROAD NO. 214
{120' R.O.W.}

10' PUBLIC UTILITY EASEMENT
DOC. NO. 2023024428
O.P.R.W.C.

REMAINING PORTION OF
UTILITY EASEMENT
DOC. NO. 2023010592
O.P.R.W.C.

NORTHGATE CR 214 ROW
AND AMENITY CENTER
DOC. NO. 2023024428
O.P.R.W.C.

FINAL PLAT LARIAT SECTION 8

A SUBDIVISION OF 20.505 ACRES OF LAND
LOCATED IN THE
JOHN MCDEVITT SURVEY A-415
IN WILLIAMSON COUNTY, TEXAS.

BEARING BASIS NOTE:

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

PROPOSED LARIAT SECTION 10
DOC. NO. _____
O.P.R.W.C.

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

ROADWAY CLOSURE ORDER
CALLED 0.541 ACRES
(EXHIBIT "D")
DOC. NO. 2023057734
O.P.R.W.C.

LARIAT SECTION 9
DOC. NO. 2024036208
O.P.R.W.C.

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

- LEGEND**
- AC. ACRE
 - D.E. DRAINAGE EASEMENT
 - DOC. DOCUMENT
 - NO. NUMBER
 - O.P.R.W.C. OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY
 - O.S. OPEN SPACE
 - P.O.B. POINT OF BEGINNING
 - R.O.W. RIGHT-OF-WAY
 - LSI SURVEY
 - FOUND 1/2" IRON ROD WITH "LSI SURVEY" CAP
 - SET 1/2" IRON ROD W/ "BGE INC" CAP
 - △ CALCULATED POINT
 - {} RECORD INFORMATION DOC. NO. 2023059315 O.P.R.W.C.
 - { } RECORD INFORMATION DOC. NO. 2022080045 O.P.R.W.C.
 - [] RECORD INFORMATION DOC. NO. 2023024428 O.P.R.W.C.
 - (()) RECORD INFORMATION DOC. NO. 2023063842 O.P.R.W.C.

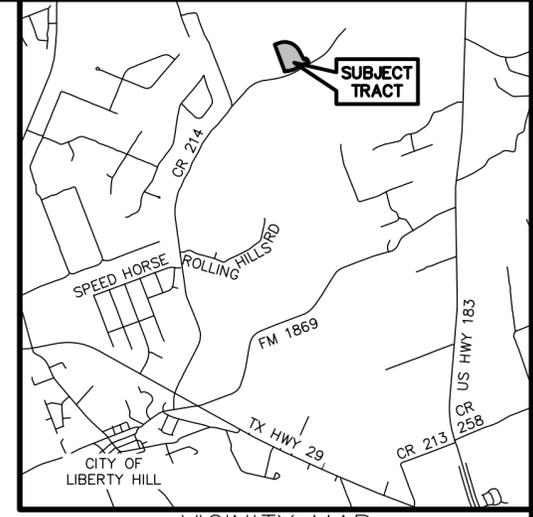
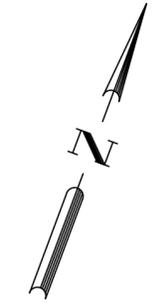
10' PUBLIC UTILITY EASEMENT
DOC. NO. 2023024428
O.P.R.W.C.

REMAINING PORTION OF
UTILITY EASEMENT
DOC. NO. 2023010592
O.P.R.W.C.

SUBMITTED DATE: JUNE 13, 2024

OWNERS:
DRP TX 4, L.L.C.
590 MADISON AVENUE, 13TH FLOOR
NEW YORK, NY 10022

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



VICINITY MAP
NOT TO SCALE

JOHN MCDEVITT SURVEY
A33-415



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

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	39.27'	25.00'	90°00'00"	S 73°04'35" E	35.36'
C2	40.25'	325.00'	7°05'46"	N 65°28'19" E	40.23'
C3	21.03'	25.00'	48°11'23"	S 44°55'30" W	20.41'
C4	165.99'	50.00'	190°12'35"	S 64°03'53" E	99.60'
C5	13.62'	15.00'	52°01'12"	N 05°01'48" E	13.16'
C6	39.27'	25.00'	90°00'00"	N 65°58'48" W	35.36'
C7	39.27'	25.00'	90°00'00"	N 24°01'12" E	35.36'
C8	34.18'	525.00'	3°43'48"	S 19°06'54" E	34.17'
C9	15.12'	15.00'	57°46'09"	N 46°08'05" W	14.49'
C10	309.49'	60.00'	295°32'17"	S 72°45'00" W	64.00'
C11	15.12'	15.00'	57°46'09"	S 11°38'04" W	14.49'
C12	30.92'	475.00'	3°43'48"	S 19°06'54" E	30.92'
C13	39.27'	25.00'	90°00'00"	S 65°58'48" E	35.36'
C14	58.83'	475.00'	7°05'46"	N 65°28'19" E	58.79'
C15	39.27'	25.00'	90°00'00"	N 16°55'25" E	35.36'
C16	711.22'	495.00'	82°19'24"	N 69°14'17" W	651.60'
C17	39.27'	25.00'	90°00'00"	S 65°23'59" E	35.36'
C18	511.74'	545.00'	53°47'56"	N 83°30'01" W	493.14'
C19	37.07'	25.00'	84°58'03"	N 80°54'56" E	33.77'
C20	37.07'	25.00'	84°58'03"	S 04°03'08" E	33.77'
C21	175.59'	545.00'	18°27'35"	N 37°18'22" W	174.83'
C22	39.27'	25.00'	90°00'00"	S 73°04'35" E	35.36'
C23	39.27'	25.00'	90°00'00"	N 16°55'25" E	35.36'
C24	34.06'	275.00'	7°05'46"	N 65°28'19" E	34.04'
C25	39.27'	25.00'	90°00'00"	S 65°58'48" E	35.36'
C26	39.27'	25.00'	90°00'00"	S 24°01'12" W	35.36'
C27	65.02'	525.00'	7°05'46"	N 65°28'19" E	64.98'
C28	39.27'	25.00'	90°00'00"	N 73°04'35" W	35.36'
C29	39.02'	25.00'	89°25'10"	S 24°18'37" W	35.18'
C30	2.26'	15.00'	8°37'21"	N 16°40'08" W	2.26'
C31	11.36'	15.00'	43°23'52"	N 09°20'28" E	11.09'
C32	40.96'	50.00'	46°56'20"	S 07°34'14" W	39.83'
C33	23.44'	15.00'	89°32'02"	S 65°09'59" E	21.13'
C34	20.32'	50.00'	23°16'54"	S 27°32'22" E	20.18'
C35	22.52'	50.00'	25°48'24"	S 52°05'01" E	22.33'
C36	23.68'	15.00'	90°27'58"	S 24°49'58" W	21.30'
C37	29.80'	50.00'	34°08'57"	S 82°03'42" E	29.36'
C38	35.08'	50.00'	40°12'08"	N 60°45'45" E	34.37'
C39	17.31'	50.00'	19°49'52"	N 30°44'45" E	17.22'
C40	15.84'	25.00'	36°18'16"	S 38°58'57" W	15.58'
C41	5.19'	25.00'	11°53'07"	S 63°04'38" W	5.18'
C42	4.95'	325.00'	0°52'22"	N 68°35'01" E	4.95'
C43	35.30'	325.00'	6°13'24"	N 65°02'07" E	35.28'
C44	7.16'	25.00'	16°25'07"	S 70°07'59" W	7.14'
C45	32.11'	25.00'	73°34'53"	N 64°52'01" W	29.94'
C46	15.18'	475.00'	1°49'54"	S 20°03'51" E	15.18'
C47	25.87'	475.00'	3°07'14"	N 67°27'35" E	25.87'
C48	32.96'	475.00'	3°58'33"	N 63°54'42" E	32.95'
C49	47.35'	495.00'	5°28'51"	N 30°49'00" W	47.33'
C50	20.11'	495.00'	2°19'41"	N 34°43'16" W	20.11'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C51	61.17'	495.00'	7°04'50"	N 39°25'32" W	61.13'
C52	50.22'	495.00'	5°48'48"	N 45°52'21" W	50.20'
C53	65.85'	495.00'	7°37'18"	N 52°35'24" W	65.80'
C54	168.11'	60.00'	160°31'54"	N 39°44'49" W	118.27'
C55	15.74'	475.00'	1°53'54"	S 18°11'57" E	15.74'
C56	51.98'	495.00'	6°00'59"	N 59°24'32" W	51.95'
C57	50.79'	495.00'	5°52'45"	N 65°21'24" W	50.77'
C58	50.79'	495.00'	5°52'45"	N 71°14'08" W	50.77'
C59	50.79'	495.00'	5°52'45"	N 77°06'53" W	50.77'
C60	50.79'	495.00'	5°52'45"	N 82°59'38" W	50.77'
C61	50.79'	495.00'	5°52'45"	N 88°52'22" W	50.77'
C62	50.79'	495.00'	5°52'45"	S 85°14'53" W	50.77'
C63	50.79'	495.00'	5°52'45"	S 79°22'08" W	50.77'
C64	50.79'	495.00'	5°52'45"	S 73°29'24" W	50.77'
C65	8.21'	495.00'	0°57'00"	S 70°04'31" W	8.21'
C66	27.62'	60.00'	26°22'24"	S 46°48'02" W	27.38'
C67	25.00'	60.00'	23°52'17"	S 21°40'42" W	24.82'
C68	36.24'	60.00'	34°36'41"	S 07°33'48" E	35.70'
C69	40.93'	60.00'	39°04'59"	S 44°24'38" E	40.14'
C70	11.59'	60.00'	11°04'02"	S 69°29'08" E	11.57'
C71	8.99'	525.00'	0°58'51"	S 17°44'26" E	8.99'
C72	25.19'	525.00'	2°44'57"	S 19°36'20" E	25.19'
C73	39.52'	25.00'	90°34'50"	S 65°41'23" E	35.53'
C74	39.27'	25.00'	89°59'56"	S 24°36'03" W	35.36'
C75	23.54'	25.00'	53°57'36"	N 65°24'42" E	22.68'
C76	13.53'	25.00'	31°00'27"	S 72°06'16" E	13.37'
C77	30.27'	545.00'	3°10'57"	N 58°11'31" W	30.27'
C78	38.59'	545.00'	4°03'26"	N 61°48'43" W	38.58'
C79	38.59'	545.00'	4°03'26"	N 65°52'08" W	38.58'
C80	38.59'	545.00'	4°03'26"	N 69°55'34" W	38.58'
C81	38.59'	545.00'	4°03'26"	N 73°59'00" W	38.58'
C82	38.59'	545.00'	4°03'26"	N 78°02'26" W	38.58'
C83	38.59'	545.00'	4°03'26"	N 82°05'52" W	38.58'
C84	38.59'	545.00'	4°03'26"	N 86°09'18" W	38.58'
C85	38.59'	545.00'	4°03'26"	S 89°47'16" W	38.58'
C86	38.59'	545.00'	4°03'26"	S 85°43'50" W	38.58'
C87	38.59'	545.00'	4°03'26"	S 81°40'25" W	38.58'
C88	38.59'	545.00'	4°03'26"	S 77°36'59" W	38.58'
C89	38.59'	545.00'	4°03'26"	S 73°33'33" W	38.58'
C90	18.36'	545.00'	1°55'49"	S 70°33'56" W	18.36'
C91	5.51'	25.00'	12°37'40"	N 75°54'51" E	5.50'
C92	33.76'	25.00'	77°22'20"	S 59°05'09" E	31.25'
C93	22.48'	525.00'	2°27'14"	N 67°47'35" E	22.48'
C94	26.88'	630.00'	2°26'42"	N 67°47'51" E	26.88'
C95	42.54'	525.00'	4°38'33"	N 64°14'42" E	42.53'
C96	51.14'	630.00'	4°39'04"	N 64°14'57" E	51.13'
C97	24.60'	650.00'	2°10'05"	N 63°00'28" E	24.59'
C98	37.61'	650.00'	3°18'56"	N 65°44'58" E	37.61'
C99	18.30'	650.00'	1°36'46"	N 68°12'49" E	18.29'
C100	23.18'	25.00'	53°07'48"	S 11°52'00" W	22.36'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C101	13.89'	25.00'	31°50'15"	S 30°37'02" E	13.71'
C102	38.79'	545.00'	4°04'40"	N 44°29'49" W	38.78'
C103	42.45'	545.00'	4°27'47"	N 40°13'35" W	42.44'
C104	42.45'	545.00'	4°27'47"	N 35°45'48" W	42.44'
C105	38.59'	545.00'	4°03'26"	N 31°30'12" W	38.58'
C106	13.30'	545.00'	1°23'54"	N 28°46'32" W	13.30'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 61°55'25" E	90.00'
L2	S 28°04'35" E	50.00'
L3	S 28°04'35" E	92.76'
L4	N 54°47'41" E	5.04'
L5	S 54°47'41" W	18.07'
L6	S 69°09'02" W	56.03'
L7	S 77°26'22" W	103.72'
L8	S 70°04'00" W	131.02'
L9	N 20°23'59" W	30.00'
L10	S 70°04'00" W	105.00'
L11	N 69°14'08" E	19.54'
L12	N 69°36'01" E	120.00'
L13	N 70°04'35" E	43.37'
L14	N 71°30'55" E	35.59'
L15	N 75°42'43" E	48.87'
L16	N 80°01'16" E	48.87'
L17	N 84°19'48" E	48.87'
L18	N 88°38'20" E	48.87'
L19	S 87°03'07" E	48.87'
L20	S 82°44'35" E	48.87'
L21	S 78°26'03" E	48.87'
L22	S 74°07'31" E	48.87'
L23	S 69°48'58" E	48.87'
L24	S 65°30'26" E	48.87'
L25	S 61°11'54" E	48.87'
L26	S 56°53'21" E	48.87'
L27	S 47°32'04" E	77.14'
L28	S 51°34'06" E	50.08'
L29	S 41°21'18" E	48.87'
L30	S 37°02'46" E	48.87'
L31	S 32°44'13" E	48.87'
L32	S 28°47'54" E	49.34'
L33	N 69°01'12" E	110.63'
L34	S 20°58'48" E	79.82'
L35	S 17°15'00" E	90.44'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L36	N 17°15'00" W	90.44'
L37	N 20°58'48" W	79.82'
L38	S 69°01'12" W	86.15'
L39	S 28°04'35" E	52.80'
L40	N 69°36'01" E	135.50'
L41	S 69°36'01" W	135.50'
L42	S 38°25'54" W	98.99'
L43	N 38°25'54" E	95.47'
L44	N 69°01'12" E	116.53'
L45	S 69°01'12" W	86.15'
L46	S 70°04'00" W	94.21'
L47	N 08°11'27" E	28.58'
L48	N 70°04'00" E	96.48'
L49	N 06°45'52" E	57.50'
L50	N 06°45'52" E	112.95'
L51	S 87°41'30" E	38.47'
L52	S 44°46'23" E	54.60'
L53	N 54°53'17" W	32.48'
L54	S 68°39'01" E	7.80'
L55	S 69°01'12" W	54.48'
L56	S 69°01'12" W	40.00'
L57	S 69°01'12" W	16.97'
L58	S 61°55'25" W	0.31'
L59	S 61°55'25" W	43.10'
L60	S 61°55'25" W	44.00'
L61	S 61°55'25" W	44.00'
L62	S 61°55'25" W	54.00'
L63	N 61°55'25" E	50.00'
L64	N 61°55'25" E	40.00'
L65	N 61°55'25" E	40.00'
L66	N 61°55'25" E	40.00'
L67	N 61°55'25" E	15.41'
L68	N 69°01'12" E	21.40'
L69	N 69°01'12" E	40.00'
L70	N 69°01'12" E	50.06'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	(N 61°55'32" E)	
L5	(S 54°47'48" W)	
	[S 54°47'48" W]	[18.07']
L6	(S 69°09'09" W)	(56.03')
	[S 69°09'09" W]	[56.03']
L7	(S 77°26'28" W)	(103.72')
	[S 77°26'28" W]	[103.72']
L8	(S 70°04'06" W)	(131.02')
	[S 70°04'06" W]	[131.02']
L9	(N 20°23'52" W)	(30.00')
	[N 20°23'52" W]	[30.00']
L10	(S 70°04'00" W)	
	[S 70°04'06" W]	[30.00']
L11	(N 69°14'15" E)	
L12	(N 69°36'08" E)	(120.00')
L13	(N 70°04'42" E)	(43.37')
L14	(N 71°30'01" E)	(35.59')
L15	(N 75°42'50" E)	(48.87')
L16	(N 80°01'22" E)	(48.87')
L17	(N 84°19'54" E)	(48.87')
L18	(N 88°38'27" E)	(48.87')
L19	(S 87°03'01" E)	(48.87')
L20	(S 82°44'29" E)	(48.87')
L21	(S 78°25'57" E)	(48.87')
L22	(S 74°07'24" E)	(48.87')
L23	(S 69°48'52" E)	(48.87')
L24	(S 65°30'20" E)	(48.87')
L25	(S 61°11'47" E)	(48.87')
L26	(S 56°53'15" E)	(48.87')
L27	(S 47°31'58" E)	(77.14')
L28	(S 51°33'59" E)	(50.08')
L29	(S 41°21'11" E)	(48.87')
L30	(S 37°02'39" E)	(48.87')
L31	(S 32°44'07" E)	(48.87')
L32	(S 28°47'47" E)	(49.34')

STREET NAMES						
STREET	R.O.W. WIDTH	PAVEMENT WIDTH	CENTERLINE LENGTH	DESIGN SPEED	MAINTENANCE AUTHORITY	CLASSIFICATION
CARR DRIVE	50 FEET	33 FEET	984 FEET</			

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

THAT DRP TX 4, LLC, ACTING HEREBY AND THROUGH HOUDIN HONARVAR, AUTHORIZED SIGNATORY, OWNER OF THE REMAINDER OF A CALLED 45.04 ACRE TRACT AS CONVEYED TO IT BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2022080045 OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, ALSO BEING A PORTION OF AN ABANDONED COUNTY ROAD (COUNTY ROAD NO. 214) AS VACATED IN ROADWAY CLOSURE ORDER (EXHIBIT "D") AS RECORDED IN DOCUMENT NUMBER 2023057734 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACTS BEING OUT OF THE JOHN MCDEVITT SURVEY, ABSTRACT NO. 415, SITUATED IN WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE 20.505 ACRES AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THOSE CERTAIN TRACTS OF LAND, AND THAT WE OWNERS OF 20.505 ACRES AS SHOWN HEREON, DO HEREBY SUBDIVIDE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS:

LARIAT SECTION 8

WITNESS MY HAND, THIS THE 4 DAY OF SEPTEMBER, 2024, A.D.

DRP TX 4, LLC
590 MADISON AVENUE, 13TH FLOOR
NEW YORK, NY 10022

BY: DRP TX 4, LLC
ITS AUTHORIZED SIGNATORY

Houdin Honarvar
HOUDIN HONARVAR, AUTHORIZED SIGNATORY

STATE OF NEW YORK §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF NEW YORK §

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

Daniel Jesse Kimmel
NOTARY PUBLIC, STATE OF NEW YORK

September 4, 2024
DATE

DANIEL JESSE KIMMEL
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 04-25-2026



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

NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA UNDATED BY THE 100-YEAR FLOOD AS DETERMINED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0235F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.

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

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

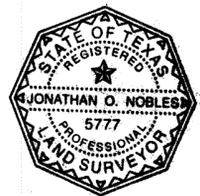
9-9-24
DATE



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

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

9/9/2024
DATE



NOTES:

- 1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE APPROVED WATER AND WASTEWATER SYSTEMS.
- 2. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY GEORGETOWN UTILITY SYSTEMS.
- 3. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY NORTH SAN GABRIEL MUD NO. 1.
- 4. ELECTRIC SERVICES FOR THIS SUBDIVISION WILL BE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE.
- 5. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- 6. IT IS THE RESPONSIBILITY OF THE OWNERS, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
- 7. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
- 8. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.1, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE DEVELOPMENT RELEASES UNDETAINED STORMWATER DIRECTLY INTO A DETENTION EXEMPT STREAM REACH.
- 7. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
- 8. A 10 FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.
- 9. EVERY DEED WITHIN THIS SUBDIVISION SHALL CONTAIN NOTICE TO THE GRANTEE OF THE FOLLOWING: ALL ROADS WITHIN THIS SUBDIVISION ARE MAINTAINED BY NORTH SAN GABRIEL MUD NO. 1. SAN GABRIEL MUD NO. 1. SHALL BE PERPETUALLY LIABLE FOR MAINTENANCE OF THE ROADS AND THE QUALITY OF THE ROADS MUST BE MAINTAINED AS NOT TO AFFECT ACCESS BY PUBLIC SERVICES AGENCIES SUCH AS POLICE, FIRE, AND EMERGENCY MEDICAL SERVICES. WILLIAMSON COUNTY WILL NEVER ACCEPT OR MAINTAIN THE ROADS.
- 10. THE OWNER SHALL PROVIDE A MAINTENANCE SCHEDULE FOR THE ROADS TO THE COUNTY ENGINEER FOR APPROVAL PRIOR TO PLACEMENT OF THE FINAL PLAT ON THE COMMISSIONERS COURT AGENDA FOR APPROVAL. THE SCHEDULE SHALL INCLUDE THE MAINTENANCE ACTIVITIES, THEIR CYCLE OF OCCURRENCE, AND THE CURRENT COST OF PROVIDING THE MAINTENANCE ACTIVITY. THE TOTAL COST OF THE ACTIVITIES ALONG WITH THE RATE OF INFLATION SHALL BE USED TO DETERMINE THE ANNUAL ASSESSMENT PER LOT.
- 11. A 25 FOOT SETBACK FROM PUBLIC STREET RIGHT-OF-WAY IS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS FOR ALL LOTS, HOWEVER, A 15 FOOT SIDE STREET SETBACK IS PERMITTED ALONG NON-MAJOR HIGHWAYS AND ROADS.
- 12. NO LOTS EXCEPT FOR LOT 11, BLOCK X, MAY NOT BE FURTHER SUBDIVIDED.
- 13. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
- 14. DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROAD AND NOT TO CR 214, THE ADJACENT COUNTY ROADWAY.
- 15. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
- 16. 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.
- 17. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
- 18. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
- 19. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
- 20. FLOODPLAIN INFORMATION, SUCH AS FLOODPLAIN BOUNDARIES, DEPTHS, ELEVATIONS, AND THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT, WILL CHANGE OVER TIME WITH BETTER DATA AND FLOOD STUDIES. THE FLOODPLAIN INFORMATION SHOWN ON THIS PLAT WAS ACCURATE AT THE TIME OF PLATTING, BUT MAY BE SUPERSEDED AT THE TIME OF CONSTRUCTION. THE BEST AVAILABLE FLOODPLAIN DATA SHALL BE UTILIZED AT THE TIME OF CONSTRUCTION, AS DETERMINED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION MUST BE SUBMITTED AND APPROVED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT WITHIN OR ADJACENT TO A REGULATED FLOODPLAIN.
- 21. PER THE VARIANCE REQUEST APPROVED BY THE COMMISSIONERS COURT ON SEPTEMBER 14, 2021, THE FOLLOWING LOTS ARE ALLEY LOTS AND WILL HAVE A FRONT BUILDING SETBACK LINE 20' FROM THE EDGE OF RIGHT-OF-WAY INSTEAD OF 25': BLOCK W, LOTS 3-20; BLOCK X, LOTS 22-24, 26-37, AND 39-44, BLOCK Z, LOTS 1-17

ROAD NAME AND ADDRESS ASSIGNMENT VERIFIED THIS THE 9 DAY OF September, 2024 A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESS COORDINATOR
Cindy Bridges

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

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

I, BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

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

DATE

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

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

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

NANCY E. RISTER, CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____
NANCY E. RISTER



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

FINAL PLAT
LARIAT SECTION 8

A SUBDIVISION OF 20.505 ACRES OF LAND
LOCATED IN THE
JOHN MCDEVITT SURVEY A-415
IN WILLIAMSON COUNTY, TEXAS.

\\bgeinc\data\TxC\Projects\Randolph_Told Co\313-00-Northhatche_Ph2_Sea8_SV\04_Final\Drawings\Plot\313-01_Larlat-Sea8_20240829.dwg, 8/29/2024, 12:19 PM, Michael_Corney

Commissioners Court - Regular Session

23.

Meeting Date: 09/24/2024

Newly Sworn Elected Official

Submitted For: Bill Gravell

Submitted By: Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Acknowledge and enter into the official minutes, the hiring of employees from a newly sworn in Elected Official, Judge Terence M. Davis, of Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Application to Employ - Davis

Form Review

Inbox

County Judge Exec Asst. (Originator)
Form Started By: Andrea Schiele
Final Approval Date: 09/18/2024

Reviewed By
Becky Pruitt

Date
09/18/2024 08:08 AM
Started On: 09/16/2024 08:48 AM



Application to Commissioners' Court to Employ Personnel

To the Honorable Commissioners' Court of Williamson County

I, Terence M. Davis, of Williamson County, Texas, hereby make application for authority to employ the following per Local Govt Code 151.001(b):

Proposed Effective Date	Title/PCN#/Fund	Budget
9/11/2024	Senior Court Administrator/2025/0442	\$78,750.10
9/11/2024	Court Reporter/2026/0442	\$139,897.74
9/11/2024		
9/11/2024		
9/11/2024		
9/11/2024		
9/11/2024		
9/11/2024		
9/11/2024		
Total		\$218,647.84

Date: 9/12/24 Sworn to: 
Elected Official

Commissioners Court - Regular Session

24.

Meeting Date: 09/24/2024

Purchasing Department Update

Submitted For: Joy Simonton

Submitted By: Joy Simonton, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive Purchasing Department update.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Joy Simonton

Final Approval Date: 09/18/2024

Reviewed By

Becky Pruitt

Date

09/18/2024 04:15 PM

Started On: 09/18/2024 02:02 PM

Commissioners Court - Regular Session

25.

Meeting Date: 09/24/2024

Balance Upcoming Fiscal Year Budget

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 authorizing the County Auditor to transfer sufficient monies from cash ending balance of fiscal year 2023-2024 to balance the county budget for 2024-2025.

Background

This action is necessary for the budgets to be legally balanced and adopted each fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ganae Hempe

Final Approval Date: 09/18/2024

Reviewed By

Becky Pruitt

Date

09/18/2024 08:07 AM

Started On: 09/11/2024 03:15 PM

Commissioners Court - Regular Session

26.

Meeting Date: 09/24/2024

Line Item Transfer Authorization for Balance of Fiscal Year 24

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 authorizing the County Auditor to make any line item transfers necessary to complete the 2023-2024 budget within individual funds.

Background

This is an annual agenda item. Each year when the budget year ends, this authorization allows the County Auditor's Office to move monies around to cover any deficits within and between departmental lines.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ganae Hempe

Final Approval Date: 09/18/2024

Reviewed By

Becky Pruitt

Date

09/18/2024 08:07 AM

Started On: 09/11/2024 03:19 PM

Commissioners Court - Regular Session

27.

Meeting Date: 09/24/2024

Budget Amendment General Fund Non-Departmental

Submitted For: Julie Kiley

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Non-Departmental Department in General Fund.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0409.004998	Contingencies	\$2,500,000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 09/19/2024

Reviewed By

Becky Pruitt

Date

09/19/2024 11:37 AM

Started On: 09/19/2024 11:09 AM

Commissioners Court - Regular Session

28.

Meeting Date: 09/24/2024

Road and Bridge Project Transfer

Submitted By: Roxanne Salone, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on transferring \$200,000 from P489 (South San Gabriel Ranch Sub) and \$45,000 from P626 (CR 130 Widening) to P697 (Ronald Reagan Blvd Roadway Improvements West of RM 2338).

Background

Transfer of funds is necessary to create P697 (Ronald Reagan Blvd Roadway Improvements West of RM 2338) and to reimburse Parmer Ranch Partners, LP for the county's portion of construction cost of road facilities on the westbound acceleration lane of Ronald Reagan Blvd at the intersection with RM 2338. The agreement with the developer was approved on the 4/11/2023 agenda, item #36.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Roxanne Salone

Final Approval Date: 09/19/2024

Reviewed By

Becky Pruitt

Date

09/19/2024 09:52 AM

Started On: 09/19/2024 07:45 AM

Commissioners Court - Regular Session

29.

Meeting Date: 09/24/2024

Local Provider Participation Fund (LPPF) Fiscal Year 2025

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on setting a Public Hearing regarding the setting of the rate associated with mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2025 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health and Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

Background

Requesting a public hearing be set for October 8, 2024 at 9:30 a.m.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 09/19/2024

Reviewed By

Becky Pruitt

Date

09/19/2024 10:57 AM

Started On: 09/19/2024 08:45 AM

Commissioners Court - Regular Session

30.

Meeting Date: 09/24/2024

FY25 Property/Casualty and Workers' Comp Insurance Renewal

Submitted By: Shannon Francis, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the procurement of Property/Casualty & Workers' Compensation Insurance through Broker of Record McGriff Insurance Services under solicitation #22RFP79 for a total amount of up to \$4,790,686.76 for the term October 1, 2024 through October 1, 2025.

Background

Williamson County's Broker of Record for Risk Insurance, McGriff, Seibels & Williams, solicited quotes from various carriers. The funding sources are complex as each department/office must pay its portion for certain premiums. Funding is provided annually in the General Fund non-departmental and departmental budgets and the Risk Fund budget (workers' compensation only) under object codes 02050, 04419, 04414, 04413, and 04412.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

FY 25 Insurance Renewal Summary

FY25 Insurance Renewal Program

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Shannon Francis

Final Approval Date: 09/19/2024

Reviewed By

Becky Pruitt

Date

09/19/2024 11:58 AM

Started On: 09/19/2024 11:21 AM

Williamson County 2024 - 2025 Insurance Renewal

	10/1/23 - 10/1/24 Travelers, Safety National, AIG & Kinsale	10/1/24 - 10/1/25 BUDGET	10/1/24 - 10/1/25 Option 1 Travelers, Safety National, AIG, & Kinsale	10/1/24 - 10/1/25 Option 2 Travelers, Safety National, AIG, & Kinsale
Property Premium	\$1,506,559.00	\$1,788,524.40	\$1,633,777.05	\$1,589,070.15
<i>Total Insured Value</i>	\$454,271,051	\$468,777,603	\$468,777,603	\$468,777,603
<i>Loss Limit</i>	\$150,000,000	\$150,000,000	\$150,000,000	\$150,000,000
<i>All Other Perils Deductible</i>	\$25,000	\$25,000	\$25,000	\$100,000
<i>Wind/Hail Deductible</i>	3%; Minimum \$250,000	3%; Minimum \$250,000	3%; Minimum \$250,000	3%; Minimum \$250,000
<i>Mobile Equipment Deductible</i>	\$25,000 (RC)	\$25,000 (RC)	\$25,000 (RC)	\$25,000 (RC)
Casualty Premium	\$2,190,773.41	\$2,410,236.44	\$2,214,184.71	\$2,214,184.71
<i>General Liability Limit</i>	\$4,000,000	\$2,000,000	\$4,000,000	\$4,000,000
<i>General Liability Limit Agg</i>	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000
<i>General Liability Retention</i>	\$100,000	\$100,000	\$100,000	\$100,000
<i>Public Officials Limit</i>	\$4,000,000	\$2,000,000	\$4,000,000	\$4,000,000
<i>Public Officials Retention</i>	\$150,000	\$150,000	\$200,000	\$200,000
<i>Law Enforcement Limit</i>	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
<i>Law Enforcement Retention</i>	\$500,000	\$500,000	\$500,000	\$500,000
<i>Crime Limit</i>	\$500,000	\$500,000	\$500,000	\$500,000
<i>Crime Deductible</i>	\$5,000	\$5,000	\$5,000	\$5,000
<i>Cyber Limit</i>	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
<i>Cyber Deductible</i>	\$50,000	\$50,000	\$50,000	\$50,000
Auto Liability Premium	\$410,865.00	\$495,119.49	\$432,876.00	\$432,876.00
<i>Auto Liability Limit</i>	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
<i>Auto Liability Retention</i>	\$100,000	\$100,000	\$100,000	\$100,000
Auto PD Premium	\$152,314.00	\$175,922.67	\$169,218.00	\$169,218.00
<i>Auto PD Coverage?</i>	Yes	Yes	Yes	Yes
<i>Auto PD Deductible</i>	\$25,000	\$25,000	\$50,000	\$50,000
<i>Auto CAT PD Limit</i>	N/A	N/A	N/A	N/A
<i>All Other Perils Deductible</i>	N/A	N/A	N/A	N/A
<i>Wind/Hail Deductible</i>	N/A	N/A	N/A	N/A
Workers Comp Premium	\$259,887.00	\$280,677.96	\$280,631.00	\$280,631.00
<i>Projected Payroll</i>	\$148,252,530	\$155,665,157	\$148,252,530	\$148,252,530
<i>Self Insured Retention</i>	\$750,000 / \$500,000	\$750,000 / \$500,000	\$750,000 / \$500,000	\$750,000 / \$500,000
Total Premium	\$4,520,398.41	\$5,150,480.96	\$4,730,686.76	\$4,685,979.86
<i>Premium To Insurance Budget</i>			-\$419,794.20	-\$464,501.10



Master Insurance Program

Williamson County, Texas

10/01/2024 – 10/01/2025

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COMMERCIAL PROPERTY



4650 Westway Park Blvd
Houston, TX 77041

PROPERTY/BOILER QUOTATION

MCGRIFF INS SERVICES LLC
10100 KATY FREEWAY STE 400
HOUSTON, TX 77043

ATTN: SUSAN GOLLA

Re: WILLIAMSON COUNTY
401 W. SIXTH STREET
GEORGETOWN, TX 78626-0000

Effective from: 10/01/2024 to 10/01/2025

I'm pleased to offer a Property and Boiler & Machinery quotation on the above account.

THE FOLLOWING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS QUOTATION. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS QUOTATION HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS QUOTATION CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.

Insuring Company: Travelers Lloyds Insurance Company

Policy Territory: The United States of America and Canada

Coverage, Limits and Deductibles:

See the attached outline of the coverage forms, Limits of Insurance and policy amendments provided in this quotation.

THIS QUOTATION DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OF COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY THE TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

Total Insured Values: \$468,777,603

This insurance coverage proposal summary is not intended to be inclusive of all terms, conditions, exclusions, and details of the insurance policy. If you have any questions about the insurance coverage(s) being proposed and its application(s), please ask your McGriff representative for more information, details, and clarification.

Premium: \$1,314,623

The premium is based on total insured value as outlined in the quotation. Any fees, taxes and/or surcharges which carriers are required to collect on behalf of local jurisdictions, are in addition to the policy premium shown.

Rate: .2804

Payment Plan: Lump sum as provided by the Agency Bill System

Terms and Conditions:

1. Please accept this proposal as the Broker for the captioned account.
2. The policy will be subject to all state-mandated endorsements.
3. Consult Policy for Actual Terms and Conditions.
4. The attached is subject to your compliance with our reasonable engineering recommendations.
5. The policy includes an Exclusion of New "Frame Buildings" in the Course of Construction.
6. The Exclusion - "Certain computer related losses due to dates or times" applies.
7. Please forward a signed and completed Business Income Worksheet prior to issuance.

This proposal expires automatically on 09-30-24.

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Top 10 Reasons to Choose Travelers National Property

1. Travelers is the #1 commercial property writer in the U.S.*
2. Thousands of businesses insured, covering in excess of \$1 trillion in property values.
3. Significant capacity of over \$1 billion.
4. Global coverage in 120 countries for multinational companies.
5. 12,000+ person-strong claim organization.
6. Major case unit with extensive experience on large, complex property losses.
7. 700+ Risk Control consultants countrywide provide recommendations to help customers better survive events and ultimately return to business quickly.
8. A Dow 30 company since 2009.
9. A leading property/casualty insurance carrier for over 160 years.
10. Consistent, superior financial strength with an A.M. Best rating of "A++ Superior."

*SNL Financials 2018 Direct Written Premium

For more information, go to www.travelers.com/nationalproperty

Important Notice Regarding Compensation Disclosure

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit www.travelers.com/ProducerCompDisclosure.

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183.

VISIT OUR WEBSITES

As a value-added service to its customers, Travelers offers a variety of online tools and resources.

PROPERTY RISK TOOLWORKSSM

Property Risk Toolworks delivers real-time geospatial information to help you manage your property exposures.

When you're up against severe weather conditions including wind, active hurricanes, wildfires and the potential for earthquakes and floods, business operations can suffer. Property damage and business interruption can impede a business's ability to function.

Travelers' powerful resource, Property Risk Toolworks, excels at helping you manage your property risk using advanced mapping technology and includes claim and risk control information organized by location.

Use Property Risk Toolworks to:

- View your insured locations using a variety of maps and filters
- Evaluate hazard risks on a map, including earthquake and flood exposures, active hurricanes and wildfires
- Review your Travelers Risk Control information and recommendations
- See property Claim information on locations within your policy

There's a lot at stake when it comes to managing large property risks. And in today's environment of potential catastrophes, proactive risk management and timely intervention is critical for both preventing property damage and minimizing the impact when it can't be avoided. Register today and quickly know where your property is most at risk.

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<p>RISK CONTROL</p> <p>Travelers Risk Control offers a wealth of resources to help clients in their everyday safety and risk management needs. In addition to our property Risk Control services, which include on-site surveys, consultations, and future construction and sprinkler plan reviews, customers can find valuable safety and risk management resources by logging in to the Risk Control Customer Portal at www.travelers.com/riskcontrol. Upon registering as a Travelers insured, our customers gain exclusive access to more than 1,500 products and services.</p> <p>Here are just a few noteworthy tools available exclusively to registered Travelers customers:</p> <ul style="list-style-type: none"> • Travelers Virtual Risk ManagerSM – an online self-assessment tool that helps identify safety performance gaps and delivers a customized action plan to assist in addressing safety needs. • TravSourcesSM – a collection of safety and risk management resources packaged by industry or topic • Inspection checklists to help you monitor and control hazards to avoid losses • Task Manager to help you manage safety tasks throughout your organization • Your Travelers Risk Control correspondence history • Newsletters and alerts to stay current on safety news and emerging issues. • Customer link to the Institute for Business & Home Safety/Travelers co-branded <i>Open for Business</i>[®] interactive Web-based natural hazards assessment and planning tool, plus a multitude of other natural disaster and business continuity products. 	<p>Risk ToolworksTM</p>  <p>In the office or on-the-go, access our website 24/7 with our Risk ToolworksTM Mobile app.</p> <p>Available for iOS at the App Store and for Android at Google Play.</p>
<p>CLAIM</p> <p>Each year, Travelers receives more than one million claim loss notices, issues almost six million checks and pays out more than \$14 billion in claims. Travelers has approximately 12,000 skilled claim professionals in 100 claim offices and additional points of service across the country and internationally. We have a team devoted exclusively to property losses and a Major Case Unit that specializes in high-severity claims.</p> <p>Dedicated catastrophe response teams are on call 24/7 to immediately respond to a disaster anywhere in the country.</p> <p>For a more in-depth look at our claim services, visit our Claim Website at www.travelers.com/claims.</p>	

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Federal Terrorism Risk Insurance Act Disclosure

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). "Act Of Terrorism" is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

The charge for such Insured Losses is included in the total premium for this policy. The charge that has been included for such Insured Losses under this policy is the amount indicated below, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA:

\$ 94,451

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Supplemental Coverage Declarations

READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

- A. POLICY LIMIT:** In no event shall liability under this policy arising out of one occurrence exceed \$100,000,000, nor shall liability in any one occurrence for any one Building, any one Structure or Business Personal Property at any one location exceed 115% of the individually stated value for such property as shown in the latest Statement of Values or other documentation on file with the Company, nor shall liability exceed any specific Limit of Insurance applying to any insured loss, coverage or location(s).

If, at the time of loss, the values shown on the latest Statement of Values or other documentation on file with the Company are not individually stated for each Building, each Structure or Business Personal Property at each location:

1. The value for each Building and Structure will be developed by multiplying the reported Building and Structure value that includes the value of the individual Building or Structure that is damaged, by the proportion that the square footage of that individual Building or Structure bears to the total square footage of all Buildings and Structures contemplated in that reported Building and Structure value.
2. The value of Business Personal Property at each location will be developed by multiplying the reported Business Personal Property value that includes the value of Business Personal Property at the individual location of damage, by the proportion that the square footage of all Buildings and Structures at that individual location bears to the total square footage of all Buildings and Structures at all locations contemplated in that reported Business Personal Property value.

- B. LIMITS OF INSURANCE –** For application of Limits of Insurance, refer to Conditions A.2. and A.3. in the Policy Conditions, Additional Provisions and Definitions Form:

1.	Buildings, in any one occurrence: Included means, included in the Policy Limit.	Included
2.	Business Personal Property excluding Personal Property of Others, in any one occurrence: Included means, included in the Policy Limit.	Included
3.	Personal Property of Others, in any one occurrence:	\$ 250,000
4.	"Electronic Data Processing Data and Media", in any one occurrence:	\$ 500,000
5.	Accounts Receivable, in any one occurrence:	\$ 2,500,000
6.	Valuable Papers and Records, in any one occurrence:	\$ 2,500,000
7.	"Fine Arts", in any one occurrence: Subject to a maximum per item of:	\$ 1,000,000 \$ 10,000
8.	Newly Constructed or Acquired Property, at any one building, in any one occurrence: Number of days 120.	\$ 5,000,000

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		MS C0 03 10 18
9.	"Outdoor Property" including Debris Removal, in any one occurrence:	\$ 250,000
	Trees, shrubs and plants are subject to a maximum per item of:	\$ 2,500
10.	Covered Property in Transit, in any one occurrence:	\$ 250,000
11.	Debris Removal, in any one occurrence:	
	a. 25% of the sum of the amount paid for Covered Property loss and the applicable deductible.	
	b. Additional Debris Removal Expense:	\$ 250,000
12.	"Pollutant" Cleanup and Removal – Direct Damage, aggregate in any one policy year:	\$ 250,000
13.	Claim Data Expense – Direct Damage, in any one occurrence:	\$ 50,000
14.	Ordinance or Law	
	Loss to the Undamaged Portion of Buildings, in any one occurrence:	\$ 25,000,000
	Demolition Cost, in any one occurrence:	Included
	Increased Cost of Construction, in any one occurrence:	Included
	Included means, included in the Limit shown for Loss to the Undamaged Portion of Buildings.	
15.	Limited "Fungus", Wet Rot and Dry Rot Coverage – Direct Damage:	
	a. In any one occurrence:	\$ 100,000
	b. Aggregate in any one policy year:	\$ 250,000
16.	Business Income, in any one occurrence:	\$ 5,084,629
	Rental Value, in any one occurrence:	Included
	Included means, included in the Limit shown for Business Income.	
	Ordinary Payroll: Excluded	
	Extended Business Income or Rental Value at 60 days.	
	Civil Authority 30 days.	
	Ingress or Egress, in any one occurrence:	\$ 25,000
	Number of miles 1.	
	Number of days 30.	
	Ordinance or Law - Increased "Period of Restoration", in any one occurrence:	\$ 250,000
	Newly Acquired Premises – Time Element, in any one occurrence:	\$ 500,000
	Number of days 120.	
	Undescribed Premises – Time Element, in any one occurrence:	\$ 100,000
	Claim Data Expense – Time Element, in any one occurrence:	\$ 25,000

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MS C0 03 10 18

"Pollutant" Cleanup and Removal – Time Element, aggregate in any one policy year: \$ 25,000

Limited "Fungus", Wet Rot and Dry Rot Coverage – Time Element 30 days.

