

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
October 8, 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 – 21)

3. Discuss, consider and take appropriate action on a line item transfer for various departments.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Departmental/Contingencies	\$34,267.26
TO	0100-0540-005700	EMS/Vehicles	\$16,178.91
TO	0100-0560-005700	Sheriff's Office/Vehicles	\$18,088.35

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-000777	NonDept/Transfer to Captl Proj	\$18,028,225
TO	0100-0409-005000	NonDept/Capital Outlay > \$5K	\$18,028,225

5. Discuss, consider, and take appropriate action to approve Justice of the Precinct 2 September 2024 Monthly Report in compliance with Code of Criminal Procedure 103.005.
6. Discuss, consider and take appropriate action and note in the official minutes the adoption of an employer contribution rate of 16.05% to Texas County & District Retirement System (TCDRS) for Plan Year 2025.
7. Discuss, consider, and take appropriate action on authorizing the purchase and service contract #2024284 between Strategic Government Resources (SGR) and Williamson County for EMS Director search, in the amount of twenty-eight thousand, four hundred nineteen dollars and no cents (\$28,419.00), pursuant to North TxShare Cooperative contract #2024-019 and execution Agreement.
8. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Request for Information (ERP) Enterprise Resource Planning System Selection Project under RFI #24RFI75.
9. Discuss, consider and take appropriate action on approving the Addendum #202520 between Williamson County and Catalis Public Works and Citizen Engagement, LLC, for Performance Center reporting software, covering the term of October 1, 2024 – September 30, 2025, for the annual amount of \$85,255.00 pursuant to BuyBoard Contract #661-22 and authorizing the execution of the addendum.
10. Discuss, consider and take appropriate action on approving Agreement #202516 for consulting services with Rely Information Systems, LLC for Oracle Database Administrator (DBA) patch and upgrade assistance and general DBA support and maintenance of Williamson County Oracle applications for the term of 11.01.24-10.31.25 in the not-to-exceed amount of \$77,760.00, exempting the purchase from the competitive bidding proposal requirements per the County Purchasing Act, pursuant to the discretionary exemption for personal services, as set forth under the Texas Local Government Code, Section 262.024.(a)(4), a personal or professional service and authorizing execution of the agreement.
11. Discuss, consider, and take appropriate action on approving the Interlocal Agreement (ILA) #202529 between Williamson County and Capital Area Council of Governments (CAPCOG) for 9-1-1 Geographic Information Systems Database Management, and authorizing the execution of the agreement.
12. Discuss, consider and take appropriate action on approving Agreement #2024313 with Data Armor, LLC to provide on-site shredding services to support Williamson County Departments on an as needed basis for a not-to-exceed amount of \$25,000.00, and authorizing the execution of the agreement.
13. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Associate Medical Director, under RFSQ #24RFSQ76.

14. Discuss, consider and take appropriate action on a Professional Services Agreement (PSA) for the purpose of providing pre-employment psychological screenings related to the potential hiring of new Williamson County Sheriff's Office employees, between Williamson County and Dr. Eugene Waters of AdventHealth; with a not-to-exceed amount of \$10,000 for FY25, and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Local Government Code § 262.024(a)(4) and authorizing the execution of the agreement.
15. Discuss, consider and take appropriate action on approving the FY25 CSCD (Adult Probation) Collection of Fines and Fees Memorandum of Understanding.
16. Discuss, consider and take appropriate action on approving the FY25 CSCD (Adult Probation) CSR Memorandum of Understanding.
17. Discuss, consider and take appropriate action on approving the FY25 CSCD (Adult Probation) DWI-Drug Court Counselor Memorandum of Understanding.
18. Discuss, consider and take appropriate action on ratification of blanket PO 187220 for the additional repair of September FY2023 Hail damaged vehicles in the amount of \$92,383.88, exempting this purchase from competitive bidding/proposal requirements, pursuant to Tex/Loc. Gov't Code Section 262.024(11) ("Vehicle and Equipment Repairs").
19. Discuss, consider and take appropriate action to approve the Tax Collection Agreement Northwest Williamson Municipal Utility District No 1 and the County of Williamson, Texas.
20. Discuss, consider, and take appropriate action on approving property tax refunds over \$2,500.00 through 10/03/2024 for the Williamson County Tax Assessor/Collector.
21. Discuss, consider and take appropriate action on approval of the preliminary plat for the Eureka Mills subdivision – Precinct 4.

REGULAR AGENDA

22. Discuss and take appropriate action to proclaim October 6 - 12, 2024, as National 4-H Week in Williamson County. Hear a short presentation by Williamson County 4-H members.
23. Discuss, consider and take appropriate action on a proclamation recognizing the month of October to be National Domestic Violence Awareness Month.
24. Discuss, consider, and take appropriate action on the list of proposed organizations for cycle 2.2 of the salary study.

25. 09:30 AM - Hold Public Hearing regarding setting the rate associated with the 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 & Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.
26. Discuss, consider and take appropriate action on setting the rate associated with the 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 & Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.
27. Discuss, consider and take appropriate action on a required Resolution and Taxing Unit Checklist nominating Jon Lux to the Williamson Central Appraisal District Board of Directors for a 1-year term beginning January 1, 2025 and ending December 31, 2025.
28. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional revenues for the Williamson County Regional Animal Shelter Donation Fund for Fiscal Year 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.361300	Interest, Investments	\$9,675.64
	0546.0000.367404	Animal Shelter Donations	\$88,699.30
	0546.0000.367440	Jane's Fund Donations	\$3,500.00
	0546.0000.367442	Play Yard Donations	\$150.00
	0546.0000.367443	Heart Worm Trmt Donations	\$75.00
	0546.0000.367445	SIT Team Donations	\$373.00
	0546.0000.367447	Animal Transport Donations	\$1,023.20
	0546.0000.367448	Kitten Care Donations	\$1,735.00
	0546.0000.370150	Sales of Pet Care Products	\$1,398.37

29. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for the Williamson County Regional Animal Shelter Donation Fund for Fiscal Year 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	\$1,537.92
	0546.0546.003670	Use of Donations	\$97,551.17
	0546.0546.004100	Professional Services	\$3,849.29
	0546.0546.004105	Foster Home Care	\$1,908.15

	0546.0546.004231	Travel	\$1,125.31
	0546.0546.004232	Training	\$410.22
	0546.0546.004509	Facility Enhancements	\$164.97
	0546.0546.004975	Animal Medical Care	\$82.48

30. Discuss, consider and take appropriate action on approving FY2025 countywide Risk policies rates through contract #23RFP80 for Property Casualty Workers' Comp Third Party Administrator, Gallagher Basset Services, Inc, previously awarded 9.12.2023 under agenda item #34, and authorizing the execution of the rate sheet.
31. Discuss, consider and take appropriate action on authorizing Work Order Agreement #202517 for Unified Enterprise Support Services with Microsoft Corporation per DIR Contract #DIR-CPO-4911 for the term of three (3) years beginning 11.01.24-10.31.27, in the amount of \$397,385.81, and authorizing the execution of the agreement.
32. Discuss, consider, and take appropriate action on approving agreement #202521 between Williamson County and SHI Government Solutions, Inc. for Adobe Enterprise licenses and subscription renewals, for a total amount of \$120,655.00 pursuant to Sourcewell contract #081419-SHI, and authorizing the execution of this agreement.
33. Discuss, consider and take appropriate action on authorizing Renewal #1 of Contract #T4520, Blackland Heritage Farm Lease, for the same terms and conditions as the existing contract, with the exception of an annual price change to \$29,711.00 annually, for the term of October 1, 2024 – September 30, 2025, with Randall Fischer, and authorizing execution of the renewal agreement.
34. Discuss, consider and take appropriate action to authorize Renewal #1 for Contract #22RFP12 Tennis Operations and Pro Shop Manager for Rippner Tennis for the Parks Department, for the same terms and conditions, extending the contract from September 14, 2024, to September 13, 2025.
35. Discuss, consider and take appropriate action authorizing the Williamson County Sheriff's Office to apply for funding through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2024, Local Solicitation.
36. Discuss and hear presentation on current Capital and Fiscal Year Facility Enhancement Projects.
37. Receive and acknowledge approval of Change Order Numbers 3 and 4 from Texas Air Systems for the Jail S. Boiler Project in the amount of \$48,439. and \$51,784., which were approved by Williamson County Facilities Architect Trenton Jacobs pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.
38. Discuss, consider and take appropriate action on approving the Guaranteed Maximum Price Proposal (GMP) with awarded RFP #24RFP48 Construction Manager at Risk (CMAR) for the Williamson County Expo West Arena to Bartlett Cocke General Contractors, LLC, Inc in the amount of Ten Million Seven Hundred Forty-Three Thousand Two Hundred Seventy-Two Dollars (\$10,743,272.00) and authorize the execution of the GMP between Bartlett Cocke General Contractors, LLC and Williamson County. The funding source is P635.

39. Discuss, consider and take appropriate action approving an amendment for Automated Logic Contracting Services, Inc. extending the lead time and expiration of the contract from October 9, 2024 to March 31, 2025, and authorizing the execution of the amendment.
40. Discuss, consider and take appropriate action approving an amendment to Jay Harkins Company Inc., extending the lead time and expiration of the contract from July 31, 2024, to December 31, 2024, and authorizing the execution of the amendment.
41. Discuss, consider, and take appropriate action to authorize Renewal #1 for or contract #23IFB109 for Hauling Services for Husky Trucking LLC for Road and Bridge Department, for the same rates, terms and conditions as the existing contract for the term of November 2, 2024 through November 1, 2025.
42. Discuss, consider and take appropriate action on Contract Amendment No 3 under Williamson County Contract for Surveying Services between Surveying And Mapping and Williamson County dated May 19, 2020 for Surveying Services. Funding source: P588.
43. Discuss, consider and take appropriate action on Supplemental No. 1 to Work Authorization No 13 in the amount of \$171,020.00 to expire May 31, 2025, under Williamson County Contract for Surveying Services between Surveying And Mapping and Williamson County dated May 19, 2020 for Corridor E3/E4 from CR 127 to CR 327. Funding source: P588.
44. Discuss, consider, and take appropriate action regarding Change Order No. 6 in the amount of (\$523,234.36) for Project 22IFB141 CR 258 Extension (Joe Bland Construction) P: 277 Funding Source: Road Bond.
45. Discuss, consider, and take appropriate action regarding Change Order No. 9R in the amount of (\$150,160.51) for Project 22IFB57 CR 401 Reconstruction (James Construction Group) P: 390 Funding Source: Road Bond.
46. Discuss, consider, and take appropriate action regarding Change Order No. 20 in the amount of \$167,583.65 for Project 22IFB139 FM3349 at US79 (James Construction Group) P: 332 Funding Source: Road Bond.
47. Discuss, consider, and take appropriate action on Consent to Contract Assignment between Williamson County, DEC -- Central Texas, LLC (the Assignor), and Gannett Fleming, Inc. (the Assignee) in relation to the Chandler Corridor Segment 1 contract, being dated September 29, 2022 and CR 134 / CR 132 Extension (Hutto Arterial) contract, being dated April 7, 2020.
48. Discuss, consider and take appropriate action on authorizing the County Judge to execute a Chapter 312 tax abatement agreement with Soulbrain TX LLC.
49. Discuss, consider and take appropriate action on a real estate contract with Ronnie Lee Kelm and Sherry Ann Kelm to acquire 2.239 AC needed as right of way on the CR 314 project (Parcel 2). Funding Source: Bonds P364

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)."

50. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
- A. Real Estate Owned by Third Parties
- Preliminary discussions relating to the proposed or potential purchase or lease of property owned by third parties
- a) Discuss the acquisition of real property: Bud Stockton Dr.
 - 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 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 proposed or potential sale or lease of property owned by the County
- a) Discuss County owned real estate containing underground water rights and interests.
 - b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
 - c) Sale of property located 747 County Rd. 138 Hutto, Texas

d) Discuss Blue Springs Blvd. property

51. 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

52. 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. 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
- 8. 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
- 9. 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
- 10. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
- 11. 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
- 12. 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
- 13. 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
- 14. 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
- 15. 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

16. 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

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

18. Civil Action No. 1:24-cv-01183; Johnny Joe Tijerina v. Andrew Rodriguez, et al.; in the United States District Court for the Western District of Texas, Austin Division

c. Administrative Complaints:

d. Claims:

e. Other:

1. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
2. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
3. Legal matters, 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

53. 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).
54. 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).
55. 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)

56. Discuss and take appropriate action concerning economic development.
57. Discuss and take appropriate action concerning real estate.
58. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:
 - a. General:
 1. Litigation or claims or potential litigation or claims against the County or by the County
 2. Status Update-Pending Cases or Claims
 3. Employee/personnel related matters
 4. Other confidential attorney-client matters, including contracts and certain matters related to

county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.

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2. Civil Action No. 1:21-cv-00074-LY; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
3. Civil Action No. 1:21-cv-00374-RP; Gary Watsky v. Williamson County, Texas, and Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District of Texas, Austin Division
4. Civil Action No. 1:21-cv-00615-LY; Bernardo Acosta v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
5. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
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7. 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
8. 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
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10. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
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14. 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
15. 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
16. 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
17. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas
18. Civil Action No. 1:24-cv-01183; Johnny Joe Tijerina v. Andrew Rodriguez, et al.; in the United States District Court for the Western District of Texas, Austin Division

c. Administrative Complaints:

d. Claims:

e. Other:

1. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
2. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
3. Legal matters, 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

59. 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.
60. Comments from Commissioners.
61. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 4th day of October 2024 at 4:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**3.****Meeting Date:** 10/08/2024

Line Item Transfer

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

Information**Agenda Item**

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

Background

Unit EA1616 and EB1890 from EMS and unit SB2319 from the SO were part of the hail damaged units being repaired in FY24. The vendor believed repairs could be completed by 9/30/24 but has since encountered delays. Unit repairs will not be completed by 9/30/2024 and, therefore, will need to be paid from the FY25 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Departmental/Contingencies	\$34,267.26
TO	0100-0540-005700	EMS/Vehicles	\$16,178.91
TO	0100-0560-005700	Sheriff's Office/Vehicles	\$18,088.35

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office (Originator)

Form Started By: Ashlie Holladay

Final Approval Date: 10/02/2024

Reviewed By

Becky Pruitt

Ashlie Holladay

Date

10/01/2024 01:57 PM

10/02/2024 01:29 PM

Started On: 10/01/2024 11:21 AM

Commissioners Court - Regular Session**4.****Meeting Date:** 10/08/2024

Line Item Transfer

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

Information**Agenda Item**

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

Background

The money for the purchase of the Lake Creek Parkway property was budgeted in line 0100-0409-000777, Transfer to Capital Projects. Audit has requested this transaction be paid from line 0100-409-005000, Capital Outlay. We are moving the money to accommodate this request.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-000777	NonDept/Transfer to Captl Proj	\$18,028,225
TO	0100-0409-005000	NonDept/Capital Outlay > \$5K	\$18,028,225

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 10/02/2024

Reviewed By

Becky Pruitt

Date

10/02/2024 12:50 PM

Started On: 10/01/2024 03:57 PM

Commissioners Court - Regular Session**5.****Meeting Date:** 10/08/2024

September Monthly Report

Submitted For: Angela Williams**Submitted By:** Melissa East, J.P. Pct. #2**Department:** J.P. Pct. #2**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action to approve Justice of the Precinct 2 September 2024 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

2024 September Monthly Report

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melissa East

Final Approval Date: 10/01/2024

Reviewed By

Becky Pruitt

Date

10/01/2024 01:58 PM

Started On: 10/01/2024 01:19 PM

Affidavit

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Angela Williams, Justice of the Peace, Precinct 2, Williamson County, who on her oath, stated that the attached report of monies collected is a true and correct report for the month of SEPTEMBER, 2024.