The Rental Value Limit shown above is subject to the following limitation:

In no event shall liability in any one occurrence for loss of Rental Value at any one building exceed 110% of the individually stated Rental Value amount for that building shown in the latest Statement of Values or other documentation on file with the Company. If, at the time of loss, the Rental Value amounts shown on the latest Statement of Values or other documentation on file with the Company are not individually stated for each building, the Rental Value amount for each building will be developed by multiplying the reported Rental Value amount that includes the Rental Value amount for the individual building that is damaged by the proportion that the square footage of that individual building bears to the total square footage of all buildings contemplated in that reported Rental Value amount.

17.	Extra Expense, in any one occurrence: Civil Authority 30 days.	\$	5,000,000
	Ingress or Egress, in any one occurrence: Number of miles 1. Number of days 30.	\$	25,000
	Ordinance or Law - Increased "Period of Restoration", in any one occurrence:	\$	50,000
	Newly Acquired Premises – Extra Expense, in any one occurrence: Number of days 120.	\$	50,000
	Undescribed Premises – Extra Expense, in any one occurrence:	\$	50,000
	Claim Data Expense – Extra Expense, in any one occurrence:	\$	25,000
	"Pollutant" Cleanup and Removal – Extra Expense, aggregate in any one policy year: Limited "Fungus", Wet Rot and Dry Rot Coverage – Extra Expense 30 days.	\$	25,000
18.	Earthquake, Volcanic Eruption, Landslide and Mine Subsidence– aggregate in any one policy year, for all losses covered under this policy, commencing with the inception date of this policy:		
	a. Occurring in Alaska, Hawaii or Puerto Rico:		Not Covered
	b. Occurring in California:		Not Covered

This insurance coverage proposal summary is not intended to be inclusive of all terms, conditions, exclusions, and details of the insurance policy. If you have any questions about the insurance coverage(s) being proposed and its application(s), please ask your McGriff representative for more information, details, and clarification.

MS C0 03 10 18

c. Occurring in High and Moderate Hazard Earthquake, Volcanic Eruption, Landslide and Mine Subsidence Areas as per MS C6 09:

Not Covered

d. Occurring anywhere else in the Policy Territory:

\$ 25,000,000

If more than one Annual Aggregate Limit applies in any one occurrence, the most the Company will pay is the highest involved Annual Aggregate Limit. The most the Company will pay during each annual period is the largest of the Annual Aggregate Limits shown.

19. Flood – aggregate in any one policy year, for all losses covered under this policy, commencing with the inception date of this policy:

a. Occurring in the Policy Territory resulting from Flood to buildings, structures or property in the open within Flood Zone A or Zones prefixed A as classified under the National Flood Insurance Program or to property in or on buildings or structures located within such Flood Zones:

\$ 2,500,000

b. Occurring in the Policy Territory resulting from Flood to buildings, structures or property in the open within Flood Zone V or Zones prefixed V as classified under the National Flood Insurance Program or to property in or on buildings or structures located within such Flood Zones:

Not Covered

c. Occurring in the Policy Territory resulting from Flood to buildings, structures or property in the open within Flood Zone B, Zone X (shaded) or Zone X-500 as classified under the National Flood Insurance Program or to property in or on buildings or structures located within such Flood Zones:

\$ 10,000,000

d. Occurring anywhere else in the Policy Territory:

\$ 25,000,000

Any loss resulting from Flood to a building, structure or property in the open which is, at the time of loss, within more than one Flood Zone will be subject to the insurance and Annual Aggregate Limit, if any, that would apply under this policy if that building, structure or property in the open was wholly located within the most hazardous of the Flood Zones, as identified in MS C2 06, in which it is located. The Flood Zone that applies to a building or structure will also apply to any property in or on such building or structure.

If, at the time of loss resulting from Flood, the community in which property is located has been suspended from the National Flood Insurance Program, the Flood Zone(s) that applied prior to the suspension will be used in determining the Flood Zone(s) that apply to the property.

This insurance coverage proposal summary is not intended to be inclusive of all terms, conditions, exclusions, and details of the insurance policy. If you have any questions about the insurance coverage(s) being proposed and its application(s), please ask your McGriff representative for more information, details, and clarification.

MS C0 03 10 18

If more than one Annual Aggregate Limit applies in any one occurrence, the most the Company will pay is the highest involved Annual Aggregate Limit. The most the Company will pay during each annual period is the largest of the Annual Aggregate Limits shown.

20.	Boiler and Machinery (Insured's premises only):		
	Property Damage, in any one Accident:		Included
	Business Income and Rental Value, in any one Accident:		Included
	Extra Expense, in any one Accident:		Included
	Leasehold Interest, in any one Accident:		Included
	Hazardous Substance, in any one Accident:		
	Ammonia Contamination:	\$	250,000
	Any other substance:	\$	250,000
	Water Damage, in any one Accident:	\$	250,000
	Consequential Damage, in any one Accident:	\$	250,000
	Included means, included in the Limit of Insurance that otherwise applies under this policy to the coverage for which included is indicated.		
	Boiler and Machinery (Insured's premises only) all coverages combined, maximum in any one Accident:	\$	100,000,000
21.	Limited Electronic Vandalism Cause of Loss Coverage, aggregate in any one policy year:	\$	50,000
22.	Contractors Equipment, in any one occurrence:	\$	5,000,000
	Subject to a maximum per item of:	\$	100,000
	Newly Acquired Contractors Equipment, in any one occurrence:	\$	100,000
	Equipment Rental Expense, in any one occurrence:		Not Covered
23.	Expediting Expenses, in any one occurrence:	\$	250,000
24.	Leasehold Interest, in any one occurrence:	\$	1,000,000
25.	Covered Animals – Direct Damage, in any one occurrence:	\$	100,000
	Subject to a maximum per animal of:	\$	15,000
26.	Errors and Omissions, in any one occurrence:	\$	1,000,000
27.	Utility Services – in any one occurrence:		
	Utility Services, combined Direct Damage and Time Element, including Boiler and Machinery:	\$	2,500,000

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MS CD 03 10 18

28. Unscheduled Leased or Rented Contractors Equipment, as per Endorsement 2, in any one occurrence:	\$	250,000
Subject to a maximum per item of:	\$	50,000

C. DEDUCTIBLES: For application of Deductibles, refer to the Application of Deductibles conditions in the Policy Conditions, Additional Provisions and Definitions Form.

1. To Business Income Coverage and Rental Value Coverage for which no other deductible is stated, in any one occurrence:	Hours	48
2. To Extra Expense Coverage for which no other deductible is stated, in any one occurrence:	Hours	48
3. By Earthquake, Volcanic Eruption, Landslide and Mine Subsidence, in any one occurrence:	\$	100,000

As respects Business Income, the deductible is included in the occurrence deductible.

As respects Rental Value, the deductible is included in the occurrence deductible.

As respects Extra Expense, the deductible is included in the occurrence deductible.

4. By Flood:		
a. Occurring within Flood Zone A or Zones prefixed A, as classified under the National Flood Insurance Program, the deductible, in any one occurrence for each building or structure and its contents separately, will be the amount recoverable under the National Flood Insurance Program when the maximum amount of insurance permitted by the National Flood Insurance Program applies, whether or not the coverage is purchased or maintained. In the event the community in which the premises are located has been suspended from the National Flood Insurance Program, each such deductible shall instead be the amount that would have been recoverable under the National Flood Insurance Program if the community had not been suspended and the maximum amount of insurance that would have been permitted by the National Flood Insurance Program applied. In addition, the following deductible will apply to property not eligible and coverages not available under the National Flood Insurance Program that are covered under this policy, and any difference in the valuation between the policies, at each affected location, in any one occurrence:	\$	100,000
b. Occurring anywhere else in the Policy Territory where Flood coverage applies, in any one occurrence:	\$	100,000

As respects Business Income, the deductible is included in the occurrence deductible.

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As respects Rental Value, the deductible is included in the occurrence deductible.

As respects Extra Expense, the deductible is included in the occurrence deductible.

Any loss resulting from Flood to a building, structure or property in the open which is, at the time of loss, within more than one Flood Zone will be subject to the Flood deductible, if any, that would apply under this policy if that building, structure or property in the open was wholly located within the most hazardous of the Flood Zones, as identified in MS C2 06, in which it is located. The Flood Zone that applies to a building or structure will also apply to any property in or on such building or structure.

If, at the time of loss resulting from Flood, the community in which property is located has been suspended from the National Flood Insurance Program, the Flood Zone(s) that applied prior to the suspension will be used in determining the Flood Zone(s) that apply to the property.

5. By "Windstorm" or Hail:
- | | | | |
|--|-----|----|-----------|
| a. Occurring in High Hazard Wind Areas, as per MS C6 06, in any one occurrence:
Percentage applies per Unit | 5 % | \$ | 1,000,000 |
| b. Occurring anywhere else in the Policy Territory where "Windstorm" or Hail coverage applies, in any one occurrence:
Percentage applies per Unit | 3 % | \$ | 1,000,000 |

As respects Business Income, any applicable percent deductible shown above applies.

As respects Business Income, if no percent deductible applies, the deductible for Business Income is included in the occurrence deductible.

As respects Rental Value, any applicable percent deductible shown above applies.

As respects Rental Value, if no percent deductible applies, the deductible for Rental Value is included in the occurrence deductible.

As respects Extra Expense, the deductible is included in the occurrence deductible.

- | | | | |
|---|-------|----|--------|
| 6. By Boiler and Machinery, in any one Accident:
Applicable to Direct Damage only. | | \$ | 25,000 |
| 7. By Boiler and Machinery to Business Income and Rental Value, in any one Accident: | Hours | | 48 |

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		MS C0 03 10 18
8.	By Boiler and Machinery to Extra Expense, in any one Accident:	Hours 48
9.	To Utility Services - Direct Damage, including Boiler and Machinery, in any one occurrence:	\$ 25,000
10.	To Utility Services - Time Element, including Boiler and Machinery, in any one occurrence:	Hours 72
11.	By "Water Damage", as per Endorsement 1, at each affected location, in any one occurrence:	\$ 100,000
12.	To Covered Animals, in any one occurrence:	\$ 5,000
13.	To any other covered loss, in any one occurrence:	\$ 25,000
D.	VALUATION PROVISION: Replacement Cost applies as per MS C5 05, except as otherwise stated within endorsement MS C5 05, within this Supplemental Coverage Declarations or elsewhere in this policy.	
E.	SOLE AGENT PROVISION: For any insurance afforded by this policy, WILLIAMSON COUNTY shall act on behalf of all Insureds with respect to the giving and receiving of notice of cancellation or nonrenewal, the payment of premiums, the receiving of return premiums, and the acceptance of any endorsement issued to form a part of this policy.	
F.	PREMIUM ADJUSTMENT: This policy will be adjusted as needed for any changes in values and premiums.	
G.	ISSUING COMPANY: The Travelers Lloyds Insurance Company (Texas Locations Only)	

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POLICY CHANGES

This endorsement modifies the insurance provided under this policy.

The following Deductible provision is added:

As respects any covered loss or damage caused by "water damage", regardless of the cause of the "water damage", the Company will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the deductible amount shown in the Supplemental Coverage Declarations for "Water Damage", unless a higher deductible applies to:

- a. The cause of the "water damage";
- b. The property involved in the "water damage"; or
- c. Any coverage(s) involved in the "water damage" loss;

in which case the higher deductible will apply. The Company will then pay the amount of loss or damage in excess of the deductible up to the applicable Limit of Insurance.

This "Water Damage" deductible does not apply to any loss or damage from "water damage" that is itself caused by fire.

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CONTRACTORS EQUIPMENT - CHANGES

This endorsement modifies the insurance provided under the Contractors Equipment endorsement.

The following Additional Coverage Extension is added:

Unscheduled Leased or Rented Contractors Equipment

1. The insurance provided for Contractors Equipment is extended to apply to direct physical loss or damage by a Covered Cause of Loss to **Unscheduled Leased or Rented Contractors Equipment**, other than newly acquired Contractors Equipment to which the **Newly Acquired Contractors Equipment Additional Coverage Extension** applies, that is:
 - a. Property of others leased or rented to the Insured while it is in the care, custody or control of the Insured;
 - b. Of a type similar to the Contractors Equipment described in the most recent Schedule of Contractors Equipment or other documentation on file with the Company; and
 - c. Not described in the most recent Schedule of Contractors Equipment or other documentation on file with the Company.
2. This coverage will end when one of the following first occurs:
 - a. This policy is canceled or expires;
 - b. The property is reported to the Company; or
 - c. The property is more specifically insured elsewhere.
3. The most the Company will pay for loss or damage in any one occurrence under this coverage is the **Limit of Insurance** specified for **Unscheduled Leased or Rented Contractors Equipment** shown in the **Supplemental Coverage Declarations**.

This is not additional insurance. Payments under this extension will not increase the Contractors Equipment Limit of Insurance.

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POLICY LIMIT CHANGES

This endorsement modifies the insurance provided under the policy.

Section A., Policy Limit, of the Supplemental Coverage Declarations is replaced by the following:

A. POLICY LIMIT:

1. In no event shall liability under this policy arising out of one occurrence exceed \$100,000,000;
2. Nor shall liability in any one occurrence for any one Building, any one Structure or Business Personal Property at any one location described in the Schedule below exceed 100% of the individually stated value for such property as shown in the latest Statement of Values or other documentation on file with the Company;
3. Nor shall liability in any one occurrence for any one Building, any one Structure or Business Personal Property at any one location, other than the locations described in the Schedule below, exceed 115% of the individually stated value for such property as shown in the latest Statement of Values or other documentation on file with the Company;
4. Nor shall liability exceed any specific Limit of Insurance applying to any insured loss, coverage or location(s).

If, at the time of loss, the values shown on the latest Statement of Values or other documentation on file with the Company are not individually stated for each Building, each Structure or Business Personal Property at each location:

1. The value for each Building and Structure will be developed by multiplying the reported Building and Structure value that includes the value of the individual Building or Structure that is damaged, by the proportion that the square footage of that individual Building or Structure bears to the total square footage of all Buildings and Structures contemplated in that reported Building and Structure value.
2. The value of Business Personal Property at each location will be developed by multiplying the reported Business Personal Property value that includes the value of Business Personal Property at the individual location of damage, by the proportion that the square footage of all Buildings and Structures at that individual location bears to the total square footage of all Buildings and Structures at all locations contemplated in that reported Business Personal Property value.

SCHEDULE

- Historic Courthouse: 710 S. Main St., Georgetown, TX
- Bob Phillips Building: 401 W. 6th St., Georgetown, TX
- Historic Jail: 300 S. Main St., Georgetown, TX

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BES

**THE FOLLOWING INSURANCE QUOTATION IS OPEN UNTIL INCEPTION,
NO COVER HAS BEEN GIVEN,
SUBJECT TO ACCEPTANCE BOTH SIDES**

TYPE: Excess Risks of direct physical loss or damage insurance excluding Flood and Earth Movement

INSURED: Williamson County

ADDRESS: 710 S. Main St.
Suite 304
Georgetown
Texas 78626
United States of America

PERIOD: From:01 October 2024
To:01 October 2025
both days at 12.01 a.m. Local Standard Time at the property of the Insured.

COVERED PROPERTY: Real and Personal Property, Business Interruption, Extra Expense, Rental Value, Property in Transit, Accounts Receivable, Leasehold Interest, Electronic Data Processing equipment and media, Fine Arts, Contractors Equipment, and Valuable Papers as defined in the Underlying Wording.

LIMITS OF INSURERS LIABILITY: USD 50,000,000 ultimate net loss per Occurrence, subject to
USD 50,000,000 in aggregate in respect of the peril of Flood, and
USD 50,000,000 in the aggregate in respect of the peril of Earth Movement

PRIMARY AND UNDERLYING EXCESS LIMITS: USD 100,000,000 ultimate net loss per Occurrence, subject to
USD 100,000,000 in aggregate in respect of the peril of Flood, and
USD 100,000,000 in the aggregate in respect of the peril of Earth Movement

Which in turn excess of Primary deductible amounts.

SITUATION: As per Schedule of Locations on file with Insurers

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CONDITIONS:

All terms and conditions following the underlying Primary To be advised
Policy, Policy Number To be advised as far as applicable.

Excess Physical Damage Form LPO 348(C) (MRC)

30 days Cancellation - Clause 8.

Primary Insurer:-

Name: To be advised

Policy Number To be advised

Limit: USD To be advised

Underlying Excess Insurers:-

Name: To be advised

Policy Number To be advised

Limits: USD To be advised

Business Interruption Extension LPO 349 (C).

Additional Limitations and Conditions Endorsement (Standard) - NMA
2415 - (amount to be shown under Section V.2. - Nil).

Radioactive Contamination Exclusion Clause Physical Damage - Direct -
NMA 1191

War & Civil War Exclusion - NMA 464

Terrorism Exclusion Clause - NMA 2920

U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased
Clause - LMA 5390

Biological or Chemical Materials Exclusion - NMA 2962

Property Cyber and Data Endorsement LMA5400

Microorganism Exclusion (Absolute) - LMA 5018

Asbestos Endorsement - LMA5019 amended - listed perils to include
Flood, Earth Movement, Windstorm

Electronic Date Recognition Exclusion (EDRE) - NMA 2802

New Short Rate Cancellation Table Endorsement - NMA 45

Minimum Earned Premium - LSW 757

Fraudulent Claim Clause - LMA 5082

Sanctions Limitation and Exclusion Clause - LMA 3100A

Communicable Disease Endorsement - LMA 5393

Minimum Earned Premium - 25%

Values Limitation Clause (110%) - LMA 5599

NOTICES:

Data Protection Short Form Information Notice LMA9151 amended

Texas Surplus Lines Clause LMA 9079

Texas Complaints Notice LMA 9080D

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BES**

**CHOICE
OF LAW
AND**

JURISDICTION:

This Insurance shall be governed by the law of Texas and the courts of the U.S.A. shall have jurisdiction in any dispute arising hereunder, subject to the provisions of the Service of Suit Clause as follows:-

Service of Suit Clause (USA) – NMA 1998 naming Mendes and Mount, 750 Seventh Avenue, New York, New York 10019-6829

PREMIUM:

USD 157,335.00 (100%) Annual

**PREMIUM
PAYMENT
TERMS:**

PREMIUM PAYMENT CONDITION

PPC TOR (4/86)

It is a condition of this Contract of Insurance that the premium due at inception must be paid to and received by Insurers on or before Midnight on the 16th November 2024.

If this condition is not complied with then this Contract will terminate on the above date with the Insured hereby agreeing to pay a premium calculated at not less than pro rata temporis but full policy premium shall be payable to Insurers in the event of loss prior this Contract being cancelled.

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BES**

SCHEDULE OF SUBLIMITS

LIMIT	SUBLIMIT
USD250,000	Personal Property of Others, in any one occurrence
USD5,000,000	Electronic Data Processing Data and Media*, in any one occurrence
USD2,500,000	Accounts Receivable, in any one occurrence
USD2,500,000	Valuable Papers and Records, in any one occurrence
USD1,000,000/ USD10,000	Fine Arts, in any one occurrence/ Subject to a maximum per item of
USD5,000,000 120 Days	Newly Constructed or Acquired Property, at any one building, in any one occurrence/ number of days
USD250,000	Outdoor Property including Debris Removal, in any one occurrence
USD2,500	Trees, shrubs and plants are subject to a maximum per item of
USD250,000	Covered Property in Transit, in any one occurrence
25% and the applicable deductible	Debris Removal, in any one occurrence
USD250,000	Additional Debris Removal Expense
USD250,000	Pollutant Cleanup and Removal – Direct Damage, aggregate in any one policy year
USD50,000	Claim Data Expense – Direct Damage, in any one occurrence
<i>Ordinance or Law</i>	
USD25,000,000	Loss to the Undamaged Portion of Buildings, in any one occurrence
Included	Demolition Cost, in any one occurrence
Included	Increased Cost of Construction, in any one occurrence (Included means, included in the Limit shown for Loss to the Undamaged Portion of Buildings)
USD100,000/ USD250,000	Limited "Fungus", Wet Rot and Dry Rot Coverage – Direct Damage In any one occurrence/ Aggregate in any one policy year
USD1,500,000/ Included	Business Income, in any one occurrence/ Rental Value, in any one occurrence (Included means, included in the Limit shown for Business Income)
Excluded	Ordinary Payroll
60 days	Extended Business Income or Rental Value
30 days	Civil Authority
USD25,000 / 1 mile/ 1 day	Ingress or Egress, in any one occurrence/ Number of miles/ Number of days
USD250,000	Ordinance or Law - Increased "Period of Restoration", in any one occurrence
USD500,000/ 120 Days	Newly Acquired Premises – Time Element, in any one occurrence/ Number of Days
USD100,000	Undescribed Premises – Time Element, in any one occurrence
USD25,000	Claim Data Expense – Time Element, in any one occurrence
USD25,000	"Pollutant" Cleanup and Removal – Time Element, aggregate in any one policy year
30 days	Limited "Fungus", Wet Rot and Dry Rot Coverage – Time Element
USD5,000,000	Extra Expense, in any one occurrence
30 days	Civil Authority
USD25,000/ 1mile/ 30 days	Ingress or Egress, in any one occurrence/ Number of Miles/ Number of Days
USD50,000	Ordinance or Law - Increased "Period of Restoration", in any one occurrence

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BES**

USD50,000/ 120 days	Newly Acquired Premises – Extra Expense, in any one occurrence/ Number of Days
USD50,000	Undescribed Premises – Extra Expense, in any one occurrence
USD25,000	Claim Data Expense – Extra Expense, in any one occurrence
USD25,000	"Pollutant" Cleanup and Removal – Extra Expense, aggregate in any one policy year
30 Days	Limited "Fungus", Wet Rot and Dry Rot Coverage – Extra Expense
USD25,000,000	Earthquake, Volcanic Eruption, Landslide and Mine Subsidence
USD2,500,000	High Hazard Flood Zones A+V
USD10,000,000	Flood Zones B, Zone X (shaded) or Zone X-500
USD25,000,000	All Other Flood Zones in the Policy Territory
USD5,000,000/ USD100,000	Contractors Equipment, in any one occurrence/ Subject to a maximum per item of
USD100,000/ Not Covered	Newly Acquired Contractors Equipment, in any one occurrence/ Equipment Rental Expense, in any one occurrence
USD250,000	Expediting Expenses, in any one occurrence
USD1,000,000	Leasehold Interest, in any one occurrence
USD100,000/ USD15,000	Covered Animals – Direct Damage, in any one occurrence/ subject to a maximum per animal of
USD1,000,000	Errors and Omissions, in any one occurrence
USD2,500,000	Utility Services, combined Direct Damage and Time Element
USD250,000/ USD50,000	Unscheduled Leased, Rented Contractors Equipment/ Subject to a maximum per item of

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BES

THE FOLLOWING IS AN INSURANCE INDICATION.
NO COVER HAS BEEN GIVEN.
SUBJECT TO ACCEPTANCE BOTH SIDES

RISK DETAILS

TYPE: Deductible Buy Down Insurance

NAME OF THE INSURED: Williamson County
and as stated or defined in the Policy/ies of the Overlying Insurers

ADDRESS OF THE INSURED: 710 S. Main St., Suite 304
Georgetown, Texas 78626
United States of America

POLICY PERIOD: From: 01 October 2024
To: 01 October 2025
both days at 12.01 a.m. Local Standard Time at the property of the Insured.

This Policy will not automatically renew: The Underwriter gives notice that cover will terminate and not be renewed at the expiration of the Policy Period unless a new agreement is reached between the Underwriter and the Insured. This is for the purpose of review for those jurisdictions where tacit renewal applies and does not signal the unwillingness of the Underwriter to renew the cover from year to year.

PERILS INSURED: Wind / Hail

THE PROPERTY OR INTEREST: Real and Personal Property owned, leased, used by the Insured
Time Element Coverage: Included
As defined in the Overlying Wording.

LIMIT OF THIS POLICY: This Policy shall pay the difference between the Deductible(s) of the Policy/ies of the Overlying Insurer(s) as stated below, and the Insured's Retention set forth below, subject always to the Maximum Amount Payable.

MAXIMUM AMOUNT PAYABLE UNDER THIS POLICY: USD 750,000 each and every occurrence

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BES**

INSURED'S RETENTION:	3% per unit subject to a minimum of USD 250,000
PROPERTY LOCATED OR CONTAINED AT:	Located within the United States of America as per schedule on file with the Insurers.
OVERLYING POLICY DETAILS:	Deductible(s) for the Perils Insured by this Policy: 3% per unit subject to a minimum of USD 1,000,000
CONDITIONS:	Wording: AEGIS Deductible Buy Down (US) - (02/2022) amended as attached. Exclusions – Section III: Chemical or Biological Materials – A.1. Communicable Disease – A.2. Cyber Loss – A.3. Data – A.4. Pre-Existing Damage – A.5. Radioactive Contamination – A.6. Terrorism – A.7. War, Confiscation, Riot, Strike – A.7. Sanctions – B. 60 days, Cancellation Clause – General Condition C. False or Fraudulent Claim – General Condition F. U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause – LMA 5390
NOTICES:	Privacy Policy Statement as per the Wording Texas Surplus Lines Clause LMA 9079 Texas Complaints Notice LMA 9080D

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BES****CHOICE
OF LAW
AND
JURISDICTION:****Policy Disputes**

Law: Any dispute concerning the interpretation of this Policy, or concerning the validity of this Policy, will be determined in accordance with the law of the State of Texas

Jurisdiction: The Insured and the Underwriter agree to submit to the exclusive supervisory jurisdiction of any court of competent jurisdiction within the United States of America and agree to comply with all requirements necessary to give such court jurisdiction.

NOMINEE FOR

SERVICE OF SUIT: Lloyd's America, Inc, Attention: Legal Department, 280 Park Avenue, East Tower, 25th Floor, New York, New York 10017

PREMIUM: USD 161,819.05 (100%) Annual

100% Minimum Earned Premium is deemed earned at inception.

**PREMIUM
PAYMENT
TERMS:**

DUE DATE: 60 days from inception due to Insurers.

**CONTRACT
DOCUMENTATION:**

This document contains the contract terms entered into by the insurers and constitutes the contract document.

This contract is subject to US state surplus lines requirements. It is the responsibility of the surplus lines broker to affix a surplus lines notice to the contract document before it is provided to the Insured. In the event that the surplus lines notice is not affixed to the contract document then the insured should contact the surplus lines broker.

No further contractual documentation will be issued unless specifically requested by either the Insured or by Underwriters herein.

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Cyber Liability & Crime



SUSAN GOLLA
MCGRIFF INS SERVICES LLC
10100 KATY FREEWAY STE 400
HOUSTON, TX 77043

RE: **Insured Name:** WILLIAMSON COUNTY
100 WILCO WAY STE HR101
GEORGETOWN, TX 78628

Policy Period: October 1, 2024 to October 1, 2025

Dear SUSAN GOLLA:

On behalf of Travelers Casualty and Surety Company of America we are pleased to provide the attached proposal of insurance for your review.

The quotes contained in this document are valid until the expiration of your current policy, and are subject to the provision of, and Travelers' review and acceptance of, the required underwriting information noted in the Contingencies section. Travelers reserves the right to change the quotes in this document, or to refuse to bind coverage entirely, based on review of the required underwriting information or based on adverse change in the risk(s) to be insured prior to the quote expiration date noted in this document.

Please note that we require a response to this document prior to expiration of the Insured's current policy in order to facilitate policy renewal. The insured's current policy will expire and not be renewed in the absence of a request, and Travelers' agreement, to bind coverage.

Travelers is pleased to offer Risk Management PLUS+ Online[®], the industry's most comprehensive program for mitigating your management liability exposures, which is available to you at no additional cost. Please visit www.rmplusonline.com to view the services that are available. If you have additional questions about the site please contact your Underwriter.

Travelers Casualty and Surety Company of America, a subsidiary of The Travelers Companies, Inc., has consistently earned high ratings for financial strength and claims-paying ability from independent rating services, including a current A.M. Best rating of A++*. Founded in 1853, The Travelers Companies, Inc. is a Fortune 500 company, a component of the Dow Jones Industrial Average, and a leading provider of property casualty insurance for businesses.

Thank you for considering Travelers for your client's insurance coverages. We look forward to discussing this opportunity with you.

*A.M. Best's rating of A++ applies to Travelers Casualty and Surety Company of America as well as to certain insurance subsidiaries of Travelers that are members of the Travelers Insurance Companies pool; other subsidiaries are included in another rating pool or are separately rated. For a listing of companies rated by A.M. Best and other rating services visit www.travelers.com. Ratings listed herein are as of July 2023, are used with permission, and are subject to changes by the rating services. For the latest rating, access www.ambest.com.

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Travelers Casualty and Surety Company of America

CRIME COVERAGES:

Crime Insuring Agreements	Single Loss Limit of Insurance	Single Loss Retention	Crime Insuring Agreements	Single Loss Limit of Insurance	Single Loss Retention
A - Fidelity 1. Employee Theft 2. ERISA Fidelity 3. Employee Theft of Client Property	See Endorsement Not Covered Not Covered		F - Computer Crime 1. Computer Fraud 2. Computer Program and Electronic Data Restoration Expense	\$500,000 Not Covered	\$5,000
B - Forgery or Alteration	\$500,000	\$5,000	G - Funds Transfer Fraud	\$500,000	\$5,000
C - On Premises	\$500,000	\$5,000	H - Personal Accounts Protection 1. Personal Accounts Forgery or Alteration 2. Identity Fraud Expense Reimbursement	Not Covered Not Covered	
D - In Transit	\$500,000	\$5,000	I - Claim Expense	\$5,000	\$0
E - Money Orders and Counterfeit Money	\$500,000	\$5,000			

Insured's Premises Covered: Worldwide, except

CYBER COVERAGE:

Liability	Limit	Retention
Privacy and Security	\$2,000,000	\$50,000
Payment Card Costs	\$2,000,000	Subject to Privacy and Security Retention
Media	\$2,000,000	\$50,000
Regulatory Proceedings	\$2,000,000	\$50,000
Breach Response	Limit	Retention
Privacy Breach Notification	\$2,000,000	\$50,000
Computer and Legal Experts	\$2,000,000	\$50,000
Betterment	\$100,000	
Cyber Extortion	\$2,000,000	\$50,000
Data Restoration	\$2,000,000	\$50,000
Public Relations	\$2,000,000	\$50,000
Cyber Crime	Limit	Retention
Computer Fraud	\$1,000,000	\$5,000
Funds Transfer Fraud	\$1,000,000	\$5,000
Social Engineering Fraud	\$100,000	\$5,000
Telecom Fraud	\$100,000	\$5,000
Business Loss	Limit	Retention
Business Interruption	\$2,000,000	
Dependent Business Interruption	\$100,000	

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Dependent Business Interruption - System Failure	\$100,000	
Dependent Business Interruption - Outsource Provider	\$100,000	
Dependent Business Interruption - Outsource Provider - System Failure	\$100,000	
Reputation Harm	\$250,000	\$25,000
System Failure	\$2,000,000	

Additional First Party Provisions

Accounting Costs Limit: \$25,000

Betterment Coparticipation: 50%

Period Of Restoration: 180 days

Period Of Indemnity: 30 days

Wait Period: 12 hours

Knowledge Date: October 01, 2019

P&P Date: October 01, 2019

Retro Date: N/A

TOTAL ANNUAL PREMIUM - \$96,443.00

(Other term options listed below, if available)

LIMIT DETAIL:

Shared Additional Defense Limit of Liability:	N/A
Crime Policy Aggregate Limit of Insurance:	N/A
CyberRisk Policy Aggregate Limit:	\$2,000,000

EXTENDED REPORTING PERIOD AND RUN-OFF:

Extended Reporting Period for Cyber Coverage:

Additional Premium Percentage:	75%
Additional Months:	12

Run-Off Extended Reporting Period for Cyber Coverage:

Additional Premium Percentage:	N/A
Additional Months:	N/A

CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:

Duty to Defend

PREMIUM DETAIL:

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	\$96,443.00	\$0.00	\$0.00	\$96,443.00	\$96,443.00

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POLICY FORMS APPLICABLE TO QUOTE OPTION # 1:

ACF-2001-0222	Modular Declarations Page
AFE-16001-0119	General Conditions
CRI-3001-0109	Crime Policy Form
CYB-16001-0620	CyberRisk Coverage
CYB-16001-TOC-0620	CyberRisk Table of Contents

ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 1:

ACF-7006-0511	Removal of Short-Rate Cancellation Endorsement
ACF-7007-0811	Cross-Coverage Notice Endorsement
AFE-17032-0620	Texas Changes Endorsement
AFE-19029-0719	Cap On Losses From Certified Acts Of Terrorism Endorsement
AFE-19030-0920	Federal Terrorism Risk Insurance Act Disclosure Endorsement
CRI-19029-0412	Joint Loss Payee Endorsement
CRI-19072-0315	Global Coverage Compliance Endorsement – Adding Financial Interest Coverage and Sanctions Condition and Amending Territory Condition
CRI-19085-0919	Social Engineering Fraud Insuring Agreement Endorsement
CRI-19095-0517	Replace Insuring Agreement E. Money Orders And Counterfeit Money Endorsement
CRI-19101-1117	Amendatory Endorsement for Certain ERISA Considerations
CRI-19115-0519	Telecommunication Fraud Insuring Agreement Endorsement
CRI-19122-1120	Delete Exclusion For Prior Losses Involving Subsidiaries Endorsement
CRI-4019-0911	Texas Changes Endorsement
CRI-5044-0613	Texas Cancellation or Termination Endorsement
CRI-7026-0713	Amend Cancellation As To Any Employee Endorsement
CRI-7059-0109	Amend Definition of Employee Endorsement
# of Days	90
CRI-7126-0109	Government Entity Crime Endorsement - Faithful Performance of Duty
CRI-7129-0109	Government Entity Crime Endorsement Including Coverage for Treasurers and Tax Collectors
CYB-19102-0620	Dependent Business Interruption - System Failure Endorsement
CYB-19104-0620	Dependent Business Interruption - Outsource Provider Endorsement
CYB-19105-0119	Conviction Reward Endorsement
CYB-19122-0519	Vendor Or Client Payment Fraud Endorsement
CYB-19123-0519	Bricked Equipment Endorsement

CONTINGENCIES APPLICABLE TO QUOTE:

This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.

None

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Casualty Package



A member of the Tokio Marine Group

Public Entity Excess Retained Limit Liability Insurance Proposal #002

Safety National Casualty Corporation

Proposal #002 for:

WILLIAMSON COUNTY

100 WILCO WAY
SUITE HR101
GEORGETOWN, TX 78626

Policy Effective Date
10/01/2024

Policy Expiration Date
10/01/2025

This insurance coverage proposal summary is not intended to be inclusive of all terms, conditions, exclusions, and details of the insurance policy. If you have any questions about the insurance coverage(s) being proposed and its application(s), please ask your McGriff representative for more information, details, and clarification.

Public Entity Excess Retained Limit Liability Insurance Proposal #002

We are pleased to present the following proposal for your consideration and review. This proposal is valid until the effective date indicated in this proposal.

QUOTE #002 INFORMATION

Issuing Company:	Safety National Casualty Corporation
Named Insured and Mailing Address:	WILLIAMSON COUNTY 100 WILCO WAY SUITE HR101 GEORGETOWN, TX 78626
Policy Period:	10/01/2024 10/01/2025 12:01 A.M. Standard Time at your mailing address shown above
Annual Premium:	\$ 1,167,538
State Surcharges:	\$4,115
Terrorism (additional):	\$ 1,292
	<hr/>
	\$ 1,172,945

Above indicated premium includes \$4,115 in Surcharges and assessment that are not subject to commission. Indicated premiums are based on all quoted Coverage Parts being bound according to the terms and conditions included within this proposal. Any taxes, surcharges, assessments and other program costs are included within the premium offered by Safety National Casualty Corporation. Please refer to the terms and conditions, as detailed within this proposal, to identify the specific program component costs associated with each of these items.

Safety National may consider providing revised or additional quote options subject to further underwriting review and approval. This proposal is valid until the effective date indicated in this proposal.

SUBJECTIVITIES

- Receipt of signed terrorism form prior to binding.

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Public Entity Excess Retained Limit Liability Insurance Proposal #002

GENERAL CONTINGENCIES AND COMMENTS

A.M. Best Rating	A++ XV
MAP Client Services®	The attached MAP Client Services® brochure(s) describe the value of the online resources provided to Safety National policyholders.
Coverage Contingencies	<p>The casualty program is contingent upon also binding the Excess Workers' Compensation program with Safety National.</p> <p>Premiums quoted are based on all coverages offered within this proposal by Safety National and written by Safety National Casualty Corporation.</p>
Installments/Payment Schedule	All lines are on an ANNUAL PAYMENT. Premiums due within 30 days of binding.
Claims Administration	<p>GALLAGHER BASSETT SERVICES, INC. will be the Third Party Administrator. TPA fees are NOT included within the premium or costs of the quoted Safety National program.</p> <p>Claims must be handled either by a licensed TPA or Self-Administered by experienced claim handlers. Safety National must approve, in writing, the Claims Administration for all Coverage Parts prior to binding.</p>
Annual Audits	Not auditable.
Coverages and Form	Unless otherwise noted, all references in this proposal to policy coverage parts and forms, depicts the product offering of Safety National. These may deviate from the coverage requests or wording contained within the Producer Specifications or other portions of the account submission. Any deviations from this proposal must be approved and authorized by Safety National, in writing. For additional information on the products and services proudly provided by Safety National, please visit our website: www.safetynational.com

COVERAGE HIGHLIGHTS

- Admitted Paper
- Coverage available for Automobile Liability, General Liability, Law Enforcement Liability, Public Officials And Employment Practices Liability and Educators Legal Liability And Employment Practices Liability
- Defense costs inside the Retained Limit and outside the Limits of Indemnity
- Pay on behalf insurance form
- Occurrence form with claims-made coverage available for Public Officials And Employment Practices Liability and Educators Legal Liability And Employment Practices Liability
- Who Is An Insured section tailored to exposures typical to public entities
- Blanket additional insured where required by written contract available under the General Liability and Automobile Liability Coverage Parts
- Sexual abuse coverage available
- Expanded pollution coverage for standard public exposures (hostile fire, sewer backup, water treatment operations, street and road maintenance, weed abatement or spraying, mace, tear gas or pepper spray used in law enforcement activities)
- Expanded coverage for incidental medical exposures typical to public entities

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Public Entity Excess Retained Limit Liability Insurance Proposal #002

SELF-INSURED RETAINED LIMIT

General Liability	<u>\$ 100,000</u>	Each occurrence
Automobile Liability	<u>\$ 100,000</u>	Each occurrence
Law Enforcement Liability	<u>Not Covered</u>	Each occurrence
Public Officials and Employment Practices Liability	<u>\$ 200,000</u>	Each wrongful act
Educators Legal Liability and Employment Practices Liability	<u>Not Covered</u>	Each wrongful act

LIMITS OF INDEMNITY

General Liability	<u>\$ 4,000,000</u>	Each occurrence
	<u>\$ 500,000</u>	Damage To Premises Rented To You, any one premises
	<u>\$ 4,000,000</u>	General Liability Aggregate
	<u>\$ 4,000,000</u>	Products-Completed Operations Aggregate
Employee Benefits Liability	<u>\$ 4,000,000</u>	Each employee
	<u>\$ 4,000,000</u>	Employee Benefits Annual Aggregate
		Retroactive Date: Full Prior Acts
Automobile Liability	<u>\$ 1,000,000</u>	Each occurrence
Law Enforcement Liability	<u>Not Covered</u>	Each occurrence
	<u>Not Covered</u>	Law Enforcement Liability Aggregate
Public Officials and Employment Practices Liability	<u>\$ 4,000,000</u>	Each wrongful act
	<u>\$ 4,000,000</u>	Public Officials and Employment Practices Liability Aggregate
		Retroactive Date: 10/01/2021
Educators Legal Liability and Employment Practices Liability	<u>Not Covered</u>	Each wrongful act
	<u>Not Covered</u>	Educators Legal Liability and Employment Practices Liability Aggregate

This insurance coverage proposal summary is not intended to be inclusive of all terms, conditions, exclusions, and details of the insurance policy. If you have any questions about the insurance coverage(s) being proposed and its application(s), please ask your McGriff representative for more information, details, and clarification.

Public Entity Excess Retained Limit Liability Insurance Proposal #002

SCHEDULE OF FORMS AND ENDORSEMENTS

Form/Endorsement Number	Form/Endorsement Name
PEERLL 00 00 12 22	Public Entity Excess Retained Limits Liability Insurance Policy
SNIL PN 001 42 0723	Texas - Important Notice
PE 10 00 01 22	Public Entity Excess Retained Limits Liability Insurance Policy Declarations
CP 99 03 05 19	Commercial Policy Cover
PN 99 02 02 09	Privacy Statement
IL P 001 01 04	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
IL N 001 09 03	Fraud Statement
IL 10 06 12 08	Schedule Of Forms And Endorsements
PE 030 00 01 22	Cap On Losses From Certified Acts Of Terrorism (If TRIA Accepted)
PE 031 00 01 22	Disclosure Pursuant To Terrorism Risk Insurance Act (If TRIA Accepted)
PE 006 00 02 22	Prior Acts Coverage (POL/EPL)
PE 013 00 02 22	Employee Benefits Liability Coverage
PE 032 00 01 22	Exclusion Of Certified Acts Of Terrorism (if TRIA rejected)
Manuscript	Garagekeepers Liability Coverage: \$250,000 limit with \$100,000 comp/coll deductible
PEM-GL 029 0323	Exclusion – Failure to Supply Sublimit (\$2M/\$4M) (applies to GL coverage part)

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A member of the Tokio Marine Group

**Commerical Automobile Physical Damage Insurance Proposal
for
Williamson County**

Policy Effective Date
10/1/2024

Policy Expiration Date
10/1/2025

This insurance coverage proposal summary is not intended to be inclusive of all terms, conditions, exclusions, and details of the insurance policy. If you have any questions about the insurance coverage(s) being proposed and its application(s), please ask your McGriff representative for more information, details, and clarification.