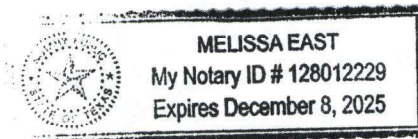
Angela Williams

ANGELA WILLIAMS
JUSTICE OF THE PEACE
WILLIAMSON COUNTY PRECINCT 2

On this 1st day of October 2024, to certify which witness my hand and seal of office.

Melissa East

Notary Public
in and for the State of Texas



Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: **09/01/2024 - 09/30/2024** Case Categories: **Criminal; Civil**
Locations: **JP2**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-2-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	524.10
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-2-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	1,086.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-2-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	350.00
01-0100-0000-341802 - FEES OF OFFICE, JP PCT-2	L-004-2-01-0100-0000-341802: 01-0100-0000-341802 - FEES OF OFFICE, JP PCT #2	10,449.47
01-0100-0000-341902 - CIVIL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341902: 01-0100-0000-341902 - Fees of Office, Const. PCT #2	8,920.00
01-0100-0000-341912 - CRIMINAL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341912: 01-0100-0000-341912 - Fees of Office, Crim. Const PCT #2	205.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-2-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	320.00
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-2-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	293.61
01-0100-0000-351302 - FINES, JP PCT-2	L-004-2-01-0100-0000-351302: 01-0100-0000-351302 - FINES, JP PCT #2	21,581.00
01-0100-0000-365103 Language Access Fund	L-004-2-01-0100-0000-365103: Language Access Fund	966.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-2-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC - Misd C	2,584.03
0100 - General Fund Total:		47,279.21
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-2-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,610.00
0370 - Alternate Dispute Resolution Fund Total:		1,610.00
0399 - State Agency Fund		
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-2-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	11,381.56
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	252.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-2-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	392.86
01-0399-0000-208426 - State Traffic Fine Due to State 2020	L-004-2-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	4,504.72
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-2-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	673.00
0399 - State Agency Fund Total:		17,204.14
JP BOND		
01-0100-0000-207034 - JP2 Bond Liability Account	L-004-2-02-00002: JP2 Registry Bond Account Liability	100.00
JP BOND Total:		100.00
Fee Totals for All Funds:		66,193.35

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 09/01/2024 - 09/30/2024 Case Categories: Criminal; Civil
Locations: JP2

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC2	Arrest Fee - Constable 2 CCP 102.011(a)(1), 102.011(e)	5.00	1	0.00	0	0.00	0	5.00	1
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	170.00	34	0.00	0	0.00	0	170.00	34
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	392.86	81	0.00	0	0.00	0	392.86	81
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	285.00	58	0.00	0	0.00	0	285.00	58
2020AHLHIS	Arrest Fee - Liberty Hill ISD CCP 102.011(a)(1), 102.011(e)	40.00	9	0.00	0	0.00	0	40.00	9
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	11,381.56	189	0.00	0	0.00	0	11,381.56	189
2020CDF	Compliance Dismissal Fine	290.00	30	0.00	0	(10.00)	1	280.00	31
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	260.94	30	10.00	1	(10.00)	1	260.94	32
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	2,584.03	190	0.00	0	0.00	0	2,584.03	190
2020LTF	Local Traffic Fine (TC 542.403)	270.28	94	0.00	0	0.00	0	270.28	94
2020STF	State Traffic Fine (TC 542.4031)	4,504.72	94	0.00	0	0.00	0	4,504.72	94
2020TPF	Time Payment Fee CCP 102.030	293.61	24	0.00	0	0.00	0	293.61	24
2020WFC2	Warrant Fee - Const Pct 2 CCP 102.011(a)(2), 102.011(e)	200.00	4	0.00	0	0.00	0	200.00	4
2020WFC4	Warrant Fee - Const Pct 4 CCP 102.011(a)(2), 102.011(e)	150.00	3	0.00	0	0.00	0	150.00	3
2020FWCSO	Warrant Fee Sheriff's Office CCP 102.011(a)(2). 102.011(e)	350.00	8	0.00	0	0.00	0	350.00	8
AB	Abstract	20.00	4	0.00	0	0.00	0	20.00	4
CB	Cash Bond	100.00	1	0.00	0	0.00	0	100.00	1
CCOP	Civil Copies	24.25	14	0.00	0	0.00	0	24.25	14
CFINE	County Fine	21,276.00	157	20.00	2	(20.00)	2	21,276.00	161
COLLFEE	Collection Agency Fee	524.10	7	0.00	0	0.00	0	524.10	7
CONT2	Constable Service Fee Pct #2	6,800.00	60	0.00	0	(80.00)	1	6,720.00	61
CRFEEOVER	Criminal Overpayment Fee	226.00	1	0.00	0	0.00	0	226.00	1
CSFF	Child Safety Fee (CCP 102.014(d))	80.00	4	0.00	0	0.00	0	80.00	4
CVFEEOVER	Civil Overpayment Fee	80.00	1	0.00	0	0.00	0	80.00	1
DDF	Deferred Disposition Fee	1,054.00	10	10.00	1	(10.00)	1	1,054.00	12
OPAY	Over Payments > \$10	10.00	1	0.00	0	0.00	0	10.00	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,615.00	323	0.00	0	(5.00)	1	1,610.00	324

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 09/01/2024 - 09/30/2024 Case Categories: Criminal; Civil
Locations: JP2

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
SB41JCSF	Justice Court Support Fund	8,075.00	323	0.00	0	(25.00)	1	8,050.00	324
SB41LAF	Language Access Fund - LGC 135.155	969.00	323	0.00	0	(3.00)	1	966.00	324
SB41SCF	State Consolidated Fee	252.00	12	0.00	0	0.00	0	252.00	12
SCH	School District Fine	780.00	5	0.00	0	0.00	0	780.00	5
SFMCWV	State Fine - Motor Carrier Weight Violation	673.00	1	0.00	0	0.00	0	673.00	1
TCCF	Truant Conduct Contempt Fine - Child	305.00	11	0.00	0	0.00	0	305.00	11
WEXEC	Writ of Execution	15.00	3	0.00	0	0.00	0	15.00	3
WGAR	Writ of Garnishment	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	55.00	11	0.00	0	0.00	0	55.00	11
WSF2	Constable #2 - Writ Service Fee	2,200.00	11	0.00	0	0.00	0	2,200.00	11
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		66,316.35	2,133	40.00	4	(163.00)	9	66,193.35	2,146

Commissioners Court - Regular Session**6.****Meeting Date:** 10/08/2024

TCDRS

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 and note in the official minutes the adoption of an employer contribution rate of 16.05% to Texas County & District Retirement System (TCDRS) for Plan Year 2025.

Background

This rate was included in the approved budget calculations for Fiscal Year 25. This rate also provides a 1% increase for retirees.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

PY.25

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rebecca Clemons

Final Approval Date: 10/01/2024

Reviewed By

Becky Pruitt

Date

10/01/2024 01:51 PM

Started On: 09/26/2024 12:31 PM



Plan Agreement for Plan Year 2025
Williamson County – 345
Effective as of Jan. 1, 2025

Basic Plan Options

Employee Deposit Rate:	7%
Employer Matching:	250%
Prior Service Credit:	175%

Retirement Eligibility

At 60 (Vesting)	8 years of service
Rule of	75 years total age + service
At Any Age	30 years of service

Optional Benefits

Partial Lump-sum Payment at Retirement:	No
Group Term Life:	None
COLA:	1% Flat-Rate

Retirement Plan Funding

Elected Rate:	16.05%
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Total Contribution Rate

Retirement Plan Rate:	16.05%
Group Term Life Rate:	N/A
Total Contribution Rate:	16.05%

Certification

I certify that the plan agreement for the participation of Williamson County in TCDRS for the 2025 plan year truly and accurately reflects the official action taken during properly posted and noticed meeting on 10/8/2024 by the Commissioners Court and such action is recorded in the official minutes.

County Judge's Printed Name: _____

County Judge's Signature: _____ Date: _____

Commissioners Court - Regular Session**7.****Meeting Date:** 10/08/2024

Approval of Proposal for Executive Recruitment Services for Human Resources Department

Submitted For: Joy Simonton**Submitted By:** Fernando Ramirez, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the purchase and service contract #2024284 between Strategic Government Resources (SGR) and Williamson County for EMS Director search, in the amount of twenty-eight thousand, four hundred nineteen dollars and no cents (\$28,419.00), pursuant to North TxShare Cooperative contract #2024-019 and execution Agreement.

Background

Approval of this proposal will allow Human Resources to hire a new EMS Director via SGR. The proposal attached outlines the scope of work and associated pricing. The funding source is 01.0100.0402.004100 via Origination ID# 608. The department point of contact is Rebecca Clemons.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Addendum with Proposal

Form 1295 - Strategic Government Resources

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Fernando Ramirez

Final Approval Date: 10/02/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/02/2024 03:34 PM

10/02/2024 03:37 PM

Started On: 09/30/2024 09:59 AM

**WILLIAMSON COUNTY
ADDENDUM FOR
STRATEGIC GOVERNMENT RESOURCES, 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 WILLIAMSON COUNTY ADDENDUM FOR STRATEGIC GOVERNMENT RESOURCES, INC. (“Addendum”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Strategic Government Resources, Inc.** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Addendum constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Addendum include the following:

- A. Service Provider Proposal (Exhibit A);
- B. Master Services Agreement # 2024-019; and
- C. This Williamson County Addendum.

II.

Effective Date and Term: This Addendum shall be in full force and effect as of October 1, 2024 and shall continue until February 28, 2025 or when terminated pursuant to this Addendum, whichever event occurs first.

III.

Consideration and Compensation: Service Provider will be compensated based on the fixed sum as set out in Service Provider Proposal (Exhibit A). The not-to-exceed amount under this Addendum is Twenty-Eight Thousand Four Hundred Nineteen Dollars (\$28,419.00).

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

IV.

Tax Exemption: The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

V.

Insurance: Service Provider shall provide and maintain, until the services covered in this Addendum is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (<i>including premises, completed operations and contractual</i>)	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Service Provider shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Agreement, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Addendum and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Agreement. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT

BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

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

IX.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered, including but not limited to all applicable laws, regulations, and standards pertaining to data protection and privacy. Any alterations, additions, or deletions to the terms of the Addendum that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Addendum without written amendment hereto and shall become effective on the date designed by such law or by regulation.

X.

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

XI.

Venue and Applicable Law: Venue of this Addendum shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: In case any one or more of the provisions contained in this Addendum 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 Addendum and this Addendum shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

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

XIV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Addendum.

XIV.

No Assignment: Service Provider may not assign this Addendum without written approval from the County.

XV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVI.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act. County promises and agrees that if County receives an open records request, County will notify and share the request with Service Provider in writing as soon as possible and that County shall provide sufficient time for Service Provider to notify and provide advance notice to the impacted individuals prior to County releasing the required information with protected information redacted.

XVII.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XVIII.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf\(wilco.org\)](#). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XIX.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Addendum on behalf of the County.

IN WITNESS that the signatures of all parties in duplicate original to be effective as of the date provided above.

WILLIAMSON COUNTY:

Authorized Signature

Judge Bill Gravell, Jr.,
County Judge

Date: _____, 20____

SERVICE PROVIDER:

Strategic Government Resources, Inc., DBA SGR
Name of Service Provider

Jeri J. Peters
Authorized Signature

Jeri J. Peters
Printed Name

Date: September 24th, 20 24

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Sep 30 2024 Time: 9:16 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Sep 27 2024 Time: 12:32 pm

Exhibit A

Proposal

PROPOSAL FOR EXECUTIVE RECRUITMENT SERVICES

Emergency Medical Services Director Williamson County, Texas

August 29, 2024

This proposal is valid for 60 days.

References TxShare Master Services Agreement
#2024-019 between SGR and NCTCOG



Strategic Government Resources
P.O. Box 1642, Keller, Texas 76244
Office: 817-337-8581

JJ Peters, President of Executive Recruitment
JJPeters@GovernmentResource.com



August 29, 2024

Bill Zito, Senior Director of Emergency Services
Williamson County, Texas

Dear Mr. Zito,

Thank you for the opportunity to submit this proposal to assist Williamson County in your recruitment for a new Emergency Medical Services Director. At SGR, we take pride in our unique ability to provide personalized and comprehensive recruitment services to meet your specific needs.

We would like to highlight some key aspects that set SGR apart from other recruitment firms and enable us to reach the most extensive and diverse pool of applicants available:

- SGR is a recognized thought leader in local government management and is actively engaged in local government operations, issues, and best management practices.
- SGR has conducted executive recruitments for over 450 local government clients in 37 states, and we value the long-term relationships we have developed with many of our clients who continue to partner with us on future recruitment needs.
- We have a broad community of over 18,000 followers on LinkedIn, one platform we utilize to connect with a wide range of active and passive candidates across the nation.
- Our Servant Leadership e-newsletter, with a subscriber base of over 40,000 in all 50 states, announces all SGR recruitments, further extending our reach. Your position will also be posted on SGR's website and our Job Board.
- In addition, SGR sends targeted emails to our extensive opt-in Job Alert subscriber database.

We are happy to provide references upon request. Please note, all provisions of TxShare Master Services Agreement #2024-019 apply under this proposal. We are enthusiastic about the prospect of conducting this recruitment for Williamson County, and we are available to schedule a meeting at your convenience to discuss further.

Respectfully submitted,

Jeri J. Peters, President of Executive Recruitment
JJPeters@GovernmentResource.com

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About SGR

Strategic Government Resources, Inc. (SGR) exists to help local governments become more successful by recruiting, assessing, and developing innovative, collaborative, and authentic leaders. SGR was incorporated in Texas in 2002 with the mission to facilitate innovative leadership in local government. SGR is fully owned by former City Manager Ron Holifield, who spent two high-profile decades in city management and served as a City Manager in several cities.

SGR's business model is truly unique. Although we are a private company, SGR operates like a local government association. Most of SGR's principals are former local government officials, allowing SGR to bring a perspective and depth of local government expertise to every project that no other firm can match.

SGR's Core Values are Customer Service, Integrity, Philanthropy, Continuous Improvement, Agility, Collaboration, Protecting Relationships, and the Golden Rule.

SGR is a full-service firm, specializing in providing solutions for local governments in the areas of recruitment and retention, leadership development and training, innovation and future readiness, and everything in between.

With 28 full-time employees, 1 part-time employee, 27 recruiters, 17 facilitators, and multiple consultants who function as subject matter experts on a variety of projects, SGR offers comprehensive expertise.

The company operates as a fully remote organization, with team members located in Texas, Arizona, California, Colorado, Florida, Georgia, Maine, Missouri, Montana, New York, North Carolina, Ohio, Oklahoma, Oregon, and South Carolina.

View all SGR team members and their bios at: <https://sgr.pub/MeetTeamSGR>.

SGR's Unique Qualifications

Extensive Network of Prospects

SGR is intent on being a leader in executive recruitment and firmly believes in the importance of proactively building a workforce that reflects the diversity of the communities we serve. We leverage an extensive and diverse network to reach potential applicants.

- Your position will be announced in SGR's Servant Leadership e-newsletter, which reaches over 40,000 subscribers across all 50 states.
- We will send targeted emails to opt-in subscribers of SGR's Job Alerts.
- Your position will appear on SGR's Website, <https://sgr.pub/SGRWebsite>, which attracts approximately 20,000 visitors per month.
- Your position will be posted on SGR's Job Board, <https://sgr.pub/SGRJobBoard>, which typically has over 2,000 job listings at any given time and receives approximately 16,000 unique visitors per month.
- SGR implements a comprehensive social media marketing campaign that includes custom-made graphics and distribution on SGR's LinkedIn page.
- We frequently collaborate with various local government associations, including the League of Women in Government, Alliance for Innovation, and the National Forum for Black Public Administrators.
- Approximately 65% of semifinalists selected by our clients learn about open recruitments through our website, servant leadership e-newsletter, job board, job alert emails, social media, or personal contact.

Collective Local Government Experience

Our recruiters have decades of experience in local government, as well as regional and national networks of relationships. Our executive recruiters leverage the professional networks of all SGR recruiters when recruiting for a position, enabling outreach to a wide and diverse array of prospective applicants. SGR team members are active on a national basis in local government organizations and professional associations. Many SGR team members frequently speak and/or write on issues of interest to local government executives. SGR can navigate relevant networks as both peers and insiders.

Listening to Your Unique Needs

SGR devotes significant time to actively listening to your organization and helping you define and articulate your needs. We work diligently to conduct a comprehensive recruitment process tailored specifically to your organization. SGR dedicates a prodigious amount of energy to understanding your organization's unique culture, environment, and local issues to ensure an alignment in terms of values, philosophy, and management style perspectives.

While we have established systems for achieving success, we are a “boutique” firm capable of adapting to meet a client's specific needs and providing insights on the pros and cons of their preferred approach.

Trust of Candidates

SGR has a track record of providing remarkable confidentiality and wise counsel to candidates and next-generation leaders, earning their trust. As a result, we can bring exceptional prospects to the applicant pool. Candidates trust SGR to assess the situation accurately, communicate honestly, and maintain their confidentiality to the greatest extent possible.

Accessibility and Communication

Your executive recruiter will keep you informed of the search status and will be readily accessible throughout the recruitment process. Candidates and clients can reach the recruiter at any time via cell phone or email. Additionally, the recruiter maintains communication with active applicants, ensuring they are well-informed about the community and the opportunity.

Comprehensive Evaluation and Vetting of Candidates

SGR offers a comprehensive screening process designed to ensure a thorough understanding of candidate backgrounds and to minimize surprises. Our vetting process for a full-service recruitment includes the following key components:

- Prescreening questions and technical review of resumes
- Cross-communication among our recruiters regarding candidates who have been involved in previous searches, providing greater insight into their background and skills.
- Written questionnaires to gain insights beyond what is available through a resume.
- Recorded one-way semifinalist interviews.
- All-inclusive media reports that far surpass automated Google/LexisNexis searches, tailored to each candidate based on their previous places of residence and work.
- Thorough, automated, and anonymous reference checks that provide feedback on candidates from a well-rounded group of references.
- Background checks completed by a licensed private investigation firm.

Executive Recruitment Clients

SGR has partnered on executive recruitments with more than 450 local government clients in 37 states. We take great pride in the long-term relationships we have developed with many of our clients who continue to partner with us on future recruitment needs.

View a full list of our Executive Recruitment Clients at: <https://sgr.pub/ERClientList>.

DEI in Recruitments

SGR is deeply committed to equal employment opportunity and considers it an ethical imperative. We unequivocally reject any form of bias, expecting that candidates be assessed solely based on their ability to perform the job. Encouraging underrepresented demographic groups to apply is a vital aspect of our commitment. While we cannot guarantee the composition of semifinalist or finalist groups, SGR actively fosters relationships and contacts on a national scale to ensure meaningful participation of underrepresented groups. Our recruitment process is consistently evaluated and refined to incorporate a focus on equity and inclusion.

Statistics are a testament to our commitment to diversity and inclusion. In our 2023 placements, 31% of candidates were female and 23% indicated they were a person of color. Within SGR, our team of six executives includes three women and one person of color, and 79% of SGR's staff members are women. Our internal hiring practices are designed to attract diverse talent from various backgrounds and experiences. We understand the importance of words, ensuring our recruitment materials are inclusive and reflect an equity-focused perspective.

We also actively recommend advertising placements to attract a diverse applicant pool, leveraging partnerships with organizations such as the League of Women in Government, the Local Government Hispanic Network, and the National Forum of Black Public Administrators. Tracking candidate demographic data helps us proactively recruit traditionally underrepresented candidates for senior management positions in local government. We welcome feedback from our clients and candidates, using post-recruitment surveys to refine our processes and outcomes.

Project Personnel

Larry Bell, Senior Vice President

LarryBell@GovernmentResource.com

325-669-3671



Larry Bell has been with SGR as a Senior Vice President of Executive Recruitment since 2018. He previously served as Fire Chief for the City of Abilene and served the Abilene Fire Department for a total of 35 years.

Larry holds a master's degree in Organizational and Human Resource Development, as well as a Conflict Resolution certificate from Abilene Christian University. He has completed the Executive Fire Officer Certification through the National Fire Academy, Certified Public Manager through Texas State University, and the LEAD program through the University of Virginia.

Larry has experience in labor/management negotiations and has served as a consultant on leadership development, conflict management, and team building.

Approach and Methodology

A full-service recruitment typically entails the following steps:

1. Organization/Position Insight and Analysis

- Project Kickoff Meeting and Develop Anticipated Timeline
- Stakeholder Interviews and Listening Sessions
- Develop Recruitment Brochure

2. Recruitment Campaign and Outreach to Prospective Applicants

- Advertising and Marketing
- Communication with Prospective Applicants
- Communication with Active Applicants

3. Initial Screening and Review by Executive Recruiter

4. Search Committee Briefing to Review Applicant Pool and Select Semifinalists

5. Evaluation of Semifinalists

- Written Questionnaires
- Recorded One-Way Semifinalist Interviews
- Media Searches - Stage 1, as described below

6. Search Committee Briefing to Select Finalists

7. Evaluation of Finalists

- Comprehensive Media Searches - Stage 2, as described below
- Background Investigation Reports
- DiSC Management Assessments (if desired, supplemental cost)
- First Year Plan or Other Advanced Exercise
- Press Release Announcing Finalists (if requested)

8. Interview Process

- Face-to-Face Interviews
- Stakeholder Engagement (if desired)
- Deliberations
- Reference Checks (may occur earlier in process)

9. Negotiations and Hiring Process

- Determine Terms of an Employment Offer
- Negotiate Terms and Conditions of Employment
- Press Release Announcing New Hire (if requested)

Step 1: Organization/Position Insight and Analysis

Project Kickoff Meeting and Develop Anticipated Timeline

SGR will meet with the organization at the outset of the project to discuss the recruitment strategy and timeline. At this time, SGR will also request that the organization provide us with photos and information on the community, organization, and position to assist us in drafting the recruitment brochure.

Stakeholder Interviews and Listening Sessions

Stakeholder interviews and listening sessions are integral to SGR's approach. SGR devotes tremendous energy to understanding your organization's unique culture, environment, and goals to ensure you get the right match for your specific needs. Obtaining a deep understanding of your organizational needs is the crucial foundation for a successful executive recruitment. In collaboration with the organization, SGR will compile a list of internal and external stakeholders to meet with regarding the position. These interviews and listening sessions will identify potential issues that may affect the dynamics of the recruitment and contribute to a comprehensive understanding of the position, special considerations, and the political environment. This process fosters organizational buy-in and will assist us in creating the position profile.

Develop Recruitment Brochure

After the stakeholder meetings, SGR will develop a recruitment brochure, which will be reviewed and revised in partnership with your organization until we are in agreement that it accurately represents the sought-after leadership and management attributes.

To view sample recruitment brochures, please visit:

<https://sgr.pub/OpenRecruitments>

Step 2: Recruitment Campaign and Outreach to Prospective Applicants

Advertising and Marketing

The Executive Recruiter and the client work together to determine the best ways to advertise and recruit for the position. SGR's Servant Leadership e-newsletter, with a reach of over 40,000 subscribers in all 50 states, will announce your position. Additionally, we will send targeted emails to opt-in subscribers of SGR's Job Alerts, and your position will be posted on SGR's website and Job Board. SGR provides a comprehensive social media marketing campaign that includes custom-made graphics and distribution on SGR's LinkedIn page. Furthermore, we will provide a recommended list of ad placements to be approved by the client, targeting the most effective venues for reaching qualified candidates for that particular position.

Communication with Prospective Applicants

SGR maintains regular communication with interested prospects throughout the recruitment process. Outstanding candidates often conduct thorough research on the available position before submitting their resumes.

As a result, we receive a significant number of inquiries, and it is crucial for the executive search firm to be well-prepared to respond promptly, accurately, and comprehensively, while also offering a warm and personalized approach. This initial interaction is where prospective candidates form their first impression of the organization, and it is an area in which SGR excels.

Communication with Active Applicants

Handling the flow of resumes is an ongoing and significant process. On the front end, it involves tracking resumes and promptly acknowledging their receipt. It also involves timely and personalized responses to any questions or inquiries. SGR maintains frequent communication with applicants to ensure they remain enthusiastic and well-informed about the opportunity. Additionally, SGR communicates with active applicants, keeping them informed about the organization and community.

Step 3: Initial Screening and Review by Executive Recruiter

SGR uses a triage process to identify high-probability, medium-probability, and low-probability candidates. This triage ranking is focused on overall assessment based on interaction with the applicant, qualifications, any known issues concerning previous work experience, and evaluation of cultural fit with the organization.

In contrast with the triage process mentioned above, which focuses on subjective assessment of the resumes and how the candidates present themselves, we also evaluate each candidate to ensure that the minimum requirements of the position are met and determine which preferred requirements are satisfied. This sifting process examines how well candidates' applications align with the recruitment criteria outlined in the position profile.

Step 4: Search Committee Briefing to Review Applicant Pool and Select Semifinalists

At this briefing, SGR will conduct a comprehensive presentation to the Search Committee and facilitate the selection of semifinalists. The presentation will include summary information on the process to date, outreach efforts, the candidate pool demographics, and any identified trends or issues. Additionally, a briefing on each candidate and their credentials will be provided.

Step 5: Evaluation of Semifinalists

The review of resumes is a crucial step in the executive recruitment process. However, resumes may not fully reveal an individual's personal qualities and their ability to collaborate effectively with others. In some instances, resumes might also tend to exaggerate or inflate accomplishments and experience.

At SGR, we understand the significance of going beyond the surface level of a resume to ensure that candidates who progress in the recruitment process are truly qualified for the position and a suitable match for the organization. Our focus is to delve deeper and gain a comprehensive understanding of the person behind the resume, identifying the qualities that make them an outstanding prospect for your organization.

During the evaluation of semifinalist candidates, we take the initiative to follow up when necessary, seeking clarifications or additional information as needed. This approach ensures that we present you with the most qualified and suitable candidates for your unique requirements. At SGR, our ultimate goal is to match your organization with individuals who possess not only the necessary qualifications but also the qualities that align with your organizational culture and values.

Written Questionnaires

As part of our thorough evaluation process, SGR will request semifinalist candidates to complete a comprehensive written exercise. This exercise is designed to gain deeper insight into the candidates' thought processes and communication styles. Our written instrument is customized based on the priorities identified by the Search Committee. The completed written instrument, along with cover letters and resumes submitted by the candidates, will be included in the semifinalist briefing book.

Recorded One-Way Semifinalist Interviews

Recorded one-way interviews will be conducted for semifinalist candidates. This approach provides an efficient and cost-effective way to gain additional insights to aid in selecting finalists to invite for an onsite interview. The interviews allow the Search Committee to evaluate technological competence, demeanor, verbal communication skills, and on-camera presence. Additionally, virtual interviews provide an opportunity for the Search Committee to ask candidates questions on specific topics of special interest.

Media Searches - Stage 1

"Stage 1" of our media search process involves the use of the web-based interface Nexis Diligence™. This platform is an aggregated subscription-based platform that allows access to global news, business, legal, and regulatory content. These media reports at the semifinalist stage have proven helpful by uncovering issues that may not have been previously disclosed by prospective candidates. The recruiter will communicate any "red flags" or noteworthy media coverage to the Search Committee as part of the review of semifinalists with the Search Committee.

Step 6: Search Committee Briefing to Select Finalists

Prior to this briefing, SGR will provide the Search Committee with a briefing book on the semifinalist candidates via an electronic link. The briefing book includes cover letters, resumes, and completed questionnaires.

If applicable, a separate email with the link to view the recorded online interviews is sent to the Search Committee. The objective of this meeting is to narrow the list to finalists who will be invited to participate in onsite interviews.

Step 7: Evaluation of Finalists

Comprehensive Media Searches - Stage 2

“Stage 2” of our media search process includes the web-based interface Nexis Diligence™, supplemented by Google as an additional tool. By combining both resources, we offer an enhanced due diligence process to our clients, enabling efficient and thorough vetting of candidates and minimizing the risk of overlooking critical information. The Stage 2 media search consists of a more complex search, encompassing social media platforms, and has proven to be instrumental in identifying potential adverse news about the candidate that may not have been disclosed previously. The media search provides the Search Committee with an overview of the candidate’s press coverage throughout their career. View a sample media report at: <https://sgr.pub/SGRMediaReport>.

Background Investigation Reports

Through SGR’s partnership with a licensed private investigation firm, we are able to provide our clients with comprehensive background screening reports that include the detailed information listed below. View a sample background report at: <https://sgr.pub/SGRBackgroundReport>.