Named Insured: Williamson County

We are pleased to present the following proposal for your consideration and review. This proposal is valid until the effective date indicated in this proposal.

Line of Coverage	Premium and Surcharges
General Liability Coverage	Not Covered
Commercial Automobile Liability Coverage	Not Covered
Commercial Automobile Physical Damage Coverage	\$169,218
Public Officials Liability Coverage	Not Covered
Law Enforcement Liability Coverage	Not Covered
Excess Liability Coverage	Not Covered
Total	\$169,218

Indicated premiums are based on all quoted lines of coverage within this proposal, within the Public Entity Excess Retained Limits Liability proposal and within the Excess Workers' Compensation proposal, being bound according to the terms and conditions included within Safety National's proposals. Any program costs are included within the premium shown above. Premiums are fully earned when bound.

Safety National® may consider providing revised or additional quote options for individual lines of coverage subject to further underwriting review and approval.

Unless otherwise noted, all references in this proposal to policy coverage parts and forms, depicts the product offering of Safety National. These may deviate from the coverage requests or wording contained within the Producer Specifications or other portions of the account submission. Any deviations from this proposal must be approved and authorized by Safety National, in writing.

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**Commercial Automobile Physical
Damage Proposal
Safety National Casualty Corporation
A.M. Best Rating A++ XV**



Named Insured Williamson County
Effective Date 10/1/2024
Expiration Date 10/1/2025

<u>CA Coverage Form (CA 00 01)</u>	<u>Symbol</u>	<u>Limits of Liability</u>
Auto Liability – Any One Accident		Not Covered
Personal Injury Protection (PIP)		Not Covered
Property Protection Insurance (Michigan only)		Not Covered
Auto Medical Payments		Not Covered
Medical Expense & Income Loss (Virginia only)		Not Covered
Uninsured/Underinsured Motorist (UM/UIM)		Not Covered

<u>Physical Damage Coverage</u>	<u>Symbol</u>	<u>Limits of Liability</u>
Comprehensive Coverage	2	ACV
Collision Coverage	2	ACV

<u>Physical Damage Deductibles</u>	<u>Amount</u>
Comprehensive Coverage	\$50,000 per vehicle
Collision Coverage	\$50,000 per vehicle

Terms, Conditions, and Subjectivities include, but are not limited to:

- See liability quote

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Automobile Physical Damage Coverages / Endorsements

Mandatory State Endorsements	As required by covered states
Amphibious Vehicles	CA 23 97
Audio, Visual & Data Electronic Equipment Coverage – Fire, Police & Emergency Vehicles	CA 20 02
Auto Physical Damage Deductibles Applies to Fire & Lightning	CAM 002
Broad Form Named Insured	SNCA 038
Commercial Auto Liability Coverage Form	CA 00 01
Unintentional Failure to Disclose Material Facts	SNCA 028
Unintentional Failure to Provide Notice of Accident or Loss	SNCA 030
Waiver of Premium Audit Condition	CAM 001

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LAW ENFORCEMENT LIABILITY REVISED QUOTATION

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

INSURER LEXINGTON INSURANCE COMPANY
BEST RATING: A XV
A SURPLUS LINES CARRIER

PROPOSED INCEPTION October 1, 2024

<u>POLICY LIMITS</u>	<u>SELF-INSURED RETENTION</u>	<u>ANNUAL PREMIUM</u>
Each Occurrence/ Annual Agg.	(Including LAE)	
\$1,750,000 / \$1,750,000	\$500,000	\$870,876.50

TERMS AND FORMS:

- Policy Form: **PRG 4126 (11-22)** A **CLAIMS-MADE** form
- Retroactive Date: 10/1/21
- Economic Sanctions Endorsement (89644 (6-13))
- Recording and Distribution of Material or Information in Violation of Law Excl Endt (119914 (10-16))
- Confidential Information Exclusion Endorsement (PRG 4321 (04-24))
- 25% Minimum Earned Premium Endorsement (PRG 4131 (11-22))
- Service of Suit Condition Endorsement (PRG 2023 (05-14))
- Defense Inside the Limit of Liability Endorsement (PRG 4146 (12-22))
- Self-Insured Retention Endorsement (PRG 4221 (02-23))
- Big Fish Entertainment and Live PD Television Series Exclusion Endorsement (MAN 283 (10-23))
- Any Notices or Disclosures required by the state regulatory agency.

SUBJECTIVITIES AND CONDITIONS:

These terms are subject to the following conditions and receipt of any referenced outstanding documents.

- Canine and handler training certification **within 30 days**.

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If there have been any material changes since the application has been signed, you must immediately report the applicable changes to Public Risk Underwriters of Texas. In the event of a difference, the policy will prevail.

This proposal is valid until 12:01 AM on October 1, 2024. If we have not received a written request to bind coverage by then, we will close our file. This proposal may not match the coverage requested. If you have any questions or would like alternative proposals, please let us know.

REMINDER: Only PRU of Texas has the authority to bind, alter, or cancel coverage on behalf of the carrier. Coverage cannot be assumed to be bound without written confirmation from an authorized representative of PRU of Texas.

An ERP is available for one, two, or three years for an additional fully earned premium equal to 75%, 125%, or 150%, respectively.

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Kinsale Insurance Company

A.M. Best Company Rating: A (Excellent)
Financial Size Category: X

QUOTE

RE: Williamson County
401 West 6th Street
Georgetown, TX 78626

Renewal of Policy:0100208950-1

We are pleased to offer the following quote. This quote is valid until 10/01/2024 unless extended and agreed to in writing by us. Please read carefully as the terms and conditions of coverage may differ from those requested. **THIS IS NOT A BINDER OF INSURANCE.**

Company: Kinsale Insurance Company
Coverage Form: Excess Casualty - Claims Made

Policy Term: 10/01/2024 - 10/01/2025
Retro Date: 10/01/2022

Limits of Liability:

\$2,750,000 Each Occurrence
\$2,750,000 Annual Aggregate

Business Description:

Schedule of Underlying Insurance:

Limitation of Coverage to Specified Coverage section (Law Enforcement) See PEX1001

Carrier: Lexington Insurance Company
Policy Term: 10/01/2024 - 10/01/2025
Coverage Form: Claims Made (Retro Date: 10/01/2021)

Each Occurrence
General Aggregate

\$1,750,000
\$1,750,000

Premium: \$508,088.21 Minimum Earned Premium: 25.00%

If this quote indicates the policy would be subject to audit, the initial premium charged is estimated and considered a deposit premium, the final premium charged for the policy will be determined by audit based on the actual risk exposure during the policy term. Audit will take place at the end of the policy term or upon policy cancellation.

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This quote is subject to the specified conditions and may be withdrawn at any time prior to acceptance and in no event will it remain open beyond the quote expiration date unless extended by us in writing. Changes in classifications, operations, exposure or risk specific information require notification to us and may result in changes to this quote. Coverage may not be bound without written confirmation from us. By accepting this quote, you consent to receiving the policy electronically. You agree that such electronic delivery satisfies any legal requirement that such delivery be in writing.

Once bound, coverage cannot be cancelled flat. If you cancel coverage or the policy, the greater of the minimum earned premium or the 10% short-rate penalty will apply.

Contingencies:

This Quote is subject to our receipt and acceptance of the following items:

- 1) Currently valued 5-year carrier and TPA loss runs (valued within 30 days of the effective date)
 - 2) Copy of all underlying binders (primary and any excess binders in front of Kinsale)
 - 3) Complete copies of all underlying policies within 60 days of binding coverage.
 - 4) Copy of any subjectivity materials requested by the primary carrier.
 - 5) In the past 24 months were there any officer involved shootings within the department? If yes, how many? If yes, were any of the individuals unarmed at the time of the shooting? If yes, were any of the individuals under the age of 18?
- Contingency items must be submitted to a Kinsale Underwriter for favorable review prior to a bind request to confirm this quote remains valid. Quote subject to revision or withdrawal pending final review.

Exclusions and Endorsements:

PEX1000-0524 - Excess Liability Declarations
ADF9003-0723 - Texas Notice
ADF9013-0524 - Notice - Where to Report a Claim
ADF4001-0110 - Schedule of Forms
PEX1001-0524 - Schedule of Underlying Insurance (FOLLOWED POLICY: Refer to Endorsement PEX2000 Policy Type: Limited to the Specified Coverage Section named below: Law Enforcement Liability)
PEX0001-1021 - Excess Follow Form Liability Insurance Policy
PEX2000-0622 - Limitation of Coverage to Specified Coverage Section of Followed Policy
PEX2002-0323 - Retroactive Date Endorsement (10/1/2022)
ADF3017-0622 - Exclusion - Biometric Information Privacy Laws
PEX3000-0323 - Exclusion - Prior or Pending Litigation (10/1/2022)
PEX3001-1021 - Exclusion - Pathogen and Related Hazards
PEX3002-1021 - Exclusion of Designated Person or Entity (Daniel Obaldo Perez)
PEX3006-1021 - Exclusion - Cyber-Attack
PEX3013-0324 - Exclusion - Medical or Health Care Service
PEX3014-0324 - Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)
ADF9004-0110 - Signature Endorsement
ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders

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Excess Workers Compensation



Trusted
SAFETY NATIONAL
Since 1942

PREPARED FOR:
WILLIAMSON COUNTY

A.M. Best Rating A++ (Superior) | Financial Size Category XV
A member of the Tokio Marine Group

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PRICING & CONDITIONS:

Created for:	WILLIAMSON COUNTY	
Line(s) of Coverage:	Excess Workers' Compensation	
CONTRACT TERMS		OPTION 18252725344
Liability Period	10/01/2024 - 10/01/2025	
Payroll Reporting Period	10/01/2024 - 10/01/2025	
Payroll	\$ 155,665,157	
Manual Premium	\$ 896,821	
Experience Modification Factor	1.000	
Standard Premium	\$ 896,821	
Self-Insured Retention	8820	\$ 750,000
	7720	
	All Other	\$ 500,000
Specific Limit	Statutory	
Employers Liability Limit	Per Occ & Agg	\$ 3,000,000 / \$ 3,000,000
Premium Rate	Rate \$100 Payroll	\$ 0.1806
Deposit Premium	\$ 281,131	
Minimum Premium	\$ 281,131	
Pay Plan	ANNUAL PAYMENT	
Audit Type	Physical	

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ENDORSEMENTS

General Endorsements applicable to all quote options	
0291 00 0708 (XWC)	VOLUNTARY COMPENSATION ENDORSEMENT-PREMIUM DELINEATION
0553 00 1193 (XWC)	SELF-INSURED RETENTION PER OCCURRENCE
Option 18252725344	
TEXAS MANDATORY ENDORSEMENT(S), IF APPLICABLE	
0288 00 0908 (XWC)	EMPLOYERS' LIABILITY PER OCCURRENCE & AGGREGATE MAXIMUM LIMITS OF LIABILITY
0467 02 1105 (XWC)	EMPLOYERS' LIABILITY MAXIMUM LIMIT AND AGGREGATE MAXIMUM LIMIT OF INDEMNITY
0555 00 0495 (XWC)	SELF-INSURED RETENTION PER OCCURRENCE
6000 00 0121 (XWC)	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT

CONTINGENCIES:

The quote is subject to the following:

- 1 Insured must utilize a Safety National approved TPA to handle XWC claims

Option 18252725344

- 2 This Agreement will include coverage for Workers' Compensation loss caused by acts of terrorism as defined in the Agreement. Coverage for such losses will still be subject to all terms, definitions, exclusions, and conditions in the Agreement, & any applicable federal and/or state laws, rules, or regulations. Be advised that, under the Terrorism Risk Insurance Act of 2002 as amended, extended, and/or re-authorized (the Act), terrorism losses would be partially reimbursed by the U.S. Government under a formula established by the Act. Under this formula, the U.S. Government would generally reimburse 80% of covered terrorism losses exceeding a deductible paid by us. The Act contains \$100 billion cap that limits the reimbursement from the U.S. Government as well as from all insurers. If aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of the EMPLOYER's annual premium attributable to coverage for losses caused by a certified act of terrorism is: 0.5%
- 3 Subject to receipt, review and acceptance of information contained in SNCC's Employee Concentration Supplemental Information (08/04) form prior to binding.
- 4 **The Excess Workers Compensation program quoted is contingent upon also binding any other lines quoted with Safety National. Safety National may consider providing revised or additional quote options for individual lines of coverage subject to further underwriting review and approval.**

This insurance coverage proposal summary is not intended to be inclusive of all terms, conditions, exclusions, and details of the insurance policy. If you have any questions about the insurance coverage(s) being proposed and its application(s), please ask your McGriff representative for more information, details, and clarification.

COMMENTS:

- | | |
|---|--|
| 1 | Endorsements mandated by the coverage state(s) will automatically be added to your policy regardless of whether they are shown in the above schedule. In addition, a change in an endorsement form number may occur as a result of state filing requirements/updates arising subsequent to this quote. |
| 2 | Included in our quote: MAP Client Services. These resources consist of both risk control and claim services, including resources like Safety Essentials Online, Workers' Comp Kit, Safety Training Source, and Office Ergonomics Solution. Medical Management Program: These services help facilitate complicated claims towards the best-possible outcome. Available services include Catastrophic Claims Consulting, Impartial Medical Review, Long-Term Claims Evaluation, and Chronic Pain & Opioid Dependency Programs. |

This insurance coverage proposal summary is not intended to be inclusive of all terms, conditions, exclusions, and details of the insurance policy. If you have any questions about the insurance coverage(s) being proposed and its application(s), please ask your McGriff representative for more information, details, and clarification.

RISK CONTROL RESOURCES:

Safety National understands the challenges that employers face to maintain a healthy workforce and has developed a suite of online risk control resources to help improve their safety and compliance programs. Collectively called MAP Client Services®, these tools are provided on a complimentary basis to help improve program management, analysis and prevention efforts. Our clients can actively utilize them 24/7 to build and maintain a best practice culture to keep their employees safe and help minimize their workers' compensation costs. View the attached brochure for more details.

MEDICAL MANAGEMENT PROGRAM:

Safety National provides a team of expert nurses and medical management analysts to help provide oversight of medical treatment to injured workers, mitigate medical exposure and maximize medical outcomes.

Policyholders receive resources to assist with the following:

- Pharmacy benefit management
- Large bill review
- Home modifications
- Administration of MSAs

This insurance coverage proposal summary is not intended to be inclusive of all terms, conditions, exclusions, and details of the insurance policy. If you have any questions about the insurance coverage(s) being proposed and its application(s), please ask your McGriff representative for more information, details, and clarification.



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Commissioners Court - Regular Session

31.

Meeting Date: 09/24/2024

Williamson County Burn Ban

Submitted For: Hank Jones

Submitted By: Hank Jones, Fire Marshal Spec Ops-Hazmat

Department: Fire Marshal Spec Ops-Hazmat

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the issuance of a county-wide burn ban for a period not to exceed 90 days and to authorize the County Judge the authority to lift the order banning outdoor burning if conditions improve.

Background

The current conditions in Williamson County are: Average KBDI value of 610 (Scale of 1-800) with portions of the County experiencing a high value of 696. Currently, 75.9% of Williamson County is classified by the U.S. Drought Monitor Scale as D0 "abnormally dry", and there is minimum forecasted rain that could deliver adequate amounts to reverse the drying trend. The combination of above average temperatures, heated winds and lower daytime relative humidity values are creating a public safety hazard that would be exacerbated by outdoor burning.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

September Burn Ban Matrix

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Hank Jones

Final Approval Date: 09/18/2024

Reviewed By

Becky Pruitt

Date

09/18/2024 10:53 AM

Started On: 09/18/2024 10:18 AM



Williamson County Fire Marshal's Office

3189 SE Inner Loop, Georgetown, Texas 78626
Phone: (512) 943-3679



Burn Ban Evaluation Matrix September 16, 2024

<u>Evaluation Factor</u>	<u>Source(s)</u>	<u>Comment</u>	<u>Supports Burn Ban</u>
Relative Humidity Values - NWS	Short Term Forecast	Midday values have been dropping into the upper 30's stripping moisture with sunny days	YES
KBDI Texas A&M	Current Condition	Williamson Counties average KBDI value is 610 with portions of the County experiencing a high value of 696	YES
KBDI (Change) Texas A&M	Current Condition	+6 to +9 daily changes observed for past 7 days	YES
Forecast 10 Hour Fuel Moisture (Percentile) Nelson Model	Current Condition	26% – 50% Fine dry grasses will readily ignite. Conditions would support extensive fire spread	YES
Average Temperature (Fahrenheit) NWS	Current Condition	The week of September 16, 2024, starts with daytime temperatures in the mid to upper 90's	YES
Texas Drought Monitor	TAMU	"Abnormally Dry" status. Seasonal decline continues	YES

Recommendation: BURN BAN

September 16, 2024 – September 20, 2024, Discussion

The week of September 16, 2024, starts with daytime temperatures in the mid to upper 90's and mid to upper 70's at night. 1 to 10-hour fuel moistures are beginning to fall, and 100-hour, and 1000-hour fuels continue to lose moisture. This week will see afternoon relative humidity values continue to drop into the 40's to low 30's creating afternoon potential for grass fires to ignite and spread.

Soil Moisture

75.9% of Williamson County is classified by the U.S. Drought Monitor as D0 Abnormally Dry. There is minimum forecasted rain that would deliver adequate amounts to reverse the drying trend. Currently, Williamson County has an average KBDI value of 610 with isolated areas experiencing a max value of 696.

Relative Humidity levels have been dropping into the 40's to low 30's during the afternoon hours.

Dead Fuel Moisture Status

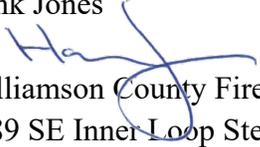
The 1-hour and 10-hour fuel moistures continue to fall, and the 100-hour and 1000-hour fuels continue to lose moisture. Recent above average temperatures, and sunny dry days support conditions for elevated fire risk and fire spread potential.

Summary

Williamson County will see elevated fire weather conditions through the week of September 16, 2024. The combination of above average temperatures, heated winds and lower relative humidity values will continue to produce a risk of elevated fire danger.

Recommendation: BURN BAN

Hank Jones


Williamson County Fire Marshal
3189 SE Inner Loop Ste B
Georgetown, Tx 78626
hank.jones@wilco.org
512.943.3679 (Office)

Commissioners Court - Regular Session

32.

Meeting Date: 09/24/2024

Resolution of Texans Feeding Texans

Submitted For: Ashlie Holladay

Submitted By: Saira Hernandez, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a Resolution Authorizing County Grant in relation to the Texas Department of Agriculture Texans Feeding Texans: Home Delivered Meal Grant Program.

Background

The proposed resolution will certify that the county will make a grant of \$55,000 to Williamson-Burnet County Opportunities to be used by such organization during October 1, 2024 to September 30, 2025 to provide meals to homebound elderly and/or disabled persons. The resolution also certifies that the county has approved Williamson-Burnet County Opportunities accounting system in relation to the grant requirements. The county has participated in the same grant in prior years. The Williamson County Commissioners Court approved \$55,000 funding to Williamson-Burnet County Opportunities' Senior Nutrition program within the FY '25 adopted budget. The Texans Feeding Texans Home-Delivered Meal Grant Program was established to help supplement and extend the applicants current home-delivered meal program for seniors and/or disabled Texans.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

2025 Resolution

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Saira Hernandez

Final Approval Date: 09/18/2024

Reviewed By

Becky Pruitt

Date

09/18/2024 10:02 AM

Started On: 09/18/2024 09:43 AM



**TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL
GRANT PROGRAM**

**RESOLUTION AUTHORIZING COUNTY GRANT
PROGRAM YEAR 2025**

A resolution of the County of Williamson (County) Texas certifying that the County has made a grant to Williamson-Burnet County Opportunities, dba Opportunities of Williamson & Burnet Counties (Organization), an organization that provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability, and certifying that the County has approved the Organization's accounting system or fiscal agent.

WHEREAS, the Organization seeks to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability pursuant to the Home-Delivered Meal Grant Program (Program);

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules further require the County approve the Organization's accounting system or fiscal agent in order for the Organization to be eligible to receive Program grant funds;

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$55,000 to be paid and used between the:

1st of October 2024 and the 30th of September 2025

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 24th day of September, 2024.

~

Signature of Authorized Official of the County

Bill Gravell Jr., Williamson County Judge

Typed Name and Title

Commissioners Court - Regular Session

33.

Meeting Date: 09/24/2024

Approval of the FY2025 Family Eldercare contract

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

Department: County Court At Law #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action for approval of the FY2025 Family Eldercare Contract

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Family Eldercare Contract FY2025

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Sharrion Threadgill

Final Approval Date: 09/19/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

09/18/2024 04:58 PM

09/19/2024 08:30 AM

Started On: 09/18/2024 09:27 AM

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**CONTRACT
IN THE PUBLIC INTEREST
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
FAMILY ELDERCARE
(FY 2025)
(Probate Court Operations- County Court at Law #4)**

THIS CONTRACT is entered into by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, hereinafter referred to as ("WILLIAMSON COUNTY"), and FAMILY ELDERCARE, hereinafter referred to as ("FAMILY ELDERCARE").

WITNESSETH

WHEREAS, WILLIAMSON COUNTY has an interest in supporting guardianships for individuals who are unable to care for themselves and have no family or friends to serve as guardian;

WHEREAS, FAMILY ELDERCARE has an interest in supporting the provision of community and county-wide eldercare support services;

WHEREAS, WILLIAMSON COUNTY believes that it is in the public interest to enter into this CONTRACT with FAMILY ELDERCARE;

NOW, THEREFORE, THE PARTIES agree as follows:

1. Public Purpose and Public Benefit. FAMILY ELDERCARE will operate as an independent contractor in Williamson County, Texas. FAMILY ELDERCARE shall use the funding paid hereunder to perform the services and achieve the broad goals outlined in this CONTRACT, *which must be based on referrals from Williamson County*

through the Presiding Judge of the County Court at Law #4. The services include, but are not limited to the following items in order to complete the project:

- **Guaranteed availability of Guardianship of the Person (“GP”) services for up to 36 residents as described in the Proposal from Family Eldercare, set forth in the attached Exhibit "A" and dated September 11, 2023, which is incorporated herein as if copied in full; and**
- **Guaranteed availability of guardianship services for residents that require both Guardianship of the Person and Estate (“GPE”) services and for residents who only require Guardianship of the Estate (“GE”) services, up to a combined total of 5 GPE or GE residents. These GPE and GE services are specifically excluded from the 36 GP resident slots referenced above and described in attached Exhibit “A.”**

2. Reports/Payment. FAMILY ELDERCARE shall provide to WILLIAMSON COUNTY quarterly and annual financial reports in a form agreed upon by WILLIAMSON COUNTY, and FAMILY ELDERCARE shall cooperate with annual inspections and audits that WILLIAMSON COUNTY or the auditor on behalf of WILLIAMSON COUNTY may make to ensure service standards and fiscal responsibility.

In return, WILLIAMSON COUNTY agrees to pay from funding provided by WILLIAMSON COUNTY to FAMILY ELDERCARE the full yearly amount of **\$120,000.00 payable in monthly installments of \$10,000.00 after October 1, 2024 and prior to the end of FY 2025 or September 30, 2025.**

3. Reimbursement of Funds. Despite the agreed upon method of payment set forth above, FAMILY ELDERCARE agrees to return to WILLIAMSON COUNTY all funds distributed to FAMILY ELDERCARE if (a.) FAMILY ELDERCARE's use of the funds for intended purposes is insufficient; (b.) this CONTRACT is terminated for any reason; (c.) FAMILY ELDERCARE fails in any other respect under this CONTRACT; (d.) FAMILY ELDERCARE changes its operations in such a way that, in WILLIAMSON COUNTY's opinion, the FAMILY ELDERCARE no longer serves a public purpose; or (e) FAMILY ELDERCARE conveys, leases or otherwise transfers its interest in the its operations to another entity without the prior written consent of WILLIAMSON COUNTY, which such consent shall not be unreasonably withheld provided the successor entity continues to use a public purpose consistent with the spirit of this CONTRACT. The reimbursement of funds shall be prorated based on those portions that were reasonably used for intended purposes.

4. Records. FAMILY ELDERCARE shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this CONTRACT.

FAMILY ELDERCARE agrees that WILLIAMSON COUNTY'S auditors shall have the right to audit such FAMILY ELDERCARE records on an annual basis along with their regular review of records in a manner and form to be agreed upon by WILLIAMSON COUNTY and FAMILY ELDERCARE. FAMILY ELDERCARE further agrees that WILLIAMSON COUNTY or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of FAMILY ELDERCARE which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. FAMILY ELDERCARE expressly agrees that WILLIAMSON COUNTY shall have access during normal working hours to all necessary FAMILY ELDERCARE facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Additionally, WILLIAMSON COUNTY shall give FAMILY ELDERCARE reasonable advance notice of intended audits.

5. Independent Contractor/Indemnity. It is understood and agreed that FAMILY ELDERCARE is not and shall not in any sense be considered an employee, partner or joint venturer with WILLIAMSON COUNTY, additionally neither shall FAMILY ELDERCARE be considered or in any manner hold itself out as an agent or official representative of WILLIAMSON COUNTY. FAMILY ELDERCARE shall be considered an independent contractor for purposes of this CONTRACT and shall in no manner incur any expenses or liability on behalf of WILLIAMSON COUNTY.

FAMILY ELDERCARE FURTHER AGREES TO HOLD WILLIAMSON COUNTY HARMLESS FOR ANY AND ALL CLAIMS BY THIRD PARTIES FOR ANY INJURIES, DAMAGES, OR LIABILITY OF ANY KIND ARISING UNDER THIS CONTRACT OR OCCASIONED BY FAMILY ELDERCARE.

6. Compliance With All Laws. FAMILY ELDERCARE and WILLIAMSON COUNTY each agree, 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.

7. Notice. Any notice required to be given under the terms of this CONTRACT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:
WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 101
GEORGETOWN, TEXAS 78626

FAMILY ELDERCARE:
FAMILY ELDERCARE
ATTN: Aaron Alarcon
1700 RUTHERFORD LANE
AUSTIN, TEXAS 78754

GENERAL COUNSEL:

GENERAL COUNSEL

OFFICE OF WILLIAMSON COUNTY JUDGE

710 MAIN STREET, SUITE 200

GEORGETOWN, TEXAS 78626

8. No Assignment. This CONTRACT may not be assigned.

9. Termination. Notwithstanding the agreed upon term, this CONTRACT may be terminated upon the occurrence of any of the following:

- a. the termination of the corporate or business existence of FAMILY ELDERCARE;
- b. the insolvency of FAMILY ELDERCARE, the filing of a petition in bankruptcy either by or against FAMILY ELDERCARE, or an assignment by FAMILY ELDERCARE for the benefit of creditors;
- c. the breach by FAMILY ELDERCARE of any of the terms of this CONTRACT and the continuation of such breach for a period of ten (10) days after written notice is given by WILLIAMSON COUNTY to FAMILY ELDERCARE of such breach.
- d. upon WILLIAMSON COUNTY's sole discretion with or without cause by providing thirty (30) days written notice.

10. Term. The stated term of this CONTRACT shall be from **October 1, 2024** until **September 30, 2025**, but with on-going contractual obligations relating to audits and record keeping by FAMILY ELDERCARE extending beyond the termination date (and the payment of funds by WILLIAMSON COUNTY).

11. Employees. The parties covenant and agree that each party will pay its own salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to its own employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. The Parties shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its own employees.

12. Venue & Applicable Law. Venue of this CONTRACT shall be WILLIAMSON COUNTY, Texas, and the laws of the State of Texas shall govern all terms and conditions.

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

14. **Mediation.** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this CONTRACT.

15. **Proof of Non-Profit Status.** FAMILY ELDERCARE has provided proof of status as a 501(c) non-profit corporate entity, which is attached and marked as “**Exhibit B**” and is incorporated herein as if copied in full.

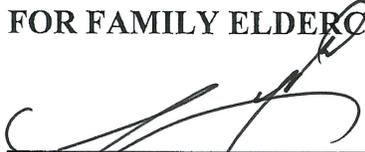
EXECUTED to be effective as of the 1st day of October 2024.

FOR WILLIAMSON COUNTY:

Presiding Officer
Williamson County Commissioners Court
Williamson County, Texas

Date: _____, 2024

FOR FAMILY ELDERCARE:



Authorized Agent
FAMILY ELDERCARE

Date: 9/16, 2024



2023 Board of Directors

Cory Macdonald
Board Chair
Kim Wilson
Past Board Chair
Charles Colley
Secretary
Sam Cockburn
Treasurer
Ali Foyt
Deborah Kerr
Anna Vander Broek
Fred Lugo

Dr. Aaron Alarcon
CEO

Memorial Board Members

Jackie Lelong
Founder of Family Eldercare
Rudy Belton
Mark Davis
Alva Finck
Susan Sharlot

President's Council

Jacqueline Angel
Jen Berbas
Michelle Bonilla
Tom Buckle
Don Carnes
Ellis "Pat" Craig
John Crane
Clyde Farrell
Cheryl George
Holly Gilman
Cass Grange
Deborah Green
Diane "Dede" Hebner
Grova Jones
Frank Leffingwell
Barbara Lipscomb
Donna Loffin
Ann Marett
J.C. "Dusty" McCormick
Sandy Morris
Gail Sulak
Gaye Thompson
Brent Weber

September 11, 2023

The Honorable John B. McMaster
Williamson County Court at Law #4
405 M.L.K. Street, Box 17
Georgetown, TX 78626

Dear Judge McMaster:

Family Eldercare would like to thank you and the citizens of Williamson County for the opportunity to provide services by our Guardianship Program. Family Eldercare has been providing guardianship services in Williamson County since 2014, serving over 50 individual residents. 100% of these clients were protected from abuse and neglect.

Family Eldercare is seeking a renewal of our current \$90,000 contract amount and additional contract funding of \$30,000 to continue providing our guardianship services in Williamson County.

Funds will be used to provide ongoing personal care management and/or estate management to legally incapacitated Williamson County residents referred by the Court. Family Eldercare will provide guardianship services for as long as they are needed. The benefits to the County of this partnership include:

- Guaranteed availability of Guardianship of the Person ("GP") services for up to 36 Williamson County residents annually (this excludes Guardianship of the Person & Estate ("GPE") residents and Guardianship of the Estate ("GE") only residents);
- Reduced costs to the County related to civil or criminal incidents and emotional/health crises experienced by person needing guardianship;
- Ongoing protection, care management, and an improved quality of life for vulnerable older and disabled residents who are at risk of fraud, abuse, failing health and neglect; and,
- Housing and support services, located within Williamson County or outside the County, for individuals who need specialized residential care.

I hope you will forward our request to the Williamson County Commissioners Court for their consideration.

Sincerely,

Dr. Aaron Alarcon, PhD
Chief Executive Officer

generously supported by



Internal Revenue Service

Date: February 5, 2004

Family Eldercare, Inc.
2210 Hancock Dr
Austln, TX 78758-2600

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Dalphine Naegele 31-04012
Customer Service Specialist
Toll Free Telephone Number:
8:00 a.m. to 8:30 p.m. EST
877-829-5500
Fax Number:
513-263-3768
Federal Identification Number:
7A-2288387

Dear Sir or Madam:

This is in response to your request of February 5, 2004, regarding your organization's tax-exempt status.

In January 1984 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1999 - 17.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

Janna K. Skulca, Acting Director, TE/QE
Customer Account Services

Commissioners Court - Regular Session

34.

Meeting Date: 09/24/2024

CPR Class Feeds

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to adopt a fee schedule for services provided by Williamson County EMS related to CPR classes, effective October 1, 2024.

Background

Adjustments in pricing due to increased costs of supplies for AHA materials. The cost of classes are being adjusted to cover the increase.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Fee Schedule

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 09/18/2024

Reviewed By

Becky Pruitt

Date

09/18/2024 08:14 AM

Started On: 09/18/2024 08:09 AM



Williamson County EMS - AHA BLS Training Center Cost for Courses – FY25

Course Title	Approximate Course Time	Per Student Charge (includes books and materials)
HEART SAVER		
Heart Saver CPR AED - Adult and Child	2.25 hours	\$29.00
Heart Saver CPR AED – Adult, Child and Infant	3 hours	\$30.00
Heart Saver First Aid	3.5 hours	\$26.00
Heart Saver First Aid / CPR AED – Adult and Child (HS Total)	6 hours	\$32.00
Heart Saver First Aid / CPR AED – Adult, Child and Infant (HS Total)	6.5 hours	\$33.00
Heart Saver CPR AED Skills session (w/o infant)	1.0 hour	\$25.00
Heart Saver CPR AED Skills session (w/infant)	1.5 hours	\$26.00
Heart Saver First Aid Skills Session	0.5 hour	\$23.00
Heart Saver First Aid CPR AED Skills Session	2.25 hours	\$30.00
Heart Saver Pediatric First Aid CPR AED	6 hours	\$33.00
Heart Saver Pediatric First Aid CPR AED Skills Session	1.75 hours	\$30.00
BLS PROVIDER		
BLS Provider (Initial Course)	4.25 hours	\$35.00
BLS Renewal Course	3 hours	\$15.00
HeartCode BLS Skills Session	2.5 hours	\$16.00
INSTRUCTOR COURSES		
BLS Instructor Course	8.0 hours	\$220.00
Instructor Monitoring for renewal		\$20.00
Equipment Rental / Other Fees		
Manikin Rental Fee	\$17.50/day/manikin	
AED Trainer Rental	\$12.50/day/unit	
First Aid Supplies (per student)	\$3.00/day	
Off-site training fee	\$25.00/inst/class	
Cancellation Fee (group class cancelled < 5 days prior)	\$20.00	
Instructor Manual Rental Fee	\$10.00/day	
DVD Rental Fee	\$12.00/day	
Course Cards & Books		
Heart Saver CPR AED Student Workbook	\$3.00	
Heart Saver First Aid Student Workbook	\$3.00	
Heart Saver First Aid CPR and AED Student Workbook	\$3.00	
Heart Saver Pediatric First Aid CPR and AED Student Workbook	\$3.00	
BLS Provider Student Workbook	\$19.00	
Course Cards – HeartSaver K-12	\$2.60	
Course Cards - HeartSaver	\$17.00	
Course Cards – BLS Provider	\$3.40	
Course Cards – BLS Instructor	\$3.60	

Commissioners Court - Regular Session

35.

Meeting Date: 09/24/2024

Approval of Amendment for Electronic Bidding and Contract Platform Bonfire for Purchasing Department

Submitted For: Joy Simonton

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving an amendment to the Bonfire contract increasing the annual fee from \$51,549.99 to \$60,599.99, as per DIR contract #DIR-TSO-4363, and authorizing the execution of the agreement.

Background

This amendment adds a license for an additional staff member and an additional solicitation builder module as approved in the FY25 budget. The agreement term ends on September 30, 2026. Funding sources are 01.0503.004505 and 01.0100.0494.003011. Department Point of Contact is Kerstin Hancock.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Bonfire agreement
Form 1295 Bonfire

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Kerstin Hancock
Final Approval Date: 09/18/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

09/18/2024 03:37 PM
09/18/2024 04:10 PM
Started On: 09/06/2024 11:00 PM

ORDER FORM

Order # Q-03657

Expiry Date 30/09/2022

Williamson County, TX
 710 Main Street
 Georgetown Texas 78626
 United States
 Kerstin Hancock
 khancock@wilco.org



Bonfire Interactive Ltd
 121 Charles St. W. #C429
 Kitchener ON N2G 1H6
 Canada
 Ryan Hamill
 rhamill@gobonfire.com

Start Date: 01/10/2022**End Date:** 30/09/2026**Subscription Term:** 48

Subscription Products	Quantity
<p>Bonfire Strategic Sourcing Platform</p> <p>eSourcing</p> <ul style="list-style-type: none"> • Solicit, receive, and evaluate bids and RFx online • Organize and distribute RFx documents with digital scorecards for online evaluation • Make vendor submissions easier and more compliant with a simple upload experience • Maintenance/Hosting and access to all associated releases and upgrades included • Unlimited projects, evaluators, and vendors <p>Price-Only Bidding</p> <ul style="list-style-type: none"> • Quickly create bids online and engage vendors • Automatically tabulate and sort offers and review associated documents • Award bids online with an option to publish a public award notice <p>Bonfire Benchmarking</p> <ul style="list-style-type: none"> • View industry insights, data benchmarks, and templates gathered from over 40,000 bids and RFPs to make data-driven decisions. <p>Product Support and Ongoing Coaching and Training</p> <ul style="list-style-type: none"> • Fast and friendly product support available to all your buyers, evaluators, and vendors - Mon-Fri 8am - 8pm ET • Regular check-ins from your dedicated customer success manager to share best practices and provide ongoing coaching and product training 	12 Seats
<p>Bonfire Questionnaires Module</p> <ul style="list-style-type: none"> • Use templates to collect qualitative and quantitative vendor data for side-by-side comparison and auto-scoring 	1
<p>Bonfire Bid Tables Module</p> <ul style="list-style-type: none"> • View vendor pricing side-by-side, filter, sort, and perform what-if analyses to optimize vendor selection 	1
<p>Bonfire Contract and Performance Management Bundle</p> <ul style="list-style-type: none"> • Manage contracts and their associated documents, milestones, and key dates along with vendor performance surveys to maximize contract value 	1
<p>Contracts Storage</p> <ul style="list-style-type: none"> • Store contracts with Contract Management 	1000
<p>Bonfire Approvals Module</p> <ul style="list-style-type: none"> • Bring your existing Approvals Process into Bonfire for consolidated visibility, turnkey compliance and improved Stakeholder engagement 	10

Subscription Products	Quantity
Bonfire Price-Only Bidding Site License for Unlimited Users <ul style="list-style-type: none"> • Quickly create bids online and engage vendors • Automatically tabulate and sort offers and review associated documents with pass/fail criteria • Award bids online with an option to publish award notice • Full Access to Bonfire Benchmarking • Full Access to Product Support and Ongoing Coaching and Training 	1

Pricing Overview	Annual Amount	Term Amount
Subscriptions	USD 60,599.99	USD 224,299.96
Services		USD 0.00

Annual Rate Increase: WAIVED

Current Order Amount (before taxes): USD 224,299.96

Currency: USD
Billing Cycle: Annual
Payment Terms: Net 30
Data Location: United States

Quote Comments:

- Annual 3.5% Increase has been waived due to multi-year agreement. Invoices to be split up annually.
- Includes all internal users including suppliers, data analysts, managers, administrators, evaluators & advisor/client roles for the organization
- Includes implementation, training, unlimited projects, support, submissions, and cloud storage
- Bonfire services including account activation and implementation to start immediately upon receiving signed order form
- An addition of one seat, and the solicitation builder module has been added for Year 3 and 4 for the new annual amount of: \$60,599.99

Please complete the questions below:

PO Number:

If a purchase order (PO) is required for the purchase of the products on this order form please provide it. If a PO is not required on your company's invoice, please enter N/A.

AP Contact Person's Email:

Invoicing Address Same as Above:

Tax Exemption Status:

Your order will be taxed using the applicable tax rate for your invoicing address. Your invoice will reflect the final total taxes effect at time of invoicing.

All sales are considered subject to sales tax unless the applicable exemption documentation has been received by Bonfire prior to invoicing.

Customer Signature:

Bonfire Signature:



Name:

Name:

Title:

Title:

Date:

Date: 08/27/2024

TERMS & CONDITIONS

The Customer hereby agrees to order the products and/or services outlined above at the prices indicated, and acknowledges it has read, understands and agrees to be bound by the terms and conditions detailed at:<https://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-TSO-4363&keyword=bonfire> (the "Agreement"). Please reference DIR Contract Number DIR-TSO-4363 on your purchase order.

All remittance advice and invoice inquiries can be directed to billing@gobonfire.com. Please feel free to contact us if you have any questions.

THANK YOU FOR YOUR BUSINESS!

Amendment Clause:

Non-Appropriation and Fiscal Funding. This Agreement is subject to the availability of funds. It is expressly understood and agreed that the County shall have the right to terminate this Agreement at the end of the County's fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may affect such termination by giving Vendor written notice of termination at the end of its then-current fiscal year.

Notwithstanding any other provision, such termination shall not constitute a default of the Agreement and shall be without penalty or further obligation to County

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Sep 05 2024 Time: 2:40 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Sep 05 2024 Time: 6:42 am

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2024-1205805

Date Filed:
08/26/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
GTY Technology dba. Bonfire Interactive
Oakville Canada Canada

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

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.
202112
eProcurement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	GTY Technology dba. Bonfire Interactive	Oakville Ontario Canada		X

5 Check only if there is NO Interested Party.

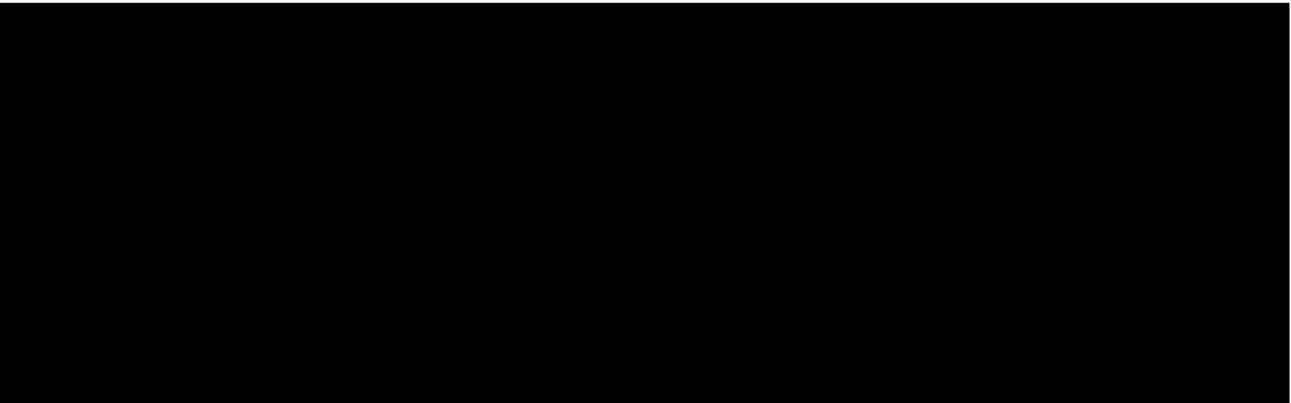
6 UNSWORN DECLARATION

My name is

My address

I declare u

Executed i



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
 2024-1205805

Date Filed:
 08/26/2024

Date Acknowledged:
 08/27/2024

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

GTY Technology dba. Bonfire Interactive
 Oakville Canada Canada

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

GTY Technology dba. Bonfire Interactive

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.