- Social security number trace
- Address history
- Driving record (MVR)
- Federal criminal search
- National criminal search
- Global homeland security search
- Sex offender registry search
- State criminal court search for states where candidate has lived in previous 10 years
- County wants and warrants for counties where candidate has lived or worked in previous 10 years
- County civil and criminal search for counties where candidate has lived or worked in previous 10 years
- Education verification
- Employment verification for previous 10 years (if requested)
- Military verification (if requested)
- Credit report (if requested)

DiSC Management Assessments (if desired, supplemental cost)

SGR utilizes the DiSC Management assessment tool, which is among the most validated and reliable personal assessment tools available. The DiSC Management assessment provides a comprehensive analysis and report on the candidate’s preferences in five crucial areas: management style, directing and delegating, motivation, development of others, and working with their own manager. View a sample report at: <https://sgr.pub/SGRDiSCReport>.

For assessments of more than two candidates, a DiSC Management Comparison Report is included, offering a side-by-side view of each candidate's preferred management style. View a sample comparison report at: <https://sgr.pub/SGRDiSCCompare>.

First-Year Plan or Other Advanced Exercise

SGR will collaborate with your organization, if desired, to create an advanced exercise for the finalist candidates. One such example is a First-Year Plan, where finalist candidates are encouraged to develop a first-year plan based on their current understanding of the position's opportunities and challenges. Other exercises, such as a brief presentation on a topic to be identified by the Recruiter and Search Committee, are also typically part of the onsite interview process to assess finalists' communication and presentation skills, as well as critical analysis abilities.

Step 8: Interview Process

Face-to-Face Interviews

SGR will arrange interviews at a date and time convenient for your organization. This process can be as straightforward or as elaborate as your organization desires. SGR will aid in determining the specifics and assist in developing the interview schedule and timeline. We will provide sample interview questions and participate throughout the process to ensure it runs smoothly and efficiently.

Stakeholder Engagement

At the discretion of the Search Committee, we will closely collaborate with your organization to involve community stakeholders in the interview process. Our recommendation is to design a specific stakeholder engagement process after gaining deeper insights into the organization and the community. As different communities require distinct approaches, we will work together to develop a tailored approach that addresses the unique needs of the organization.

Deliberations

SGR will facilitate a discussion about the finalist interviews and support the Search Committee in making a hiring decision or determining whether to invite one or more candidates for a second interview.

Reference Checks

SGR uses a progressive and adaptive automated reference check system to provide insights on candidates' soft skills from a well-rounded group of references. References may include elected officials, direct supervisors, direct reports, internal organizational peers, professional peers in other organizations, and civic leaders. SGR's reference check platform is anonymous, proven to encourage more candid and truthful responses, thus providing organizations with more meaningful and insightful information on candidates. SGR delivers a written summary report to the organization once all reference checks are completed. The timing of reference checks may vary depending on the specific search process and situation. If finalists' names are made public prior to interviews, SGR will typically contact references before the interview process. If the finalists' names are not made public prior to interviews, SGR may wait until the organization has selected its top candidate before contacting references to protect candidate confidentiality.

Step 9: Negotiations and Hiring Process

Determine Terms of an Employment Offer

Upon request, SGR will provide draft employment agreement language and other helpful information to aid in determining an appropriate offer to extend to your preferred candidate.

Negotiate Terms and Conditions of Employment

SGR will assist to whatever degree you deem appropriate in conducting negotiations with the chosen candidate. SGR will identify and address any special needs or concerns of the selected candidate, including potential complicating factors. With our experience and preparedness, SGR is equipped to facilitate win-win solutions to resolve negotiation challenges.

Press Release (if requested)

Until employment negotiations are finalized, you should exercise caution to avoid the embarrassment of a premature announcement that may not materialize. It is also considered best practice to notify all senior staff and unsuccessful candidates before any media exposure. SGR will assist in coordinating this process and in crafting any necessary announcements or press releases.

Satisfaction Surveys

SGR is committed to following the golden rule, which means providing prompt, professional and excellent communication while always treating every client with honor, dignity and respect. We request clients and candidates to participate in a brief and confidential survey after the completion of the recruitment process. This valuable feedback assists us in our ongoing efforts to improve our processes and adapt to the changing needs of the workforce.

Post-Hire Services

We offer post-hire services, such as executive coaching, team-building retreats, and performance review assistance at the six-month or one-year mark. For more information or to request a customized proposal, please visit <https://www.governmentresource.com/leadership-development-training-resources>.

Typical Timeline *

The timeline below is an example only, and we will work with you to finalize and approve a timeline, with adjustments made if needed after the position is posted.

Initial Steps Prior to Posting Position:	
<ul style="list-style-type: none"> Contract Execution Kickoff Meeting to Discuss Recruitment Strategy and Timeline Organization/Position Insight and Analysis Stakeholder Interviews and Listening Sessions Deliverable: Draft Recruitment Brochure Deliverable: Recommended Ad Placements Organization Approves Ad Placements Search Committee Reviews and Approves Brochure 	<i>Timing varies and usually takes a minimum of 2-3 weeks.</i>
Task	Week
<ul style="list-style-type: none"> Post Position and Firm up Timeline Recruitment Campaign and Outreach to Prospective Applicants Initial Screening and Review by Executive Recruiter 	Weeks 1-4
<ul style="list-style-type: none"> Search Committee Briefing to Review Applicant Pool and Select Semifinalists 	Week 5
<ul style="list-style-type: none"> Questionnaires Recorded One-Way Semifinalist Interviews Media Searches - Stage 1, as described in Approach/Methodology 	Week 6
<ul style="list-style-type: none"> Deliverable: Semifinalist Briefing Books via Electronic Link Deliverable: Recorded Online Interviews, if applicable 	Week 7
<ul style="list-style-type: none"> Search Committee Briefing to Select Finalists 	Week 8
<ul style="list-style-type: none"> Comprehensive Media Searches - Stage 2, as described in Approach/Methodology Background Investigation Reports Disc Management Assessments (if desired, supplemental cost) First-Year Plan or Other Advanced Exercise (if desired) 	Weeks 9-10
<ul style="list-style-type: none"> Deliverable: Finalist Briefing Books via Electronic Link 	Week 11
<ul style="list-style-type: none"> Face-to-Face Interviews Stakeholder Engagement (if desired) Deliberations Reference Checks (may occur earlier in process) Negotiations and Hiring Process 	Week 12

** Timeline is dependent upon Search Committee availability and Holidays. Organization agrees to timely provide photos/graphics and information necessary to develop recruitment brochure, narrow candidate field, and conduct candidate screening; failure to do so, may in SGR's reasonable discretion, extend timeline and can negatively impact the outcome of the process.*

Fee Proposal

*Pricing based on SGR's MSA with NCTCOG's TxShare purchasing cooperative contract dated 4/26/24

Not-to-Exceed Price: \$28,419

Not-to-Exceed Price is comprised of:

- **Fixed Fee of \$25,919**
- **Up to \$2,500 in Ad Placements (billed at actual cost)**

The Fixed Fee includes:

- Stakeholder Interviews and Listening Sessions
- Production of a Professional Recruitment Brochure
- Recruitment Campaign and Outreach:
 - Outreach to Prospective Applicants
 - Custom Graphics for Email and Social Media Marketing
 - Announcement in SGR's Servant Leadership e-Newsletter
 - Post on SGR's Website
 - Ad on SGR's Job Board
 - Two (2) Targeted Job Blasts to SGR's Opt-In Subscriber Database
 - Promotion on SGR's LinkedIn
- Application Management, Screening, and Evaluation
- Semifinalist Evaluation:
 - Questionnaires for up to 15 Semifinalists
 - Recorded One-Way Interviews for up to 15 Semifinalists
 - Media Searches – Stage 1 Reports for up to 15 Semifinalists
- Semifinalist Briefing Books via Electronic Link
- Comprehensive Stage 2 Media Reports for up to Five (5) Finalists
- Background Investigation Reports for up to Five (5) Finalists
- Finalist Briefing Books via Electronic Link
- Reference Checks for up to Five (5) Finalists
- Up To Two (2) Onsite Visits by the Recruiter for 1-3 days each, Exclusive of Travel Costs

Reimbursable Expenses included in the not-to-exceed price:

- Ad placements up to \$2,500 will be reimbursed in accordance with the Williamson County Vendor Reimbursement Policy.

Reimbursable Expenses not included in the not-to-exceed price:

- Travel expenses will be reimbursed in accordance with the Williamson County Vendor Reimbursement Policy.
- Ad placements over and above \$2,500 will be reimbursed in accordance with the Williamson County Vendor Reimbursement Policy.

Supplemental Services/Other Expenses not included in the fixed or not-to-exceed price:

- There may be additional charges for substantial and substantive changes made to the recruitment brochure after the brochure has been approved by the Organization and the position has been posted online. Organization would be notified of any supplemental costs prior to changes being made.
- At your request, SGR can conduct an online stakeholder survey for \$1,531 to help identify key issues or priorities that you may want to consider prior to launching the search. SGR provides recommended survey questions and sets up an online survey. Stakeholders are directed to a web page or invited to take the survey by email. A written summary of results is provided to the Organization. Please note that this type of survey may extend the recruitment timeline.
- Online interviews over and above the 15 included in the Fixed Fee - \$256 per candidate.
- Additional comprehensive stage 2 media reports over and above the maximum of five (5) included in the fixed price above - \$766 per candidate.
- Additional background investigation reports over and above the maximum of five (5) included in the fixed price above - \$511 per candidate.
- Additional reference checks over and above the maximum of five (5) included in the fixed price above - \$256 per candidate.
- DiSC Management assessments - \$179 per candidate.
- Semifinalist and finalist briefing materials will be provided to the Organization via an electronic link. Should the Organization request printing of those materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Additional onsite visits by the recruiter over and above the two (2) onsite visits included in the fixed price are an additional cost. Travel time and onsite time are billed at a professional fee of \$1,021 per day. Travel expenses will be reimbursed in accordance with the Williamson County Vendor Reimbursement Policy.
- The organization bears the cost of candidate travel, and candidates are reimbursed directly by the organization.
- If the organization desires any supplemental services not mentioned in this fee proposal, an estimate of the cost will be provided at that time, and no work shall be done without approval.

Billing

SGR will bill the fixed fee in four (4) installments: 30% after the position profile brochure has been created, 30% after the applicant pool is presented, 30% after finalist interviews, and 10% upon acceptance of employment. Ad placement expenses and supplemental services/other expenses will be billed as incurred or provided. Balances that are unpaid after the payment deadline are subject to a fee of 5% per month or the maximum lawful rate, whichever is less, on the owed amount every month, charged monthly until the balance is paid.

Placement Guarantee

SGR is committed to your satisfaction with the results of our full service recruitment process. If, for any reason, you are not satisfied, we will repeat the entire process one additional time, and you will be charged only for expenses as described in the Fee Proposal under Supplemental Services. Additionally, we promise not to directly solicit any candidate selected under this engagement for another position while they are employed with your organization.

In the event that you select a candidate fully vetted by SGR, who subsequently resigns or is released for any reason within 12 months of their hire date, we are committed to conducting a one-time additional executive search to identify a replacement. In this case, you will only be charged for related expenses as described in the Fee Proposal.

If your organization circumvents SGR's recruitment process and selects a candidate who did not participate in the full recruitment process, the placement guarantee will be null and void. Additionally, SGR does not provide a guarantee for candidates placed as a result of a partial recruitment effort or limited scope recruitment.

Emergency Management Recruitments, 2017-Present

In Progress

- Greeley, CO (pop. 109,000) - Director of Emergency Management

Completed

- Austin, TX (pop. 930,000) - Homeland Security and Emergency Management Director, 2017
- BCFS Health & Human Services, TX - Executive Director, 2019
- Capital Area of Texas Regional Advisory Council (CATRAC) - Executive Director, 2021
- Chester County, PA (pop. 540,000) - Emergency Services Director, 2023
- Dallas County, TX (pop. 2.6M) - Chief of Emergency Services, 2022

DALLAS COUNTY
Texas  *Est. 1846*



CHIEF OF EMERGENCY SERVICES

DALLAS COUNTY, TEXAS



THE COMMUNITY

Ideally situated in north central Texas, Dallas County has a population of over 2.6 million and is the ninth most populous county in the United States. Dallas County encompasses 26 diverse, growing cities with a vibrant, well-educated population. The City of Dallas, serving as the county seat and a thriving regional hub, is the third most populous city in the state and the ninth most populous in the country.

Dallas County is home to nationally recognized research institutions like UT Southwestern and UT Dallas and has the fourth-largest concentration of Fortune 500 corporate headquarters in the country, including Texas Instruments, Kimberly-Clark, and Southwest Airlines. The Dallas Federal Reserve Bank, operations centers for JP Morgan Chase, Citicorp, and Capital One, and major distribution centers for Amazon, Frito-Lay, Whirlpool, and Wal-Mart are also located within the county. An active and innovative small business community has spurred phenomenal economic growth over the past several decades, which will continue into the future.

The county boasts exceptional connectivity with a ground-based and air-based transportation network that feeds area economic activities. DFW International Airport, one of the nation's busiest airports, serves over 60 million passengers. Love Field also provides passenger services and corporate light services. The area has an extensive freeway system with numerous east-west and

north-south corridors. Dallas Area Rapid Transit (DART) provides light rail and commuter rail services, as well as buses and vans, throughout the City of Dallas and surrounding areas.

Residents and visitors alike enjoy access to unmatched recreational and cultural amenities and some of the best shopping and dining experiences to be had in the southwest, with four and five-diamond/star hotels and restaurants, the largest urban arts district in the nation, 13 entertainment districts, year-round sports, and much more. The county has established one of the largest county open space systems in the state with the system now containing almost 3,400 acres of environmentally unique land, and it is now helping build a comprehensive trail system (over 100 miles presently exist in the county) so that it will be possible to travel from neighborhoods to major employers, retail areas, entertainment areas, universities, light rail stations, and parks without the use of a car.



GOVERNANCE & ORGANIZATION

By Texas statute, the County Judge serves as the Director of Emergency Management. County Judge Clay Lewis Jenkins serves in that role and hires the Chief of Emergency Services, who serves as the County Emergency Management Coordinator. The current Chief of Emergency Services, Chief Doug Bass, will retire in July 2022, after serving over ten years with Dallas County, and with almost 40 years of emergency management experience across the country. Dallas County seeks to fill the role of Chief of Emergency Services this summer, at which time the chosen candidate will assume the sole responsibilities of Chief.

Dallas County is governed by a Commissioners Court, which consists of the County Judge (the presiding officer of the Court), who is elected county-wide, and four Commissioners, who are elected by voters in each of four districts. The Commissioners Court serves as the legislative and executive branch of government, with budget authority over most county departments.



The Commissioners Court sets the county tax rate, adopts the budget, appoints boards and commissions, approves grants and personnel actions, and oversees the administration of county government. The Commissioners Court also approves the budget and sets the tax rate for the hospital district, which provides acute medical care for citizens who otherwise would not receive adequate medical services.

Dallas County has one of the lowest property tax rates in the state. Its fiscal policies and management practices have allowed it to be regarded as one of the best run counties in the country by Governing Magazine, and it is one of only a few counties in the United States to have a "AAA" bond rating from both Moody's and Standard & Poor's.