202112
 eProcurement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	GTY Technology dba. Bonfire Interactive	Oakville Ontario Canada		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

36.

Meeting Date: 09/24/2024

Approval of Purchase for Thermal ExpressVote Activation Cards/Elections from Election Systems and Software for the Elections Department

Submitted For: Joy Simonton

Submitted By: Barbi Hageman, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase #2024299 for Election Systems and Software for Thermal ExpressVote Activation Cards, in the amount of \$113,837.66, and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(7)(D)[captive replacement parts or components for equipment] and authorize the execution of the Purchase Contract.

Background

This is to purchase Thermal ExpressVote Activation cards needed for the November 2024 election. These are ballot stock cards specifically for equipment owned by Williamson County Election department. Origination #739. Funding Source is 01.0375.0375.004251 for FY2025. Department point of contact is Bridgette Escobedo.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ES&S Quote
Form 1295

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Barbi Hageman
Final Approval Date: 09/18/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

09/18/2024 03:42 PM
09/18/2024 04:12 PM
Started On: 09/10/2024 09:25 AM



Quotation Date:	Date Printed:	Quotation Number:
	7/26/24	██████████
Customer Number:	Expiration Date:	Payment Terms:
30595		30 Days Net
Customer RFQ Number:		Wanted Delivery
		8/30/24

Document Address:
 Williamson County, Texas
 301 SE Inner Loop St 104
 Georgetown, TX 78626-8207
 US - UNITED STATES

Delivery Address:
 Williamson County, Texas
 301 SE Inner Loop St 104
 Georgetown, TX 78626-8207
 US - UNITED STATES

Sales

Pos	Part No Description	Sale Qty	Unit	Price	Disc. %	Planned Delivery Date	Net Amount USD
	Configuration ID						
	Configuration Description						
1	70-0099 Thermal ExpressVote Activation Card Custom	300,000	EA	0.240	0.00	8/30/24	72,000.00
	64997 Configuration for 70-0099						
1	70-0099 Thermal ExpressVote Activation Card Custom	200,000	EA	0.190	0.00	8/30/24	38,000.00
	64998 Configuration for 70-0099						

Sub Total:	110,000.00
FREIGHT	3,837.66
Total Exclusive Tax:	113,837.66
Tax Total	0.00
Gross Total	113,837.66

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 30 days and thereafter may change.
3. Any applicable (City, County & State) sales taxes are an estimate and will be invoiced at sales tax rates in effect at time of invoicing.
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.
5. The quantity of service days (if included) reflect a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.
6. If Freight is not stated in Quotation, Freight Cost will be determined at time of order.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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**

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

Certificate Number:
2024-1213446

Date Filed:
09/12/2024

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

Date Acknowledged:

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.
2024299
ES&S Thermal ExpressVote Activation Cards/Elections

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 [redacted], and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), [redacted] (state), [redacted] (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 12 day of September, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2024-1213446

Date Filed:
09/12/2024

Date Acknowledged:
09/12/2024

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, 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.
2024299
ES&S Thermal ExpressVote Activation Cards/Elections

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)

Commissioners Court - Regular Session

37.

Meeting Date: 09/24/2024

Award of #24RFSQ61 Jail Inmate Medical Services and #24RFSQ62 Jail Inmate Psychological Services with Family Hospital Management Company, LLC for Williamson County Corrections

Submitted For: Joy Simonton

Submitted By: Barbi Hageman, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ61 Jail Inmate Medical Services and #24RFSQ62 Jail Inmate Psychological Services to the overall best qualified respondent for each RFSQ, Family Hospital Management Company, LLC., in the amount of \$511,719.00 and authorizing the execution of the agreement.

Background

The Purchasing Department solicited sealed qualifications under RFSQ #24RFSQ61 Jail Inmate Medical Services for Corrections and RFSQ #24RFSQ62 Jail Inmate Psychological Services. There were fifty-seven (57) document takers that reviewed the solicitation with two (2) firms submitting responses and fifty (50) document takers that reviewed the solicitation with three (3) firms submitting responses, respectively. The evaluation team recommends awarding #24RFSQ61 and #24RFSQ62 to Family Hospital Management Company, LLC. This contract is combined between the two (2) RFSQ's stated herein for four (4) year contract with four (4) additional one (1) year terms in the amount of \$511,719.00 with a not to exceed annual increase of four percent (4%). Funding is from 01.0100.0570.004116 and 01.0100.0570.004413 and ARPA. Origination # 4729 and #4730. Department point of contact is Susan Carmack.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

- Scoring Summary 24RFSQ61
- Scoring Summary 24RFSQ62
- Eval memo
- Contract
- Form 1295
- Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/19/2024 11:10 AM
County Judge Exec Asst.	Becky Pruitt	09/19/2024 11:22 AM
Form Started By: Barbi Hageman		Started On: 09/18/2024 01:35 PM
Final Approval Date: 09/19/2024		



Scoring Summary

Active Submissions

	Total	Medical Qualifications	Meets County's Needs
Supplier	/ 100 pts	/ 50 pts	/ 50 pts
Family Hospital Management Company, LLC	94 pts	47.5 pts	46.5 pts
CorrHealth	70.75 pts	37.5 pts	33.25 pts



Scoring Summary

Active Submissions

	Total	Psychological Qualifications	Meets County's Needs
Supplier	/ 100 pts	/ 50 pts	/ 50 pts
Family Hospital Management Company, LLC	94.6 pts	48 pts	46.6 pts
CorrHealth	76.6 pts	40 pts	36.6 pts
Adelphi Medical Staffing	69 pts	38 pts	31 pts



WILLIAMSON COUNTY SHERIFF'S OFFICE

MIKE GLEASON, SHERIFF
PATRICK ERICKSON, CHIEF

508 S Rock St. Georgetown, TX 78626

Office (512) 943-1300
Fax (512) 943-1444

James D. Carmona, Assistant Chief – Special Operations Bureau
Kathleen Pokluda, Assistant Chief – Corrections Bureau

James David, Assistant Chief – Law Enforcement Bureau
Rebecca Rodriguez, Chief of Staff

To: Purchasing

From: Sheriff Mike Gleason – Williamson County Sheriff's Office

Subject: #24RFSQ61 and #24 RFSQ62 Jail Inmate Medical and Psychological Services

Re: RFQ Evaluation

An RFQ was advertised in Bonfire for Jail Inmate Medical and Psychological Services. In response to Solicitation #24RFSQ61 and #24RSFQ62. The Purchasing Department received 2 and 3 proposals, respectively, desiring to provide Medical and Psychological Services for Williamson County.

The Evaluation Committee, with the Purchasing Department overview, reviewed the proposals.

After reviewing the proposals and considering the pricing, Family Hospital Management Company, LLC is the best overall selection for Medical and Psychological Services for Williamson County.

The Williamson County Sheriff's Office recommends that Family Hospital Management Company, LLC be awarded the Medical and Psychological Services contract for Williamson County based on the ability to address both Medical and Psychological Services. They are locally based and available 24 hours/365 days, either by telephone or in person, to meet the needs of the Inmates.

**MANAGEMENT SERVICES AND PROFESSIONAL MEDICAL AND
BEHAVIORAL HEALTHCARE SERVICES AGREEMENT
for the Williamson County Jail**

THIS MANAGEMENT SERVICES AND PROFESSIONAL MEDICAL AND BEHAVIORAL HEALTHCARE SERVICES AGREEMENT (this "Agreement") is made and entered into by and between Williamson County ("WILCO"), on behalf of the Williamson County Sheriff, and Family Hospital Management Company, LLC a Texas limited liability company ("FHMC"), and Round Rock Outpatient Services, PLLC, a Texas professional limited liability corporation ("RROP"). WILCO, FHMC, and RROP are referred to herein each individually as a "party," and collectively the "parties."

WITNESSETH:

WHEREAS, WILCO wholly owns and, through the Williamson County Sheriff, operates a the Williamson County Jail ("WILCO Jail") located at 306 W 4th Street, Georgetown, Texas 78626 and houses both pre-adjudication and post-adjudication inmates. The WILCO Jail is responsible for the health and well-being of inmates incarcerated in the WILCO Jail; and

WHEREAS, FHMC provides and manages the medical and behavioral healthcare to outpatient care Facilities and Hospitals; and

WHEREAS, RROP provides physician staffing services and is properly licensed to provide medical services in the State of Texas; and

WHEREAS, WILCO desires to engage FHMC and RROP as the WILCO Jail's Medical and Behavioral Healthcare Provider to manage and provide the day-to-day medical and behavioral healthcare services of inmates.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and on the terms and conditions set forth herein, the parties hereby agree as follows:

**ARTICLE 1
Purpose and Engagement**

Section 1.1 Primary Purpose. The primary purpose of this Agreement is to secure FHMC to manage and RROP to provide the day-to-day medical and behavioral healthcare services of inmates at the WILCO Jail.

Section 1.2 Engagement. WILCO hereby engages FHMC and RROP to act as the provider of Medical and Behavioral healthcare services for inmates at the WILCO Jail, and FHMC and RROP hereby accept such engagement for and in consideration of the compensation hereinafter provided.

ARTICLE 2
Scope of Services and Duties of FHMC and RROP

Section 2.1 Management Services. Consistent with applicable federal, state and local laws, WILCO hereby engages FHMC on an exclusive basis to provide Medical and Behavioral healthcare management services for inmates at the WILCO Jail. FHMC's duties include, but are not limited to, the description of management services ("Management Services") described in Exhibit "A", attached hereto and incorporated herein by reference. WILCO hereby grants FHMC the authority to carry out such Management Services on behalf of the Medical and Behavioral Healthcare being offered to inmates of the Jail.

Section 2.2 Medical and Behavioral Healthcare Services Management. FHMC covenants and agrees that it will be utilizing FHMC employees, RROP, and subcontractors to provide professional Medical and Behavioral Healthcare services to inmates of the WILCO Jail as set forth in Exhibit A and the solicitation documents. FHMC is the manager of professional healthcare providers. FHMC does not itself have the ability or credentials to engage in the practice of medicine. FHMC will not at any time engage in making decisions related to the treatment of patients, ethics or other decision-making related to the delivery of professional medical services, which shall be the exclusive responsibility of the professional medical staff providing the care. FHMC has no obligation or authority under this Agreement regarding, and shall not undertake, any activity which is required by law to be provided solely by a licensed physician. Physicians, Nurse Practitioners and staff of FHMC and RROP are required to follow FHMC policy and procedure, as such are designed to keep the WILCO Jail in compliance with requisite licensing and state regulations.

Section 2.3 Medical and Behavioral Health Services. RROP shall provide professional Medical and Behavioral Health Services to inmates of the WILCO Jail as set forth in Exhibit A and the solicitation documents. RROP shall comply with all federal, state, and local standards relating to patient care and related activities in connection with providing the medical and behavioral services specified in this Agreement. RROP shall provide a Medical Director to oversee the provision of medical services and duties set forth in Exhibit C and the solicitation documents.

Section 2.4 Advisors, Consultants, and Subcontractors. FHMC and RROP may utilize the services of advisors, vendors, consultants and subcontractors as it deems necessary to carry out the Management and professional healthcare services; provided, however, if an official or employee of WILCO Jail delivers to FHMC a good faith and reasonable written objection against the continued utilization of any particular Consultant, FHMC shall consider such objection in its good faith discretion.

Section 2.5 Payment of Wages and Benefits. The parties agree and acknowledge that FHMC is responsible for the payment of fees, salaries, wages, payroll taxes, and liability insurances directly related to the work of FHMC and RROP Healthcare Providers providing Medical and Behavioral Healthcare at the WILCO Jail. The parties agree that neither WILCO nor any of its officials, employees, or independent contractors have any claim under this Agreement or otherwise against FHMC for any health and welfare benefits, pension plan or retirement benefits, vacation, sick leave, retirement, disability, or any other employee benefits of any type.

Section 2.6 Books and Records. If requested, the books and records of FHMC relating to WILCO Jail and the Management Services performed pursuant to this Agreement will be made available to WILCO and its duly authorized agents and officials for examination and inspection during normal business hours, as soon as readily available. Please note that some requests can take up to 90 days or more to retrieve from outside vendors.

ARTICLE 3 **Duties of WILCO Jail**

Section 3.1 Cooperation. WILCO Jail will cooperate with FHMC and RROP in taking steps to resolve any administrative issues that arise in connection with the performance of the Management Services and Medical and Behavioral Health services.

Section 3.2 Compliance with Laws. WILCO Jail shall comply and shall use its best efforts to ensure that it is in compliance with applicable federal, state, and local laws, rules, regulations, and restrictions, including without limitation, the federal anti-kickback statute, the federal false claims act, the Stark self-referral statute, or the false claims act of any state.

Section 3.3 Fees. WILCO Jail shall pay FHMC their agreed upon Contract Fee for providing Management Services and Professional Medical and Behavioral Healthcare services as set forth in Article 4.

ARTICLE 4 **Contract Fee (Management & Professional Services Fees)**

Section 4.1 Contract Fee (Management & Professional Services Fees). WILCO shall pay to FHMC the Contract Fee consisting of \$42,643.25 per month. This amount will be equal to \$511,719 over twelve months. The Contract Fee may be adjusted upwards or downward on each anniversary of the Effective Date, which is reflective of then current market conditions. Thirty (30) days prior to the anniversary of the Effective Date, FHMC shall give WILCO a notice in writing that shall include evidence of any increase or decrease in FHMC's actual costs. In no event shall Contract Fee increase by more than four percent (4%) annually, unless negotiated in good faith and agreed upon by the parties.

Section 4.2 Reimbursement of Expenses. It is mutually agreed that the Contract Fee represents a "not to exceed" amount that WILCO has agreed to pay FHMC. WILCO will not reimburse FHMC for any additional expenses.

Section 4.3 Fairness of Fees. The parties agree that the Contract Fees set forth in this Article 4 are being paid to FHMC in consideration of the performance of the Management and Professional Healthcare Services by FHMC, RROP, and their staff, and that such fees have been negotiated to be fair, commercially reasonable, and consistent with fair market value of the services furnished by FHMC.

Section 4.4 Invoices. On a monthly basis, FHMC shall submit an invoice for Contract Fees to WILCO, and WILCO shall remit payment to FHMC in accordance with the Texas Prompt

Payment Act, Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date WILCO receives the goods under the agreement; (2) the date the performance of the service under the agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services.

Section 4.6 Late Fees. Interest charges for any overdue payments shall be paid by WILCO 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 WILCO'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.

Section 4.7 Right to Audit. FHMC agrees that WILCO 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 FHMC which are directly pertinent to the services to be performed and amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. FHMC agrees that WILCO shall have access during normal business hours to all necessary FHMC facilities and shall be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. WILCO shall give FHMC reasonable advance notice of intended audits.

ARTICLE 5

Relationship of the Parties

It is intended that FHMC and RROP are to provide management and professional healthcare services as independent contractors. FHMC and RROP are not aware of any existing affiliation with WILCO. No Members of WILCO are also Members, Managers, Officers or Directors of FHMC nor do they participate in the management team providing management or professional services on behalf of FHMC.

WILCO, FHMC, and RROP each acknowledge and agree that:

- (a) No party is the employee or employer of any other party, and no employee or independent contractors of a party are intended to be or to be construed as the employee of the other party;
- (b) Nothing contained in this Agreement creates, constitutes or is to be construed as, a partnership, joint venture, or any other business arrangement or organization between the parties;
- (c) FHMC shall not share in any fees for professional services. All compensation to FHMC is solely in exchange for the use of FHMC's proprietary systems, infrastructure, management and professional healthcare services at a fair market value for such use and services;

- (d) The parties intend to perform their duties under this Agreement in full compliance with all laws governing fraud and abuse, including the Stark law, the Medicare and Medicaid Anti-Fraud and Abuse law, Anti-Kick Back Law and the Texas Occupations Code Illegal Remuneration law;
- (e) FHMC may render similar services for other business entities and persons, and may enter into such other business activities as FHMC, in its sole discretion, may determine, so long as the provision of such services does not prohibit FHMC from performing its duties under this Agreement; and
- (f) All materials, programs, websites, domain names, Google or other business listings, reviews, FHMC logos, trademarks, names, documents, databases, personnel lists, vendor lists, pricing lists, business methods, technology, intellectual property and all such other forms of information and materials designed and developed solely by FHMC in the course of providing the Management Services, belong to and are the exclusive proprietary and intellectual property of FHMC, including all services lines (including Rise Recovery and FHS membership, Personal Injury Program, Zulresso, Joint Injections Program, Mixed Medical Arts Program). However, the business records of WILCO, patient data and any patient related medical information, shall belong to WILCO. Contracts with any vendor with FHMC are considered proprietary and the property of FHMC and will not be shared.
- (g) Mutual Non-Disparagement and Cooperation. The parties agree to use all best efforts in maintaining unity with WILCO, FHMC, and RROP staff, personnel, consultants, vendors, patients, and the local community. The parties agree not to make any statements, written or oral, or cause or encourage others to make any such statements that defame, disparage or in any way criticize personnel and/or the reputation, practices or conduct of FHMC or WILCO Jail. This provision shall survive the termination of this Agreement.
- (h) Non-solicitation. WILCO agrees to not, either on WILCO's own behalf or on behalf of any other person or entity, directly solicit, sell or assist anyone in soliciting FHMC or RROP's customers, employees, contractors, consultants, vendors, or agents of FHMC or RROP, who is or was a customer, employee, contractor, prospective customer/client, vendor or agent of FHMC or RROP within two (2) years prior to the termination of FHMC and RROP's services.
- (i) The provisions in this Article 5 shall remain in full force and effect and shall survive the termination of this Agreement.

ARTICLE 6

Liability, Insurance and Indemnification

Section 6.1 Limitation on Liability. In connection with the rendition of the services to be performed by FHMC under this Agreement, FHMC shall not: (a) incur or assume any liability for any obligations, liabilities or debts of WILCO or (b) be liable to WILCO, or any other third party

who may claim such liability through WILCO, for any acts or omissions in the performance of services, except as provided in Section 6.4.

Section 6.2 Insurance. At all times during the term of this Agreement, the parties will maintain appropriate business, liability insurance, Member, Manager, Director's, Officer's and professional liability insurance. RROP shall additionally always maintain insurance as specified herein. RROP shall submit Certificates of Insurance evidencing the required coverage immediately following contract award and prior to commencement of work. All Certificates of Insurance coverage must be provided to Williamson County Risk Management. Failure to comply with these Insurance Requirements constitutes a material breach of contract. The below requirements control over the requirements stated in the solicitation documents.

- A. Coverage Limits. RROP, at RROP's sole cost, shall purchase and maintain during the entire term of the Agreement the following insurance:
- i. Workers' Compensation in accordance with statutory requirements.
 - ii. 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.
 - a. Premises – Operations
 - b. Products/ Completed Operations
 - c. Broad Form Property Damage
 - d. Personal Injury
 - e. Advertising Injury
 - f. Sexual Abuse & Molestation
 - iii. 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.
 - iv. Cyber Liability (Privacy & Network Liability) in the amount of \$2,000,000 per incident and \$2,000,000 general aggregate.
 - a. All policies must include the date of retroactive coverage
 - i. Privacy Liability
 - ii. Network Security Liability
 - iii. Internet Media Liability
 - iv. Network Extortion
 - v. Data Breach Fund
 - vi. Regulatory Proceedings
 - v. Professional Liability Insurance in an amount of \$2,000,000.00 per occurrence and \$2,000,000.00 in the annual aggregate. This insurance must cover Respondent's organization and all of its employees, and Respondent must provide proof of the same level of coverage for sub-contractors used.
- B. Claims Made Policy: If RROP's professional liability insurance is provided on a claims-made basis, RROP shall maintain and continuously renew the policy, or secure an extended reporting period (ERP) endorsement, to ensure that coverage for claims arising from professional services rendered during the term of this contract extends beyond the

expiration or termination of this contract.

- C. **Retroactive Date:** The professional liability insurance policy shall specify a retroactive date that precedes or is concurrent with the effective date of this Agreement. RROP shall maintain the retroactive date for the duration of this Agreement and any extended reporting period (ERP) as required in previous section.

Section 6.3 Indemnification by the Jail. To the extent authorized under Texas law, WILCO shall indemnify, hold harmless, and defend FHMC and its respective officers, managers, members, directors, employees, and agents from and against any and all liability, loss, damage, claim, causes of action, and expenses (including reasonable attorneys' fees), to the extent not covered by insurance in the name of WILCO, caused or asserted to have been caused, directly or indirectly, by or as a result of: (a) the performance of professional services; (b) the negligent acts or omissions or the intentional misconduct of WILCO, or (c) any breach of this Agreement. FHMC is entitled to full indemnification for prosecuting or defending its rights pursuant to this agreement, including an advance payment of legal fees and retainers.

Section 6.4 Indemnification by FHMC and RROP:

- (a) **General Indemnification:** FHMC and RROP shall indemnify, hold harmless, and defend WILCO from and against any liability, loss, damage, claim, causes of actions, and expenses (including reasonable attorneys' fees and with Counsel of WILCO's choosing) to the extent not covered by insurance in the name of FHMC or RROP, caused by or as a result of the negligent acts or omissions of FHMC or RROP and/or any of its employees and/or subcontractors under this Agreement during the term of this Agreement (other than when acting at the direction from or in accordance with written instructions from WILCO).
- (b) **Employee Personal Injury Indemnification:** FHMC and RROP shall indemnify, hold harmless, and defend WILCO and shall assume entire responsibility and liability (other than as a result of WILCO's gross negligence) for any claim or action based on or arising out of the personal injury, or death, of any employee of FHMC or RROP, or of any subcontractor, or of any other entity for whose acts they may be liable, which occurred or was alleged to have occurred on the work site or in connection with the performance of the work. FHMC and RROP hereby indemnifies WILCO 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 WILCO. This indemnification shall not be limited to damages, compensation, or benefits payable under insurance policies, Workers Compensation Act, Disability Benefits Act, or other employee benefit acts.

Section 6.5 Survival. The indemnification obligations of the parties set forth in Section 6.3 and 6.4 survive indefinitely, regardless of any expiration, termination or rescission of this Agreement.

Section 6.6 Sovereign Immunity. Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of WILCO, the Williamson County Commissioners Court, or the Williamson County Judge.

ARTICLE 7

Term and Termination

Section 7.1 Effective Date. This Agreement shall be effective on the date of the last party's signature.

Section 7.2 Term. Unless terminated earlier pursuant to the terms of this Article 7, this Agreement will remain in full force and effect for a term of four (4) years (the "Initial Term"). At the end of the Initial Term, the parties have the option to renew this Agreement, by mutual agreement, for up to four (4) additional one (1) year terms, with the terms and conditions remaining the same.

Section 7.3 Termination with Cause. This Agreement may be terminated by either party upon a material breach of any provision of this Agreement that is not cured within thirty 30 days after written notice is given to the breaching party, specifying the nature of the alleged breach.

Section 7.4 Termination without Cause. This Agreement may be terminated upon 90 days written notice without Cause.

Section 7.5 Additional Remedies. If the event of default by either party involves the failure to make a payment as provided in this Agreement, the non-defaulting party shall, in addition to the recovery of the unpaid amount, be entitled to reasonable attorney's fees and costs of collection, and shall be further entitled to interest on such unpaid amounts from the date such amounts become due and payable.

Section 7.6 Effect of Termination. If this Agreement expires or terminates for any reason other than default of WILCO or insolvency of WILCO, FHMC and RROP agrees to provide reasonable assistance to facilitate the orderly transfer of the Management Services for a period of time of 30 days following the notice of termination. WILCO agrees to pay FHMC its regular Contract Fee for all services rendered during such transition period. Section 7.6 Return or Destruction of PHI. Upon termination or expiration under any other provision of the Agreement, FHMC and RROP shall not maintain PHI, such is an obligation of WILCO to maintain all Protected Health Information (as defined in Article 8). If the return or destruction of such Protected Health Information is not feasible, FHMC and RROP shall: (a) inform WILCO that the return or destruction is not feasible; (b) limit any further use or disclosure to those purposes that make the return or destruction of the Protected Health Information infeasible; and (c) extend all provisions and obligations of FHMC and RROP under Article 8 of this Agreement for so long as FHMC and RROP maintains the Protected Health Information.

Section 7.7. Return or Destruction of FHMC's Proprietary Information. Any and all of FHMC's equipment and files should be returned to FHMC no later 7 business days prior to the termination date, included but not limited to keys, files, books, passwords, policy manual, forms, marketing materials, and any other materials, digital or otherwise, belonging to FHMC. Those proprietary items that are digitally stored shall be destroyed. WILCO agrees that FHMC may send IT personnel to verify that such proprietary information has been removed from WILCO's network. Failure to return will result in a monetary fine of at least \$100,000.00 per item, as it is incapable of placing

a value on such information and the parties agree that this dollar value is reasonable.

ARTICLE 8

Confidentiality of Protected Health Information

Section 8.1 Protected Health Information Defined. "Protected Health Information" ("PHI") shall mean any information, whether transmitted or maintained in electronic, written, oral or any other form or medium, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) identifies the individual, or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual, as that term is defined under the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

Section 8.2 Use and Disclosure of PHI. FHMC and RROP shall use and disclose PHI to the minimal amount necessary (i) for purposes of performing under the Agreement; (ii) as permitted or required by this Agreement; or (iii) as Required by Law.

Section 8.3 Protection of PHI. FHMC and RROP will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement, and shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI that it creates, receives, maintains or transmits during performance of the Management Services. If FHMC and RROP receives any PHI, or creates such PHI in the course of its performance under this Agreement, FHMC and RROP will maintain the security and confidentiality of such PHI as required by applicable federal, state and local laws and regulations, including the State of Texas' privacy laws and HIPAA.

Section 8.4 Mitigation. FHMC and RROP shall mitigate, to the extent practicable, any harmful effect that is known to FHMC of a use or disclosure of PHI in violation of this Agreement.

Section 8.5 Improper Use or Disclosure Reporting. In the event that FHMC and/or RROP becomes aware of a use or disclosure of PHI by FHMC or RROP that is not permitted under this Agreement, FHMC and/or RROP shall report such use or disclosure to WILCO within five days (5) of becoming aware of the disclosure.

Section 8.6 Records Availability. FHMC and RROP shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary or any other officer or employee of the Department of Health and Human Services to whom authority has been delegated for purposes of determining the Practice's compliance with the Privacy Standards.

Section 8.7 Accounting of Disclosures.

- (a) If WILCO requests that FHMC and/or RROP furnish an accounting of disclosures of PHI made by FHMC or RROP regarding an individual during the five years prior to the date on which the accounting was requested, then FHMC or RROP shall, within ten (10) days of such request, make available to WILCO such information as is in FHMC or RROP's

possession and is required for the Practice to make the accounting required by 45 C.F.R. Sec. 164.528.

- (b) In the event an individual requests an accounting of disclosures directly from FHMC or RROP, FHMC or RROP shall within five (5) days forward such request to WILCO and shall take no direct action on the request.

ARTICLE 9

Notices

Except as otherwise expressly set forth herein, all notice required or permitted to be given hereunder shall be in writing and shall be deemed effective when personally delivered, sent via overnight delivery or, if mailed, three (3) days after the date deposited in the United States Mail, postage prepaid, registered, or certified, and return receipt requested. Unless changed by written notice given by one party to the other as provided herein.

Notices shall be given to WILCO at the following address:

Williamson County
Attn: County Judge
710 S. Main Street
Ste. 101
Georgetown, Texas 78626

Curtesy Copy:
Williamson County Jail
306 W 4th Street
Georgetown, Texas 78626

Notices shall be given to FHMC at the following address:

Family Hospital Management Company, LLC
1464 E. Whitestone Blvd., Suite 1101
Cedar Park, Texas 78613

Notices shall be given to RROP at the following address:

Round Rock Outpatient Services, PLLC
1464 E. Whitestone Blvd., Ste. 1101
Cedar Park, Texas 78613

Section 9.1 Representations and Warranties of Jail. WILCO hereby represents and warrants that it is a Williamson County, Texas operated entity that is duly organized, validly existing, and in good standing under the laws of the State of Texas, has all necessary power to own all of its properties and assets and to carry on its business as now being conducted, and has the authority to execute, deliver, and perform this Agreement and all agreements executed and delivered by it pursuant to this Agreement.

Section 9.2 Representations and Warranties of FHMC. FHMC hereby represents and warrants that it is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Texas, has all necessary power to own all of its properties and assets and to carry on its business as now being conducted, and has the authority to execute, deliver, and perform this Agreement and all agreements executed and delivered by it pursuant to this Agreement.

Section 9.3 Representations and Warranties of RROP. RROP hereby represents and warrants that it is a professional limited liability company duly organized, validly existing, and in good standing under the laws of the State of Texas, has all necessary power to own all of its properties and assets and to carry on its business as now being conducted, and has the authority to execute, deliver, and perform this Agreement and all agreements executed and delivered by it pursuant to this Agreement.

ARTICLE 10 **Miscellaneous**

Section 10.1 Assignment. This Agreement may not be assigned by any party without prior written consent of the other parties; provided, however that the rights and obligations of the Agreement may be assigned by WILCO without prior written consent of FHMC and RROC if WILCO is acquired by or sold to another entity.

Section 10.2 Successors and Assigns. All of the terms, provisions, covenants, conditions and obligations of this Agreement shall be binding upon, and inure to the benefit of, the successors in interest and permitted assigns of the parties hereto.

Section 10.3 Authority of Parties. Each party signing this Agreement represents and warrants that it has the authority to enter into this Agreement, that the execution and delivery of this Agreement has been duly authorized, and that upon such execution and delivery, this Agreement shall be binding upon and enforceable against the party upon signing.

Section 10.4 Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby, and the provision found invalid or unenforceable shall be revised or interpreted to the extent permitted by law so as to uphold the validity and enforceability of this Agreement and the intent of the parties as expressed herein.

Section 10.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue of this Agreement shall be in Williamson County, Texas.

Section 10.6 Entire Agreement; Incorporated Documents; Amendment. This Agreement, along with all agreements referred to herein, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements, either oral or written, between the parties with respect thereto. Documents expressly incorporated into this

Agreement include the following:

- (a) WILCO Solicitation Documents 24RSFQ61 (Jail Inmate Medical Services) and 24RSFQ62 (Jail Psychological Services) (collectively, “solicitation documents”);
- (b) Management of Professional Medical and Behavioral Healthcare Services (Exhibit A);
- (c) Sample Clinic Schedule (Exhibit B);
- (d) Medical Director Services (Exhibit C);
- (e) ARPA Terms and Conditions (Exhibit D); and
- (f) Insurance certificates evidencing coverages required herein.

Any modification to this Agreement must be made in writing and signed by all of the parties.

Section 10.7 Headings. The section headings used in this Agreement are included solely for convenience and shall not affect the interpretation of this Agreement.

Section 10.8 Waiver. No term or condition of this Agreement shall be deemed to have been waived except by written instrument of the party charged with such waiver.

Section 10.9 Construction. The language herein shall be construed, in all cases, according to its plain meaning and not for or against either party. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the rule of construction that states that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

Section 10.10 Force Majeure. Neither party shall be liable to the other for any loss or damage (including, without limitation, direct, indirect, incidental and consequential damages) due to any failure in its performance hereunder; (i) because of compliance with any order, request, or control of any governmental authority or person purporting to act therefore, whether or not said order, request or control ultimately proves to have been invalid; or (ii) when its performance is interrupted, frustrated or prevented, or rendered impossible or impractical because of wars, hostilities, public disorders, acts of enemies, sabotage, strikes, lockouts, labor or employment difficulties, fires, or acts of God, or any cause beyond its control, whether or not similar to any of the foregoing.

Section 10.11 Waiver. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any subsequent breach of the same or any other term or condition hereof.

Section 10.12 Texas Public Information Act. To the extent, if any, that any provision in this Agreement conflicts with Texas Government Code 552.001 et seq., as amended (the “Public Information Act”), the same shall be of no force or effect. FHMC and RROP expressly understands

that WILCO will comply with the Texas Public Information Act as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act.

Section 10.13 Remedies. The remedies provided to the parties by this Agreement are not exclusive or exhaustive, but cumulative and in addition to any other remedies the parties may have, at law or in equity.

Section 10.14 Attorney's Fees. If legal action is commenced by either party to enforce or defend its rights under this Agreement, the prevailing party in such action shall be entitled to recover its costs and reasonable attorneys' fees in addition to any other relief granted.

Section 10.15 Survival. The indemnities, representations and warranties set forth herein shall survive the expiration, termination, or rescission of this Agreement for a period of two (2) years.

Section 10.16 No Third-Party Beneficiaries. The parties do not intend this Agreement to create any third-party beneficiaries, including without limitation, individuals who are the subject of PHI.

Section 10.17 Further Assurances. The Parties agree that they shall execute such additional instruments and documents necessary to effectuate this Agreement. The parties agree that consents or approvals required or requested by either party shall not be unreasonably withheld or delayed.

Section 10.18 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Management Services and Professional Medical and Behavioral Healthcare Services Agreement has been executed the date and year first above written.

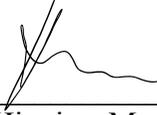
Signature Page Follows

Williamson County:

By: _____
County Judge/Presiding Officer

Date: _____

Family Hospital Management Company, LLC:

By:  _____
Henry L. Higgins, Managing Member

Date: 09/19/2024

Round Rock Outpatient Services, PLLC:

By:  _____
Name: Henry Higgins as CEO

Date: 09/19/2024

EXHIBIT A
MANAGEMENT SERVICES
of Professional Medical and Behavioral Healthcare Services and
PROFESSIONAL MEDICAL AND BEHAVIORAL HEALTHCARE SERVICES

- A. General Oversight
 - i. Providing all Medical and Behavioral Health services to be delivered under the Agreement at the WILCO Jail; and
 - ii. Cause or supervise the carrying out of all day-to-day management of the Medical and Behavioral Healthcare Services.
- B. Development of Policy and Procedures for Medical and Behavioral Healthcare services
- C. Maintain compliance with all laws, rules, and regulations that apply to the WILCO Jail license as they pertain to Medical and Behavioral Healthcare services.
- D. Supervision of the WILCO Jail Medical and Behavioral Healthcare Services
 - i. Prepare the Medical and Behavioral Healthcare portions of the Departmental Budget relating to monthly operations.
 - ii. Coordinate the portions of the Approved Budgets for Service Providers and any other service providers for the WILCO Jail and submit to the FHMC Governing Body for approval,
 - iii. Provide assistance with annual Medical and Behavioral Healthcare inspections and prepare WILCO Jail for State inspections
 - iv. Maintain WILCO Jail Healthcare Services and as needed will assist with annual license renewals with the State of Texas
- E. Cash Management, Billing Services and Collection
 - i. FHMC will not be responsible for managing any WILCO Jail billing or cash.
- F. Medical & Behavioral Healthcare Services
 - i. FHMC and RROC will oversee and provide Professional Medical Care at the WILCO Jail clinic
 - ii. FHMC and RROC will provide the WILCO Jail clinic onsite Medical Professionals no less than 5 hours per day, 7 days per week for Medical and Behavioral Health services
 - iii. FHMC and RROC will provide the WILCO Jail clinic an onsite Behavioral Health Specialist Physician a minimum of 4 hours per week dedicated to the WILCO Jail Behavioral Health Services with 2 of these hours dedicated to engaging in court hearings for forced medications on inmates.

- iv. FHMC and RROC will provide the WILCO Jail clinic onsite Behavioral Health Specialist Nurse Practitioners for a minimum of 10 hours per week.
- v. FHMC and RROC will provide the WILCO Jail clinic onsite Medical Doctors a minimum of 10 hours per week to assist with clinic care.
- vi. FHMC and RROC will provide the WILCO Jail clinic onsite Medical Specialized Nurse Practitioners a minimum of 25 hours per week.
- vii. FHMC and RROC will provide the WILCO Jail clinic Medical and Behavioral health specialists by phone 24/7 seven days a week for advice and consult.
- viii. Exhibit B of this contract outlines a sample clinic coverage schedule for clarity

EXHIBIT B
Sample Clinic Schedule

Example of Weekly Medical and Psychiatric coverage for Jail	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
This is the Onsite Coverage anticipated and used for calculating hourly rates for contract							
Medical Physician 10 hours per week onsite & on call via phone 24/7		10:00am-3:00pm			10:00am-3:00pm		
BH Nurse Practitioner 10 hours per week on site clinic			10:00am-3:00pm	10:00am-3:00pm			
Medical Nurse Practitioner 25 hours per week	10:00am-3:00pm		10:00am-3:00pm	10:00am-3:00pm		10:00am-3:00pm	10:00am-3:00pm
Psych MD 4 hours per week & on call 24/7, random Pre Court evaluations	Remote oversight of BH NP and psych emergencies	Remote oversight of BH NP and psych emergencies	Remote oversight of BH NP and psych emergencies	2:00pm-4:00pm Forced Medication Zoom Court Hearings	Remote oversight of BH NP and psych emergencies	Remote oversight of BH NP and psych emergencies	Remote oversight of BH NP and psych emergencies

EXHIBIT C
MEDICAL DIRECTOR SERVICES

- (a) Overseeing design and implementation of patient care and other clinical policies, protocols and procedures;
- (b) nurturing a team approach to the management and operation between all staff, Directors and management;
- (c) exhaust every option to ensure that all patients receive the highest level of care and caring by staff members at the applicable facility;
- (d) assistance with coordination of physician and ancillary professional recruitment and credentialing;
- (e) assistance with coordination of physician service scheduling; exhausting all efforts to have the physician coverage schedule completed in advance;
- (f) advising with respect to medical and related issues including the scope of health care services, medical equipment and professional and support services;
- (g) function as Infection Control Director for the Jail;
- (h) function as Lab Medical Director for the Jail;
- (i) assisting in the establishment, implementation, and completion of quality assurance and compliance protocols;
- (j) regularly attending required meetings;
- (k) participation in physician and ancillary professional training programs, including their design;
- (l) providing such other services as are customarily furnished by a medical director;
- (m) Attend other meetings as required;

EXHIBIT D

ADDITIONAL REQUIREMENTS MAY BE APPLICABLE RELATED TO THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT (CARES) AND THE AMERICAN RESCUE PLAN ACT (ARPA) (C.F.D.A. 21.027) WHERE FUNDING MANDATES LEGAL COMPLIANCE:

1. **Use of Funds.**

- a. FHMC/RROP understands and agrees that the funds disbursed under this agreement may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. FHMC/RROP will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. **Intentionally Left Blank**

3. **Reporting.** FHMC/RROP agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. **Maintenance of and Access to Records**

- a. FHMC/RROP shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of FHMC/RROP in order to conduct audits or other investigations.
- c. Records shall be maintained by FHMC/RROP for a period of five (5) years after all funds have been expended or returned to the Treasury, whichever is later.

5. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this agreement.

6. **Administrative Costs.** FHMC/RROP may use funds provided under this award to cover both direct and indirect costs.

7. **Cost Sharing.** Cost sharing or matching funds are not required to be provided by the Recipient.

8. **Conflicts of Interest.** FHMC/RROP understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. FHMC/RROP and subrecipients must disclose in writing to Treasury or the pass-through entity, as

appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. FHMC/RROP agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. FHMC/RROP also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and FHMC/RROP shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. FHMC/RROP Integrity and Performance Matters, pursuant to which the agreement term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of

- iii. race, color, religion, national origin, sex, familial status, or disability.
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. **Remedial Actions.** In the event of FHMC/RROP's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. **Hatch Act.** FHMC/RROP agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. **False Statements.** FHMC/RROP understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. **Publications.** Any publications produced with funds from this agreement must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. **Debts Owed the Federal Government.**
- a. Any funds paid to FHMC/RROP (1) in excess of the amount to which FHMC/RROP is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by FHMC/RROP shall constitute a debt to the federal government.

- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the FHMC/RROP knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to FHMC/RROP or third persons for the actions of FHMC/RROP or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by FHMC/RROP does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, FHMC/RROP may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress.
 - ii. An Inspector General.
 - iii. The Government Accountability Office.
 - iv. A Treasury employee responsible for contract or grant oversight or management.
 - v. An authorized official of the Department of Justice or other law enforcement agency.
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. FHMC/RROP shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- 17. Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), FHMC/RROP should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), FHMC/RROP should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and FHMC/RROP should establish workplace safety policies to decrease accidents caused by distracted drivers.
19. **Clean Air Act and The Federal Water Pollution Control Act Compliance.** FHMC/RROP agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and FHMC/RROP agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, FHMC/RROP agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
20. **Suspension and Debarment.** (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the FHMC/RROP is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The FHMC/RROP must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the FHMC/RROP did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The FHMC/RROP, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The FHMC/RROP, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
21. **Recovered Materials.** (1) In the performance of this Agreement, the FHMC/RROP shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.
(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

22. **Access to Records**. The following access to records requirements applies to this Agreement:

(1) The FHMC/RROP agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The FHMC/RROP agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The FHMC/RROP agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the FHMC/RROP acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

23. **Use of DHS Seals and Related Items**. The FHMC/RROP shall not use Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

24. **Compliance with Federal Law and FEMA Rules**. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The FHMC/RROP will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

25. **Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended)**.

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

forward the certification(s) to the awarding agency.

26. **No Federal Government Obligations.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, FHMC/RROP, or any other party pertaining to any matter resulting from this Agreement.

27. **False Claims Act Compliance and Program Fraud Prevention.** The FHMC/RROP acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the FHMC/RROP's actions pertaining to this Agreement.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2024-1213291

Date Filed:
09/11/2024

Date Acknowledged:

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

FAMILY HOSPITAL MANAGEMENT COMPANY LLC
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.

24RFSQ61
JAIL INMATE MEDICAL SERVICES AND PSYCHOLOGICAL SERVICES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	FAMILY HOSPITAL MANAGEMENT COMPANY LLC	AUSTIN, 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 _____, _____, _____, _____, _____, US.
(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 11 day of 9, 2024.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2024-1213291

Date Filed:
09/11/2024

Date Acknowledged:
09/13/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
FAMILY HOSPITAL MANAGEMENT COMPANY LLC
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.
24RFSQ61
JAIL INMATE MEDICAL SERVICES AND PSYCHOLOGICAL SERVICES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	FAMILY HOSPITAL MANAGEMENT COMPANY LLC	AUSTIN, 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)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2024-1213285

Date Filed:
09/11/2024

Date Acknowledged:

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

FAMILY HOSPITAL MANAGEMENT COMPANY LLC
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.

24RFSQ62
JAIL INMATE MEDICAL SERVICES AND PSYCHOLOGICAL SERVICES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	FAMILY HOSPITAL MANAGEMENT COMPANY LLC	AUSTIN, 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 _____, _____, _____, _____, _____, US
(street) (city) (state) (zip code) (country)

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

Executed in WILLIAMSON COUNTY County, State of TX, on the 11TH day of SEPTEMBER, 2024.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2024-1213285

Date Filed:
09/11/2024

Date Acknowledged:
09/13/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
FAMILY HOSPITAL MANAGEMENT COMPANY LLC
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.
24RFSQ62
JAIL INMATE MEDICAL SERVICES AND PSYCHOLOGICAL SERVICES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	FAMILY HOSPITAL MANAGEMENT COMPANY LLC	AUSTIN, 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

38.

Meeting Date: 09/24/2024

Approval of Amendment for CP Annex HVAC Replacement for Facilities Management

Submitted For: Joy Simonton

Submitted By: Theresa Gross, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action approving an amendment for TDI Industries, Inc., extending the lead time and expiration of the contract from September 30, 2024 to January 31, 2025 and authorizing the execution of the amendment.

Background

Due to delays getting equipment ordered, the lead time is going to extend past the 9/30/24 expiration date to January 15, 2025. The Original contract was approved on 03/05/2024. Funding source is 01.0100.0509.004509 . Point of contact is Christy Matoska, Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

TDI Amendment - CP Annex HVAC
TEC 1295

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Theresa Gross
Final Approval Date: 09/19/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

09/19/2024 11:05 AM
09/19/2024 11:06 AM
Started On: 09/19/2024 09:12 AM

**AMENDMENT TO
WILLIAMSON COUNTY SERVICE CONTRACT
TDIndustries, INC.**

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

THIS AMENDMENT TO WILLIAMSON COUNTY SERVICE CONTRACT (“Amendment”) is entered into as of the last party’s execution hereof, by and between Williamson County, Texas (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and IDIndustries, Inc. (“Service Provider”), both of which are referred to herein as the parties.

WHEREAS, the County and Service Provider entered into a Service Contract, dated effective June 5, 2024 (the “Agreement”), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

WHEREAS, the Parties desires to amend the Agreement to modify the Project Completion Date to accommodate unexpected delays.

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

AMENDMENT

- I. Section II. Effective Date and Term of the Agreement shall be amended as follows:

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party’s execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all service and obligations outlined in Exhibit “A” shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before **January 31, 2025**, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit “A”, this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

- II. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Agreement; and,

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

- III. All other terms of the Agreement which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

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

WILLIAMSON COUNTY:

Authorized Signature

County Judge/Presiding Officer

Date: _____

Bret Smart, Inc.

DocuSigned by:
Bret Smart
3E379B87EABD421...

Authorized Signature

Bret Smart
Printed Name

Date: 9/17/2024

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2024-1215152

Date Filed:
09/16/2024

Date Acknowledged:
09/17/2024

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

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.
Annex AHU and VFD Replacment
Replace 5 Air handlers and 4 VFDs

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	TD Industries	Austin, 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: 09/24/2024

Consent and Development Agreement for North Fork MUD

Submitted For: Adam Boatright

Submitted By: Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Consent and Development Agreement between Williamson County, GRBK Edgewood, LLC, Ava Rhode and Rummel & Rohde Farms, LTD, a Texas Limited Partnership, and the proposed North Fork Municipal Utility District.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Consent and Development Agreement - North Fork MUD

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 09/19/2024

Reviewed By

Becky Pruitt

Date

09/19/2024 11:05 AM

Started On: 09/19/2024 10:52 AM

CONSENT AND DEVELOPMENT AGREEMENT

AMONG

WILLIAMSON COUNTY, TEXAS;

GRBK EDGEWOOD LLC;

**AVA ROHDE AND RUMMEL & ROHDE FARMS LTD., A TEXAS LIMITED
PARTNERSHIP**

AND

**NORTH FORK MUNICIPAL UTILITY DISTRICT OF WILLIAMSON
COUNTY, TEXAS**

CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this “*Agreement*”) is by **Williamson County, Texas**, a Texas political subdivision (the “*County*”), **GRBK Edgewood LLC** (the “*Developer*”), and **Ava Rohde and Rummel & Rohde Farms LTD., a Texas limited partnership** (the “*Owner*”). Subsequent to its creation, **North Fork Municipal Utility District of Williamson County, Texas**, a proposed municipal utility district to be created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code as contemplated by this Agreement (the “*District*”), will become a party to this Agreement. The County, the Developer, the Owner and the District are sometimes referred to individually herein as a “*Party*” and collectively as the “*Parties*”.

RECITALS

WHEREAS, the Developer has under contract with Owner to purchase approximately 343 acres of land located within the boundaries of the County (the “*Land*”); and

WHEREAS, the Land is more particularly described by metes and bounds and map depiction on the attached **Exhibit A**; and

WHEREAS, the Developer intends that the Land will be developed in phases as a master-planned, residential community that will include park and recreational facilities to serve the Land; and

WHEREAS, the Owner, Developer, and the County wish to enter into this Agreement to encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality development for the benefit of the present and future residents of the County and the Land; and

WHEREAS, the Owner and Developer has proposed to create the District over the Land pursuant an application to be filed with the Texas Commission on Environmental Quality (the “TCEQ”); and

WHEREAS, the purposes of the proposed District include designing, constructing, acquiring, installing, and financing, water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements as authorized by the Texas Constitution and Texas Water Code to serve the area within the District (collectively, the “*District Improvements*”); and

WHEREAS, construction of the District Improvements will occur in phases, as determined by the District and the Developer, and in accordance with this Agreement; the applicable regulations of the County; Chapters 49 and 54, Texas Water Code, as amended; the rules and regulations of the TCEQ, as amended; and applicable state and federal regulations (collectively, the “*Applicable Regulations*”); and

WHEREAS, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapters 49 and 54, Texas Water Code, as amended; and Chapter 791, Texas Government Code, as amended; and

WHEREAS, the County is a political subdivision of the State of Texas and the County has the authority to enter into this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows:

ARTICLE I DEFINITIONS

Section 1.01. Definitions. In addition to the terms defined elsewhere in this Agreement or in the County's regulations, the following terms and phrases used in this Agreement will have the meanings set out below:

Applicable Rules means the County's rules and regulations in effect as of the date of County's execution of this Agreement, including the County's Long Range Transportation Plan ("LRTP"), as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any amendments, approvals, variances, waivers, and exceptions to such rules that are approved by the County; (iii) any applicable interlocal agreement to which the County is a party; and (iv) any additional restrictions or regulations agreed to by Developer in writing.

Agreement means this Consent and Development Agreement.

Commission or TCEQ means the Texas Commission on Environmental Quality or its successor agency.

County means Williamson County, Texas.

Developer GRBK Edgewood LLC and its successors and assigns under this Agreement.

District means the Municipal Utility District identified herein-above, a political subdivision of the State of Texas to be created over the Land.

District Improvements means the water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements, as authorized by the Texas Constitution and Texas Water Code, to serve the District.

Land means approximately 343 acres of land located in Williamson County, Texas, as described by metes and bounds on **Exhibit A**.

LRTP means the Williamson County Long Range Transportation Plan as adopted and as may be amended by the Williamson County Commissioners Court.

Owner means the owner of the Land, identified herein-above, its company or its successors and assigns under this Agreement.

Provisional Acceptance means the County accepting a roadway after the completion of construction and approval by the County for traffic operations only, but not for maintenance.

Reimbursement Agreement means any agreement between Developer and District for the reimbursement of eligible costs associated with the construction of any works, improvements, facilities, plants, equipment and appliances necessary to accomplish any purpose or function permitted by the District.

Road Projects means any road projects or improvements in aid of such road projects that the District is authorized to undertake pursuant to Article III, Section 52, Article XVI, Section 59 of the Texas Constitution, as amended, or Chapters 49 and 54, Texas Water Code, as amended, or otherwise pursuant to any authority granted to the District by special act of the Texas Legislature or by Texas law.

Subdivision Roads means all roads within the Land, regardless of size or functional classification, that are not identified as LRTP Arterials or Corridor Projects within the LRTP. Subdivision Roads include, but are not limited to the pavement structure (including but not limited to HMA or concrete surface, base material, subgrade material, geogrid, pavement striping, curbs, gutters, and shoulders), any stormwater conveyance devices (including but not limited to culverts, ditches, channels, storm drains, and inlets), structural components (including but not limited to bridges, bridge-class culverts, and retaining walls), water quality and detention devices, vegetation control, and any improvements in aid of roads.

ARTICLE II CREATION OF DISTRICT AND EXECUTION OF AGREEMENTS

Section 2.01. Creation of District. The County acknowledges receipt of notice of the Owner's request to the TCEQ for creation of the District over the Land. The County agrees that this Agreement will constitute and evidence the County's non-opposition to the creation of the District and that no further action will be required on the part of the County related to the creation of the District. Within 10 business days after the County's execution of this Agreement, the County shall withdraw any pending request for a contested case hearing and withdraw as a party from the TCEQ proceeding captioned *Petition by Ava Rohde and Rummel & Rohde Farms LTD., a Texas limited partnership for the creation of North Fork Municipal Utility District of Williamson County* TCEQ Docket No. D-07022024-003 ("TCEQ Proceeding"). Failure of the County to withdraw any pending request from the TCEQ Proceeding in accordance with this paragraph renders this Agreement null and of no further force or effect.

Section 2.02. District Execution of Agreement. The Developer shall cause the District's Board of Directors to approve, execute, and deliver to the County this Agreement within thirty (30) days after the date the District's Board of Directors holds its organizational meeting.

**ARTICLE III
ROADWAY IMPROVEMENTS**

Section 3.01. Right of Way Dedications.

(a) LRTP Corridor Project Dedication. The County has adopted a LRTP which provides for the planning and future construction of certain road corridors within the County (“Corridor Project”). The Owner, Developer, or an affiliated entity under common control of the Owner or Developer will convey, or cause to be conveyed, by special warranty deed, in fee simple and free and clear of all liens and encumbrances, to County, at no cost to the County, 100% of the right-of-way owned by Owner, Developer, or an affiliated entity under common control of the Owner or Developer required for any roads which are shown within and/or adjacent to the boundaries of the Land as Corridor Projects in the LRTP, as depicted in **Exhibit B**, within the earlier of thirty (30) days after the final alignment for any Corridor Project is set; or, in the case that a final alignment for any Corridor Project has not been set, prior to the approval of any preliminary plat containing any Corridor Project within or adjacent to the Land. To the extent the right-of-way dedication is needed on land that is outside the boundaries of the Land and is that is not otherwise owned by Owner, Developer, or any affiliated entity under common control of Developer or Owner, the County shall be responsible for acquiring said right-of-way.

(b) LRTP Arterial(s) Dedication. The Owner, Developer, or an affiliated entity under common control of Owner or Developer will dedicate to the County, in fee simple and free and clear of all liens and encumbrances, at no cost to the County, through plat or otherwise, as determined by the County, 100% of the right-of-way owned by the Owner, Developer, or an affiliated entity under common control of Owner or Developer required for any roads which are shown within and/ or adjacent to the boundaries of the Land as arterial roadways in the LRTP (“LRTP Arterial(s)”), as depicted in **Exhibit B**. To the extent the right-of-way dedication is needed on land that is outside the boundaries of the Land and is not owned by Owner, Developer, or an affiliated entity under common control of Owner or Developer , the County shall be responsible for acquiring said right-of-way.

(c) Right of Way Reimbursements. The Owner and Developer reserves the right to seek reimbursement for any such right-of-way dedications from the District in accordance with the laws of the State of Texas. The Parties acknowledge that the final location of any Corridor Project and/or LRTP Arterial(s) right-of-way may be subject to minor changes from those shown on **Exhibit B**, subject to approval by Owner or Developer which will not be unreasonably withheld. Owner and Developer shall have no obligation to convey any lands to the County not located within or adjacent to the Land.

Section 3.02. Road Construction. Except in cases when the Owner, Developer or District constructs a portion of a Corridor Project to serve the District pursuant to the Applicable Rules, the County agrees that it or another governmental entity, not including the District, will be responsible for the design and construction of any Corridor Project and paying the cost for same. The actual construction date of any Corridor Project is at this time undetermined and dependent upon the success of future County or City road bond elections. The construction of all Subdivision Roads shall be the responsibility of the Owner, Developer or the District and shall be constructed

pursuant to the then existing Williamson County Subdivision Regulations and any other Applicable Rules. The Owner and Developer shall be entitled to reimbursement for expenses of such Subdivision Roads from the District, as allowed by the laws of the State of Texas.

Section 3.03. Road Maintenance. The County will not ever accept the Subdivision Roads for maintenance and the Owner, Developer and District acknowledge and agree that the District shall be solely responsible for all maintenance, repair and/or reconstruction of Subdivision Roads, including paying the cost for same, and, except for traffic operations, the County shall not be responsible those items. The Owner and Developer hereby acknowledges and agrees that it shall cause the District creation to include the powers and authority necessary to maintain, repair and or reconstruct such Subdivision Roads. The District shall not be responsible for maintenance of any roads other than Subdivision Roads.

ARTICLE IV DEVELOPMENT OF LAND

Section 4.01. Uniform and Continued Development. The Parties intend that this Agreement provides for the uniform review and approval of plats and development plans for the Land; and provide other terms and consideration. Accordingly, the portion of the Land within the County will be developed and the infrastructure required for such portion of the Land will be designed and constructed in accordance with the Applicable Rules and this Agreement. Subject to the terms and conditions of this Agreement, the County confirms and agrees that the Owner and Developer have vested authority to develop the portion of the Land located in the County in accordance with the Applicable Rules in effect as of the date of the County's execution of this Agreement. Applicable Rules or changes or modifications to the Applicable Rules adopted after the date of County's execution of this Agreement will only be applicable to the extent permitted by Chapter 245, Texas Local Government Code. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

Section 4.02. Additional Land. Any land located in Williamson County, Texas that is added to the District in addition to the Land described in **Exhibit A**, whether by annexation or any other means, shall be considered part of the Land and subject to the terms and conditions of this Agreement; provided, however, such additional land shall be excepted from the vesting rights set out in Section 4.02 and shall be developed in accordance the Applicable Rules in effect on the date a complete plat application or development permit is filed with the County for the specific portion of the additional land that is sought to be developed.

Section 4.03. Manufactured Home for District Elections. One (1) HUD-certified manufactured home may be located within the Land solely for the purpose of providing qualified voters within the District for the District's confirmation, director, and bond elections. The manufactured home permitted by this Agreement will not require any permit or other approval by the County and will be promptly removed when no longer needed.

ARTICLE V
TERM, ASSIGNMENT, AND REMEDIES

Section 5.01. Term. The term of this Agreement shall commence following the County's, Owner's, and Developer's execution hereinbelow and shall continue until the District is dissolved in accordance with the laws of the State of Texas or until this Agreement terminates by its terms, whichever is sooner.

Section 5.02. Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the County, the Owner, and the Developer and following creation of the District, the District. This Agreement may be terminated or amended only as to a portion of the Land at any time by the mutual written consent of the County, the owner of the portion of the Land affected by the amendment or termination and, following creation of the District, the District. After full-build out of the Land and issuance of all bonds by the District for reimbursement of Owner's or Developer's eligible costs, this Agreement may be terminated or amended at any time by the mutual written consent of the County and the District. Owner may terminate this Agreement at any time by providing written notice of termination to the Developer and County prior to creation of the District by final nonappealable order of TCEQ in the event Developer does not close on the purchase of the Land. In the event of such termination, Owner shall withdraw, or cause to be withdrawn, from TCEQ the application for creation of the District.

Section 5.03. Assignment.

(a) This Agreement, and the rights of the Owner and Developer hereunder, may be assigned by the Owner and Developer, with the County's written consent which will not be unreasonably withheld, as to all or any portion of the Land. Any assignment will be in writing, specifically set forth the assigned rights and obligations, be executed by the proposed assignee, and be delivered to the County. Notwithstanding the foregoing, Owner and Developer shall have the right to assign the Agreement, in whole or in part, to any affiliated entity under common control of the Owner or Developer without the County's written consent; provided, however, that the Owner or Developer shall provide the County written notice of the assignment to the affiliated entity under common control.

(b) The terms of this Agreement will run with the Land and will be binding upon the Owner, Developer, and its permitted assigns, and shall survive judicial or non-judicial foreclosure, for so long as this Agreement remains in effect.

(c) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully subdivided, developed, and improved lot within the Land.

Section 5.04. Remedies.

(a) If the County defaults under this Agreement, the Owner, Developer, or the District may give notice setting forth the event of default ("Notice") to the County. If the County fails to cure any default that can be cured by the payment of money ("Monetary Default") within forty-five (45) days from the date the County receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default

within forty-five (45) days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Developer or the District may enforce this Agreement by a writ of mandamus from a Williamson County District Court or terminate this Agreement.

(b) If the Owner or Developer or the District defaults under this Agreement, the County may give Notice to the defaulting party. If the Owner or Developer or the District fails to cure any Monetary Default within forty-five (45) days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within forty-five (45) days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the County may enforce this Agreement by injunctive relief against the defaulting party from a Williamson County District Court or terminate this Agreement. If Developer fails to cause the District's Board of Directors to approve, execute, and deliver to the County this Agreement as required by Section 2.02 of this Agreement, the County shall have the right to enjoin Developer from executing any Reimbursement Agreements with the District and collecting reimbursements from the District for Developer's eligible costs until this Agreement is approved and delivered to the County.

(c) If any Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses, and court costs from the non-prevailing Party.

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 6.01. Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

County: Williamson County
Attn: County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78628

Developer: At the address set forth under Owner's execution below

District: At the address set forth under Owner's execution below

Owner(s): At the address set forth under Owner's execution below

With Copy to:

GRBK Edgewood LLC
Attn: Hilary Liston
5501 Headquarters Dr.
Suite 300W
Plano, TX 75024
Telephone No.: (214)957-5444
Email:hliston@greenbrickpartners.com

The Parties may change their respective addresses to any other address within the United States of America by giving at least five days' written notice to the other party.

Section 6.02. Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Section 6.03. Waiver. Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 6.04. Applicable Law and Venue. The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

Section 6.05. Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

Section 6.06. Exhibits, Headings, Construction, and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings

contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 6.07. Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 6.08. Authority for Execution. The County certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with state law. The Owner, Developer, and District hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of the Owner, Developer, and District.

Section 6.09 Force Majeure. If, by reason of force majeure, any Party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the Party whose performance is so affected must give notice and the full particulars of such force majeure to the other Parties within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The Party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch. The term “*force majeure*” means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming such inability.

Section 6.10. Interpretation. As used in this Agreement, the term “including” means “including without limitation” and the term “days” means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

Section 6.11. No Third-Party Beneficiary. This Agreement is solely for the benefit of the Parties, and neither the County, the District, the Owner, nor the Developer intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this

Agreement or otherwise upon anyone other than the County, the District, and the Owner, and the Developer (and any permitted assignee of the Owner or Developer).

Section 6.12. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A - Metes and Bounds Description and Map of the Land

Exhibit B - LRTP Corridor Project and/or Arterial Locations

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below.

(Signatures on the following pages.)

**WILLIAMSON COUNTY, TEXAS
(COUNTY)**

By: _____

Name: _____

Title: As Presiding Officer of the Williamson
County Commissioners Court

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 20____, by_ _____, as Presiding Officer of the Williamson County Commissioners Court, on behalf of said County.

Notary Public Signature

(Seal)

DEVELOPER:

GRBK Edgewood LLC,
a Texas limited liability company

By: Austin Evetts

Name: Austin Evetts

Its: Authorized Signer

Date: 9/19/2024

Address for Notice:

9430 Research Blvd.

Echelon Bldg. IV, Ste. 180

Austin, TX 78759

Attn: Austin Evetts

THE STATE OF TEXAS

§

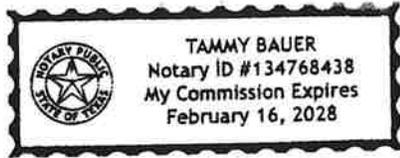
COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on the 19th day of September, 2024,
by Austin Evetts, as Authorized Signer of GRBK Edgewood LLC, a Texas limited liability
company, on behalf of said company.

(SEAL)



Tammy Bauer
Notary Public Signature

OWNER:

Ava Rohde

Ava Rohde

RUMMEL & ROHDE FARMS LTD.,
A Texas limited partnership

By: Rummel & Rohde Management, LLC, a
Texas limited liability company, its general
partner

By: Ava Rohde

Name: Ava Rohde

Its: Manager

Date: 09-18-2024

Address for Notice:

PO Box 9184, Horseshoe Bay, TX 78657
Attn: Ava Rohde

THE STATE OF California
COUNTY OF San Diego

§
§
§

This instrument was acknowledged before me on the 18th day of September, 2024, by Ava Rohde, both individually and as Manager of Rummel & Rohde Management, LLC, general partner of Rummel & Rohde Farms Ltd., a Texas limited partnership, on behalf of said limited partnership.

**SEE NOTARY
ATTACHMENT**

(SEAL)

Notary Public Signature

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

On September 18, 2024 before me,

Patricia Rosales **NOTARY PUBLIC**
Here Insert Name and Title of the Officer

personally appeared

Ava Ronde
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Patricia Rosales
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Consent & Development Agreement Among Williamson County, Texas

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

**NORTH FORK MUNICIPAL UTILITY
DISTRICT OF WILLIAMSON COUNTY**

By: _____

Name: _____

Title: _____

Date: _____

Address for Notice:

Attn: _____

_____, _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____,
_____, by _____, President of the Board of
Directors of _____ Municipal Utility District No. _____, on behalf of said
District.

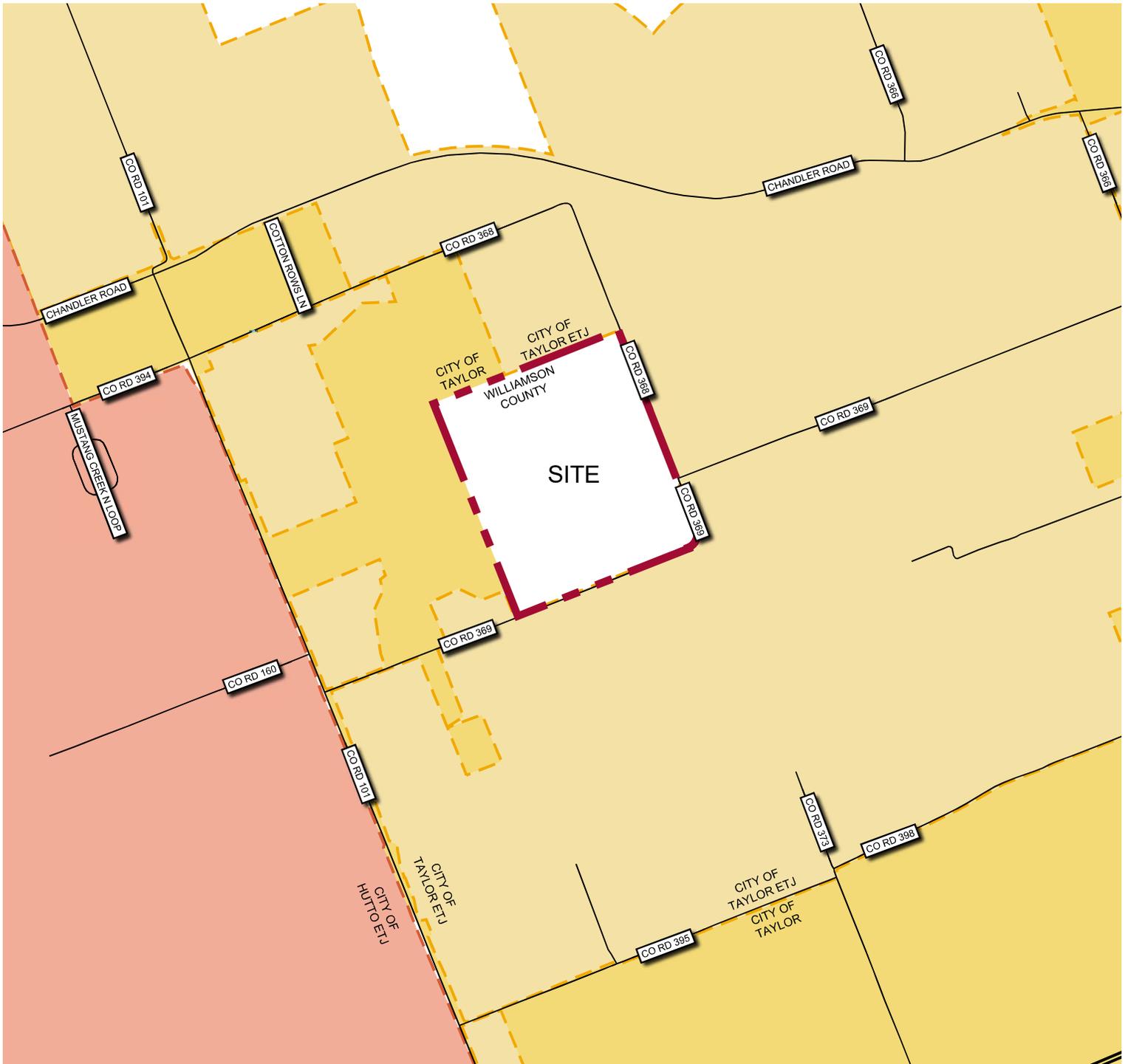
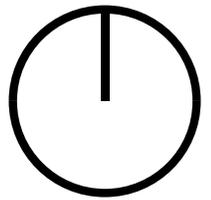
(SEAL)

Notary Public Signature

EXHIBIT A

Metes and Bounds Description
and
Map of the Land

[attached]



LOCATION MAP
SCALE: N.T.S.

EXHIBIT "A"

North Fork MUD

30.592479, -97.481952
Williamson County, Texas
April 2024

Kimley»Horn

501 S. Austin Avenue, Suite 1310
Georgetown, TX 78626
512-520-0768
State of Texas Registration No. F-928

NOTES:
1. THIS PLAN IS CONCEPTUAL IN NATURE AND MAY HAVE BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.
2. FLOOD PLAN SHOWN IS SUBJECT TO CHANGE BASED ON A MORE DETAILED FULLY DEVELOPED FLOOD STUDY ANALYSIS.
3. AERIAL IMAGE BY NEARMAP, COPYRIGHT 2024

**A METES AND BOUNDS
DESCRIPTION OF
A 343.069 ACRE TRACT OF LAND**

BEING a 343.069 acre (14,944,096 square feet) tract of land situated in the James C. Eaves Survey, Abstract 213, Williamson County, Texas; and being all of that certain 344.99 acre tract described in Correction Special Warranty Deed to Rummel and Rohde Farms LTD. in Document No. 2011077685 of the Official Public Records of Williamson County, inclusive of that certain 1.700 acre tract described in Special Warranty Deed to Carlton and Ava Rohde in Document No. 2011056564 of the Official Public Records of Williamson County; said 344.99 acres being all of that certain 347.38 acres in Volume 17, Page 368 of the Deed Records of Williamson County, save and except the following tracts:

- that certain 10-foot wide 0.69 acre strip of land in Volume 361, Page 508 of the Deed Records Williamson County;
- that certain 0.452 acre tract described in instrument to Williamson County, Texas, in Document No. 2002062281 of the Official Public Records of Williamson County;
- and a portion of the original 347.38 acre tract along it's east boundary for which no conveyance was located that appears to reside with the current area of County Road 368 (width varies by occupation);

BEGINNING at a 5/8-inch iron pipe found on the apparent northwesterly right-of-way line of County Road 369 (variable width public right-of-way, no dedication found) marking the southwest corner of said 344.99 acre tract and the southeast corner of that certain Tract 8 described as 338.192 acres in instrument to Terrel Timmermann Farms LP., recorded in Document No. 2017102681 of the Official Public Records of Williamson County;

THENCE, along the common line of said 344.99 acre and 338.192 acre tracts the following two (2) courses and distances:

1. North 21°36'38" West, 4149.44 feet to a 3/4-inch iron pipe found marking the northwest corner of said 344.99 acre tract, and an interior corner of the said 388.192 acre tract;
2. North 68°12'34" East, 3609.61 feet to a point on the apparent southwesterly right-of-way line of said County Road 368, marking the southeast corner of that certain 126.10 acre tract described in instrument to Ruby L. Cottle, et al, in Document No. 2003078952 of the Official Public Records of Williamson County, and the northeast corner of the herein described tract; said point for corner bears North 5°43'43" West, 10.83 feet to a found 1/2-inch iron rod with orange cap stamped "BTS";

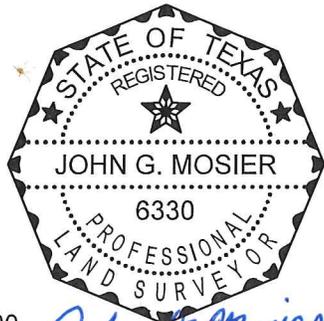
THENCE, South 21°23'01" East, 3880.09 feet along the apparent southwesterly right-of-way line of said County Road 368 to a 1/2-inch iron rod with orange cap stamped "BTS" found marking the north corner of said save and except 0.452 acre tract;

THENCE, along the northwesterly and southwesterly lines of said save and except 0.452 acre tract, same being the right-of-way line of said County Road 369, the following three (3) courses and distances:

1. South 68°42'07" West, 1.72 feet to a 1/2-inch iron rod with orange cap stamped "BTS" found at the beginning of a curve;
2. in a southwesterly direction along a non-tangent curve to the right, having a central angle of 90°27'38", a radius of 260.00 feet, a chord bearing and distance of South 23°14'09" West, 369.17 feet, and a total arc length of 410.50 feet to a 1/2-inch iron rod with orange cap stamped "BTS" found for corner;
3. South 21°39'13" East, 18.93 feet to a 1/2-inch iron rod with orange cap stamped "BTS" found on the apparent northwesterly right-of-way line of said County Road 369, marking the southwest corner of said save and except 0.452 acre tract;

THENCE, South 68°23'18" West, 3332.18 feet along the apparent northwesterly right-of-way line of said County Road 369 to the **POINT OF BEGINNING**, and containing 343.069 acres of land in Williamson County, Texas. The basis of this description is the Texas State Plane Coordinate System, Central Zone (FIPS 4203) (NAD'83). All distances are on the Surface and shown in U.S. Survey Feet. The Combined Surface to Grid Scale Factor is 0.9998800143. This description was generated on 4/11/2024 at 9:00 AM, based on geometry in the drawing file K:\SNA_Survey\064537560-GREEN BRICK - TaylorDwg\Exhibits\343.069 ACRES-MUNICIPAL UTILITY DISTRICT.dwg, in the office of Kimley-Horn and Associates in San Antonio, Texas

LINE TABLE			CURVE TABLE					
NO.	BEARING	LENGTH	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
L1	S68°42'07"W	1.72'	C1	90°27'38"	260.00'	410.50'	S23°14'09"W	369.17'
L2	S21°39'13"E	18.93'						

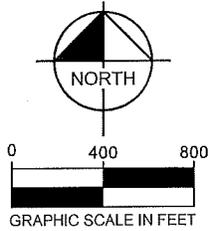


JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com

John G. Mosier
4-11-2024

**EXHIBIT OF
343.069 ACRE TRACT
MUNICIPAL UTILITY DISTRICT
J.C. EAVES SURVEY,
ABSTRACT NO. 213
WILLIAMSON COUNTY, TEXAS**

Kimley»Horn					
10101 Reunion Place, Suite 400 San Antonio, Texas 78216		FIRM # 10193973		Tel. No. (210) 541-9166 www.kimley-horn.com	
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MAV	JGM	4/11/2024	064537560	1 OF 2



CALLLED 126.10 ACRES
RUBY L. COTTLE, ET AL
DOC# 2003078952 OPRWC
N68°12'34"E 3609.61'

APPARENT
ROW LINE

CALLLED 0.68 ACRES
SAM STONE COUNTY
JUDGE WILLIAMSON
COUNTY TEXAS
VOL. 361, PG. 508 DRWC
COUNTY ROAD 368
(VARIABLE WIDTH PUBLIC R.O.W.)

CALLLED EAST LINE OF
347.38 ACRES AND
WITH THE J.C. EAVES
SURVEY, ABSTRACT 213
VOL.17, PG.368 DRWC

CALLLED 344.99 ACRES
(346.69 AC. S&E 1.700 AC.)
RUMMEL AND ROHDE FARMS LTD.
DOC# 2011077685 OPRWC

CALLLED 347.38 ACRES
VOL.17, PG.368 DRWC

TITLE OF AREA IN ROW OF
COUNTY ROAD APPEARS
TO REMAIN WITH ROHDE

CALLLED 0.452 ACRES
WILLIAMSON COUNTY
TEXAS
DOC# 2020092981
OPRWC

3/4" IPF

JAMES C. EAVES SURVEY
ABSTRACT NO. 213

CALLLED 338.192 ACRES
(TRACT 8)
TERRELL TIMMERMANN
FARMS LP.
DOC# 2017102681 OPRWC
HEREIN DESCRIBED IN
DOC# 9619524
ORWC

MUNICIPAL UTILITY
DISTRICT
343.069 ACRES
14,944,096 SQ. FT.

N21°36'38"W 4149.44'

CALLLED 10.092 ACRES
SARAH WHITE
DOC# 2017003075
OPRWC

CALLLED 1.700 ACRES
CARLTON AND AVA ROHDE
DOC# 2011056564
OPRWC

1/2" IRFC
(ORANGE CAP BTS)

1/2" IRFC
(ORANGE CAP BTS)

1/2" IRFC
(ORANGE CAP BTS)

L1

C1

L2

GEODETIC NOTE: THE BEARINGS SHOWN
HEREON ARE BASED ON THE TEXAS STATE
PLANE COORDINATE SYSTEM, CENTRAL ZONE
(FIPS 4203) (NAD'83), AS DETERMINED BY THE
GLOBAL POSITIONING SYSTEM (GPS). ALL
DISTANCES SHOWN HEREON ARE ON THE
SURFACE. THE COMBINED SURFACE TO GRID
SCALE FACTOR FOR THE PROJECT IS
0.9998800143. THE UNIT OF LINEAR
MEASUREMENT IS U.S. SURVEY FEET.

POB

S68°23'18"W 3332.18'

COUNTY ROAD 369
(VARIABLE WIDTH PUBLIC R.O.W.)

CERTIFICATION: THIS IS A LEGAL DESCRIPTION
BASED ON A FIELD SURVEY BY KIMLEY-HORN
PERSONNEL. NO IMPROVEMENTS ARE SHOWN.
NO EXISTING EASEMENTS ARE SHOWN. THIS IS
NOT A LAND TITLE SURVEY. SEE THE
SEPARATE LAND TITLE SURVEY UNDER JOB
NO.064537560 FOR ADDITIONAL INFORMATION.

EXHIBIT OF
343.069 ACRE TRACT
MUNICIPAL UTILITY DISTRICT
J.C. EAVES SURVEY,
ABSTRACT NO. 213
WILLIAMSON COUNTY, TEXAS

LEGEND:

- POB = POINT OF BEGINNING
- IRSC = 1/2" IRON ROD W/ "KHA" CAP SET
- IRFC = IRON ROD FOUND (WCAP STAMPED "____")
- IPF = IRON PIPE FOUND
- DRWC = DEED RECORDS WILLIAMSON COUNTY
- PRWC = PLAT RECORDS WILLIAMSON COUNTY
- OPRWC = OFFICIAL PUBLIC RECORDS
WILLIAMSON COUNTY

SEE PAGE 1 OF 2
FOR SURVEYOR'S
SIGNATURE AND SEAL

Kimley»Horn

10101 Reunion Place, Suite 400
San Antonio, Texas 78216 FIRM # 10193973

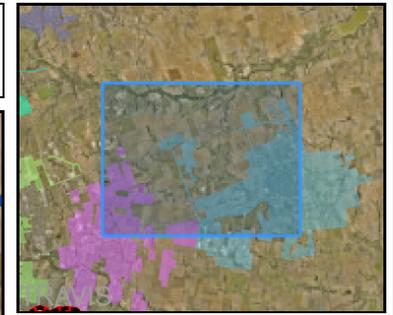
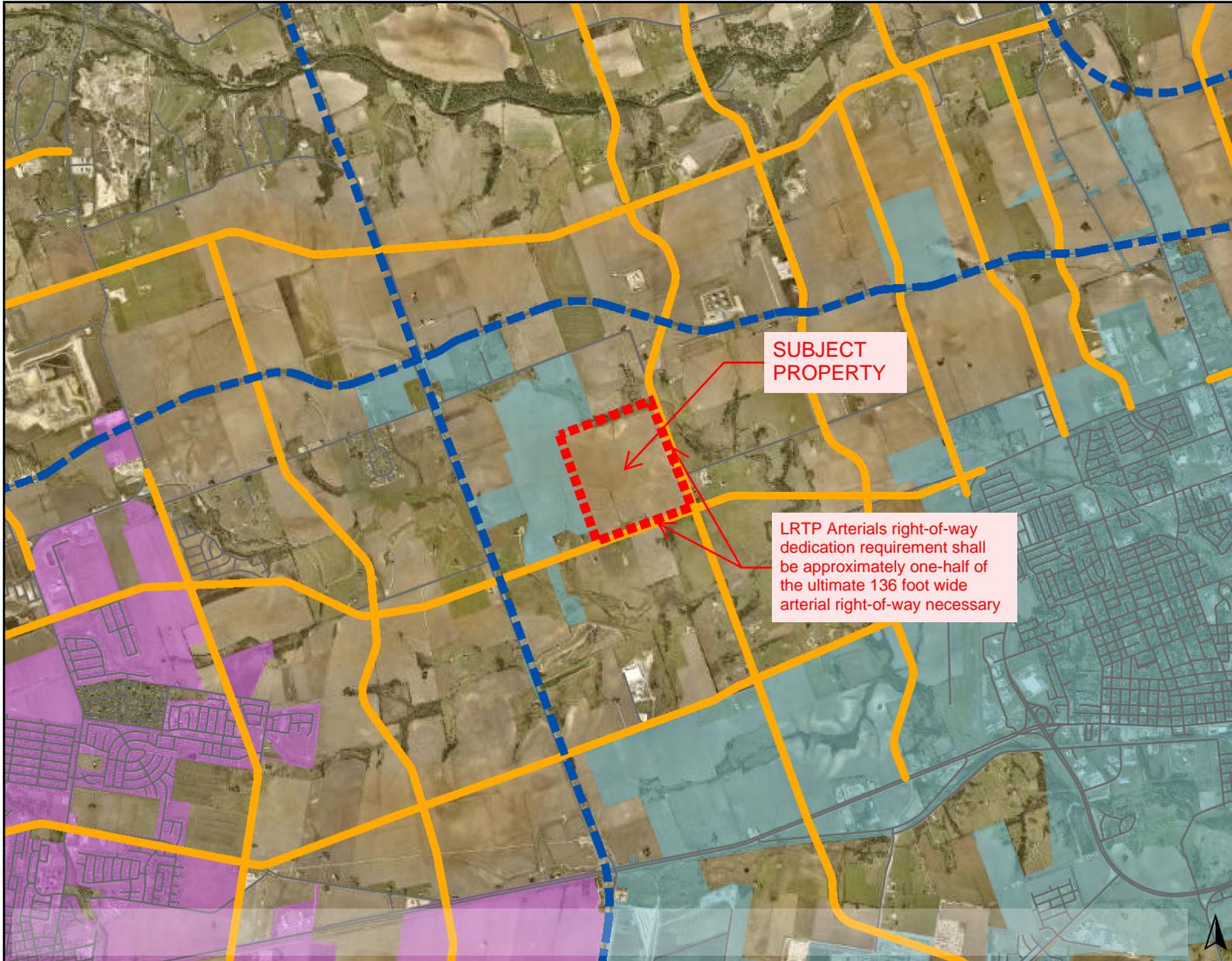
Tel. No. (210) 541-9166
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 800'	MAV	JGM	4/11/2024	064537560	2 OF 2

EXHIBIT B

Corridor Project and/or LRTP Arterial Locations

[attached]



Legend

Boundary

County Boundary



Transportation Plan

Long Range Transportation Plan

- Arterial - Proposed (Yellow line)
- Controlled Access - Proposed Local (Blue dashed line)
- Controlled Access - Proposed State (Blue dashed line)

Streets

Streets



Municipalities

Incorporated Cities

- HUTTO (Purple shaded area)
- TAYLOR (Blue shaded area)

Imagery

- Red: band_1 (Red square)
- Green: band_2 (Green square)
- Blue: band_3 (Blue square)

Notes



1:72224

This map and data are for general planning purposes only. The base map 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.

9/17/2024 4:29:37 PM

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Commissioners Court - Regular Session

40.

Meeting Date: 09/24/2024

North Barker Street JMT Contract Amendment No. 1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the North Barker Street contract between Williamson County and Johnson, Mirmiran & Thompson, Inc. (JMT) relating to the 2023 Road Bond Program. Project: P689. Fund Source: Road Bonds

Background

This Contract Amendment No. 1 amends the Contract compensation cap by \$65,000.00 from \$200,000.00 to \$265,000.00. This will allow for the execution of Work Authorization #2 in the amount of \$183,304.00 for the PS&E design and Bid Phase services on the North Barker Street project in Precinct 4.