The county employs over 6,500 and has an FY2021 total budget of \$1.2 billion.

ABOUT THE DEPARTMENT



MISSION STATEMENT

The mission of the Office of Emergency Management is to provide a 24-hour operation to reduce injury or loss of life and property and protect Dallas County residents from all hazards by providing and coordinating resources, expertise, leadership, and advocacy through a comprehensive risk-based emergency management program that includes prevention, mitigation, preparedness, response, and recovery.

The Dallas County Office of Emergency Management has six full-time employees and is supported by several part-time paid and unpaid internship positions, with an annual budget of \$1-3 million, depending on general funding and grants secured. The department works closely with other county departments, local jurisdictions, emergency responders, and the private and public sector to engage in comprehensive disaster planning for Dallas County. The County has an official population of 2,613,539 and is the ninth most populous county in the country, the most populous county in the metropolitan area, and the second largest county in the state of Texas. Its county seat is in the City of Dallas, which is the most populous city in the County, the third most populous city in Texas, and the ninth most populous city in the United States.

ABOUT THE POSITION

The Chief of Emergency Services, under the direction of the County Judge, is responsible for developing, coordinating and managing the county-wide emergency management program and strategic initiatives.

Additional Duties:

- Builds an effective relationship with the County Judge to establish an effective program, including: providing leadership, program development, and coordination for all activities related to the program and the emergency operations center (EOC); and acts as the senior advisor/expert to the Judge and Court on matters related to Emergency Management.
- Serves as liaison with the County Judge, Commissioners Court, the Court Administrator, and other elected and appointed officials within the County.
- Coordinates with the Incident Commander, under the authority of Chief Executives (County Judge/ Mayor) to oversee Incident Management System operations requiring single or multi-agency response.
- Ensures the management and execution of the Operational Readiness Program, HSEM Duty Officer, EOC, and WebEOC.
- Coordinates with County Administration and Department Directors on Countywide Safety Coordinator Training Program, Cybersecurity Training and Exercise Program, Severe Weather Awareness, Employee Emergency Notifications, and COOP; and manages chemical emergency awareness program, Local Emergency Planning Committee (LEPC), and HAZMAT.
- Manages all operational and administrative functions for HSEM to include: hiring and management of staff; submission and management of grants; preparation of budgets; capturing performance data for the department; preparation of reports; purchasing and tracking all inventory as required; and ensuring the department complies with federal/state/and county policies and procedures.
- Serves as an effective liaison and coordinates with over 100 municipal and partner emergency managers and organizations on a regular basis, such as: Dallas Police Department, Dallas Fire Department, Texas Division of Emergency Management, Red Cross, FBI, FEMA, Dallas County cities and entities within the Dallas-Fort Worth region.
- Facilitates/coordinates evacuation or in-place sheltering drills on a semi-annual basis for all County personnel and submits reports to the County Administrator and chief executives.
- Operates the regional training and exercise program in coordination with the North Central Texas Council of Governments.
- Plans, develops, coordinates, and exercises all components of the Incident Management System for countywide multi-agency response in the four phases of a disaster—mitigation, preparedness, response, and recovery.



IDEAL CANDIDATE

Dallas County seeks an experienced, outgoing, and service-oriented candidate to serve as its new Chief of Emergency Services. The successful candidate will be a highly ethical, politically astute individual who will foster a culture of accountability and transparency in the department. Ideally, the selected Chief will have experience as an emergency management coordinator or director or a deputy director of a county or other governmental entity with a population of at least 250,000.

The chosen candidate must possess the ability to effectively communicate both verbally and in writing and establish and maintain effective working relationships with employees, departments, and external partners. The selected individual should show a proven ability to build partnerships and relationships, ability to develop and implement emergency management programs, operate independently, ethically, exhibit sound judgment and operate calmly and effectively in emergency and stressful situations with often rapidly changing priorities. The Chief of Emergency Services must have experience hiring and managing a skilled, diverse staff, with the ability to delegate with clarity and authority and clearly communicate performance expectations.

The Chief of Emergency Services would ideally be a Certified Emergency Manager (CEM) or have the ability to obtain that certification within two years, have a Bachelor's degree in an area related to emergency management or public safety (Master's degree preferred), experience as an incident commander in large-scale complex emergencies, and teaching experience as an emergency management instructor. The next Chief will also have the responsibility of designing the next County Emergency Operation Center (EOC) so previous experience in designing an EOC is preferred.



EDUCATION & EXPERIENCE

A bachelor's degree (minimum) from an accredited college or university in a job-related field of study is required. Five (5) years of progressive professional-level work-related experience, including a minimum of three years of upper-level management experience, preferably in a mid-to-large size organization, is required, along with direct significant expertise in the field of emergency management. The selected candidate must reside in or be willing to relocate to Dallas County.



COMPENSATION & BENEFITS

Dallas County offers a competitive salary depending on qualifications and experience. Dallas County offers an attractive benefits package that includes a retirement program, health and dental insurance, flexible spending account, health savings account, domestic partners program, vacation, holidays, and sick and military leave.





APPLICATION PROCESS

[Please apply online.](#)

For more information on this position contact:

Lissa Barker, Senior Vice President
Strategic Government Resources
LissaBarker@governmentresource.com
817-266-0647

This position is open until filled.

Dallas County is an Equal Opportunity Employer and values diversity in its workforce. Applicants selected as finalists for this position will be subject to a comprehensive background check.



RESOURCES

Dallas County
www.dallascounty.org

Dallas County Emergency Management
www.dallascounty.org/departments/hsem/

City of Dallas
www.dallascityhall.com

Dallas Regional Chamber
www.dallaschamber.org



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.

Strategic Government Resources, Inc.
Keller, TX United States

Certificate Number:
2024-1207786

Date Filed:
08/29/2024

Date Acknowledged:
09/26/2024

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

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.

2024-019
Executive Recruitment Services

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.

Strategic Government Resources, Inc.
Keller, TX United States

Certificate Number:
2024-1207786

Date Filed:
08/29/2024

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.

2024-019
Executive Recruitment Services

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 Jeri Jo Peters, and my date of birth is [REDACTED]

My address is [REDACTED], Oregon City, OR, 97045, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Clackamas County, State of Oregon, on the 29th day of August, 20 24.
(month) (year)

Jeri Jo Peters
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**8.****Meeting Date:** 10/08/2024

Authorize Issuing Advertisement for RFI #24RFI75 Enterprise Resource Planning (ERP) System Selection Project

Submitted For: Joy Simonton**Submitted By:** Brenda Fuller, 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 Request for Information (ERP) Enterprise Resource Planning System Selection Project under RFI #24RFI75.

Background

Williamson County is requesting information for a Countywide platform regarding system development, implementation, software and support for an (ERP) Enterprise Resource Planning system. This Request for Information (RFI) will contribute to the government procurement process by aiding the development of strategies in crafting procurement plans and specifications, in addition to enhancing the country's comprehension of the market landscape for anticipated needs. The point of contact is Julie Kiley.

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: Brenda Fuller

Final Approval Date: 09/26/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

09/25/2024 08:31 AM

09/26/2024 08:53 AM

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

Commissioners Court - Regular Session**9.****Meeting Date:** 10/08/2024

Approval of Addendum for Performance Center Software Subscription from Catalis Public Works and Citizen Engagement, LLC for the Auditor's Office

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 the Addendum #202520 between Williamson County and Catalis Public Works and Citizen Engagement, LLC, for Performance Center reporting software, covering the term of October 1, 2024 – September 30, 2025, for the annual amount of \$85,255.00 pursuant to BuyBoard Contract #661-22 and authorizing the execution of the addendum.

Background

The approval of this Addendum supports the County Auditors Office for Performance Center reporting software. Performance Center provides business intelligence and transparency reporting, analytics and dashboard tools for financial, purchasing and performance reporting. The order form attached describes the details. Funding source is 01.0100.0503.004505 as per FY25 budget. Budget, Contract Audit and General Council have approved. Origination #787. The department point of contact is Nathan Zinsmeyer.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Catalis Contract
Form 1295 Catalis

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Barbi Hageman
Final Approval Date: 10/03/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

10/02/2024 04:51 PM
10/03/2024 03:51 PM
Started On: 09/23/2024 02:48 PM

WILLIAMSON COUNTY ADDENDUM FOR CATALIS SOFTWARE AS A SERVICE TERMS AND CONDITIONS

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 ADDENDUM FOR CATALIS SOFTWARE AS A SERVICE TERMS AND CONDITIONS is made and entered into by and between **Williamson County, Texas** (“County” or “Customer”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Catalis Public Works & Citizen Engagement. LLC** (hereinafter “Catalis”), both of which are referred to herein as the parties. Subject to the changes herein, the parties have accepted Catalis Software as a Service (SaaS) Terms and Conditions, and the following changes shall be incorporated as if part of the Agreement.

I.

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

II.

Tax Exemption: The County is a political subdivision under the laws of the State of Texas and claims exemption from sale and use taxes under Tex. Tax Code Ann. §151.309, as amended, The County agrees to provide exemption certificates to Catalis upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Catalis for the supplies or products provided or any services rendered.

III.

No Waiver of Sovereign Immunity or Powers: Nothing in this Agreement will be deemed

to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge. Additionally, the parties expressly acknowledge that the County's authority to indemnify and hold harmless is governed by the Texas Constitution.

IV.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

V.

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

VI.

Non-Appropriation and Fiscal Funding: This Addendum is subject to the availability of funds. It is expressly understood and agreed that the County shall have the right to terminate this Addendum 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 Catalis 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 Addendum and shall be without penalty or further obligation to the County.

VII.

Public Information: Catalis understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act. The County will give Catalis notice of such request, to the extent allowed by law, so Catalis has time to make any exemption requests.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, this Addendum shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

County Judge/Presiding Officer

Date: _____, 20____

CATALIS PUBLIC WORKS:

Signed by:

23C0AB77-FB35-403A-A708-E071310AFCD4

Authorized Signature

Teresa Yeager

Printed Name

Date: Sept 19, 2024

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Sep 19 2024 Time: 4:54 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Sep 20 2024 Time: 6:49 am



Catalis
3025 Windward Plaza, Suite 200
Alpharetta, GA 30005

Buyboard Contract No.: 661-22
Date: September 12, 2024
Quote Valid for 60 days

ORDER FORM

CUSTOMER INFORMATION

Customer:	Williamson County, TX	Phone:	(512) 962-3000
Primary Contact:	Minnie Beteille	Address:	710 South Street
	mbeteille@wilco.org		Georgetown, TX 78626

SUBSCRIPTION TERM

Subscription Start Date:	October 1, 2024	Payment Method:	EFT
Subscription End Date:	September 30, 2025	Auto-Renewal:	Yes

PRODUCTS AND SERVICES

Performance Center	Year 1:	\$56,456.00
Performance Center Financial Intelligence		
Performance Center Procurement Intelligence		
Performance Center Project Intelligence		
Performance Center Asset Intelligence		
MyGov Center Transparency		\$28,799.00

SUBTOTAL \$85,255.00

Notes: Total Year 1 Subscription Fee(s) will be invoiced on the Subscription Start Date.
Subsequent annual Subscription Fees(s) are invoiced on the anniversary of the Subscription Start Date.
Fees Do Not Include Applicable Taxes.

ACCEPTANCE

Client acknowledges and agrees that as of the Effective Date and until Subscription End Date this Order Form shall become legally binding, and Client shall be bound by the terms and conditions of the Catalis Terms and Conditions found at <https://catalisgov.com/software-as-a-service-saas-terms-and-conditions/>.

Effective Date: _____

Williamson County, TX

CATALIS PUBLIC WORKS & CITIZEN ENGAGEMENT, LLC:

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____

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.

Catalis Public Works & Citizen Engagement, LLC
Alpharetta, GA United States

Certificate Number:
2024-1218365

Date Filed:
09/24/2024

Date Acknowledged:
09/27/2024

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

Williamson County

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.

202520
Software as a service (SAAS)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Roza, Scott	Alpharetta, GA United States	X	
	Downs, Brian	Alpharetta, GA United States	X	
	Johnson, Eric	Alpharetta, GA United States	X	
	Hess, Jeff	Alpharetta, GA United States	X	
	Yeager, Teresa	Alpharetta, GA United States	X	
	Catalis Holdco, Inc	Alpharetta, GA 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.

Catalis Public Works & Citizen Engagement, LLC
Alpharetta, GA United States

Certificate Number:
2024-1218365

Date Filed:
09/24/2024

Date Acknowledged:

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

Williamson County

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202520
Software as a service (SAAS)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Roza, Scott	Alpharetta, GA United States	X	
	Downs, Brian	Alpharetta, GA United States	X	
	Johnson, Eric	Alpharetta, GA United States	X	
	Hess, Jeff	Alpharetta, GA United States	X	
	Yeager, Teresa	Alpharetta, GA United States	X	
	Catalis Holdco, Inc	Alpharetta, GA 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 _____, _____, _____, _____, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Duval County, State of Florida, on the 24 day of September, 20 24.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**10.****Meeting Date:** 10/08/2024

Approval of Agreement for Oracle Database Administrator Consulting Services from Rely Information Systems, LLC for Information Systems

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 Agreement #202516 for consulting services with Rely Information Systems, LLC for Oracle Database Administrator (DBA) patch and upgrade assistance and general DBA support and maintenance of Williamson County Oracle applications for the term of 11.01.24-10.31.25 in the not-to-exceed amount of \$77,760.00, exempting the purchase from the competitive bidding proposal requirements per the County Purchasing Act, pursuant to the discretionary exemption for personal services, as set forth under the Texas Local Government Code, Section 262.024.(a)(4), a personal or professional service and authorizing execution of the agreement.

Background

Rely Information Systems, LLC will provide consulting services, on an as-needed basis at the rate of \$108.00 per hour, for general DBA patch and upgrade assistance and general Oracle support and maintenance under a time and material basis. Funding source is 01.0100.0503.004100 Professional Services as per FY25 budget. Budget, Contract Audit and General Council have approved. Origination #781. The department point of contact is Minnie Beteille.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Contract

Form 1295 Rely

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Barbi Hageman

Final Approval Date: 10/03/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/02/2024 04:52 PM

10/03/2024 08:16 AM

Started On: 09/19/2024 02:30 PM

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT ("Agreement") between Rely Information Systems LLC, organized and existing under the laws of the State of Texas, (hereinafter "Consultant"), with its principal place of business at Irving, TX , and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 301 S.E. Inner Loop, Suite 105, Georgetown, Texas, 78626, sets forth the terms and conditions pursuant to which Consultant will provide certain services. Rely Information Systems LLC is a sole operation of the company's owner - Praveen Rao whose is the provider of all services to County and has the authority to represent his company in all matters.

1. Consulting Services

1.1 A statement of work ("SOW") is attached here to and the terms therein are incorporated in this Agreement. Consultant agrees to perform the consulting services ("Services") as set forth in the attached SOW, and in any subsequently approved SOW referencing this Agreement, in a professional manner. Consultant agrees to provide the items described in the SOW ("Deliverables").