Fiscal Impact

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

Attachments

NBarkerSt-JMT-ContractAmendment01
NBarkerSt-JMT-WA01Supp02(Deductive)
NBarkerStPSE-JMT-WA02

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Marie Walters
Final Approval Date: 09/19/2024

Reviewed By

Becky Pruitt

Date

09/19/2024 11:23 AM
Started On: 09/18/2024 11:33 PM

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
North Barker Street ("Project")

THIS CONTRACT AMENDMENT NO. 1 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 Johnson, Mirmiran & Thompson, Inc. (JMT) (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 March 19, 2024 (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 \$200,000.00; 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 \$200,000.00 to \$265,000.00

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, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

COUNTY:

By: K. Flagg
Signature

By: _____
Signature

Kristi D. Flagg, P.E.
Printed Name

Printed Name

Senior Vice President
Title

Title

9/13/2024
Date

Date

APPROVED
By Christen Eschberger at 9:09 am, Sep 19, 2024

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD BOND PROJECT:
NORTH BARKER STREET

This Supplemental Work Authorization No. 2 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 19, 2024 (“Contract”) and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Johnson, Mirmiran & Thompson, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective March 22, 2024 (the “Work Authorization”);

WHEREAS, the County and the Engineer executed Supplemental Work Authorization No. 1 dated effective June 25, 2024 (the “Work Authorization”);

WHEREAS, pursuant to Article 14 of 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 Engineer 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 reduced from \$84,630.00 to \$61,793.00. This is to reflect a deduction of \$22,837.00.

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 Engineer have executed this Supplemental Work Authorization, to be effective as of the date of the last party's execution below.

ENGINEER:

By: K. Flagg
Signature

Kristi Flagg
Printed Name

Senior Vice President
Title

9/16/2024
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

APPROVED
By Christen Eschberger at 9:10 am, Sep 19, 2024

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 2

PROJECT: North Barker Street

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 19, 2024 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Johnson, Mirmiran & Thompson, Inc. (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$183,304.00.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on May 30, 2025. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

Continued next page

EXECUTED THIS _____

ENGINEER:

Johnson, Mirmiran & Thompson, Inc.

By: K. Flagg
Signature

Kristi Flagg
Printed Name

Senior Vice President
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 Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

APPROVED
By Christen Eschberger at 9:10 am, Sep 19, 2024

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY
NORTH BARKER STREET

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 Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.
3. Obtain Rights of Entry from landowners that are unwilling to grant access to the Engineer.
4. Provide available appropriate County data on file, plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).
5. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.
6. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and final acceptance of all documents.
7. Submittal of documentation to regulatory agencies for review and comment, when specified.
8. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.
9. Post and maintain project information for public consumption on the County website.
10. Assist with Coordination between the Engineer and the County's other subconsultants.
11. Negotiate with all utility companies for any agreements and/or relocations required.
12. Provide an agent as necessary to secure proposed ROW.

13. Provide construction observation and review contractor pay applications and progress.
14. Provide Engineer with Contractor submittals, Requests for Information (RFI's), shop drawings, and correspondence.
15. Review Engineer progress, submittals, and plan changes.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER
DESIGN SERVICES FOR NORTH BARKER STREET

PROJECT DESCRIPTION

Project Limits

From County Road 424 to the East end of North Barker Street (approximately 900 feet in length).

Existing Facility

North Barker Street is an uncurbed asphalt road that is approximately 18' wide with no shoulders and no pavement markings. There is a large channel, Spring Branch, between North Barker Street and South Barker Street. The existing right-of-way is approximately 25'.

Proposed Facility

The proposed improvements include resurfacing North Barker, channel improvements, between North and South Barker Streets, reestablish the channel on Stiles Foundation property, and the development of an emergency vehicle crossover.

Design Criteria

The project will be designed in accordance with the Williamson County Design and City of Thrall design criteria. It is anticipated that in most cases the most stringent of the design criteria will be used.

1. PROJECT MANAGEMENT

- a. Shall designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.
- b. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS (6 months assumed):
 - Submit monthly progress status reports to the GEC. Progress reports will include 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. QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) PLAN:
- For each deliverable, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.
 - Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.
- d. PROJECT COORDINATION & ADMINISTRATION:
- Prepare and maintain routine project record keeping including records of meetings.
 - 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, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries.
- e. PROGRESS/COORDINATION MEETINGS (6 external meetings assumed):
- Attend a kickoff meeting and coordination/progress meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
 - Prepare agenda and sign-in sheets for external coordination/progress meetings.
 - Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
 - Conduct internal coordination meetings as required to advance the development of the project.

f. PROJECT SCHEDULE:

- Develop a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to County as part of each milestone and as requested.
- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables.

g. DELIVERABLES:

- Monthly Invoices and Progress Reports
- Meeting Minutes, Sign-In Sheets, and Agendas

2. ROUTE AND DESIGN STUDIES

a. DATA COLLECTION:

- Perform record research and obtaining existing information, including but not limited to as-built plans, construction plans, right of way maps, environmental reports, studies, future land use maps, floodplain data, floodplain and drainage models and analyses. Obtain construction plans for projects within the project limits and abutting TxDOT and County Roads. Obtain drainage studies, reports, and mapping for the project area, including reports for developments affecting the drainage area.
- Develop and maintain adjacent property ownership information (including owner's name, mailing address, property address, property id number) spreadsheet to be used for disseminating project information.
- Review aerial photography and contours provided by Williamson County. County provided aerial photography, and contours will be the basis for developing Geometric design.
- Review the data collected and organize the information.

b. STAKEHOLDER COORDINATION (6 meetings assumed):

- Prepare agendas, sign in sheets, meeting minutes, discussion topics, presentations, overall exhibits, and maps of the project limits for stakeholder coordination meetings.

- Coordinate with affected local agencies, County's consultants, and affected property owners.

c. DELIVERABLES:

- Meeting Minutes, Sign-In Sheets, Agendas, Presentations, Maps, and Exhibits for all Stakeholder Coordination Meetings.
- Design Summary Form (pdf and hardcopies)

3. PUBLIC INVOLVEMENT

a. The Engineer will provide general public outreach and engagement throughout the project. A database will be developed and maintained in Excel format which includes nearby property owners and residents, businesses, churches, educational/community organizations, elected/public officials, and any interested individuals. The Engineer will identify and reach out to key stakeholders that may be interested and will collect contact information for updates.

- Support the City with one property owner meeting (up to 1 if requested)

b. PUBLIC MEETING/OPEN HOUSE (1 public meeting assumed):

- Prepare handout materials, presentation, and exhibits for public viewing. Develop an invitation list of affected property owners, elected officials, stakeholders, school districts, local affected agencies, utility owners, and any other individuals who have showed interest in the project.
- Plan, schedule, conduct, and facilitate public meeting to share project information with and collect feedback from citizens and stakeholders. Tasks may include, but not limited to calling and/or visiting potential meeting sites; reserving meeting space; announcing the meetings by distributing meeting information and coordinating with attendees; holding and participating in meeting rehearsals; and facilitating meetings.
- Coordinate meeting announcements such as letters, email notices, signage, media releases, and postings.
- Provide experienced meeting facilitator and attend public open house meetings to solicit input from the general public.

- Prepare public meeting summary and responses to any comments or questions provided.

c. DELIVERABLES:

- Sign-In Sheets, Handouts, Presentations, Maps, and Exhibits for Public Meeting.
- Open House Meeting Summary and comment responses.

4. SURVEYING

a. RIGHT OF ENTRY (1 letter assumed):

- The Engineer to prepare exhibits and provide to the County to prepare and mail right of entry letters per the County's standard for the project team including geotechnical and environmental.

b. FIELD SURVEYING:

- Topographic Survey of Channel through neighborhood. Includes channel cross-sections every 100-ft.
- Tree Survey along channel through neighborhood.
- Boundary/Drainage Easement Survey through neighborhood
- Set Project Control (Horizontal and Vertical)

c. DELIVERABLES:

- Right of Entry Exhibits
- Collect Field Survey Data for hydraulic analysis of channel.
- Survey of Drainage Easement

5. DRAINAGE STUDY

a. HYDROLOGIC/HYDRAULIC MODELING (1 major channel crossing, 1 cross drainage structure assumed):

The culvert crossing and roadway crossing of Spring Branch are assumed to be a low-water crossing and will not safely pass the 25- or 100-yr events without overtopping. In addition, it is expected that there will be some quantifiable increase in peak runoff from Spring Branch to the Stiles Foundation property due to improved channel conveyance (via a proposed concrete trapezoidal or concrete rectangular channel). This increase in peak runoff may result in an increase in peak 100-yr water surface elevations on the Stiles Foundation property.

It is assumed that the drainage easement along Spring Branch, through the residential neighborhood, will remain unchanged and that all proposed improvements shall be located within the existing drainage easement limits. A temporary construction easement will likely be needed to fill in the channel within private property. It is assumed that services of an environmental firm will be needed to evaluate if fill of this channel within private property will constitute fill within Waters of the US, and if this will require a NWP or Individual Permit to resolve.

Prepare hydrologic and hydraulic models or modify existing models (FEMA, drainage districts, river authorities, cities, etc.) if available, to define the drainage infrastructure required for the project. Detail the methodologies employed and recommendations. The analysis will include preparation of a preliminary design of the right of way drainage system, cross drainage structures, right-of-way drainage, major channel crossings to reflect the existing and proposed conditions, recommended minimum pavement elevations based on cross drainage flood elevations, right of way requirements, identify potential needs for FEMA Coordination. HEC-RAS shall be utilized for all stream modeling.

- Develop existing channel cross sections based on data collection.
- Exhibits and analysis will be prepared in the GIS environment to the extent practical.

b. IMPACT ANALYSIS & Drainage Report:

- Prepare a summary drainage report documenting impacts and following the County Bond Program Drainage Standards. Report will document findings of the drainage analysis and will clearly establish potential adverse impacts.
 - Impact Analysis will focus on increases in peak flow rates and water surface elevations for the 100-yr frequency storm.
- c. DELIVERABLES:
- Preliminary & Final Drainage Report.
 - H&H Model

6. ENVIRONMENTAL SERVICES

a. COUNTY DUE DILLIGENCE:

- The Environmental Services will include studies and documentation required, per the Williamson County Environmental Protocol, for the various regulating authorities, including the Texas Historical Commission (THC), U.S. Army Corp of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), Williamson County Conservation Foundation (WCCF), TCEQ and the City of Thrall. The intention of the Environmental Services is to attain the necessary clearance letters and approvals in order to proceed with the proposed project.

b. DATA COLLECTION & FIELD RECONNAISSANCE:

- Obtain and update periodically publicly available information including but not limited to locations of public buildings (schools, churches, parks), aerial photography, National Wetland Inventory Maps, County Soil Survey Maps, TCEQ & EPA Hazardous Materials Database Information, FEMA Floodplain Information, Vegetation Information, Environmental Information from the appropriate local, state, or federal agencies, including for state and federally-listed species, Edwards Aquifer information.
- Conduct a regulatory records review to identify listed hazardous waste generators, treatment, storage and disposal facilities; solid waste landfills, unauthorized sites; documented spills; oil and gas exploration and production sites; and underground storage tank sites within the proposed site location. The review will also identify other environmental risks along the project corridor.

- Conduct field reconnaissance to visually inspect the project site for additional risks and field verify any environmental risks identified by the regulatory records review.
- c. HAZARDOUS MATERIALS INITIAL SITE ASSESSMENT:
- Prepare a Hazardous Materials Initial Site Assessment (ISA) based on the data collection and field reconnaissance conducted and identify potential hazardous material sites that may be impacted by the proposed project. The intended scope does not include preparing a Phase I ESA in compliance with ASTM E1527-21 standards.
- d. SECTION 404 CLEAN WATER ACT COMPLIANCE:
- Conduct a site visit that will determine if water resources are present. If no water resources are identified in the project area, document these findings in the water resources section of the due diligence report.
 - If water resources are present, delineate wetland boundaries and ordinary high-water marks of jurisdictional waters within the project ROW. Prepare a Jurisdictional Waters Delineation Report identifying specific impacts of the project on the Waters of the U.S., measures to minimize the impacts will be identified, and discuss applicable Section 404 options in accordance with current permits and conditions based on data collection and field reconnaissance. It is anticipated that this project will be covered under a Nationwide Permit (NWP 14) without a pre-construction notification (PCN).
- e. HISTORICAL SITE COMPLIANCE:
- Conduct database searches of the THC Atlas to identify properties and districts listed in the NRHP or designated as National Historic Landmarks, SALs, Registered Texas Historic Landmarks, TxDOT's previously surveyed historic districts and properties, and historic bridges. Results of the research will be integrated with other appropriate data sources to prepare a letter to coordinate the project with the THC. If the project is subject to Section 106 of the NHPA, the letter will establish an area of potential effects (APE). If the project is not subject to Section 106, the letter will serve as part of compliance with the Antiquities Code of Texas. This scope does not include historic resources survey.

f. TEXAS ANTIQUITIES CODE (TAC) COMPLIANCE:

- Prepare a Project Initiation Letter, and associated archeological background study that includes results of restricted and publicly-available datasets for archeological sites, cemeteries, surveys, historic monuments, and other pertinent information.
- Coordination with Texas Historical Commission including submittals to Texas Historical Commission and up to one round of comments.

g. DELIVERABLES:

- Draft & Final Environmental Due Diligence Report
- Draft & Final Regulatory Records Review
- Draft & Final Hazardous Materials Initial Site Assessment
- Draft & Final Wetlands Determination
- Draft & Final Historic Resources Coordination Letter
- Draft & Final Archeological Background Study

7. PLAN PREPARATION

- a. Plans shall be prepared per Williamson County criteria including applicable submittal requirements including cost estimate, checklists, hardcopies, CAD files, comment responses, general notes, quantities, updated design schedule, construction time determination.

b. ROADWAY:

- Prepare existing and proposed typical sections, ultimate cross sections created at ultimate increments
- Prepare project layout sheets that identify the project area and limits of work.

c. DRAINAGE:

- Prepare hydraulic calculations for the design of drainage structures on the project and inclusion in the plans.
- Prepare full PS&E for drainage channel and proposed culvert crossing of the drainage channel. PS&E will cover the drainage channel through the residential neighborhood and downstream select clearing/shaping on the eastern landowner's property.
- Effort will include 60%, 100% & Final CDs, quantities, details, and cost estimates.

d. SIGNING & MARKINGS:

- Prepare signing and marking layout per Texas Manual of Uniform Traffic Control Devices (TMUTCD). Detail all non-standard signs or marking details as required for the project.

e. TRAFFIC CONTROL:

- Prepare traffic control plan sequence of construction narrative, per Texas Manual of Uniform Traffic Control Devices (TMUTCD).

f. DELIVERABLES:

- 60% PS&E Submittal
- 100% PS&E Submittal
- Final PS&E Submittal

8. BIDDING PHASE SERVICES

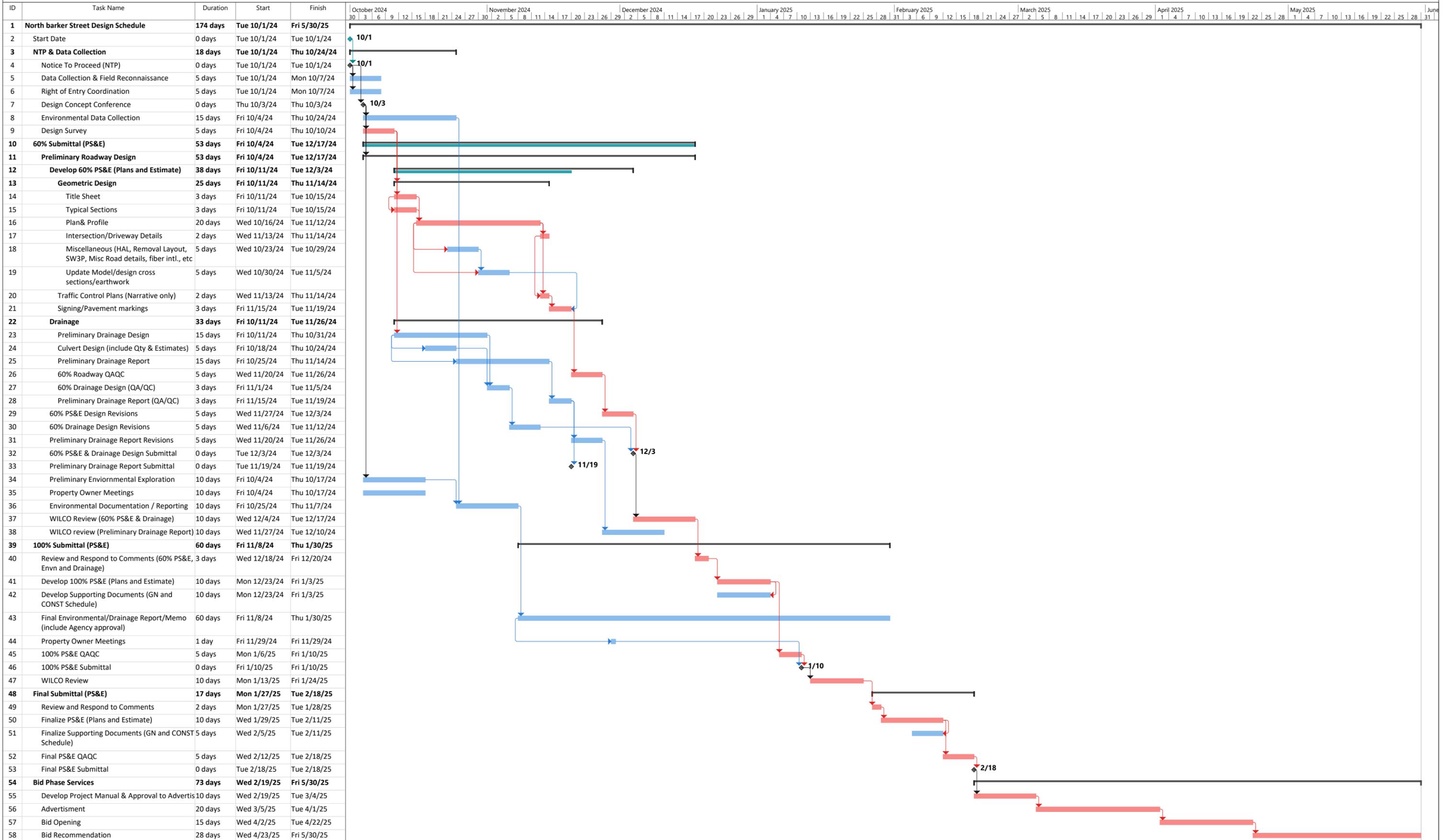
a. BIDDING PHASE SERVICES:

- Prepare all applicable construction documents for bidding. Attend the pre-bid meeting. Respond to bidder's questions during the bid period. Prepare project addenda during bid period. Analyze contractor bids, prepare bid tabulation,

and make recommendations for award to the apparent low bidder. Attend the pre-construction conference.

EXCLUSIONS

- PCN and/or IP
- CLOMR submittal and review period
- LOMR submittal and review period



Project: North Barker Street
 Williamson County
 Date: Wed 9/11/24

**ATTACHMENT D
FEE SCHEDULE**

**FOR
JOHNSON, MIRMIRAN & THOMPSON, INC.**

North Barker Street

For services described in the Scope of Services, we request the compensation as detailed below. Cost breakdowns for engineering services and explanation of expenses are shown on the following pages.

TOTAL FEE

\$ 183,304.00

FEE SCHEDULE

Task	JMT	SCSI	SCHEIBE	HEJL	TOTAL
Task 1 - Project Management	\$ 22,200.00	\$ 3,540.00	\$ 16,220.00	\$ 1,035.00	\$ 42,995.00
Task 2 - Route and Design Studies	\$ 5,370.00	\$ -	\$ -	\$ 700.00	\$ 6,070.00
Task 3 - Public Involvement	\$ 4,055.00	\$ -	\$ -	\$ 610.00	\$ 4,665.00
Task 4 - Surveying	\$ 1,540.00	\$ -	\$ 9,580.00	\$ -	\$ 11,120.00
Task 5 - Drainage Study	\$ -	\$ -	\$ 33,710.00	\$ -	\$ 33,710.00
Task 6 - Environmental Services	\$ 2,400.00	\$ 26,930.00	\$ -	\$ -	\$ 29,330.00
Task 7 - Plan Preparation (60%,100% & Final)	\$ 46,335.00	\$ -	\$ -	\$ -	\$ 46,335.00
Task 8 - Bidding Phase Services	\$ 7,585.00	\$ -	\$ -	\$ -	\$ 7,585.00
ODEs	\$ 592.00	\$ 902.00	\$ -	\$ -	\$ 1,494.00
TOTALS	\$ 90,077.00	\$ 31,372.00	\$ 59,510.00	\$ 2,345.00	\$ 183,304.00

Summary of Manhours by Classification
Johnson, Mirmiran & Thompson, Inc. (JMT)

Description of Work or Task	Principal Engineer \$340.00/Hr	Project Manager \$320.00/Hr	Sr. QC Reviewer \$260.00/Hr	Project Engineer \$200.00/Hr	Design Engineer \$160.00/Hr	EIT \$125.00/Hr	CADD Operator \$120.00/Hr	Jr. CADD Operator \$85.00/Hr	Senior Env. Planner \$240.00/Hr	Admin/Clerical \$100.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task 1 - Project Management												
B. Monthly Progress Reports, Invoices and Billings(6 months)		6								6	12	\$2,520.00
C. Quality Assurance and Quality Control QAQC (60/100/Final PS&Es)	2		24	9	9						44	\$10,160.00
D. Project Coordination & Administration		2		2	6					4	14	\$2,400.00
E. Progress/Coordination Meetings (up to 6)	8	4		4						4	20	\$5,200.00
F. Project Schedule		6									6	\$1,920.00
Task 1 Hours:	10	18	24	15	15					14	96	
Task 1 Subtotal:	\$3,400.00	\$5,760.00	\$6,240.00	\$3,000.00	\$2,400.00					\$1,400.00		\$22,200.00
Task 2 - Route and Design Studies												
A. Data Collection		2		2	1	2					7	\$1,450.00
B. Stakeholder Coordination	6	4								6	16	\$3,920.00
											0	\$0.00
Task 2 Hours:	6	6		2	1	2	0	0		6	23	
Task 2 Subtotal:	\$2,040.00	\$1,920.00		\$400.00	\$160.00	\$250.00	\$0.00	\$0.00		\$600.00		\$5,370.00
Task 3 - Public Involvement												
A. General Public Outreach and Engagement	1	2				2				2	7	\$1,430.00
Property Owner Meeting	2	2									4	\$1,320.00
B. Public Meeting/Open House	1	2				1				2	6	\$1,305.00
Task 3 Hours:	4	6		0	0	3				4	17	
Task 3 Subtotal:	\$1,360.00	\$1,920.00		\$0.00	\$0.00	\$375.00				\$400.00		\$4,055.00
Task 4 - Surveying												
A. Right of Entry Letter		2		2		4					8	\$1,540.00
B. Field Surveying											0	\$0.00
Task 4 Hours:		2		2	0	4				0	8	
Task 4 Subtotal:		\$640.00		\$400.00	\$0.00	\$500.00				\$0.00		\$1,540.00
Task 6 - Environmental Services												
B. Data Collection & Field Reconnaissance											0	\$0.00
Project Contact Database									2		2	\$480.00
C. Hazardous Materials Initial site assessment									2		2	\$480.00
D. Section 404 Clean Water Act Compliance									2		2	\$480.00
E. Historical Site Compliance									2		2	\$480.00
F. Texas Antiquities Code (TAC) Compliance									2		2	\$480.00
Task 6 hours									10		10	\$2,400.00
Task 6 Subtotal:									\$2,400.00			\$2,400.00
Task 7 - Plan Preparation (60%,100% & Final)												
B. Roadway Plans											0	\$0.00
Geometric Design	1	2		2	2		8	12			27	\$3,680.00
Title Sheet / Project Layouts		1		1	1		6	7			16	\$1,995.00
Typical Sections		1		2			6	6			15	\$1,950.00
Plan & Profile Sheets		4		6	10		12	36			68	\$8,580.00
Alignment Data Sheets / Misc. Roadway Details		1		1	4		8	10			24	\$2,970.00
Removal Layouts											0	\$0.00
Generate Cross Sections											0	\$0.00
Quantities/Summary sheet	1	2		2	2	8		15			30	\$3,975.00
Standards, Specification & Estimate	1	2		2	2	8		11			26	\$3,635.00
C. Drainage												
Culvert/Channel		4		4	8	8	8	24			56	\$7,360.00
D. Signing, Markings												
Pavement Markings		2		4	4		10	10			30	\$4,130.00
E. Traffic Control												
Traffic control (Narrative only)		2			8		2	8			20	\$2,840.00
Small Signs		1			4		2	8			15	\$1,880.00
Calculate earthwork volumes		1		2	8	8		4			23	\$3,340.00
Task 7 Hours:	3	23		26	53	32	62	151			350	
Task 7 Subtotal:	\$1,020.00	\$7,360.00		\$5,200.00	\$8,480.00	\$4,000.00	\$7,440.00	\$12,835.00				\$46,335.00
Task 8 - Bidding Phase Services												
A. Project Manual Development	2	4								4	10	\$2,360.00
B. Attend Pre-Bid	1				1			1			3	\$585.00
C. Respond to bidder questions	1	2		4	4						11	\$2,420.00
D. Bid tabulations and award recommendation	1	1		2	2	4		4			14	\$2,220.00
Task 8 Hours:	5	7		6	7	4		5		4	38	
Task 8 Subtotal:	\$1,700.00	\$2,240.00		\$1,200.00	\$1,120.00	\$500.00		\$425.00		\$400.00		\$7,585.00
Total Hours all Tasks	28	62	24	51	76	45	62	156	10	28	542	
JMT SUMMARY	\$9,520.00	\$19,840.00	\$6,240.00	\$10,200.00	\$12,160.00	\$5,625.00	\$7,440.00	\$13,260.00	\$2,400.00	\$2,800.00		\$89,485.00

Summary of Direct Expenses
Johnson, Mirmiran & Thompson, Inc. (JMT)

Item Description	Unit	Quantity	Unit Cost	Total Cost
Direct Expenses				
I. Mileage	MILE	100	\$0.670	\$67.00
II. Photocopies B/W (11" X 17")	EA	300	\$0.25	\$75.00
III. Photocopies Color (8.5" X 11")	EA	25	\$1.00	\$25.00
IV. Photocopies Color (11" X 17")	EA	25	\$2.00	\$50.00
V. Large Format Plotting	SF	150	\$2.50	\$375.00
Total Direct Expenses				\$592.00

Summary of Manhours by Classification
Stantec Consulting Services, Inc. (SCSI)

Description of Work or Task	ENV Task	Project	Senior Env.	Env.	Senior	Senior	Senior	Senior	Senior	Senior	Senior	Admin/Clerical	Staff-Hr.	Staff	
	Sr. Project Manager \$190.00/Hr	Manager \$150.00/Hr	Scientist \$150.00/Hr	Scientist \$125.00/Hr	Historian \$180.00/Hr	Historian \$140.00/Hr	Archeologist \$180.00/Hr	Archeologist \$125.00/Hr	Field Tech \$100.00/Hr	GIS Analyst \$150.00/Hr	GIS Analyst \$125.00/Hr	\$100.00/Hr	Totals	Cost / Task Totals	
Task 6 - Environmental Services															
A. County Due Diligence Report	2	2	4	16					16	2	8		50	\$ 6,180.00	
B. Data Collection & Field Reconnaissance		2		8						2	8		20	\$ 2,600.00	
C. Hazardous Materials Initial site assessment	1	2	4	36							8		51	\$ 6,590.00	
D. Section 404 Clean Water Act Compliance	1	2	8	8					24	2	8		53	\$ 6,390.00	
E. Historical Site Compliance	1	1			4	4				4			14	\$ 2,220.00	
F. Texas Antiquities Code (TAC) Compliance	1	1					2	12			6		22	\$ 2,950.00	
	Task 6 Hours:	4	8	12	52	4	4	2	12	24	8	30	160		
	Task 6 Subtotal:	\$760.00	\$1,200.00	\$1,800.00	\$6,500.00	\$720.00	\$560.00	\$360.00	\$1,500.00	\$2,400.00	\$1,200.00	\$3,750.00	\$0.00	\$26,930.00	
Task 1 - Project Management															
D. Project Coordination & Administration		12											12	\$ 1,800.00	
E. Progress/Coordination Meetings (up to 6)		6										6	12	\$ 1,740.00	
	Task 1 Hours:	6	0									6	12		
	Task 1 Subtotal:	\$1,140.00	\$0.00									\$600.00		\$3,540.00	
	SCSI SUMMARY	\$1,900.00	\$1,200.00	\$1,800.00	\$6,500.00	\$720.00	\$560.00	\$360.00	\$1,500.00	\$2,400.00	\$1,200.00	\$3,750.00	\$600.00	172	\$30,470.00

Summary of Direct Expenses
Stantec Consulting Services, Inc. (SCSI)

Item Description	Unit	Quantity	Unit Cost	Total Cost
Direct Expenses				
I. Mileage	MILE	400	\$0.670	\$268.00
II. HazMat Data	EA	1	\$450.00	\$450.00
III. Per Diem	Day	4	\$46.00	\$184.00
Total Direct Expenses				\$902.00

Summary of Manhours by Classification
Scheibe Consulting LLC. (SCHEIBE)

Description of Work or Task	Principal Engineer \$300.00/Hr	Senior Engineer II \$240.00/Hr	EIT III \$145.00/Hr	CADD Tech II \$100.00/Hr	Admin II \$95.00/Hr	GPS Field Crew (2-Man) \$135.00/Hr	RPLS II \$180.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task 1 - Project Management and Administration									
A. Monthly Progress Reports, Invoices and Billings (6 months)	3				12			15	\$2,040.00
C. Quality Assurance and Quality Control (QAQC) plan (60/100/Final PS&Es)		16	16					32	\$6,160.00
D. Project Coordination & Administration (6 months)	3		12					15	\$2,640.00
E. Progress/Coordination meetings (up to 1)	2		4					6	\$1,180.00
F. Project schedule	14							14	\$4,200.00
	Task 1 Hours:	22	16	32	12			82	
	Task 1 Subtotal:	\$6,600.00	\$3,840.00	\$4,640.00	\$1,140.00				\$16,220.00
Task 4 - Surveying									
B. Field Surveying (Channel cross-section development)	1	2		16		32	16	67	\$9,580.00
								0	\$0.00
	Task 4 Hours:	1		16				67	
	Task 4 Subtotal:	\$300.00	\$480.00	\$1,600.00		\$4,320.00	\$2,880.00		\$9,580.00
Task 5 - Drainage Study									
A. Hydrology/Hydraulic Modeling (1 major channel crossing, 1 cross drainage structure)	2	24	120					146	\$23,760.00
B. Impact Analysis & Drainage Report	1	10	50					61	\$9,950.00
	Task 5 Hours:	3	34	170				207	
	Task 5 Subtotal:	\$900.00	\$8,160.00	\$24,650.00					\$33,710.00
Task 7 - Plan Preparation (60%,100% & Final)									
C. Drainage									
Culvert and Drainage Channel Design								0	\$0.00
	Task 7 Hours:	0	0	0				0	
	Task 7 Subtotal:	\$0.00	\$0.00	\$0.00					\$0.00
	SCHEIBE SUMMARY	\$7,800.00	\$12,480.00	\$29,290.00	\$1,600.00	\$1,140.00	\$4,320.00	\$2,880.00	\$59,510.00

Summary of Manhours by Classification
HEJL, LEE & ASSOCIATES, INC. (HLA)

Description of Work or Task	Principal Engineer \$220.00/Hr	Graduate Engineer \$130.00/Hr	Clerical \$75.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task 1 - Project Management					
B. Monthly Progress Reports, Invoices and Billings(6 months)			3	3	\$225.00
C. Quality Assurance and Quality Control QAQC (60/100/Final PS&Es)				0	\$0.00
D. Project Coordination & Administration	3			3	\$660.00
E. Progress/Coordination Meetings			2	2	\$150.00
F. Project Schedule				0	\$0.00
	Task 1 Hours:	3	0	5	8
	Task 1 Subtotal:	\$660.00	\$0.00	\$375.00	\$1,035.00
Task 2 - Route and Design Studies					
A. Data Collection		2		2	\$260.00
B. Stakeholder Coordination	2			2	\$440.00
				0	\$0.00
	Task 2 Hours:	2	2	4	
	Task 2 Subtotal:	\$440.00	\$260.00		\$700.00
Task 3 - Public Involvement					
A. General Public Outreach and engagement				0	\$0.00
Property Owner Meeting	1	3		4	\$610.00
B. Public Meeting/Open House				0	\$0.00
	Task 3 Hours:	1	3	4	
	Task 3 Subtotal:	\$220.00	\$390.00		\$610.00
	Total Hours all Tasks	6	5	5	16
	HEJL SUMMARY	\$1,320.00	\$650.00	\$375.00	\$2,345.00

Commissioners Court - Regular Session

41.

Meeting Date: 09/24/2024

East Wilco Hwy (SE Loop) Seg 2 Antiquities Permit Application

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commissioner (THC), required as part of the Due Diligence Environmental Investigation on the East Wilco Highway (Southeast Loop) Segment 2 Phase 1 project, a Road Bond project in Commissioner Precinct 4.
Project: P392

Background

The permit requests the approval of NRHP/SAL eligibility testing of site 41WM1535, including geophysical survey, mechanical trenching, and hand excavation, required by the Texas Historical Commission. No investigations will take place until a permit is received from the Texas Historical Commission. Portions of this attached application has been redacted prior to placing it on the court agenda, to protect restricted information. Redacted information will be included in the application to the Texas Historical Commission.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

EWH-SELoop-Seg2Ph1-THC-AntiquitiesPermitAppRedacted

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 09/19/2024

Reviewed By

Becky Pruitt

Date

09/19/2024 11:25 AM

Started On: 09/19/2024

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM
ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) 41WM1535 Phase II Testing
County (ies) Williamson County
USGS Quadrangle Name and Number Hutto, TX
UTM Coordinates Zone 14 E 640122 N 3375481
Location Within new SE Loop ROW; between Brushy Creek and CR 163
Federal Involvement Yes No
Name of Federal Agency U.S. Army Corps of Engineers, Fort Worth District
Agency Representative Arlo McKee

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County
Representative Bill Gravell Jr. (County Judge)
Address 710 South Main Street, Suite 101
City/State/Zip Georgetown, TX 78626
Telephone (include area code) 512-943-1150 Email Address ctyjudge@wilco.org

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor _____
Representative _____
Address _____
City/State/Zip _____
Telephone (include area code) _____ Email Address _____

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Amy M. Goldstein
Affiliation Johnson, Mirmiran & Thompson (JMT)
Address 801 E. Old Settlers Blvd. Ste. 102
City/State/Zip Round Rock, TX 78664
Telephone (include area code) 618-978-4064 Email Address agoldstein@jmt.com

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork September 23, 2024
Requested Permit Duration 5 Years 0 Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) NRHP/SAL eligibility testing of site 41WM1535, including geophysical survey, mechanical trenching, and hand excavation.

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility JMT Austin office
Permanent Curatorial Facility Texas Archeological Research Laboratory

IV. LAND OWNER'S CERTIFICATION

I, Bill Gravell Jr., Williamson County, as legal representative of the Land Owner, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit. Signature Date

V. SPONSOR'S CERTIFICATION

I, as legal representative of the Sponsor, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit. Signature Date

VI. INVESTIGATOR'S CERTIFICATION

I, Amy M. Goldstein, as Principal Investigator employed by JMT (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature Amy M. Goldstein Date August 14, 2024

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

FOR OFFICIAL USE ONLY

Reviewer Date Permit Issues
Permit Number Permit Expiration Date
Type of Permit Date Received for Data Entry



August 14, 2024

Research Design and Scope of Work for Eligibility Testing at Site 41WM1535

JMT Project #
16-1813-005

Submitted to:
HNTB
Williamson County





Introduction

Johnson, Mirmiran & Thompson (JMT) proposes National Register of Historic Places (NRHP)/State Antiquities Landmark (SAL) eligibility testing of site 41WM1535 near the City of Hutto, Williamson County, Texas. While working as a subconsultant for JMT, Stantec Consulting Services, Inc. (Stantec) first recorded this site in 2024 during archeological survey of the proposed Southeast Loop Segment 2 corridor (Figures 1 and 2). JMT also proposes limited additional survey where a design change at the intersection of FM 1660 has resulted in an additional 2.3 acres of proposed ROW that was not previously surveyed (Figure 3).

The Southeast Loop Segment 2 corridor extends for 4.09 miles (6.58 km) between CR 137 and FM 3349 (Figures 1 and 2). The proposed roadway would include four main lanes and six frontage road lanes, with turn lanes at intersections as needed. The proposed right-of-way (ROW) width varies from 100 to 560 feet (30.48 to 170.69 m). The depth of impacts throughout most of the project's area of potential effects (APE) is two feet (0.6 m) or less but will extend up to 41 feet (12.5 m) at the bridge location near Brushy Creek.

The project is sponsored by Williamson County and will be constructed on property owned by Williamson County. Since Williamson County is a political subdivision of the state, the project is required to comply with the Antiquities Code of Texas. Since the project will require permits from the United States Army Corps of Engineers (USACE), Fort Worth District, the project must also comply with Section 106 of the National Historic Preservation Act of 1966, as amended.

41WM1535

Stantec archeologists originally recorded site 41WM1535 in January 2024 approximately **REDACTED** (Figure 4). While excavating a backhoe trench, the archeologists encountered Feature 1 at approximately 50 cm below ground surface in the northwest wall of the trench. A 50 cm by 50 cm hand excavated unit was excavated off of the trench wall to better expose the feature in plan view. The feature consisted of at least 17 burned rocks and measured approximately 50 cm wide by 70 cm long and 15 cm thick, although the edges of the feature were not identified (Turner-Pearson et al. 2024). The feature also contained fragments of large mammal rib bone, two of which showed evidence of cutting or scraping. No other artifacts were found within or around the feature, which was described as "remarkably well preserved" (Turner-Pearson et al. 2024:65). Six shovel tests were placed around the feature in an attempt to delineate site boundaries. None of the shovel tests were positive; however, all terminated by a depth of only 45 cm below surface (Turner-Pearson et al. 2024). The backhoe trench in which Feature 1 was encountered was excavated to a depth of 1.5 m without encountering additional cultural material.

Stantec recommended additional archeological investigations at site 41WM1535 to determine its NRHP/SAL eligibility due to the excellent preservation and research potential of Feature 1. Stantec further recommended that work could proceed within the APE except for a buffer area around site 41WM1535 (Figure 5; Turner-Pearson et al. 2024). The Texas Historical Commission (THC) concurred with this recommendation in correspondence dated June 21, 2024.

Regional Cultural Background

The earliest evidence for human occupation in Central Texas comes from the Gault Site in Bell County. Optically stimulated luminescence (OSL) dates of alluvial sediments at the site that are associated with lithic artifacts in stratigraphically lower position than Clovis points date from approximately 16,000-20,000 years before present (BP; Williams et al. 2018). The nearby Debra L. Friedkin Site also contains cultural deposits found stratigraphically below



Clovis. This pre-Clovis lithic assemblage, named the Buttermilk Creek Complex, has been OSL dated to between 13,500 and 15,500 BP (Waters et al. 2018). While these sites present clear evidence for pre-Clovis occupation of Central Texas, little is still known about the lifeways of the people who used these lithic tools.

Both the Gault and Debra L. Friedkin sites also contain stratified deposits representing the rest of the precontact period in Central Texas: Early and Late Paleoindian Periods, the Early, Middle, and Late Archaic Periods, and the Late Prehistoric Period (Rodriguez et al. 2016; Waters et al. 2018). The beginning of the Paleoindian Period (ca. 15,000-8,500 BP) coincided with ameliorating climatic conditions following the close of the Pleistocene epoch that saw the extinction of megafauna such as mammoth and bison antiquus. Cultures dated to the Paleoindian Period are associated with relatively large, fluted, lanceolate projectile points. These points are frequently associated with spurred end scrapers, graters, and bone foreshafts (Collins 2004). While Paleoindian cultures have historically been associated with hunting of extinct megafauna, evidence from nearly all Paleoindian sites in Texas suggests that Paleoindians exploited a diverse set of smaller taxa in addition to megafauna (Bousman et al. 2004). In Central Texas, the Paleoindian Period is typically divided into two sub-periods based on differences in projectile point styles. The Early Paleoindian Period is associated with large, fluted projectile points such as Clovis, Folsom, Dalton, Sand Patrice, and Big Sandy, while the Late Paleoindian Period is characterized by unfluted lanceolate points such as Plainview, Scottsbluff, Meserve, and Angostura (Collins 2004).

The onset of the Hypsithermal drying trend marks the beginning of the Archaic Period (ca. 8,500-1,150 BP; Collins 1995). Unlike much of the rest of North America, inhabitants of Central Texas seem to have been less affected by this climatic shift as they already practiced a subsistence strategy that used a diversified resource base composed of smaller game and wild plants. Archeologically, the Archaic Period is represented by a more diversified tool kit that included the development of an expanded groundstone assemblage, a general decrease in the size of projectile points, and the use of heated rocks in cooking (Collins 2004).

The Archaic Period is typically subdivided into Early (ca. 8,500-6,000 BP), Middle (6,000-4,000 BP), and Late (4,000-1,150 BP) subperiods based on changes in material culture, especially projectile points (Collins 2004; Johnson and Goode 1994). Other notable markers include the appearance of large burned rock middens during the Middle Archaic, which may indicate a shift in subsistence strategy toward xerophytes such as sotol (Collins 2004) and the appearance of large cemeteries in the Late Archaic, which is often interpreted as evidence of increasing population size (Prewitt 1981).

In Central Texas, the defining material culture marker of the Late Prehistoric Period (ca. 1,150-350 BP) was the adoption of the bow and arrow, which replaced the atlatl and larger lithic dart points. The Late Prehistoric Period in Texas is generally divided into the Austin and Toyah Phases. The Austin Phase lasted from ca. 1,150-800 B.P. and seems to have differed little from the Late Archaic Period other than the adoption of the bow and arrow (Collins 2004). Lohse et al. (2014) argue that the Austin Phase differed so little from the preceding Archaic Period, that it should simply be considered the last phase of the Archaic Period. The Toyah Phase (ca. 800-350 B.P.) represented a more distinct shift in material culture and behavior that was likely a response to the return of bison to Central Texas (Lohse et al. 2014). Toyah phase assemblages often include Perdiz arrow points, large, thin bifaces, prismatic blades, and both local and imported ceramics (Collins 2004).



Brushy Creek Archeological Sites

Dozens of precontact archeological sites have been recorded along Brushy Creek in Williamson County. Some of these sites warrant additional discussion here due to their potential similarity to 41WM1535.

The most well-known precontact site recorded on Brushy Creek is the Wilson-Leonard site (41WM235), which is approximately 15 miles west of 41WM1535. The Wilson-Leonard site boasts one of the most complete examples of human presence in Central Texas, with dates spanning 11,000 years within stratified alluvial deposits approximately six meters deep (Collins et al. 1998). Features recorded at the site included over 200 hearths and one of the oldest burials in North America, dated to 9,500 BP. Artifacts recovered from the site included projectile points dating from the Early Paleoindian Period through the Late Prehistoric Period, grinding tools for food processing, net sinkers, macro- and microfauna, and paleobotanical remains (Texas Beyond History 2024).