2. Term and Termination

2.1 This year and will have an initial term of one year, or the length of the engagement, if longer than one year, and may be renewed for successive one-year periods pursuant to a separate written agreement between the parties.

2.2 Either party may terminate this Agreement, with or without cause, upon not less than thirty (30) calendar day's written notice to the opposite party. County shall pay Consultant for all Services performed prior to termination.

2.3 If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach within the above referenced ten (10) day period or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies mentioned hereinafter and/or remedies available under the law, terminate this Agreement.

3. Payment and Taxes

3.1 The services will be charged to County on a Time and Material basis not including travel or other reimbursable expenses. County agrees to pay Consultant the fees set forth in the SOW. County shall reimburse Consultant for reasonable travel and out-of-pocket expenses incurred in the performance of this Agreement; provided, however, all proposed travel and out-of-pocket expenses must be reviewed and approved by County prior to being incurred.

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

3.2 County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the SOW, if any, or County shall provide Consultant with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

4. Ownership and License

Consultant retains all ownership and intellectual property rights in techniques, methodology, and products (collectively "IP") provided or used by Consultant in the performance of services, and any extensions to Consultant IP developed in conjunction with the SOW, including but not limited to software code, operating instructions, unique design concepts, software development tools, and training materials. Consultant grants to County, a perpetual, nonexclusive, nontransferable, worldwide, fully paid up license to use, solely for its own internal business purposes, elements of the Deliverables, which contain Consultant IP.

5. Confidential Information

5.1 To the extent authorized by law, any business, operational, commercial, financial or technical information furnished by Consultant to County under this Agreement will remain Consultant's

property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and will be promptly returned at Consultant's request. Except as otherwise required by law, County may not disclose, without Consultant's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.

5.2 To the extent authorized by law, any business, operational, commercial, financial or technical information provided by County to Consultant will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. Consultant may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

5.3 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to Consultant for the disclosure to the public, or to any person or persons, of any items or information furnished to County by Consultant in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

6. Relationship between the Parties

Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

7. Warranties

7.1 Consultant warrants that the consulting services provided pursuant to this Agreement will be performed consistent with generally accepted industry standards and as provided in Article 1. The warranty period for an application module or product shall begin as each application module or product is placed in production status. For purposes of this section, an application module or product is considered in production status if County is processing actual transactions, using the respective application module or product.

7.2 Consultant agrees to fully cooperate with the County's software and hardware providers throughout the implementation, and thereafter, to assist in the determination of the cause and resolution of any issues related to the software, hardware or system as implemented. In the event

the cause of the issue is determined to be inadequate work, errors, or omissions in the services provided by Consultant, Consultant shall correct the issue at no additional cost to the County as soon as reasonably practical, but in no event later than seven (7) calendar days following notice to Consultant that inadequate work, errors, or omissions in the services provided by Consultant exist. In the event the cause of the issue is determined not to be caused by Consultant, Consultant may invoice the County for the time and actual, reasonable expenses related to their investigation and resolution of the issue according to the rate schedule included in the applicable SOW.

8. Indemnification

Consultant shall indemnify and defend County against all claims, liabilities and costs, including reasonable attorney fees, reasonably incurred in the defense of any claim brought against the County in the courts of the United States and Canada by a third party(s) alleging that a party's use of any material, information or technology supplied by the Consultant in relation to the Services provided hereunder infringes or misappropriates any copyright, trade secret or United States or Canadian patent of which the party supplying the material, information or technology is or should be aware; provided that the County notifies the Consultant in writing of any such claim and the Consultant is permitted to control fully the defense and any settlement of such claim as long as such settlement shall not include a financial obligation on the County. The County shall cooperate fully in the defense of such claim and may appear, at its own expense, through its own counsel. The Consultant may, in its sole discretion, settle any such claim on a basis Consultant substitutes for the material, information or technology, alternative, substantially equivalent non-infringing material, information or technology.

9. Limitation of Liability

TO THE EXTENT AUTHORIZED UNDER TEXAS LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

10. Change Requests

County or Consultant may request changes to the Services to be performed under the applicable SOW by written notice ("Change Requests"). The nature of these changes include, but are not limited to, additions to or deletions from any services, changes to the schedule, prevention or loss of work due to inadequate facilities or technical infrastructure, or changes to key final decisions, or, any extra work by Consultant necessitated by County not meeting its obligations or preventing Consultant from meeting its obligations.

All Change Requests shall be subject to the following terms:

- i. Disputes regarding Change Requests shall be handled pursuant to applicable dispute resolution section contained herein below;
- ii. Each Change Request relating to any Services and referencing this Agreement shall be deemed a separate Agreement incorporating all of the terms and conditions of this Agreement;

iii. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any Change Request, the terms and conditions of this Agreement shall control.

12. Dispute Resolution/Mediation

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorney's fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

13. General

- Professional Service. Consultant hereby agrees and acknowledges that this Agreement requires that Praveen Rao or any member/owner of Rely Information Systems LLC, to provide all of Services and Deliverable to County under this Agreement and that at no time may any other entity or subcontractor provide any of the Services and Deliverables. Due to Consultant's agreement under this provision, this Agreement shall constitute a purchase of professional services by County pursuant to Section 262.024 (a)(4) of the Texas Local Government Code.

- Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

- Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of

this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

- Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.
- No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- County's Right to Audit. Consultant agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Consultant which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant agrees that County shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Consultant reasonable advance notice of intended audits.
- Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Consultant understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

- Conflicting Terms. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the SOW, as amended, the terms and conditions of this Agreement shall control.
- Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.
- Entire Agreement. This Agreement (including any SOW attached hereto or subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

WITNESS WHEREOF each County and Consultant has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this agreement is last signed below.

RELY INFORMATION SYSTEMS LLC

BY: V. Praveen Rao

NAME: Varada Praveen Rao

TITLE: President

DATE: September 9, 2024

WILLIAMSON COUNTY, TEXAS

BY: _____

Bill Gravell,
Williamson County Judge

DATE: _____, 20____

EXHIBIT A STATEMENT OF WORK

The following describes the Services that shall be provided and accomplished by Consultant pursuant to the terms and conditions of the Agreement and this SOW:

Scope of Work:

This Statement of Work is defining Williamson County's Oracle DBA support, contracted with Rely Information Systems LLC. The County shall only pay for actual hours worked.

Description of Services: The following services will be provided		
1	Provide general DBA support and maintenance of Williamson County's Oracle applications during the period from Nov 1, 2024 through Oct 31, 2025. These are estimates of support required. Minimum of 5 hours per week to be billed.	12 Hours per week
2	Provide DBA patch and upgrade assistance, as requested (this is estimated for planning purposes at 80 hours. The actual amount of time required will depend on the quantity and complexity of the patches selected.	80 hours

Time for Performance:

The Service to be performed under this SOW shall be from Nov 1, 2024, through October 31, 2025.

Compensation:

The maximum amount payable for all Time and Materials under the Agreement, without modification, shall not exceed **\$79,200**.

Time and Materials Rates:

This Work Order is for the period beginning Nov 1, 2024, until Oct 31, 2025.			
Consultant(s)	Hourly Rate(s)	Estimated Hours	
Oracle DBA- routine weekly support	\$108	640 hours (estimate only)	\$69,120.00
Oracle DBA- patch applications	\$108	80 hours (estimate only)	\$8,640.00
		Total hours 720	Total Cost- \$77,760.00

Payment:

Payment for the Time and Materials actually incurred shall be made in accordance with the terms of the 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:
2024-1219981

Date Filed:
09/26/2024

Date Acknowledged:

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

Rely Information Systems
Irving, 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.

202516
Consulting

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 [REDACTED], and my date of birth is [REDACTED]

My address is [REDACTED] (street) [REDACTED] (city) [REDACTED] (state) [REDACTED] (zip code) US (country)

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

Executed in DALLAS County, State of TEXAS, on the 27 day of SEP, 2024
(month) (year)

[Signature]
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.

Rely Information Systems
Irving, TX United States

Certificate Number:
2024-1219981

Date Filed:
09/26/2024

Date Acknowledged:
09/30/2024

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

Williamson County

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.

202516
Consulting

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**11.****Meeting Date:** 10/08/2024

Approval of ILA for 9-1-1 Geographic Information Systems Database Management with Capital Area Council of Governments (CAPCOG) 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 the Interlocal Agreement (ILA) #202529 between Williamson County and Capital Area Council of Governments (CAPCOG) for 9-1-1 Geographic Information Systems Database Management, and authorizing the execution of the agreement.

Background

This ILA is the annual agreement between Williamson County and CAPCOG for the delivery of 9-1-1 Geographic Information Systems Data. It is the County's system for 9-1-1 Database and Addressing Programs in the Technology Services Department FY25. This agreement first requires the County's signature as it originated with CAPCOG. The department point of contact is George Strebel. Form 1295 is not required for Interlocal Agreements between public agencies.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ILA

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Barbi Hageman

Final Approval Date: 10/02/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/02/2024 03:24 PM

10/02/2024 03:39 PM

Started On: 09/30/2024 01:35 PM

Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management FY 2025

1. Parties and Purpose

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

2. Goods and Services

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

3. Cooperative Purchasing

- 3.1. CAPCOG may periodically identify opportunities to cooperatively purchase goods or services for the 9-1-1 GIS data for participating organizations.
- 3.2. If PUBLIC AGENCY chooses to participate in a cooperative purchase of 9-1-1 GIS goods or services organized by CAPCOG, PUBLIC AGENCY agrees that CAPCOG may deduct the cost of PUBLIC AGENCY's share of those goods or services from the contract price otherwise payable to the PUBLIC AGENCY.

4. Effective Date and Term of Contract

- 4.1. This contract takes effect October 1, 2024, and terminates on September 30, 2025, unless terminated earlier under Section 10.

5. Contract Price and Payment Terms

- 5.1. For work performed under this agreement, CAPCOG agrees to compensate PUBLIC AGENCY an amount not to exceed \$490,870.25.
- 5.2. PUBLIC AGENCY agrees to invoice CAPCOG as follows for deliverables as described in Attachment A for these quarters:

October 1, 2024 – December 31, 2024: \$122,717.56, invoice due by close of business, Monday, January 13, 2025;

January 1, 2025 – March 31, 2025: \$122,717.56, invoice due by close of business, Monday, April 7, 2025;

April 1, 2025 – June 30, 2025: \$122,717.56, invoice due by close of business, Monday, July 7, 2025; and

July 1, 2025 – September 30, 2025: \$122,717.57, invoice due by close of business, Monday, October 13, 2025.

Timely submission of invoices will be considered in CAPCOG's evaluation of PUBLIC AGENCY's performance of this ILA, and CAPCOG reserves the right to reject any invoice submitted more than 90 days after the end of each quarter.

- 5.3. PUBLIC AGENCY agrees to submit a performance report along with each invoice in accordance with the scope of work in Attachment A. If CAPCOG determines that PUBLIC AGENCY has not met performance expectations described in Attachment A, CAPCOG will provide a written explanation to PUBLIC AGENCY, and PUBLIC AGENCY agrees to provide, within five business days, a comprehensive explanation of the performance deficiency and a plan for achieving performance targets during the next quarter.
- 5.4. CAPCOG agrees to pay invoices within 30 days after receiving a correct invoice, after CAPCOG determines that the PUBLIC AGENCY has fulfilled its obligations for the quarter in accordance with Attachment A.
- 5.5. CAPCOG reserves the right to reject in whole or part a quarterly invoice in part or in whole if PUBLIC AGENCY has not adequately fulfilled its obligations under this ILA.

6. Compliance with Applicable Law and Policy

- 6.1. PUBLIC AGENCY agrees to comply with all applicable law and policy in carrying out this ILA.

7. Independent Contractor, Assignment, and Subcontracting

- 7.1. PUBLIC AGENCY is not an employee or agent of CAPCOG but furnishes goods and services under this ILA solely as an independent contractor.

- 7.2. PUBLIC AGENCY may not assign its rights or subcontract its duties without the written consent of CAPCOG. An attempted assignment or subcontract in violation of this section is void.
- 7.3. If CAPCOG consents to PUBLIC AGENCY's subcontracting of duties, each subcontract is subject to all of the terms and conditions of this ILA, and PUBLIC AGENCY agrees to furnish a copy of this ILA to each subcontractor and furnish, upon request, a copy of PUBLIC AGENCY's contract with any subcontractor to CAPCOG.
- 7.4. If PUBLIC AGENCY wishes to assign the role of project representative to anyone other than a PUBLIC AGENCY employee to serve as its project representative for this ILA, it shall provide documentation to CAPCOG that the subcontractor consents to serve in this capacity.

8. Records and Monitoring

- 8.1. PUBLIC AGENCY agrees to maintain records adequate to document its performance and costs of carrying out this ILA at PUBLIC AGENCY's offices.
- 8.2. Subject to additional requirements of section 8.3, PUBLIC AGENCY agrees to preserve the records for three fiscal years after receiving final payment under this ILA.
- 8.3. If an audit or information in the records is disputed or the subject of litigation, PUBLIC AGENCY agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.
- 8.4. Upon advance and reasonable notice to the PUBLIC AGENCY, CAPCOG is entitled to inspect and copy, during normal business hours at PUBLIC AGENCY's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAPCOG is also entitled to visit PUBLIC AGENCY's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in monitoring its performance under this contract.
- 8.5. CAPCOG reserves the right to visit PUBLIC AGENCY's offices to monitor performance of this contract at least during the performance period to ensure compliance with applicable law and policy. If CAPCOG exercises this option, it will provide PUBLIC AGENCY with a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.
- 8.6. CAPCOG agrees to notify PUBLIC AGENCY at least 24 hours in advance of any intended visit under this Section other than as described in Section 8.5. Upon receipt of CAPCOG's notice, PUBLIC AGENCY agrees to notify the appropriate department(s) specified in the notice of CAPCOG's intended visit.

9. Nondiscrimination and Equal Opportunity

- 9.1. PUBLIC AGENCY shall not exclude anyone or entity from participating in PUBLIC AGENCY's duties under this ILA, deny benefits under this ILA, or otherwise discriminate against anyone in carrying out this contract because of any protected category under CAPCOG's personnel policies, which include race, color, religion, sex, age, disability, handicap, veteran status, national origin, sexual orientation, or gender identity.

- 9.2. If PUBLIC AGENCY procures goods or services with funds made available under this ILA, PUBLIC AGENCY agrees to comply with CAPCOG's affirmative action procurement policy, which is set out in CAECD's 9-1-1 Policies and Procedures Manual.

10. Early Termination of Contract

- 10.1. If CAPCOG or PUBLIC AGENCY breaches a material provision of this ILA, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time as agreed by the parties, despite the breaching party's reasonable diligence and good faith effort to do so, the non-breaching party may terminate the contract or may invoke the dispute resolution process of section 11.
- 10.2. If this ILA is terminated under this section, CAPCOG and PUBLIC AGENCY are entitled to compensation for goods and services provided the other before receiving notice of the suspension or termination. However, neither CAPCOG nor PUBLIC AGENCY is liable to the other for costs it paid or incurred under this contract made after or in anticipation of its receipt of notice of suspension or termination. The fraction of the maximum amount owed for each period described in sections 5.1 and 5.2 will be calculated based on the quarterly amount and fraction of CAPCOG business days during that quarter when the PUBLIC AGENCY carried out work pursuant to this ILA.
- 10.3. Termination for breach under Section 10.1 does not waive either party's claim for direct damages resulting from the breach, and both CAPCOG and PUBLIC AGENCY among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.
- 10.4. The termination of this contract does not affect PUBLIC AGENCY's duty to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under section 8.

11. Dispute Resolution

- 11.1. The parties desire to resolve disputes arising under this ILA without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Section 11, toll the statute of limitations, or seek an injunction until they have exhausted the procedures set out in this Section 11.
- 11.2. At the written request of either party, each party shall promptly appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this ILA. The representatives appointed shall promptly determine the location, format, frequency, and duration of the negotiations.
- 11.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single

mediator assigned by the Center. Each party agrees to pay half the cost of the Center's mediation services.

- 11.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.
- 11.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.
- 11.6. A party's participation in or the results of any mediation or other non-binding dispute resolution process under this section or the provisions of this section shall not be construed as a waiver by party of: (1) any rights, privileges, defenses, remedies, or immunities available to a party; (2) a party's termination rights; or (3) other termination provisions or expiration dates of this ILA.
- 11.7. Nothing shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under these procedures have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.

12. Notice to Parties and Project Representatives

- 12.1. Notice to be effective under this ILA must be in writing and received by the party against whom it is to operate. Notice is received by a party: A) when it is delivered to the party personally; B) on the date shown on the return receipt if mailed or registered or certified mail, return receipt requested, to the party's address specified in 12.2 or 12.3 and signed for on behalf of the party; or C) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 12.2 or 12.3.
- 12.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attn: Executive Director
- 12.3. PUBLIC AGENCY's address is: 710 S Main St., Ste. 101, Georgetown, TX 78626, Attn: Judge Bill Gravell, Jr.
- 12.4. A party may change its address by providing notice of the change in accordance with Section 12.1
- 12.5. Rob Buckhouse, CAPCOG GIS Program Manager, is CAPCOG's Project Representative, who is authorized to give and receive communications and directions on behalf of CAPCOG. All communications including all payment requests must be addressed to the CAPCOG's Project Representative or his designee. CAPCOG's Project Representative or its Executive Director may indicate a designee through an e-mail to PUBLIC AGENCY's project representative. CAPCOG's Project Representative's phone number is (512) 916-6033, and his e-mail is rbuckhouse@capcog.org.
- 12.6. George Strebel is PUBLIC AGENCY's Project Representative, who is authorized to give and receive communications and directions on behalf of PUBLIC AGENCY. All communications must be addressed to the PUBLIC AGENCY's Project Representative or his designee. The PUBLIC AGENCY's Project Representative or the individual signing this contract for PUBLIC

AGENCY may indicate a designee through an e-mail to CAPCOG's project representative. PUBLIC AGENCY's Project Representative's phone number is (512) 943-1474, and his e-mail is gstrebel@wilco.org.

13. Miscellaneous

- 13.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken. The undersigned warrants that he or she: A) has actual authority to execute this contract on behalf of the governing body identified in this agreement; and verifies the governing body, by either minute order, resolution, or ordinance approved this agreement as required by Texas Government Code Section 791, as amended
- 13.2. This ILA shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereafter shall be solely in Travis County.
- 13.3. This ILA states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this ILA which are required by changes in Federal or State law or regulation are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 13.4. The following Attachments are part of this ILA: A) Scope of Work; and B) Data Requirements.
- 13.5. This contract is executed in duplicate originals.

WILLIAMSON COUNTY

CAPITAL AREA COUNCIL OF GOVERNMENTS

By: _____

By: _____

Name: _____

Chris Miller

Title _____

Executive Director

Date: _____

Date: _____

Date of County Governing Body Approval:

Attachment A: Scope of Work

Overview

The goal of this scope of work is to facilitate the exchange of geospatial information between PUBLIC AGENCY and CAPCOG to help ensure efficient and accurate response to emergency calls and text messages in all areas of the Capital Area Emergency Communications District (CAECD). In order to accomplish this:

1. Calls and texts must be routed to the correct public safety answering point (PSAP)
2. The correct emergency service provider must be dispatched to the appropriate location
3. The emergency responders must be able to know the most efficient route to reach that location.

Definitions

Core 9-1-1 GIS data terminology:

1. **9-1-1 GIS Database**: The geospatial database maintained and updated by the PUBLIC AGENCY that includes, at a minimum, all address points (SSAPs), road centerlines (RCLs), PSAP boundaries, Emergency Service Boundaries (ESBs), Emergency Service Zones (ESZs) boundaries, and city limit (municipal) boundaries for the PUBLIC AGENCY's Provisioning Boundary.
2. **Data Layer**: Also known as a Feature Class, is a group of geographic features that reside in a table of information with corresponding locations on the earth (map) represented as either points, lines, or polygons.
3. **Feature Class**: See Data Layer.
4. **Address Points (SSAPs)**: A data layer of points identifying sites or structures associated with a street address, or the location of access to a site or structure but may also represent landmarks.
5. **Road (Street) Centerlines (RCLs)**: A data layer of lines estimating the centerline of a roadway that contains information such as road name, road classification, and address range.
6. **City Limit (Municipal) Boundary**: A polygon data layer representing the geographic extent of a city's administrative boundary, not including any extra-territorial jurisdiction. Updates to City Limit boundaries are used to update PSAP, ESB, and ESZ boundaries.
7. **Automatic Location Information (ALI) Database**: A tabular database of landline telephone numbers with associated location information used to route 9-1-1 calls to a PSAP.
8. **Legacy Master Street Address Guide (MSAG) Database**: A tabular database of street names and house number ranges within their associated communities defining ESZs and their associated Emergency Service Numbers (ESNs) to enable proper routing of 9-1-1 calls.
9. **Topology**: The spatial relationships between adjacent or neighboring features.
10. **Performance Standard Accuracy**: The minimum accuracy rate that must be achieved in each of the Data Hub, EGDMS, and CAPCOG quality control reports.
11. **Positional Accuracy**: The measure of how an object is accurately positioned on the map with respect to its true position on the ground or its intended designation.

Specialized NG9-1-1 GIS terminology:

1. **Provisioning Boundary**: The authoritative polygon data layer that defines the PUBLIC AGENCY's geographic area of 9-1-1 GIS responsibility. This should be the entire extent of the PUBLIC AGENCY's administrative boundary, plus any other adjacent areas or minus areas within its administrative boundaries as agreed to between the PUBLIC AGENCY and another city or county. Provisioning boundaries may only be modified with express written concurrence between the PUBLIC AGENCY, adjacent PUBLIC AGENCIES, and CAPCOG.

The Provisioning Boundary should include the area that the PUBLIC AGENCY assigns address points and road names under its own authority, plus any other areas that the PUBLIC AGENCY does not have such authority, but with which it has entered into an exclusive agreement to obtain this information for the 9-1-1 GIS database. Situations that may warrant a change to a Provisioning Boundary include (but are not limited to): municipal annexations, disannexations, consolidation of two or more municipalities, formation of new municipalities, changes in PSAP service areas, and changes in emergency responder service areas.

2. **PSAP boundary**: The authoritative polygon data layer representing the geographic area within a Provisioning Boundary served by a single 9-1-1 call center (a PSAP), to which all emergency requests are initially routed.
3. **Emergency Service Boundary (ESB)**: A polygon data layer that represents the geographic area of responsibility for emergency response providers within the geographic extent of the Provisioning Boundary. Each 9-1-1 GIS database includes, at a minimum, a law ESB layer, a fire ESB layer, and an Emergency Medical Services (EMS) ESB layer.
4. **Emergency Service Zone (ESZ)**: A polygon data layer representing the area within a Provisioning Boundary served by a unique combination of police, fire, and EMS responders.
5. **Database Schema**: Also known as Data Model, is the database structure with regard to field properties, including data type, field value constraints, etc. Converting one database schema to another involves field-matching (field-mapping) and other compatibility considerations.
6. **Geo-MSAG**: A geospatially-based database that replaces the Legacy MSAG and is created and managed using a road centerline GIS dataset. A city or county must first transition from a traditional tabular MSAG to a Geo-MSAG before it can transition to NG9-1-1. In order to qualify to initiate the transition to a Geo-MSAG, a county must achieve at least 98% match between ALI to RCL records as described later in this document.
7. **Globally Unique IDs (GUIDs)**: A unique identifier that is assigned to each record (feature) in a PUBLIC AGENCY's 9-1-1 GIS database; a GUID uniquely identifies a feature both within the PUBLIC AGENCY's 9-1-1 GIS database Provisioning Boundary and across all 9-1-1 GIS databases.

Quality Control terminology:

1. **Enterprise Geospatial Data Management System (EGDMS)**: A cloud-based quality control platform provided by AT&T/Intrado used for identifying critical errors that affect call and dispatch routing that will be used by the PUBLIC AGENCY to provision (determines acceptable) data to CAPCOG's NG9-1-1 system for call routing. EGDMS does not assess "significant" errors that affect dispatch.
2. **Data Hub**: a cloud-based quality control platform provided by GeoComm that, in addition to being able to identify critical errors, can also identify "significant" and "other" errors in a PUBLIC

AGENCY's 9-1-1 GIS database. Data Hub is the system that will provide data to a call taker's map display.

3. **New Error**: Any error present in the PUBLIC AGENCY's 9-1-1 GIS database update for the first time.
4. **Legacy Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update that was also present in a preceding update.
5. **Accuracy Rate**: The percentage of features that Data Hub, EGDMS, and CAPCOG quality control reports each indicate are free of critical or significant errors and match a related database.
6. **Error Rate**: The percentage of features that Data Hub, EGDMS, and CAPCOG quality control reports indicate have critical or significant errors, or that do not match a related database.
7. **Critical Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database assessed by EGDMS or Data Hub that cause, or have a potential of causing, a critical fault in the routing of a 9-1-1 emergency service request call or text to the correct PSAP; the EGDMS system prevents data with critical errors from being uploaded to the NG9-1-1 system. Examples include (but are not limited to) gaps and overlaps between several of the data layers described above.
8. **Significant Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update found by GeoComm's Data Hub quality control software that cause, or have a potential of causing, a critical fault in Computer-Aided Dispatch (CAD) mapping platforms or other related systems.
9. **Other Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database identified by GeoComm's Data Hub quality control software other than a "critical" or "significant" error.
10. **Quality Control Reports**: Any of the reports generated by Data Hub, EGDMS, or CAPCOG that evaluates a Feature Class provided by Public Agency and indicates critical, significant, or other errors as well as additional information that evaluates the quality of the data entered relative to requirements for NG9-1-1.
11. **Comprehensive Performance Report**: A monthly CAPCOG produced report that details accuracy and error rates as they relate to the defined performance standards for critical and significant errors. The report will also provide metrics for ALI to RCL and SSAP match rates, legacy errors, and unique features with errors.

General Terminology

12. **Submission Window**: The period of time during which Public Agency can upload Feature Class datasets to CAPCOG to be included in the 9-1-1 database. It is defined as ending at the end of the first day of each month and beginning at the start of the day five days prior to the first day of the month.
13. **Quarterly Report**: A report provided by Public Agency each quarter that indicates the work performed on the 9-1-1 GIS database over the course of the previous quarter. This report is used in conjunction with the Public Agency's invoice in order for CAPCOG to provide reimbursement to the Public Agency.

Task 1: Basic Work

Task 1 involves information gathering and data preparation needed for the 9-1-1 GIS database.

Task 1.A: PUBLIC AGENCY shall constantly maintain a comprehensive record of 9-1-1 related information needed for complete and updated 9-1-1 GIS database records in the formats specified for each Feature Class in Attachment B for all areas within the PUBLIC AGENCY's Provisioning Boundary consisting of:

1. Street Addresses
2. Roads
3. Municipal boundaries
4. Police ESB
5. Fire ESB
6. Emergency Medical Service ESB
7. ESZs

Data submitted by PUBLIC AGENCY must adhere to requirements for Feature Class datasets specified in Attachment B.

Task 1B: PUBLIC AGENCY shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, alter municipal boundaries, or change the geographic coverage of emergency service providers in order to ensure that these entities provide such data to PUBLIC AGENCY in a timely manner. When such changes occur, PUBLIC AGENCY shall provide CAPCOG with adequate advance notice of any substantive changes that could or should affect PSAP boundaries, ESB boundaries, provisioning boundaries, or any sub-contracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination. PUBLIC AGENCY shall submit a copy of each of these agreements to CAPCOG no later than October 7, 2024.

Task 1.C: If CAPCOG identifies any situations in which a road centerline is coincident with a Provisioning Boundary, PUBLIC AGENCY is responsible for coordinating with any adjacent agencies sharing responsibility for that road centerline to determine which agency will be responsible for maintaining which portions of the road centerline data to avoid duplication.

Task 1.D: At least once a month, PUBLIC AGENCY shall back up the 9-1-1 GIS database and store it in a secure place. PUBLIC AGENCY shall include a record of the dates the database was backed up in the activity reports that are required to be submitted with quarterly invoices.

Task 1E: PUBLIC AGENCY shall be responsible for conveying any relevant information from CAPCOG regarding 9-1-1 GIS database integrity to other local governments and governmental entities partially or wholly within its Provisioning Boundary.

Task 1F: PUBLIC AGENCY shall provide to CAPCOG information from any County Commissioners' Court meetings or City Council meetings that would affect PUBLIC AGENCY's performance of this contract, including (but not limited to) changes to PSAPs, ESBs/ESZs, annexation, or subcontracting. PUBLIC AGENCY's Project Representative is expected to keep track of County Commissioners Court and City Council meeting agendas to determine if an item may affect the performance of this contract, and notify CAPCOG's project representative of any such issues as soon as possible, but no later than 2 days prior to the Commissioners Court or City Council meeting. Such information includes, but is not limited to, annexation notices, disannexation notices, and interlocal agreements related to emergency services and coverage areas. To the extent possible, CAPCOG will use the ESB and ESZ data submitted by the PUBLIC AGENCY in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data and/or reinstate prior versions if the data submitted by PUBLIC AGENCY are found to have errors. Regardless of any such changes made by local governments within their Provisioning Boundary, those changes will not be made in the 9-1-1 system until this information is provided to CAPCOG, CAPCOG accepts the information, and makes the corresponding changes in the 9-1-1 system. CAPCOG shall make

PUBLIC AGENCY aware of any required changes to these boundaries within three business days of being provided with the polygon data. Note that changes to these data may be sent to CAPCOG at any point during the month.