Site 41WM961, also known as the Dr. Johns Site, is located 1.8 miles (2.91 km) west of 41WM1535. Robert Stiba originally recorded this site in 1976 as a large open campsite with a burned rock midden. Artifacts recorded at the site (which had already been disturbed by looters) include Darl, Fairland, Ensor, Castorville, Marcos, Marshal, Montell, and Pedernales projectile points; drills, manos, knives, a scraper, and lithic flakes; snail shell, freshwater mussel, animal bone, and two conch shell pendants. The thickness of the deposit was estimated to be two feet (THC 2024).

Site 41WM962 is located approximately **REDACTED**, also on the north side of Brushy Creek. Recorded by Stiba in 1976, observed artifacts and features included chert debitage, exposed burned rock features, shells (unidentified gastropods and bivalves), blade fragments, a utilized chert core, and unidentifiable projectile point bases (THC 2024). Based on the Atlas site form, it appears that no shovel tests were excavated at the site; however, Stiba estimated that the cultural deposit was one to two feet deep, presumably based on stratigraphy visible in a gully that cuts through the site.

Site 41WM1028 is located approximately 11.4 miles (18.34 km) west of 41WM1535 on the south bank of Brushy Creek. The site was originally recorded in 2002 as a Middle Archaic midden with an associated lithic scatter (Lawrence et al. 2008). SWCA conducted testing excavations at the site from October 6-10, 2007, which included excavation of nine backhoe trenches and five one-by-one square meter test units. Two burned rock features were recorded at the site that were first encountered between 20 and 40 cm below surface. Lithic debitage as well as 46 formal and informal lithic tools were recovered from the site. Due to a lack of integrity from bioturbation and previous impacts, the site was recommended not eligible for listing in the NHRP or for listing as a SAL (Lawrence et al. 2008).

Potential Research Questions

Given that very little is currently known about site 41WM1535, Phase II testing will focus on general research questions related to the site's NRHP/SAL eligibility. Key research goals for determining the site's eligibility include:

- Understanding the site's full horizontal and vertical extent within the APE
- Determining the archeological integrity of Feature 1 and any other cultural materials identified
- Determining whether discrete, stratified cultural deposits are present
- Understanding site chronology through absolute dating techniques and/or relative dating methods



- Predicting the site's likelihood of providing additional significant data

JMT proposes that for the site to be considered eligible for listing in the NRHP or as a SAL, it must contain one or more additional intact cultural features and/or clearly stratified cultural deposits. Further excavation of these features or deposits would have to be likely to produce data that could answer specific research questions about the pre-contact period in Central Texas.

Proposed Methods

Since little is known about the site, JMT proposes a flexible methodology that will allow for a variety of methodological choices depending on what is found as fieldwork proceeds. Overall, fieldwork will consist of three general methods: magnetometer survey, mechanical trenching, and hand excavation. Based on the dense clay soils and the depth of cultural material observed during survey (50 cm below surface), shovel tests will likely not be used as a part of the Phase II testing. Lab work will consist of identifying, sorting, and quantifying artifacts and zooarchaeological analysis of faunal material found in Feature 1 as well as any additional faunal material recovered. JMT will also send sediment samples to an outside analyst for flotation and radiocarbon samples to an outside laboratory for dating if such samples are found.

Magnetometer Survey

In order to identify potential features while causing the least amount of damage to the site, JMT proposes to first conduct magnetometer survey of approximately two acres in and around site 41WM1535. Magnetometers, which measure variations in the Earth's magnetic field, are particularly useful in identifying thermal features as burning alters the magnetic field of the objects or soil that were burned. Magnetometer survey has been used successfully to identify burned rock features at other sites in Texas (Jones et al. 2002; Maki and Fields 2010; Martin et al. 1991) and could be used to identify thermal features at 41WM1535. Prior to the magnetometer survey, the area will be mowed and cleared of large downed limbs, and an arbitrary grid will be marked for collection of data along evenly spaced transects. Magnetometer data will likely be collected using a 50-cm transverse interval and a sampling interval of 10 readings per second. The collected data will be processed within 24 hours and anomalies will be marked on the ground.

Mechanical Trenching

The results of the magnetometer survey will guide the placement of additional mechanical trenches and test units in and around the site. JMT will excavate eight to ten mechanical trenches during the Phase II testing. If the magnetometer survey does not indicate any additional anomalies, JMT will excavate eight mechanical trenches in a cruciform pattern approximately 10-15 meters apart around Feature 1. JMT will also excavate one to two trenches further (approximately 50-75 m) to the northeast and southwest of the current site boundary to check for additional cultural materials. If the magnetometer does indicate the presence of anomalies, trenches will be placed over the anomalies first and then placed randomly near the site boundary if less than eight anomalies are identified.

In accordance with the Council of Texas Archeologists' (2020) standards, each mechanical trench will be a minimum of one meter wide and four meters long and will be excavated to the lesser extent of: the project's vertical APE, bedrock, deposits beneath which archeological potential is minimal, deposits that substantially predate the Holocene, or to the maximum depth that can be reached by an appropriately scaled and powered machine. Trenches will be excavated with a smooth-bladed bucket by slowly peeling off thin (approximately 5 cm) layers under close supervision of an archeologist. Another archeologist will closely monitor and inspect the soil removed from the trenches. After trench



excavation is completed, the walls will be carefully inspected and at least a one-meter-wide section will be cleaned and photographed and profiled. If artifacts but no features are identified within a trench, a 30 cm by 30 cm column sample will be excavated off the trench wall to assess the potential for stratified artifact concentrations. Trench corners will be recorded with an RTK GPS device capable of 1-cm accuracy.

Hand Excavation

As mechanical trenching proceeds, other JMT archeologists will carefully uncover Feature 1, which was protected with a tarp before being reburied after survey. One-by-one meter test units will be placed over the unexcavated portions of Feature 1, and hand excavation will proceed in arbitrary 10-cm levels. The upper four to five levels may be expediently removed by shovel as survey data indicates this portion of the site is sterile. All hand-excavated sediment will be screened through ¼-inch hardware mesh. After Feature 1 has been fully uncovered in plan view, it will be bisected, and half of the feature will be excavated. After the profile of Feature 1 is drawn and photographed, the other half will be excavated.

Details of each level of each unit will be recorded on standardized level forms, and feature details will be recorded on feature forms. Photographs will be taken at the close of every level, 3D scans of some unit and feature levels will be recorded with the Scaniverse application as determined by the Field Director. Horizontal and vertical measurements of the test units will be recorded with an RTK GPS device capable of 1-cm accuracy.

If additional features are encountered during mechanical trenching, one-by-one meter test units will be placed over the features to further investigate them. Generally, features will be fully uncovered in plan view before being bisected and excavated one half at a time. JMT anticipates hand excavating up to four cubic meters of sediment. If several additional features are uncovered through trenching, it is possible that not all features will be excavated during the testing phase. Instead, the presence of many additional intact features at 41WM1535 would indicate that the site is eligible and some of the features would not be excavated until Phase III data recovery excavations.

ARTIFACT AND SAMPLE COLLECTION

All artifacts recovered from hand excavations will be collected for analysis and curation except for thermally altered rocks. Thermally altered rocks will be sorted by size (0-5 cm; 5-10 cm; 10-15 cm; >15 cm) and weighed by size and provenience before being discarded in the field. Only a small sample of thermally altered rock will be retained for curation. Diagnostic artifacts from all trenches will be collected. Non-diagnostic artifacts found in trench back dirt will be recorded but not collected due to their non-specific provenience.

A soil sample will be collected from each excavated feature for flotation. Burned material from feature contexts will be collected for radiocarbon dating. Burned material found outside of feature contexts will be noted but may not be collected.

Analyses

JMT will clean all recovered artifacts, after which they will be sorted into classes, quantified by provenience, and entered into an access database. JMT Archeologist Kevin McDaniel, Ph.D., RPA, will analyze all faunal material to identify all specimens to the most specific possible taxon. Where possible, individual elements will be recorded, and a minimum number of individuals (MNI) will be estimated. Any modifications to the faunal material such as cut marks or green breaks for possible bone marrow extraction will be recorded.



Soil samples collected from features will be sent to an outside analyst for flotation and analysis of any macrobotanical remains present. Up to four carbon samples will be sent to an outside laboratory for radiocarbon dating.

Human Remains Protocol

Human remains are not anticipated. However, if human remains are encountered during fieldwork, all work will cease in that area and the remains will be covered and protected. JMT will immediately notify Williamson County, the THC, and local law enforcement of the discovery. If it is determined that the remains are human and archeological, no further excavation will occur within that area of the site until a plan for their treatment can be developed in cooperation with Williamson County, the THC, and affiliated Native American tribes. JMT will follow all relevant consultation guidelines and laws in accordance with regulations in Chapters 711-715 of the Texas Health and Safety Code, the Antiquities Code of Texas, and 13 TAC 22.

Reporting and Curation

JMT will prepare a draft report in accordance with the CTA's Guidelines and Standards for CRM Reports (2024). The report will include environmental and cultural contexts for the region, methods used, and results of the Phase II excavations and analyses, including a recommendation for 41WM1535's NRHP/SAL eligibility. The draft report will be submitted to the THC for review and comment. Following acceptance of the draft report, JMT will prepare electronic and hard copies of the final report for submittal to the THC and distribution to local repositories in accordance with the terms of the Antiquities Permit.

Artifacts collected during the Phase II testing, as well as project-related records, will be prepared for curation and submitted to the Texas Archeological Research Laboratory (TARL) to fulfill the requirements of the Antiquities Permit.



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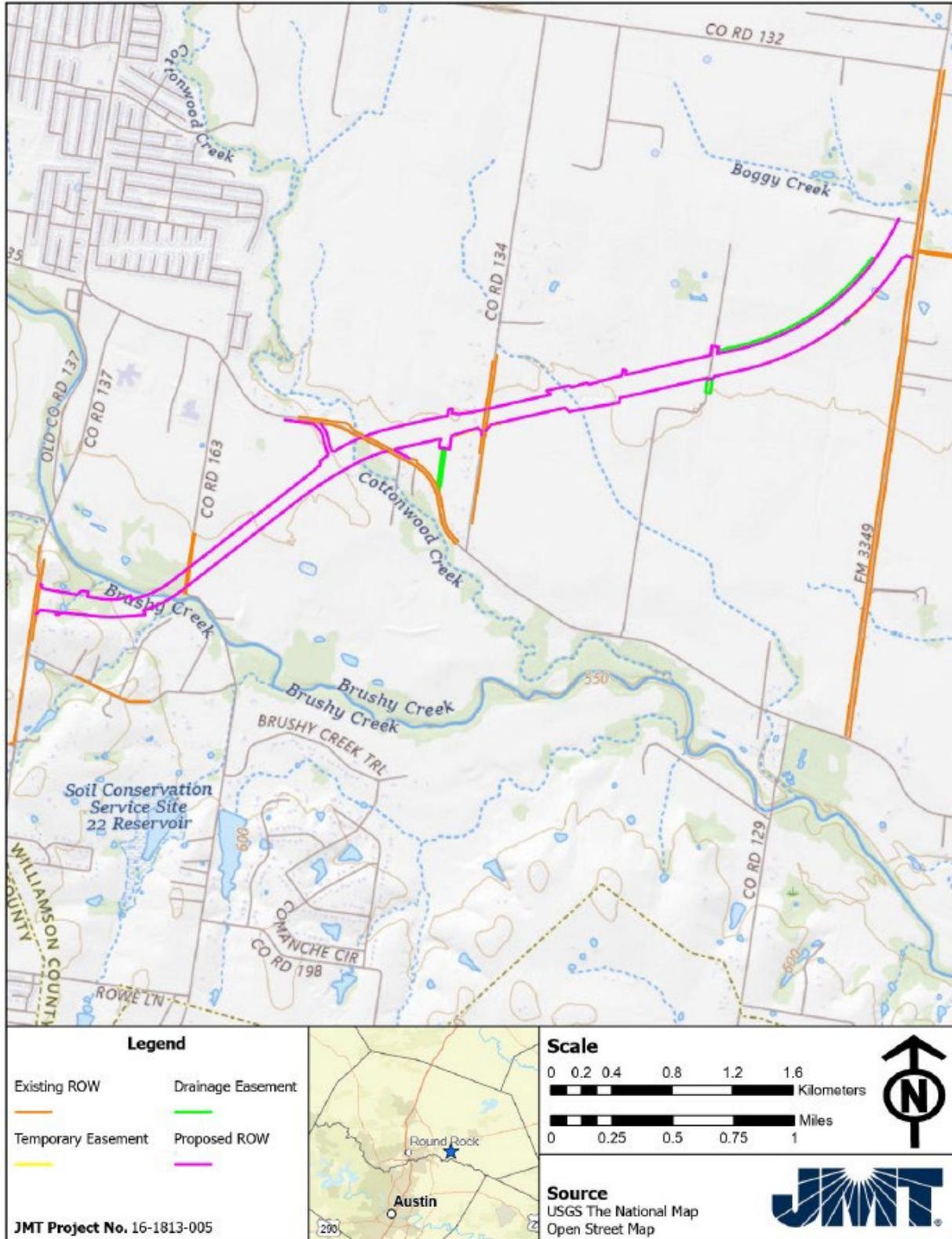


Figure 1. APE on a modern topographic map.

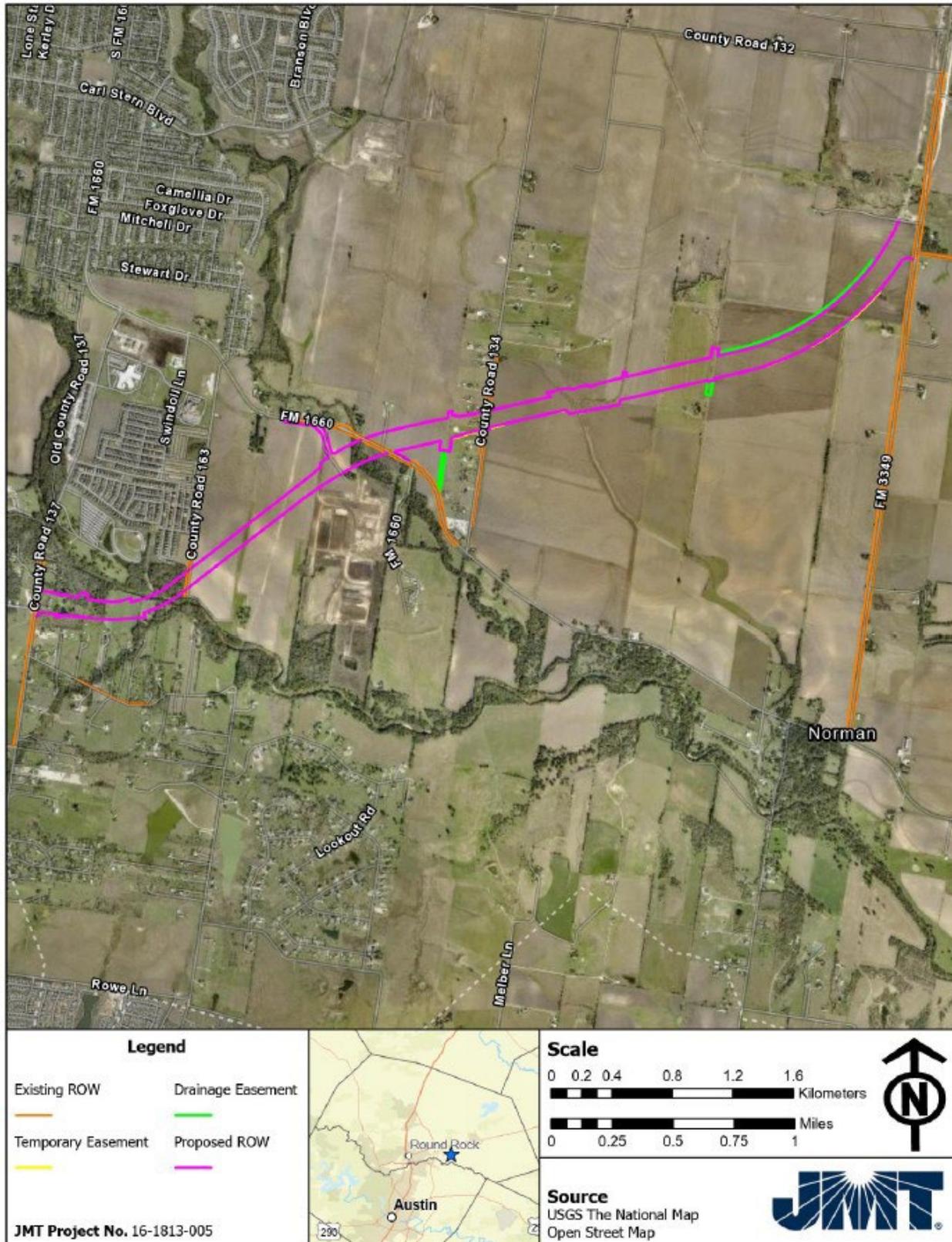


Figure 2. APE on a modern aerial image.

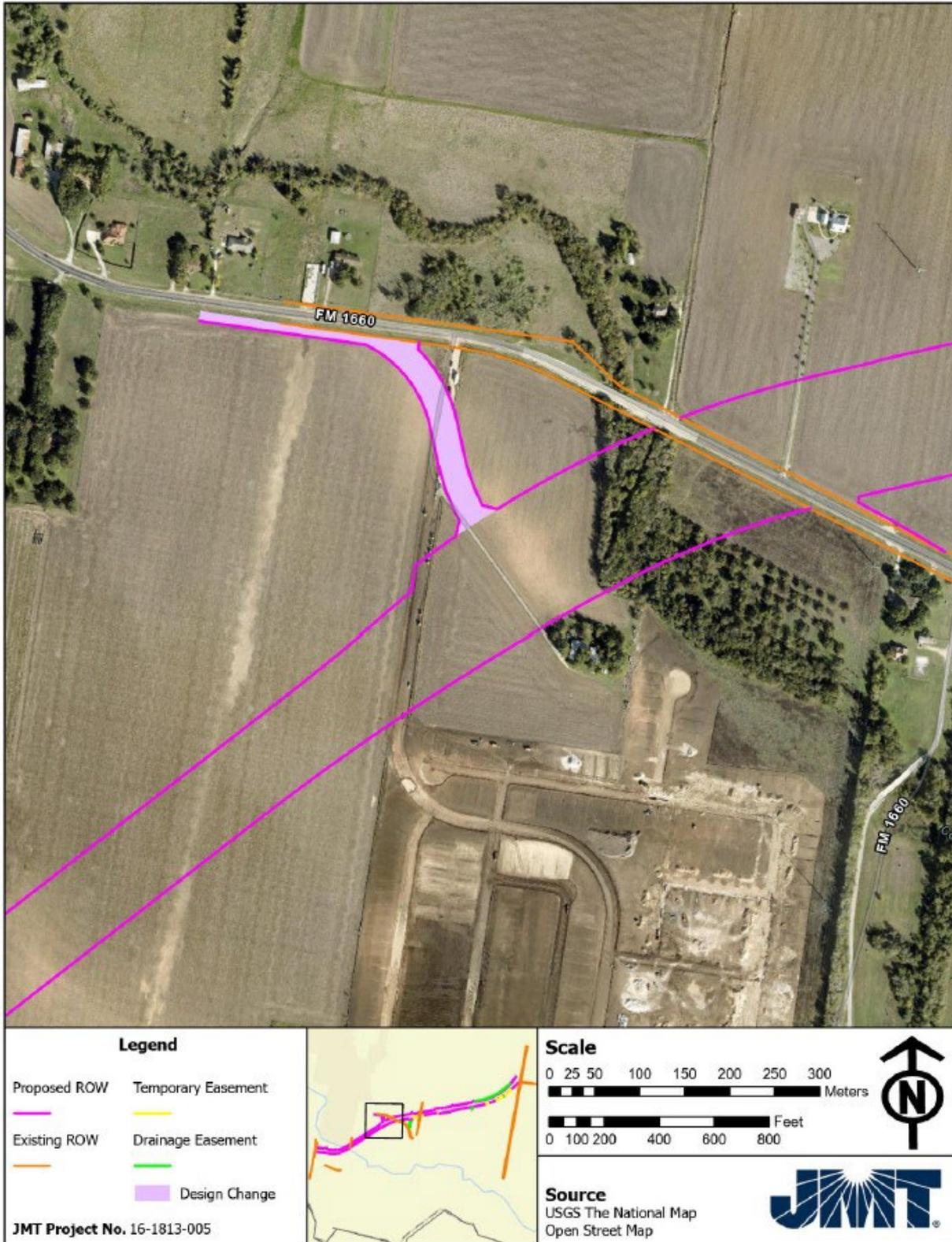


Figure 3. Design Change at the intersection of FM 1660.



REDACTED

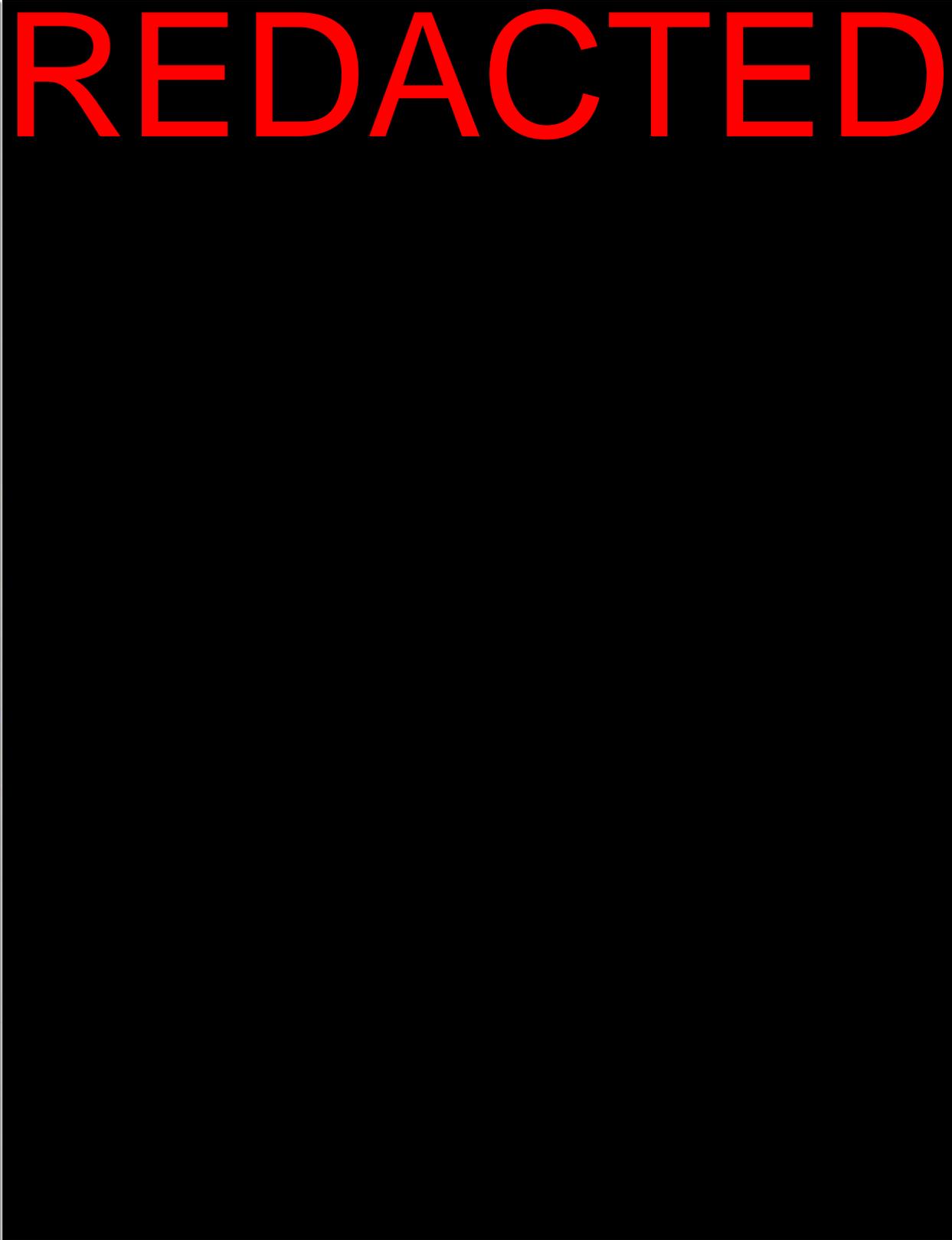


Figure 4. Map of site 41WM1535.



REDACTED

Figure 5. Construction buffer around site 41WM1535.

Commissioners Court - Regular Session

42.

Meeting Date: 09/24/2024

ILA with City of Florence for Main Street Project

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 the Participation of The City of Florence, Texas and Williamson County, Texas in the Design and construction costs related to the West Main Street project. Funding Source: Bonds P676

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ILA

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 09/19/2024

Reviewed By

Becky Pruitt

Date

09/19/2024 11:43 AM

Started On: 09/18/2024 03:04 PM

**INTERLOCAL AGREEMENT
REGARDING THE PARTICIPATION OF THE CITY OF FLORENCE, TEXAS, AND
WILLIAMSON COUNTY, TEXAS, IN THE DESIGN AND CONSTRUCTION COSTS
RELATED TO THE WEST MAIN STREET PROJECT**

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

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into between the City of Florence, Texas (“City”), a Texas type-A general law municipality, and Williamson County, a political subdivision of the State of Texas (“County”). In this Agreement, City and the County are sometimes individually referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the County is and has been in the process of designing and constructing improvements to West Main Street from the western city limit to South Patterson Avenue, as shown in Exhibit “A” attached hereto (“County Project”);

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the County Project; 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 City agree as follows:

PURPOSE

1.01 General. The purpose of this Agreement is to provide for the City’s participation in the design, right-of-way acquisition, utility relocation, and construction of the County Project..

**II.
DESIGN AND CONSTRUCTION OF COUNTY PROJECT**

2.01 Design of County Project. The County shall be responsible for contracting with a firm (“Design Firm”) regarding the engineering and design for the County Project and shall ensure that the design includes the following:

Construction of a culvert at the existing low water crossing and reconstruction of the existing road to two lanes with shoulders.

2.02 Design and Construction Costs. The County shall be responsible for all costs associated with the preliminary and final design, right-of-way acquisition, relocation of utilities not owned by the City, construction bidding, project management, and all other costs related to the

County Project (“Project Cost”). The estimated Project Cost is \$2,970,000 which includes all costs related to the County Project; except that City shall be solely responsible for relocating any City utilities.

2.03 Construction Plans. The County Project plans and specifications, including any amendments, for the improvements shall be provided to the City for review and comment prior to construction.

2.04 Inspection. City may inspect all aspects of the County Project during construction. Upon receipt of notification from City that City’s inspectors determine the construction by the County is not in accordance with the approved project plans, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of City.

2.05 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the County Project.

2.06 Insurance, Bonds and Warranties. The County shall require the contractor for the County Project to name the City as an additional insured on any policies related to the County Project. The County shall require all performance and maintenance bonds in favor of the City in amounts satisfactory to the City. All applicable warranties shall be transferred to City upon final completion and acceptance of the County Project.

III. CITY OBLIGATIONS

3.01 Permission to Construct. City agrees to allow the County to construct the County Project on and within City property.

3.02 Permission to Acquire ROW. The City agrees to allow the County to acquire easements and right-of-way for the County Project, through condemnation or otherwise, within the City’s boundaries. The City further agrees to provide the right-of-way footprint to potential developers and acquire the right-of-way through the development process to the extent possible.

3.03 Operation and Maintenance After Acceptance. City agrees to be responsible for the operation and maintenance of the County Project improvements within the City’s territorial limits after completion and acceptance by the City.

3.04 City Payment. The City shall pay the County for the County Project in an amount not to exceed ONE HUNDRED THOUSAND and No/100 DOLLARS (\$100,000.00) for the design, right-of-way acquisition, and construction, including relocation costs for utilities not owned by the City (together “City Participation Amount”). The County will submit an invoice for the City Participation Amount upon award of the construction contract.

3.05 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 City Secretary Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by City 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 City 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.

3.06 NO LIABILITY OR WARRANTY OF SERVICES. CITY 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. CITY AGREES AND ACKNOWLEDGES THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT CITY MAY HAVE NOW OR IN THE FUTURE AGAINST AN ENGINEER OR THIRD-PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY CITY, OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER CITY RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD-PARTY PURSUANT THIS AGREEMENT.

IV. DISPUTES

4.01 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 will make 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 will 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 which 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 will mitigate direct or consequential damages 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.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in monetary damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to 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 shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, 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.

4.03 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.

4.04. Agreement Not to Waive Immunities. Notwithstanding the foregoing, nothing in this Agreement is intended to waive any party's immunities.

GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the County Project and acceptance of the public improvements by the City.

5.03 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 contained herein.

5.04 Payment from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.06 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 shown in Exhibit A.

5.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. The venue for any action arising hereunder will be in Williamson County, Texas.

5.09 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 telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

FLORENCE: **Mailing:** P.O. Box 430
Street: 851 FM 970
Florence, Texas 76527
Attn: Ben Daniel, Mayor
Telephone: (254) 793-2490

COUNTY: 710 S. Main Street
Georgetown, Texas 78626
Attn: Bill Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.10 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.

5.11 Authority. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

5.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.13 No Joint Venture. The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

THE CITY OF FLORENCE, TEXAS

By: Ben Daniel
Ben Daniel, Mayor

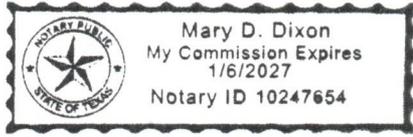
ATTEST:

By: Angelica Lombardi
Angelica Lombardi, City Secretary

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

September **THIS INSTRUMENT** was acknowledged before me on this 5th day of September, 2024, by **Ben Daniel** as Mayor of the City of Florence, Texas, on behalf of said City.



Mary D. Dixon
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By: _____
Bill 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
_____, by Bill Gravell, Jr., County Judge of Williamson County,
Texas, on behalf of said County.

Notary Public, State of Texas

Exhibit "A"

Commissioners Court - Regular Session

43.

Meeting Date: 09/24/2024

Seward Junction N Loop Real Estate Contract

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with AveryGC, Ltd. to acquire 4.726 AC needed as right of way on the Seward Junction N. Loop project. Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 09/19/2024

Reviewed By

Becky Pruitt

Date

09/19/2024 11:46 AM

Started On: 09/18/2024 03:07 PM

REAL ESTATE CONTRACT
Seward Junction North Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **AVERYGC, LTD., a Texas limited partnership** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 4.726-acre (205,845 square foot) tract of land, out of and situated in the B. Manlove Survey, Abstract No. 417, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 12**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the fee simple Property, any improvements located upon the Property, and any damage to or cost of cure for the remaining property of Seller, shall be the sum of THREE MILLION ONE HUNDRED TWENTY-TWO THOUSAND NINETY-ONE and 00/100 Dollars (\$3,122,091.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

4.03 PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES THAT IT HAS OR WILL HAVE, PRIOR TO CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE PURCHASER IN ORDER TO ENABLE THE PURCHASER TO EVALUATE THE PURCHASE OF THE PROPERTY. PURCHASER REPRESENTS THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS, AND THAT PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER IS ACQUIRING THE PROPERTY ON AN AS-IS, WHERE-IS, AND WITH ALL FAULTS BASIS WITHOUT REPRESENTATIONS OR WARRANTIES, EXPRESS OR

IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE INDICATED IN ARTICLE IV OF THIS CONTRACT AND IN THE DEED TO BE DELIVERED AT CLOSING. PURCHASER DISCLAIMS RELIANCE UPON ALL ORAL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE. PURCHASER HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY THE SELLER, EXCEPT THOSE INDICATED IN ARTICLE IV OF THIS CONTRACT AND IN THE DEED TO BE DELIVERED AT CLOSING.

WITHOUT LIMITING THE GENERAL PROVISIONS OF THE FOREGOING PARAGRAPH, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, AS TO (a) MATTERS OF TITLE, (b) PHYSICAL OR ENVIRONMENTAL CONDITIONS, (c) VALUATION, AND (d) CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY. PURCHASER ACKNOWLEDGES THAT SELLER IS PROVIDING PURCHASER WITH AN OPPORTUNITY TO THOROUGHLY INSPECT THE PROPERTY FOR ALL PURPOSES, INCLUDING ANY CONCERNS WITH RESPECT TO ANY PAST, CURRENT, OR FUTURE VIOLATIONS OF ENVIRONMENTAL LAWS OR WITH RESPECT TO THE PRESENCE, EITHER NOW OR IN THE PAST, OF ANY HAZARDOUS SUBSTANCES AT THE PROPERTY.

SURVIVAL. IT IS AGREED AND UNDERSTOOD THAT THE TERMS AND PROVISIONS OF THIS SECTION 4.03 SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before October 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 Special Warranty Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Special Warranty Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Purchaser's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
 - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively as incurred.

**ARTICLE VI
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may, as its sole remedies: (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.

PURCHASER AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY MONETARY DAMAGES RESULTING FROM, ARISING FROM, OR RELATING TO THIS CONTRACT, INCLUDING BUT NOT LIMITED TO COMPENSATORY, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

**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.

8.08. INTENTIONALLY DELETED]Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

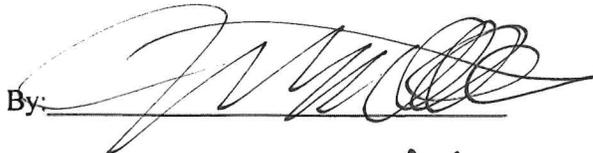
Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted to enter and possess the Property prior to Closing for the sole purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 260 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:

AVERYGC, LTD., a Texas limited partnership

By: 

Name: William B. Poyl

Title: Manager

Date: 9-13-24

Address: 10800 Pecan Park Blvd
#125
Austin, Texas 78750

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

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

Date: _____

EXHIBIT "A"

Parcel 12
4.726 Acre Right-of-Way
B Manlove Survey, Abstract No. 417
Williamson County, Texas

DESCRIPTION OF PARCEL 12

BEING a 4.726 acre (205,845 square foot) parcel of land out of the B Manlove Survey, Abstract No. 417, Williamson County, Texas, being a portion of that tract described as 148.96 acres conveyed to AVERYGC, Ltd. by Special Warranty Deed dated June 4, 2021, as recorded in Document No. 2021084579, Official Public Records, Williamson County, Texas; said 4.726 acre parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with "McGray McGray" cap set in the proposed east right-of-way line of County Road 260 (CR 260), being in the south line of said 148.96 acre AVERYGC tract, and the north line of that tract described as 85 acres conveyed to Clyde Krause by General Warranty Deed, as recorded in Volume 1672, Page 392, Official Records, Williamson County, Texas, said POINT OF BEGINNING having Surface Coordinates of N=10,213,008.54, E=3,073,572.72, and being 75.00 feet left of Engineer's Baseline Station 266+46.53, from which a 1/2-inch iron rod with "RJ Surveying" cap found at a corner in the south line of said 148.96 acre AVERYGC tract, and in the north line of said 85 acre Krause tract, bears North 69°13'26" East 1,566.45 feet;

- 1) THENCE, along the south line of said 148.96 acre AVERYGC tract, and the north line of said 85 acre Krause tract, **South 69°13'26" West 142.71 feet** to a calculated point at the southwest corner of said 148.96 acre AVERYGC tract, being the northwest corner of said 85 acre Krause tract, and in the existing east right-of-way line of CR 260 (varying width right-of-way);

THENCE, along the west line of said 148.96 acre AVERYGC tract, and the existing east right-of-way line of CR 260, the following seven (7) courses, numbered 2 through 8:

- 2) **North 61°27'34" West 160.91 feet** to a calculated point,
- 3) **North 66°15'35" West 249.74 feet** to a calculated point,
- 4) **North 55°41'50" West 152.41 feet** to a calculated point,
- 5) **North 47°14'13" West 58.68 feet** to a calculated point,

- 6) **North 39°45'44" West 270.27 feet** to a calculated point,
- 7) **North 34°58'49" West 361.76 feet** to a calculated point, and
- 8) **North 20°03'45" West 264.02 feet** to a calculated point at the northwest corner of said 148.96 acre AVERYGC tract, being the southwest corner of that tract described as 153.2 acres conveyed to Thomas W. McCollum, Trustee of The Thomas W. McCollum Trust by General Warranty Deed, as recorded in Document No. 2023089973, Official Public Records, Williamson County, Texas, from which 1/2-inch iron rod found in the east line of Lot 2, J. & L. Subdivision, a subdivision of record in Cabinet J, Slides 297-298, Plat Records, Williamson County, Texas, and in the existing west right-of-way line of CR 260, bears South 70°18'58" West 41.39 feet, and North 19°35'49" West 41.23 feet;
- 9) THENCE, along the north line of said 148.96 acre AVERYGC tract, and the south line of said 153.2 acre The Thomas W. McCollum Trust tract, **North 67°56'18" East 122.10 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed east right-of-way line of CR 260, being 75.00 feet left of Engineer's Baseline Station 250+97.89;

THENCE, along the proposed east right-of-way line of CR 260, crossing said 148.96 acre AVERYGC tract, the following four (4) courses, numbered 10 through 13:

- 10) **South 21°45'21" East 120.78 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, being 75.00 feet left of Engineer's Baseline Station 252+18.67,
- 11) with a curve to the left, whose delta angle is **42°32'06"**, radius is **1,425.00 feet**, an arc distance of **1,057.89 feet**, and the chord of which bears **South 43°01'24" East 1,033.76 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, being 75.00 feet left of Engineer's Baseline Station 263+32.23,
- 12) **South 64°17'27" East 30.10 feet** to a calculated point, being 75.00 feet left of Engineer's Baseline Station 263+62.33, and

Parcel 12

13)with a curve to the right, whose delta angle is **16°16'47"**, radius is **1,075.00 feet**, an arc distance of **305.45 feet**, and the chord of which bears **South 56°09'03" East 304.42 feet** to the POINT OF BEGINNING an containing 4.726 acres (205,845 square feet) of land within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, South Central Zone (4204), NAD83 (2011) EPOCH 2010.00. The coordinates shown are surface coordinates.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6
Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500



A handwritten signature in blue ink, appearing to read "Chris Conrad", written over a horizontal line.

09/10/2024

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: There is a plat to accompany this description.

M:\LJA~23-086~Seward Junction Loop\Description\Parcel 12~4.726 Ac_R2

Issued 06/24/2024; Revised 07/17/2024; Revised 09/10/2024

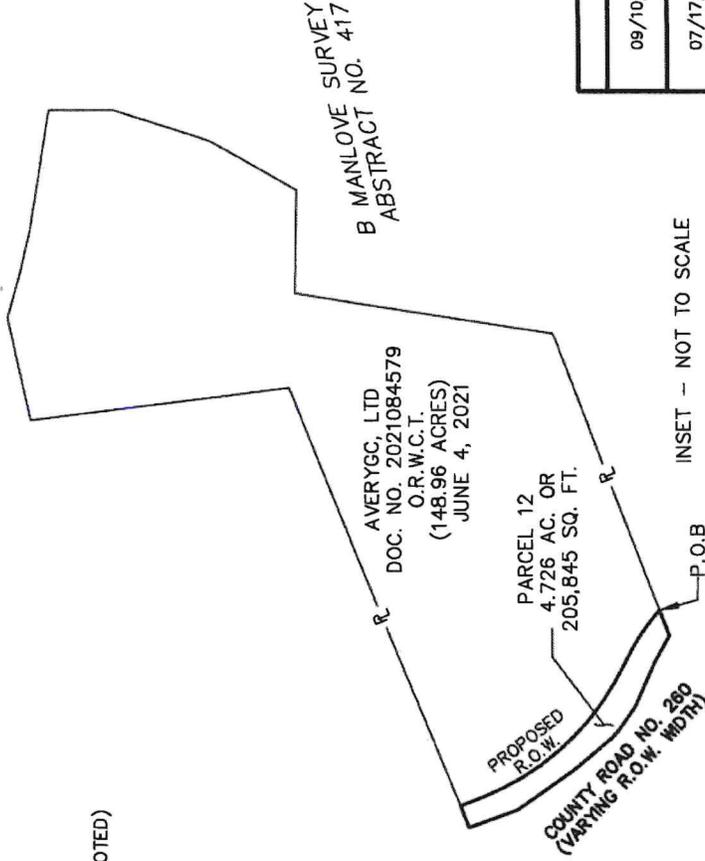
WCAD ID R022487

**SURVEY TO ACCOMPANY DESCRIPTION
OF 4.726 AC. OR 205,845 SQ. FT. OF LAND
OUT OF B MANLOVE SURVEY, ABSTRACT NO. 417
WILLIAMSON COUNTY, TEXAS**



LEGEND

- △ CALCULATED POINT
- 1/2" IRON ROD FOUND
- ◉ 1/2" IRON ROD CAP STAMPED
- ◉ "RJ SURVEYING" FOUND (UNLESS NOTED)
- ◉ 1/2" IRON ROD WITH CAP
- ◉ STAMPED "MCGRAY MCGRAY" SET
- OFFICIAL PUBLIC RECORDS
- WILLIAMSON COUNTY, TEXAS
- DEED RECORDS
- WILLIAMSON COUNTY, TEXAS
- PLAT RECORDS
- WILLIAMSON COUNTY, TEXAS
- VOL./PG
- CAB./SLD
- P.O.B.
- R.O.W.
- (.....) RECORD INFORMATION



REVISIONS		
09/10/2024	BOUNDARY	
07/17/2024	PARCEL NAME UPDATE AND ADD ENGINEER'S BASELINE	
AREA TABLE - ACRES (SQUARE FEET)		
RECORD PROPERTY	ACQUISITION	REMAINDER
148.96 AC. (6,488,698 SF.)	4.726 AC. (205,845 SF.)	144.23 AC. (6,282,855 SF.)



**McGRAY & McGRAY
LAND SURVEYORS, INC.**
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

- NOTES:
- THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. COORDINATES SHOWN HEREON ARE SURFACE COORDINATES AND IN U.S. SURVEY FEET.
 - THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

Chris Conrad

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE 09/10/2024
Note: There is a description to accompany this plat.
M:\LJA-23-086--Seward Junction Loop\Draw\Parcels\PROW-AVERYGC LTD\PROW-AVERYGC LTD.dwg

SCALE:	1" = 200'	—
DATE:	09/10/24	TECH: EAN
PROJECT:	23-086	FIELD: —
FIELD BOOK:	—	SHEET: 4 OF 5

**SURVEY TO ACCOMPANY DESCRIPTION
OF 4.726 AC. OR 205,845 SQ. FT. OF LAND
OUT OF B MANLOVE SURVEY, ABSTRACT NO. 417
WILLIAMSON COUNTY, TEXAS**

SCALE 1" = 200'

LINE#	BEARING	DISTANCE
L1	S69°13'26"W	142.71'
L2	N61°27'34"W	160.91'
(L2)	(N61°33'33"W)	(159.96')
L3	N66°15'35"W	249.74'
(L3)	(N66°17'29"W)	(249.48')
L4	N55°41'50"W	152.41'
(L4)	(N55°58'57"W)	(152.87')
L5	N47°14'13"W	58.68'
(L5)	(N46°30'37"W)	(59.39')

THOMAS W. MCCOLLUM,
TRUSTEE OF THE
THOMAS W. MCCOLLUM
TRUST

DOC. NO. 2023089973
O.P.R.W.C.T.
(153.2 ACRES)
OCTOBER 23, 2023

LINE#	BEARING	DISTANCE
L6	N39°45'44"W	270.27'
(L6)	(N39°45'53"W)	(269.48')
L7	N34°58'49"W	361.76'
(L7)	(N34°57'58"W)	(362.21')
L8	N20°03'45"W	264.02'
(L8)	(N20°05'23"W)	(264.42')
L9	N67°56'18"E	122.10'
L10	S21°45'21"E	120.78'
L11	S64°17'27"E	30.10'
L12	S70°18'58"W	41.39'
L13	N19°35'49"W	41.23'

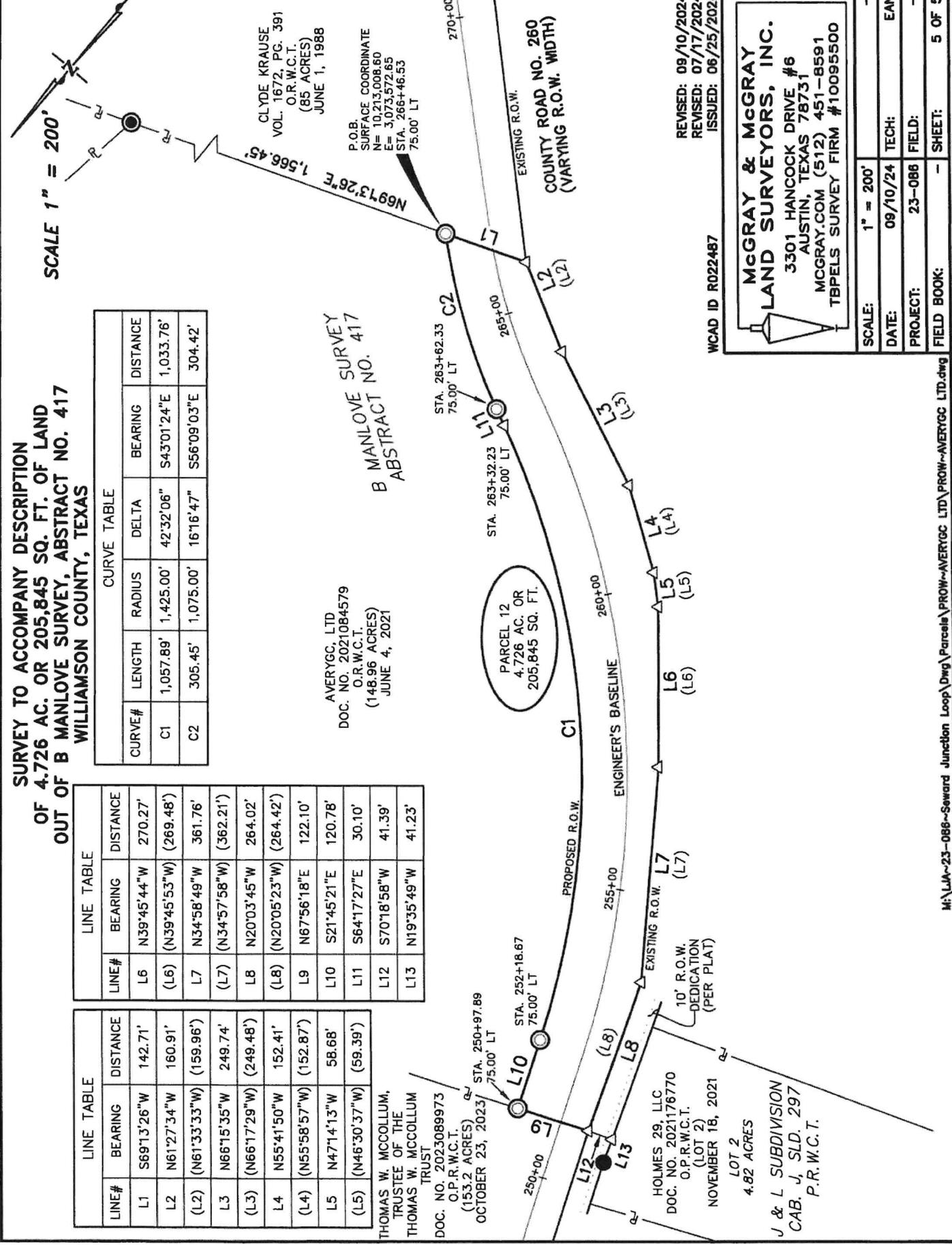
AVERYGC, LTD
DOC. NO. 2021084579
O.R.W.C.T.
(148.96 ACRES)
JUNE 4, 2021

B MANLOVE SURVEY
ABSTRACT NO. 417

CURVE#	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	1,057.89'	1,425.00'	42°32'06"	S43°01'24"E	1,033.76'
C2	305.45'	1,075.00'	16°16'47"	S56°09'03"E	304.42'

CLYDE KRAUSE
VOL. 1672, PG. 391
O.R.W.C.T.
(85 ACRES)
JUNE 1, 1988

P.O.B.
SURFACE COORDINATE
N = 10,213,008.60
E = 3,073,572.65
STA. 266+46.53
75.00' LT



REvised: 09/10/2024
REvised: 07/17/2024
ISSUED: 06/25/2024

WCAD ID R022487

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

SCALE:	1" = 200'	TECH:	EAN
DATE:	09/10/24	FIELD:	-
PROJECT:	23-086	SHEET:	5 OF 5

EXHIBIT "B"

Parcel 12

SPECIAL WARRANTY DEED Seward Junction North 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 **AVERYGC, LTD., a Texas limited partnership**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 4.726-acre (205,845 square foot) tract of land, out of and situated in the B. Manlove Survey, Abstract No. 417, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 12**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2024.

[signature page follows]

GRANTOR:

AVERYGC, LTD., a Texas limited partnership

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the _____ day of _____, 2024 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

44.

Meeting Date: 09/24/2024

Corridor A-2 Access 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 Temporary Access Agreement with Patricia Daffin for survey purposes on the Corridor A-2 project. Funding Source: TANS P588

Background

Fiscal Impact

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

Attachments

Agreement

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 09/19/2024

Reviewed By

Becky Pruitt

Date

09/19/2024 11:47 AM

Started On: 09/18/2024 03:09 PM

TEMPORARY ACCESS AGREEMENT

This agreement, entered into on September 24, 2024, is between **Patricia Daffin** (Grantor) and **Williamson County, Texas** (Grantee) for the purposes set forth below.

1. RECITALS

1.1. Grantee is a corporate and political body under Tex. Local Gov't Code 71 et seq., which proposes to construct a road known as the "Samsung Highway" in Taylor, Williamson County, Texas; which proposed road will traverse Grantor's current real property and Grantee intends to take by adverse possession.

1.2. Grantor owns property, which is more accurately described below:

Being a 70.00 acre tract of land of which 67.714 acres are situated in the Jacob Ebberly Survey, Abstract No. 923, in Williamson County, Texas and 2.286 acres are situated in the Willis Avery Survey, Abstract No. 924, in Williamson County, Texas and recorded under deed 2008045907 of the Deed Records of Williamson County, Texas.

2. AGREEMENT

2.1. Grantor authorizes Grantee¹ to enter the Property for the purposes of conducting non-invasive archaeological, environmental, and civil linear land survey and soil borings, including collecting topographic data using GPS equipment, as well as obtaining boundary monumentation and soil core samples.

- 2.1.1. Grantee must give Grantor at least 24-hour notice every time it enters the Property on non-consecutive days; if they are unavailable, Grantee may leave a voicemail message, which qualifies as reasonable notice, at the following number: [REDACTED]
- 2.1.2. Intentionally left blank.
- 2.1.3. After conducting the surveys, if Grantee intends to install surveyor tape or other physical markings, Grantor must remove any surveyor tape or other markings signifying the data points used in determining the actual parcel boundary area;
- 2.1.4. All personnel contracted with, or under the employment of, Grantee or Grantee's assigns, who have been convicted of a crime of violence or crime of moral turpitude shall not enter the Property. At no time, shall Grantee permit more than 6 personnel upon the Property at one time.

¹ Grantee is limited to only its employees, contractors, subcontractors, agents, and representatives reasonably necessary to conduct the surveys and soil borings governed by this Agreement.

- 2.1.5. Upon Grantors' request, Grantee must deliver to Grantors within 30 days of the request a copy of every available stamped survey created about the Property from the survey activities, and if an environmentally sensitive area is found, such report will be furnished to Grantor;
- 2.1.6. If a cultural survey is required by Grantee, Grantee will examine surface for artifacts and features, then, if necessary, shovel test the soil 100 feet apart to see if artifacts are present, and photograph the easement area. Grantee must not damage or remove any archeological or historical artifact if any are found in the easement or anywhere else on the Property (unless required by law).
- 2.1.7. Grantee must not remove anything (i.e., rocks, firewood, or the like) from the Property except to the extent necessary to test soil or core samples;
- 2.1.8. Grantee will not conduct any assessment on the Property except within 200 feet of either side of the proposed roadway project corridor centerline, or as otherwise necessary to identify or establish property boundary corners or other required survey control points.. If the assessment area exceeds the 200 feet boundary, Grantee must get additional permission from Grantor, in writing, to proceed;
- 2.1.9. Grantee must not bring any animals, illegal drugs, alcohol, firearms, cross bows, or any other type of weapon not used by surveyors in the performance of their duties onto the Property. Grantee shall not hunt, fish or attempt to otherwise take game on the Property;
- 2.1.10. If a natural resources survey is required by Grantee, Grantee will identify boundaries of habitats, aquatic resources, etc. and potentially dig small holes to test soil, filling in holes upon completion.
- 2.1.11. Grantee must observe all posted speed limit signs or other warning signs, if any, placed about the Property;
- 2.1.12. Grantee must keep all gates entering, and on the Property, closed or locked as the case may be;
- 2.1.13. During the inspection or survey process only, Grantee must use existing Property roads as much as reasonably possible while on the Property, and will minimize any vehicular traffic on the Property where Property roads are not available.
- 2.1.14. Grantee shall repair any damage to the surface caused or resulting from the use of same by Grantee, its employees, agents, contractors and subcontractors, and shall restore the surface to a substantially similar condition to which same existed before Grantee's entry. Grantee agrees to compensate Grantors, and to the extent applicable, Grantors' tenants and lessees, for any loss, damage or injury to crops, persons, roads, pipelines, powerlines, fences, gates, cattleguards, surface tanks, wells, real or personal property, buildings, improvements, grassland, wildlife and livestock caused by the surveys. Such payments shall not relieve Grantee of the obligation or responsibility for repair and restoration of the property in accordance

with the terms and provisions of this paragraph. Any claim of damage by Grantor shall be supported by photographic or video evidence.

2.1.15. After completion of survey activities on the Property, Grantee shall provide Grantors' agent a reasonable opportunity to inspect the Property in company with Grantee's authorized inspector. Grantee agrees to conduct and complete such cleanup and restoration as reasonably requested by Grantors' agent if caused by Grantee.

2.1.16 Point of entry shall be from FM 973.

2.2. To the extent allowed by law, Grantee hereby, agrees to indemnify, defend, and hold harmless Grantors and Grantors' employees, agents, and representatives from all claims brought by a party other than Grantors or liabilities, including any reasonable attorney's fees, courts costs, and other reasonable litigation expenses, arising from any injury to Grantee while present on the Property or to Grantee's² property located on the Property. THE INDEMNIFICATION AND HOLD HARMLESS PROVISION IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN PART BY THE ORDINARY NEGLIGENCE OF GRANTORS OR GRANTORS' EMPLOYEES, AGENTS, AND REPRESENTATIVES. BUT IT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED SOLELY BY THE ORDINARY NEGLIGENCE, OR BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OF GRANTORS OR GRANTORS' EMPLOYEES, AGENTS, AND REPRESENTATIVES. Notwithstanding the foregoing, the indemnity and other provisions of this agreement govern the survey activities conducted by Grantee, but shall not apply if is on Grantor's property under the terms of another agreement.

2.3. This agreement is binding upon Grantee and Grantors and their successors and assigns until the necessary title for the construction, operation, and maintenance of a roadway on the Property is acquired by Grantee or until it expires by its terms.

2.4. The rights granted hereunder are personal to Grantee and may not be assigned by Grantee in whole or in part without the prior written consent of Grantors.

2.5. This agreement shall expire 60 days after execution date signed by the Grantee, unless extended by separate written document executed by Grantors or by electronic mail message.

The parties enter into this Access Agreement as indicated by their signatures below.

GRANTOR

Patricia Daffin
2950 FM 3349
Taylor, TX 76574

By:  _____
Patricia Daffin

GRANTEE

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, County Judge

² In this paragraph, Grantee means Grantee's employees, contractors, subcontractors, agents, representatives, and anyone else on Grantee's behalf that enters Grantor's property.

Commissioners Court - Regular Session

45.

Meeting Date: 09/24/2024

Corridor A-2 Possession and Use Agreement

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Possession and Use Agreement for Transportation Purposes with 2600 Bluebonnets, LLC to acquire 5.640 AC required as right of way on the Corridor A-2 project. Funding Source: TANS P588

Background

Fiscal Impact

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

Attachments

Agreement

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 09/19/2024

Reviewed By

Becky Pruitt

Date

09/19/2024 11:48 AM

Started On: 09/18/2024 03:12 PM

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: BLUEBONNET
COUNTY OF WILLIAMSON	§	Project: Corridor A2

This Possession and Use Agreement For Transportation Purposes (the “Agreement”) between **WILLIAMSON COUNTY, TEXAS** (“County” or “Grantee”), and **2600 BLUEBONNETS, LLC, A TEXAS LIMITED LIABILITY COMPANY** (the “Grantor” whether one or more), grants to the County, its contractors, agents, and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor’s property for the purpose of constructing a portion of the proposed Corridor A2 roadway project and related appurtenances, drainage, and utility relocations (the “Roadway Construction Project”). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as Exhibit “A” and made a part of this Agreement by reference (the “Property”).

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of **TWO MILLION FIVE HUNDRED EIGHTY THOUSAND EIGHTY and 00/100 Dollars (\$2,580,080.00)** (the “Entry Deposit”). The Grantor agrees that the Entry Deposit represents adequate and full compensation for the possession and use of the Property. The County will immediately be entitled to take possession and use of the Property upon full execution of this Agreement, tender of payment of the Entry Deposit directly to Grantor, or delivery of the consideration amount to the title company as set out herein.

The parties agree that the Entry Deposit tendered represents 100% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County’s determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas, and sulfur. The parties agree that the Entry Deposit tendered to Grantor will be deducted from any final settlement amount, Special Commissioners’ award, or court judgment. In the event the amount of the final settlement or judgment

for the acquisition of the Property is less than the Entry Deposit, then the Grantor agrees that the original amount tendered represents an overpayment for the difference. Upon written notice from the County, the Grantor will promptly refund the overpayment to the County.

3. The effective date of this Agreement will be the date on which payment of the Entry Deposit pursuant to Paragraph 2 above was tendered in full to the Grantor by the County or delivered to a title company acting as escrow agent for the transaction (the “Effective Date”).
4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered GF-24030031RTROW, issued April 7, 2024, by Rise Title of Texas (and any subsequent updates prior to the Effective Date), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims, or encumbrances affecting the Property.

The above-made warranties are made by Grantor and accepted by the County, subject to the following:

- A. Visible and apparent easements not appearing of record.
 - B. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,
 - C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.
5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be January 1, 2025.
 6. This Agreement is made with the understanding that the County will continue to proceed with the acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor’s rights to receive full and just compensation as allowed by law for all of the Grantor’s interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor’s interest in any larger tract of which the Property is a part (the “Remainder”), all as the Property exists on the Effective Date of this Agreement. The County’s removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor’s rights to any relocation benefits for which Grantor may be eligible.

7. If the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period prior to the date of the award. Payment of any interest may be deferred by the County until entry of Judgment.
8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.
9. The Grantor reserves all of the oil, gas, and sulfur in and under the land herein conveyed but waives all rights of ingress and egress to the surface for the purpose of exploring, developing, mining, or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.
10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, including prorated taxes for the year in which the County takes title to the Property.
11. Notwithstanding the acquisition of the right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.
12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.
13. It is agreed the County will record this document.
14. Other conditions: None.
15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: _____

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:

2600 BLUEBONNETS, LLC, A TEXAS LIMITED LIABILITY COMPANY

By: *[Signature]*

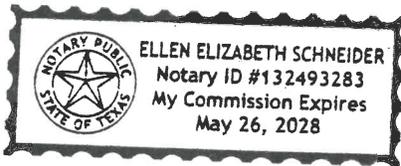
Name: JULFIKAR MAKNOJIA

Its: Trustee

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Travis

This instrument was acknowledged before me on this the 17 day of September, 2024 by Julfikar Maknojia in the capacity and for the purposes and consideration recited herein.



Ellen Elizabeth Schneider
Notary Public, State of Texas
Printed Name: Ellen Elizabeth Schneider
My Commission Expires: 5/26/2028

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this _____, 2024 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

LEGAL DESCRIPTION

Exhibit 'A'

BEING ALL OF A 5.640 ACRE (245,688 SQ. FT) TRACT OR PARCEL (PARCEL 13) OF LAND SITUATED IN THE JACOB EBBERLY SURVEY, ABSTRACT NUMBER 923, TO WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF A TRACT OF LAND DESCRIBED AS TRACT 1 AND ALL OF A CALLED 2.69 ACRE TRACT OF LAND DESCRIBED AS TRACT 2 IN THE DEED TO 2600 BLUEBONNETS, LLC, RECORDED IN DOCUMENT NO. 2023075568, OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS AND BEING ALL OF LOT 1, TEICHELMAN ACRES ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET I, SLIDE 277, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 8726519, SAID OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT (GRID COORDINATES N: 10166102.99 E: 3204878.94) FOR THE NORTHEAST CORNER OF SAID 2.69 ACRE TRACT, AND AT THE INTERSECTION OF THE EXISTING SOUTH RIGHT-OF-WAY LINE OF SAMSUNG HIGHWAY (VARIABLE WIDTH RIGHT-OF-WAY) AND THE EXISTING WEST RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 973 (VARIABLE WIDTH RIGHT-OF-WAY), SAME BEING THE SOUTHEAST CORNER OF A CALLED 52.689 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO WILLIAMSON COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2023019376, SAID OFFICIAL PUBLIC RECORDS, FROM WHICH A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "ATWELL" BEARS N54°53'51"W, A DISTANCE OF 2.23 FEET;

THENCE S07°23'44"W, WITH THE EAST LINE OF SAID 2.69 ACRE TRACT AND THE EXISTING WEST RIGHT-OF-WAY LINE OF SAID FARM TO MARKET ROAD 973, A DISTANCE OF 262.76 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 2.69 ACRE TRACT, AND AT THE NORTHEAST CORNER OF A 20' RIGHT-OF-WAY DEDICATION RECORDED IN CABINET I, SLIDE 277, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN DOCUMENT NO. 8726519, SAID OFFICIAL PUBLIC RECORDS;

THENCE N82°30'08"W, WITH THE SOUTH LINE OF SAID 2.69 ACRE TRACT AND THE NORTH LINE OF SAID 20' RIGHT-OF-WAY DEDICATION, A DISTANCE OF 20.00 FEET TO A 1/2" IRON ROD FOUND IN THE SOUTH LINE OF SAID 2.69 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF SAID LOT 1;

THENCE S07°23'44"W, WITH THE EAST LINE OF SAID LOT 1 AND THE WEST LINE OF SAID RIGHT-OF-WAY DEDICATION, A DISTANCE OF 301.74 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID LOT 1, SAME BEING THE SOUTHWEST CORNER OF SAID RIGHT-OF-WAY DEDICATION, AND IN A NORTHERLY LINE OF A CALLED 93.583 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO M. MOORE FAMILY FARMS, LLC, RECORDED IN DOCUMENT NO. 2018097226, OF SAID OFFICIAL PUBLIC RECORDS;

THENCE N82°12'05"W, WITH THE SOUTH LINE OF SAID LOT 1, AND A NORTHERLY LINE OF SAID 93.583 ACRE TRACT, A DISTANCE OF 426.73 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID LOT 1 AND A SOUTHEAST CORNER OF SAID 93.583 ACRE TRACT;

THENCE N07°19'27"E, WITH THE WEST LINE OF SAID LOT 1 AND AN EASTERLY LINE OF SAID 93.583 ACRE TRACT, A DISTANCE OF 299.50 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "SURVWEST" (HEREINAFTER REFERRED TO AS CAPPED IRON ROD SET) AT THE NORTHWEST CORNER OF SAID LOT 1, THE SOUTHWEST CORNER OF SAID 2.69 ACRE TRACT, AND IN AN EASTERLY LINE OF SAID 93.583 ACRE TRACT;

THENCE N08°21'10"E, WITH THE WEST LINE OF SAID 2.69 ACRE TRACT AND AN EASTERLY LINE OF SAID 93.583 ACRE TRACT, A DISTANCE OF 264.84 FEET TO A CAPPED IRON ROD SET AT THE NORTHWEST CORNER OF SAID 2.69 ACRE TRACT, SAME BEING THE NORTHERLY MOST NORTHEAST CORNER OF SAID 93.583 ACRE TRACT, IN THE EXISTING SOUTH RIGHT-OF-WAY LINE OF SAID SAMSUNG HIGHWAY, AND IN THE SOUTH LINE OF SAID 52.689 ACRE TRACT, FROM WHICH A 1/2" IRON ROD FOUND IN THE SOUTH LINE OF SAID 52.689 ACRE TRACT BEARS N82°14'11"W, A DISTANCE OF 1462.74 FEET;

THENCE S82°14'11"E, WITH THE NORTH LINE OF SAID 2.69 ACRE TRACT, THE EXISTING SOUTH RIGHT-OF-WAY LINE OF SAID SAMSUNG HIGHWAY, SAME BEING THE SOUTH LINE OF SAID 52.689 ACRE TRACT, A DISTANCE OF 442.67 FEET TO THE PLACE OF BEGINNING AND CONTAINING 5.640 ACRES (245,688 SQ. FT) OF LAND, MORE OR LESS.

SURVEYORS CERTIFICATION

I, ROBERT GLEN MALOY, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION FROM A SURVEY MADE ON THE GROUND ON MARCH 31, 2024, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SAID SURVEY.



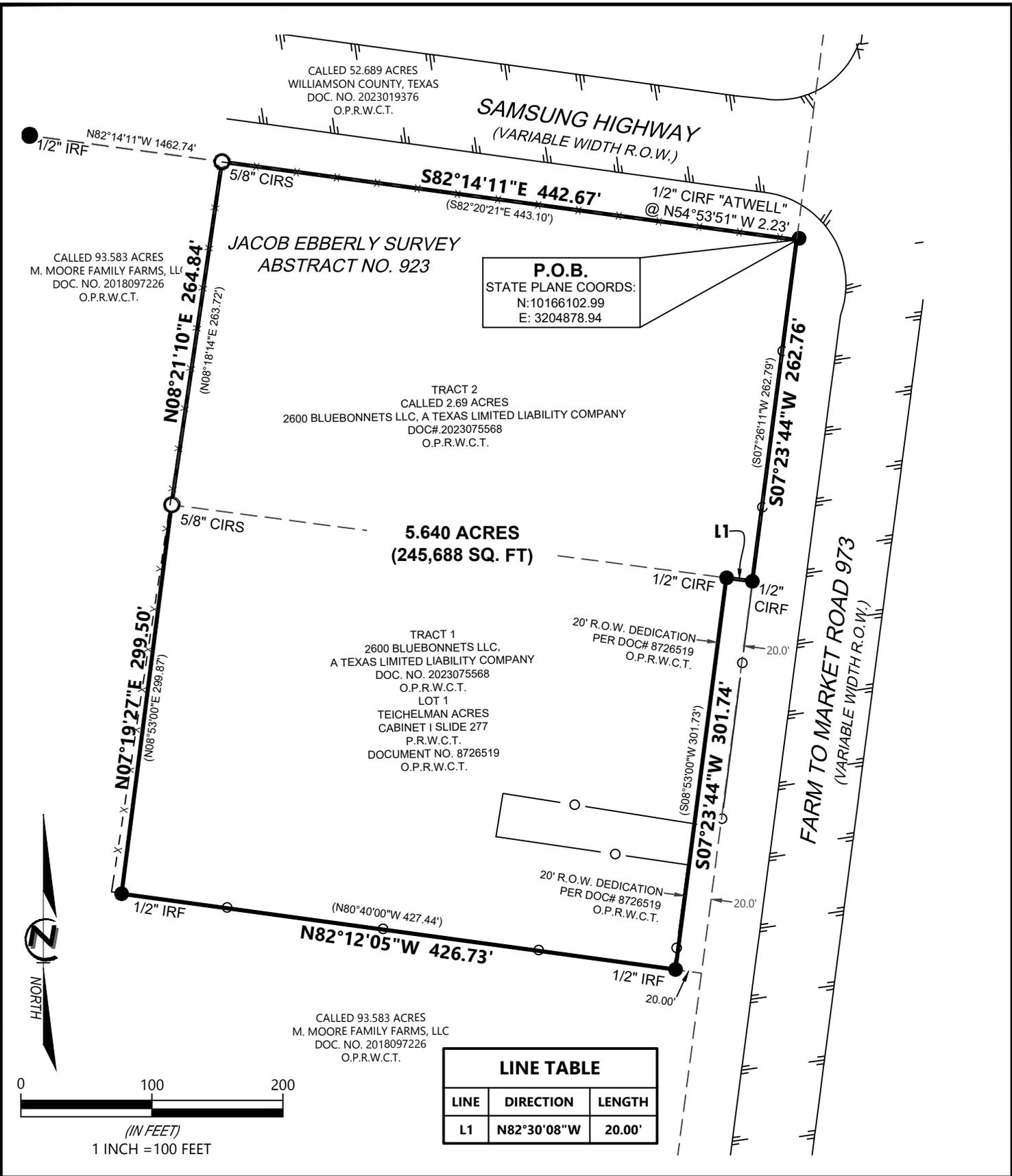
Robert Glen Maloy 07/17/2024
ROBERT GLEN MALOY
STATE OF TEXAS REGISTRATION NUMBER 6028

SURVWEST PROJECT NO.	###
ADD'L INFO:	
DRAWING NAME:	P230157 2600 BLUEBONNETS - COMBINED
REVISION:	REV DESC:



5.640 ACRES SITUATED IN THE
JACOB EBBERLY SURVEY, ABSTRACT NUMBER 923
WILLIAMSON COUNTY, TEXAS

TITLE: PROPOSED RIGHT-OF-WAY ACQUISITION EXHIBIT (PARCEL 13)				
DWN:	CHK'D	DATE:	SCALE:	SHEET NO:
KDA	RGM	07/17/2024	1:100	3 OF 3



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N82°30'08"W	20.00'

SURVSWEST PROJECT NO. P230157
 ADD'L INFO:
 DRAWING NAME: P230157 2600 BLUEBONNETS - COMBINED
 REVISION: REV DESC:

720.259.9316 6501 E Belleview Ave, Suite 300
 www.survswest.com Englewood, CO 80111

5.640 ACRES SITUATED IN THE
 JACOB EBBERLY SURVEY, ABSTRACT NUMBER 923
 WILLIAMSON COUNTY, TEXAS

TITLE:
PROPOSED RIGHT-OF-WAY
ACQUISITION EXHIBIT (PARCEL 1 3)

DWN: KDA	CHK'D RGM	DATE: 07/17/2024	SCALE: 1:100	SHEET NO: 1 OF 3
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NOTES

- DISTANCES ARE IN U.S. SURVEY FEET AND ARE DISPLAYED IN SURFACE VALUES USING A COMBINED AVERAGE SCALE FACTOR OF 1.000108 GENERATED FROM NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SYSTEM (OPUS) SOLUTIONS.
- BASIS OF BEARING IS BASED ON AN OPUS SOLUTION DATED DECEMBER 5, 2023 AND REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE (4203). COORDINATES SHOWN HEREON ARE GRID.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. NO RESEARCH INTO EASEMENTS / ENCUMBRANCES WAS PERFORMED.

LEGEND

●	FOUND MONUMENT
○	SET MONUMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT OF WAY
IRF	IRON ROD FOUND
CIRS	CAPPED IRON ROD SET
CIRF	CAPPED IRON ROD FOUND
—————	PROPERTY BOUNDARY
—— ——— ——— ———	ADJOINER LINE
—— -x- -x- -x- -x- ——	WIRE FENCE
——— ○ ———	CHAINLINK FENCE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS

SURVWEST PROJECT NO. #####
 ADD'L INFO:
 DRAWING NAME: P230157 2600 BLUEBONNETS - COMBINED
 REVISION: | REV DESC:



5.640 ACRES SITUATED IN THE
 JACOB EBBERLY SURVEY, ABSTRACT NUMBER 923
 WILLIAMSON COUNTY, TEXAS

TITLE:
**PROPOSED RIGHT-OF-WAY
 ACQUISITION EXHIBIT (PARCEL 13)**

DWN:	CHK'D	DATE:	SCALE:	SHEET NO:
KDA	RGM	07/17/2024	1:100	2 OF 3

Commissioners Court - Regular Session

46.

Meeting Date: 09/24/2024

ILA with City of Thrall for N. Barker St.

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 the participation of the City of Thrall, Texas and Williamson County, Texas in the design and construction costs related to the North Barker Street project. Funding Source: Bonds P689

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ILA

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 09/19/2024

Reviewed By

Becky Pruitt

Date

09/19/2024 11:57 AM

Started On: 09/19/2024 10:30 AM

**INTERLOCAL AGREEMENT
REGARDING THE PARTICIPATION OF THE CITY OF THRALL, TEXAS, AND
WILLIAMSON COUNTY, TEXAS, IN THE DESIGN AND CONSTRUCTION COSTS
RELATED TO THE NORTH BARKER STREET PROJECT**

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

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into between the City of Thrall, Texas (“**City**”), a Texas general law, Type-A municipality, and Williamson County, a political subdivision of the State of Texas (“**County**”). In this Agreement, City and the County are sometimes individually referred to as a “**Party**” and collectively referred to as the “**Parties**.”

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the County is and has been in the process of designing and constructing improvements to North Barker Street from CR 424 to the eastern limit of North Barker Street, as shown in Exhibit “A” attached hereto (“**County Project**”);

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the County Project; 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 City agree as follows:

PURPOSE

1.01 General. The purpose of this Agreement is to provide for the City’s participation in the design, right-of-way acquisition, utility relocation, and construction of the County Project.

**II.
DESIGN AND CONSTRUCTION OF COUNTY PROJECT**

2.01 Design of County Project. The County shall be responsible for contracting with a firm (“**Design Firm**”) regarding the engineering and design for the County Project and shall ensure that the design includes the following:

Reconstruction of the existing North Barker Street. Proposed improvements include reconstructing the road and constructing drainage improvements to the Spring Branch drainage channel between North Barker Street and South Barker Street.

2.02 Design and Construction Costs. The County shall be responsible for all costs associated with the preliminary and final design, right-of-way acquisition, relocation of utilities not owned by the City, construction bidding, project management, and all other costs related to the County Project (“Project Cost”). The estimated Project Cost is \$1,500,000, which includes all costs related to the design and construction of the County Project; except that City shall be solely responsible for the relocation of any City utilities.

2.03 Construction Plans. The County Project plans and specifications, including any amendments, for the improvements shall be provided to the City for review and comment prior to construction.

2.04 Inspection. City may inspect all aspects of the County Project located within City limits during construction. Upon receipt of notification from City that City’s inspectors determine the construction by the County is not in accordance with the approved project plans, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of City.

2.05 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the County Project.

2.06 Insurance, Bonds and Warranties. The County shall require the contractor for the County Project to name the City as an additional insured on any policies related to the County Project. The County shall require all performance and maintenance bonds in favor of the City in amounts satisfactory to the City. All applicable warranties shall be transferred to City upon final completion and acceptance of the County Project.

III. CITY OBLIGATIONS

3.01 Permission to Construct. City agrees to allow the County to construct the County Project on and within City property.

3.02 Operation and Maintenance After Acceptance. City agrees to be responsible for the operation and maintenance of the County Project improvements within the City’s territorial limits after completion and acceptance by the City.

3.03 City Payment. The City shall pay the County for the County Project in an amount not to exceed FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) in cash (the “Cash Payment”). The City shall allow the County to work on City-owned property for the County Project in areas identified in Exhibit A (the “In-Kind Contribution”). Together the Cash Payment and In-Kind Contribution are referred to as the “City Participation Amount” which shall be for the design, right-of-way acquisition, and construction, including relocation costs for utilities not owned by the City. The County will submit an invoice for the City Participation Amount upon award of the construction contract.

3.04 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 City Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by City 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 City 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.

3.05 NO LIABILITY OR WARRANTY OF SERVICES. CITY 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. CITY AGREES AND ACKNOWLEDGES THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT CITY MAY HAVE NOW OR IN THE FUTURE AGAINST AN ENGINEER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY CITY, OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER CITY RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD PARTY PURSUANT THIS AGREEMENT.

IV. DISPUTES

4.01 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 will make 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 will 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 will mitigate direct or consequential damages 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.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in monetary damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to 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 shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, 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.

4.03 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.

V. GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the County Project and acceptance of the public improvements by the City.

5.03 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 contained herein.

5.04 Payment from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.06 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 shown in Exhibit A.

5.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. The venue for any action arising hereunder will be in Williamson County, Texas.

5.09 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 telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

THRALL: _____

COUNTY: 710 S. Main Street
Georgetown, Texas 78626
Attn: Bill Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.10 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.

5.11 Authority. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

5.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.13 No Joint Venture. The County Project is the sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

THE CITY OF THRALL, TEXAS

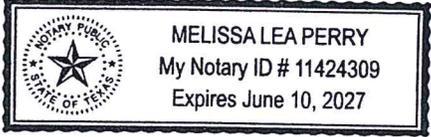
By: [Signature]

Name: Troy Marx

Its: Mayor

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 20th day of August, 2024, by Troy Marx as Mayor of the City of Thrall, Texas, on behalf of said City.



[Signature]
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

ATTEST:

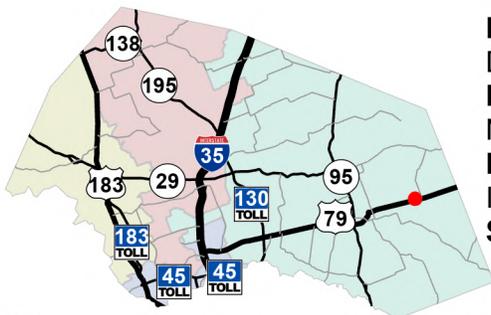
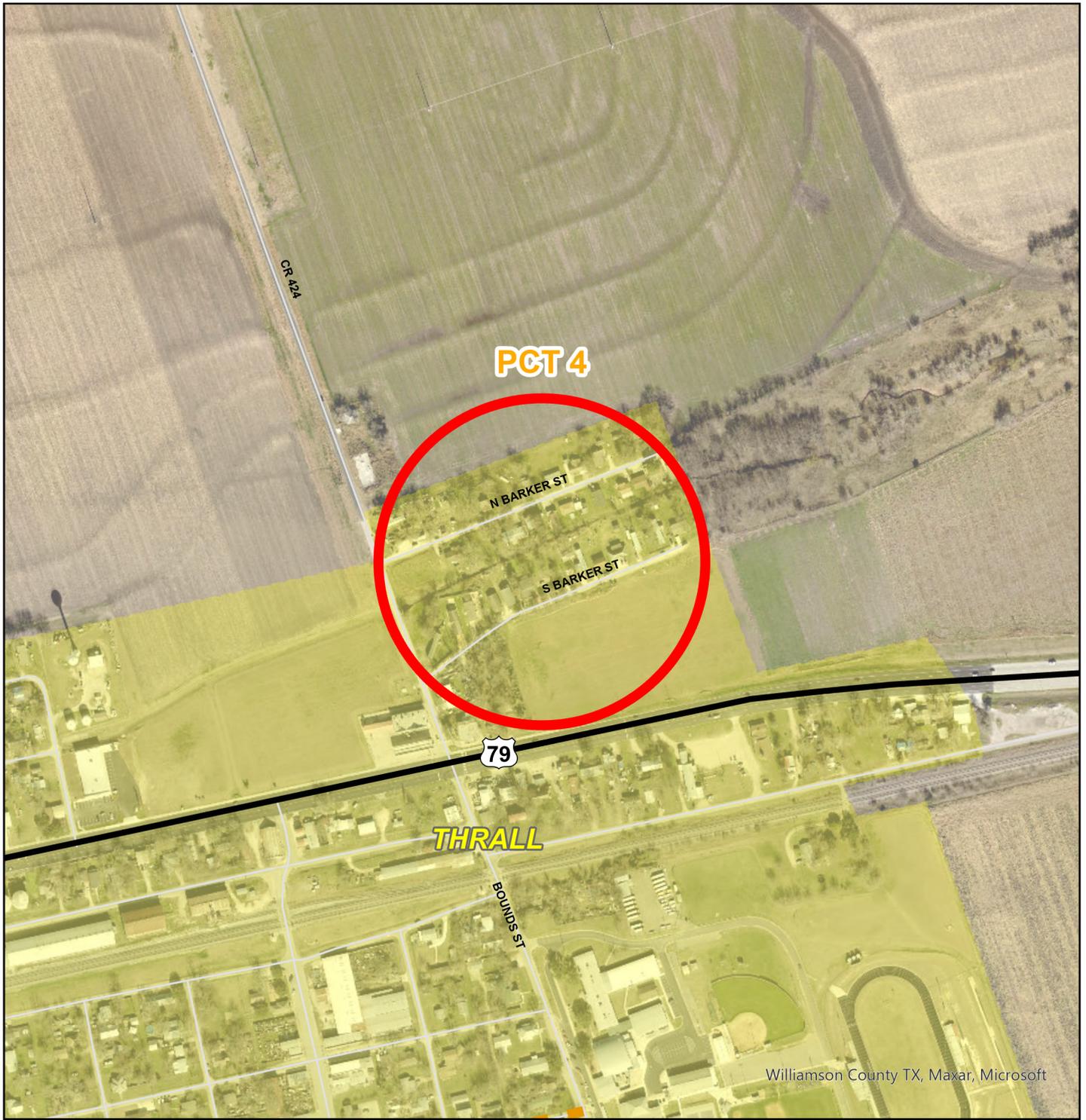
By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

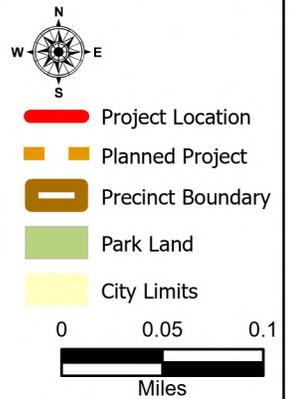
THIS INSTRUMENT was acknowledged before me on this _____, by Bill Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

Notary Public, State of Texas

Exhibit “A”



Project Name: North and South Barker Street Drainage Improvements
Project Limits: From CR 424 to East end of N & S Barker Streets
Project Improvements: Roadway and Drainage Improvements
Submitted By: City of Thrall



Note:
 The location of facilities are conceptual only. Final alignments will be determined through appropriate planning studies.

Commissioners Court - Regular Session

47.

Meeting Date: 09/24/2024

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 a third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to the 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 CR 143
- c) Discuss the acquisition of real property for County Facilities.
- d) Discuss the acquisition of real property for CR 255.
- e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
- f) Discuss the acquisition of real property for the future SH 29 corridor.
- g) Discuss the acquisition of right-of-way for Hero Way.
- h) Discuss the acquisition of right-of-way for E. Wilco Highway.
- i) Discuss the acquisition of right-of-way for Corridor A-2.
- j) Discuss the acquisition of right-of-way for Corridor B
- k) Discuss the acquisition of right-of-way for Corridor C.
- l) Discuss the acquisition of right-of-way for Corridor D.
- m) Discuss the acquisition of right-of-way for Corridor E.
- n) Discuss the acquisition of right-of-way for Corridor F
- o) Discuss the acquisition of right-of-way for Corridor H
- p) Discuss the acquisition of right of way for Corridor J.
- q) Discuss the acquisition of right of way for Corridor K.
- r) Discuss the acquisition of right of way for Corridor I.
- s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
- t) Discuss the acquisition of right-of-way for CR 313.
- u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
- v) Discuss the acquisition of right of way for CR 314.
- w) Discuss the acquisition of real property for the Seward Junction Loop
- x) Discuss the acquisition of real property for CR 110N
- y) Discuss acquisition of real property located near 6531 RM 2243, Leander, Texas
- z) Discuss the acquisition of real property for the Long Range Transportation Plan.
- aa) Discuss property located at 9500 Lake Creek Parkway, Austin, TX 78717
- bb) Discuss the acquisition of real property for Williamson County Justice Center and Corrections Facilities

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to the proposed or potential sale or lease of property owned by the County

- a) Discuss country-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 at 747 County Rd. 138 Hutto, Texas
- d) Discuss Blue Springs Blvd. property

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 09/19/2024

Reviewed By

Becky Pruitt

Date

09/19/2024 11:48 AM

Started On: 09/18/2024 03:19 PM

Commissioners Court - Regular Session

48.

Meeting Date: 09/24/2024

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 Skyfall
- b) Project SoulBrain
- c) Project School Bus
- d) Project Lunch Lady
- e) Project History

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 09/19/2024

Reviewed By

Becky Pruitt

Date

09/19/2024 11:56 AM

Started On: 09/18/2024 03:20 PM