Task 1.G: PUBLIC AGENCY shall send at least one representative to each scheduled 9-1-1 GIS User Group meetings (GMUG) and at least one training workshop hosted by CAPCOG during the performance period of this agreement.

Task 1.H: By October 7, 2024, PUBLIC AGENCY shall submit to CAPCOG a listing of which agencies are responsible for assigning 9-1-1 addresses within all areas of their Provisioning Boundary.

Task 2: Feature Class Quality Control

Task 2 involves uploading the Feature Class datasets to designated quality control services one or more times a month in order to check the integrity of the data for the purpose of ensuring that it is accurate for 9-1-1 use, meets the requirements for an NG9-1-1 system, and gives Public Agency the opportunity to correct errors before submitting the monthly upload required in Task 3.

Task 2.A: Public Agency must download the ALI extract data from the site provided by CAPCOG within seven days of being notified by CAPCOG that it is available.

Task 2.B: Public Agency must upload Feature Class datasets to Data Hub to obtain Quality Control Reports at least once a month, and not more frequent than once per week. The roads (RCL) and street addresses (SSAP) need to be included in every upload. The Municipal Boundaries, Emergency Service Zones (ESZ), Police (ESB), Fire (ESB), and Emergency Medical Service (ESB) Feature Classes only need to be uploaded when the Feature Class has changed since the previous month. The downloaded ALI extract data specified in Task 2.A must be included with at least one of the uploads per month.

Task 2.C: Public Agency must upload Feature Class datasets to EGDMS to obtain Quality Control Reports at least once a month. There is no limit to the number of times that Public Agency can upload data to EGDMS. The roads (RCL) and street addresses (SSAP) need to be included in every upload. The Municipal Boundaries, Emergency Service Zones (ESZ), Police (ESB), Fire (ESB), and Emergency Medical Service (ESB) Feature Classes only need to be uploaded when the Feature Class has changed since the previous month.

Task 2.D: Public Agency must correct any errors that are indicated in the Quality Control Reports obtained by performing Tasks 2.B and 2.C. as soon as possible.

Task 2.E: PUBLIC AGENCY shall address any other discrepancies identified by authorized stakeholders including, but not limited to, PSAP 9-1-1 call-takers and CAPCOG staff.

Task 3: GIS Work for PSAP Map Updates

Task 3 involves GIS work needed for directly maintaining and updating the 9-1-1 GIS database for use in monthly updates to PSAP mapping applications. CAPCOG's expectation is that this work would be performed by a person, either on staff or subcontracted by the PUBLIC AGENCY, with responsibilities, knowledge, skills, education, and experience comparable to the state's "Geographic Information Specialist II" job description.¹ Task 2 includes the following sub-tasks:

¹ Available online at: <http://www.hr.sao.texas.gov/CompensationSystem/JobDescriptions/>

Task 3.A: PUBLIC AGENCY must maintain at least one ESRI ArcGIS software license in order to carry out this work.

Task 3.B: PUBLIC AGENCY shall submit to CAPCOG all information required under Task 1.A that corresponds to GIS data layers in the 9-1-1 GIS database at least once a month in ESRI File geodatabase format (.gdb) pursuant to the specifications in Attachment B and any other CAPCOG guidance during the Submission Window. The latest submission that complies with the Performance Standard Accuracy will be used for the 9-1-1 database update.

Task 3.C: In addition, PUBLIC AGENCY shall maintain the ALI database within the PUBLIC AGENCY's Provisioning Boundary. This includes, but is not limited to, correcting telephone number database errors, maintenance and quality-control of an accurate 9-1-1 call location map.

Task 4: Updates for Call-Routing

In a NG9-1-1 environment, the GIS database is used not only for PSAP mapping applications, but also to route both cell and landline phone calls to the proper PSAP.

Task 4.A: PUBLIC AGENCY shall submit the most recent 9-1-1 road (RCL) and street address (SSAP) Feature Class datasets to EGDMS at least once during the Submission Window. CAPCOG will assess compliance with Performance Standard Accuracy indicated for each Feature Class in Attachment B based on the last submission during the Submission Window. Road (RCL) updates submitted by PUBLIC AGENCY to EGDMS will automatically update PUBLIC AGENCY's GeoMSAG.

Task 4.B: Public Agency must correct any errors that are indicated in the Quality Control Reports obtained by performing Tasks 3.A prior to the next monthly submission. Failure to make progress in correcting critical errors identified in the prior month's submission will be noted in CAPCOG's Comprehensive Performance Reports and must be noted and explained in Quarterly Reports submitted by PUBLIC AGENCY when submitting an invoice to CAPCOG.

Content of Quarterly Reports

Along with each quarterly invoice, PUBLIC AGENCY will submit an activity report using the templates provided by CAPCOG that contains all of the following information related to activities that occurred in the quarter:

- For each applicable governmental entity with administrative boundaries within PUBLIC AGENCY's Provisioning Boundary, PUBLIC AGENCY shall provide a summary of actions taken each month relevant to the 9-1-1 GIS database, including any new records added since the last update and errors corrected.
- The date and time of the PUBLIC AGENCY's last backup of its 9-1-1 GIS database.
- Dates and basic summaries (such as total number of features) of data submissions to CAPCOG.
- A summary of any work that involved resolution of boundary issues with other entities, correction of errors and resolution of any other issues related to this contract
- An explanation for any performance issues during the quarter and corrective action that will be taken to address and prevent such issues in the future, including:
 - Late or incomplete data submissions;

- Failure to meet performance expectations for ALI to RCL match accuracy rates, critical error accuracy rates, or significant error rates; and
- Any other issue identified by CAPCOG in a Comprehensive Performance Report.

Operational Timeline

The following timeline should be used by PUBLIC AGENCY in planning its submission of data to DataHub and CAPCOG for PSAP map updates (Task 3) and to EGDMS for and call-routing updates (Task 4):

Month	Submission Window	Error Correction Window	CAPCOG Pushes out PSAP Map Update
Oct 2024	2024-09-24 – 2024-10-01	2024-10-02 – 2024-10-07	2024-10-09
Nov 2024	2024-10-25 – 2024-11-01	2024-11-02 – 2024-11-07	2024-11-12
Dec 2024	2024-11-21 – 2024-12-02	2024-12-03 – 2024-12-06	2024-12-10
Jan 2025	2024-12-20 – 2025-01-02	2025-01-03 – 2025-01-08	2025-01-10
Feb 2025	2025-01-27 – 2025-02-03	2025-02-04 – 2025-02-07	2025-02-11
Mar 2025	2025-02-24 – 2025-03-03	2025-03-04 – 2025-03-07	2025-03-11
Apr 2025	2025-03-25 – 2025-04-01	2025-04-02 – 2025-04-07	2025-04-09
May 2025	2025-04-24 – 2025-05-01	2025-05-02 – 2025-05-07	2025-05-09
Jun 2025	2025-05-23 – 2025-06-02	2025-06-03 – 2025-06-06	2025-06-10
Jul 2025	2025-06-24 – 2025-07-01	2025-07-02 – 2025-07-08	2025-07-10
Aug 2025	2025-07-25 – 2025-08-01	2025-08-02 – 2025-08-07	2025-08-11
Sep 2025	2025-08-26 – 2025-09-02	2025-09-03 – 2025-09-08	2025-09-10

Review of Deliverables and Invoices

Upon receipt of each quarterly invoice, CAPCOG will divide payment into sixths, reflecting the submission of a complete road centerline and address point database in each of the three months that is useable in that month's PSAP map update:

1. Month 1: complete, updated road centerline database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice
2. Month 1: complete, updated address point database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice
3. Month 2: complete, updated road centerline database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice
4. Month 2: complete, updated address point database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice
5. Month 3: complete, updated road centerline database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice
6. Month 3: complete, updated address point database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice

CAPCOG Guidance and Direction

In addition to the Comprehensive Performance Reports identified in Task 3.B, CAPCOG may issue technical guidance or direction to PUBLIC AGENCY's Project Representative that provides further clarification, interpretation, and details. Failure to follow any such guidance would constitute a performance deficiency for this agreement.

Attachment B: CAPCOG Next Generation 9-1-1 GIS Data Requirements Version 2 (October 2024)

1 Summary

The following geospatial data and corresponding attribute specifications are required to be regularly maintained by each county for Mapped Automated Location Information (ALI) and use in a Next Generation 9-1-1 system which relies on GIS data for call and dispatch routing through the Emergency Call Routing Function/Location Validation Function (ECRF/LVF) as defined in the *NENA Master Glossary of 9-1-1 Terminology* (see the Reference Documents section at the end of this document).

This document is referenced in the Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management and is commonly called "Attachment B".

The GIS Data requirements in this document are a condensed version of, and based upon, data standards created by NENA (National Emergency Number Association) as they are developed and evolve over time. These data model standards should be more thoroughly reviewed in *NENA Standard for NG9-1-1 GIS Data Model* (see the Reference Documents section at the end of this document).

Specifics regarding address point placement methodologies should be reviewed in *NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1* (see the Reference Documents section at the end of this document).

To the extent possible, CAPCOG will use the ESB and ESZ data submitted by Public Agency in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data or reinstate prior versions if the data submitted are found to have errors. CAPCOG shall make PUBLIC AGENCY aware of any changes it makes to these boundaries within three business days of being provided with the polygon data. Note that changes to these data may be sent to CAPCOG at any point during the month. The local jurisdiction is responsible for downloading and using the latest authoritative version of the ESZ/ESB files used in the 9-1-1 system from CAPCOG at the beginning of each month to avoid repetition of errors if they have occurred.

2 Feature Class Schema Guidelines

The schema for each required dataset includes fields with specific names, data types, and widths. Some fields require a value, others require a value only under certain conditions, some can optionally contain a value or not contain a value, and others must not contain a value. The tables provided in this document in the "Database Format" section for each Feature Class indicate these preferences as well as a description of the values that need to be provided for the field. Additionally, a descriptive name is provided for each field that can be used to easily refer to it in conversation.

The name, data types, and widths are specific to each field and must follow the exact guidelines outlined in the tables for each dataset. When creating datasets, fields must be kept in the same order as listed in the tables.

The tables of field definitions that are included in the “Database Format” section for each Feature Class include the same five columns: FIELD NAME, REQUIRED, TYPE, DESCRIPTION / VALID ENTRIES, and DESCRIPTIVE NAME. A description of each is provided below.

FIELD NAME: The required name for the field that must be entered exactly as it appears in the table. Some field names are all UPPER CASE and some use CamelCase.

DESCRIPTIVE NAME: A name that can be used in conversation to refer to the field that is more easily understandable than the actual field name. The common name is not used in any other context.

REQUIRED: This indicates if the field is required to contain a value, or not. The column indicates one of the following four choices to indicate the value requirement:

- YES – The field **MUST** contain a non-NULL value and cannot be blank.
- CONDITONAL – The field must contain a non-NULL value if the attribute information exists in the real world. If no value exists for the feature, the individual value is left:
 - NULL without an empty space (if TEXT),
 - o (if LONG), or
 - o.o (if FLOAT)
- NO – An optional value can be entered or can be NULL, or
- EMPTY – The field value must be NULL.

TYPE: The **TYPE** column indicates the data type required for the field.

- TEXT – string of printable UTF-8 characters including any combination of alphabetical letters, numbers, and printable special characters plus spaces. Non-breaking spaces and non-printable characters are not included.
- DATE – Date and time using ISO 8601 compliant formats which are in the format of YYYY-MM-DD HH:MM:SS
- DOUBLE – double precision floating point numeric values with decimals
- LONG – whole numeric values ranging from -2,147,483,648 to +2,147,483,647 without decimals

WIDTH: the number of allowable characters for each field having a TEXT data type.

CASE: the case requirements for the value entered into the field. Allowable cases are:

- UPPER: all characters must be in uppercase
- MIXED: characters should be entered using both uppercase and lowercase as deemed appropriate by Public Agency

DESCRIPTION / VALID ENTRIES: A description of the value that is expected in the field including any required formatting, references to standards to use, valid values if limited to a determined set, required value if it is to be constant across records, and other helpful information.

3 NENA Globally unique IDS (NGUID)

In this version of the NG9-1-1 GIS Data Model, the format of the NENA Globally Unique ID (NGUID) has changed. The changes make the form of these IDs match other similar IDs in *NENA i3 Standard for Next Generation 9-1-1* (see the Reference Documents section at the end of this document). Like the changes

in i3, this change lets a user see what kind of data the ID is from (GIS data), what layer it is from, and which organization created the data. Converting from the NGUID in CAPCOG GIS Data Model Version 1 is simple. A layer-sensitive string precedes the existing data and the "@" sign is replaced with a colon. Additionally, the new format allows a host name containing the agency identifier to be used after the final colon, although using only the agency identifier is acceptable. The extra information in the host name allows more than one system or instance in an agency to create identifiers without a risk of a duplicate identifier. For example, one system could use "system1.example.com" and another could use "system2.example.com."

NGUIDs SHALL be generated and maintained within a GIS database by concatenating "urn:emergency:uid:gis:[Layer Indicator]:[Local Unique ID]:[Agency Identifier/Host Name]" where the elements are defined as:

- urn:emergency:uid:gis – standardized unique prefix that defines this class of IDs associated with GIS data.
- Layer Indicator – the shorter name for the GIS data layer the feature is associated with as defined by the GIS Data Layers Registry in NENA-STA-010 [3]. See section 7.2 in this document for Layer Indicator values.
- Local Unique ID – a GIS Data Provider generated "locally assigned ID," which can be numeric and/or text. This local ID MUST be unique within the GIS Data Provider's dataset for all features associated with a specific Agency Identifier.
- Agency Identifier/Host Name – a fully qualified domain name (FQDN) representing the GIS Data Provider, which is an "Agency." Agency and Agency Identifier are as defined in NENA-STA-010 [3]. The domain name is obtained from any Domain Name System (DNS) registrar.

Each NGUID MUST be unique as an aggregated NGUID following the structure described in this section.

The combination of the Local Unique ID with the rest of the values that construct the NGUID, provides a unique NGUID when multiple Public Agency submissions are aggregated. The NGUID SHOULD be stable for as long as possible, so that it supports the reporting and resolution of errors from a quality control process, including the discrepancy reporting. The consistency of the ID between submissions also assists with managing downstream data sets.

Example NGUID:

urn:emergency:uid:gis:RCL:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org

In the example above, the parts of the NGUID are:

URN	urn:emergency:uid:gis
Layer Indicator	RCL
Local Unique ID	{AD873541-F41C-409E-A0BE-1B0C583902A4}
Agency Identifier	wilco.org

Layer Indicators

The possible values for the Layer Indicator component of the NGUID must be the one appropriate for the Feature Class as indicated in the table below.

Feature Class	Layer Name
Road Centerline	RCL
Site Structure Address Point	SSAP
Police ESB	Pol
Fire ESB	Fire
EMS ESB	Ems
Incorporated Municipalities	A3

4 Road Centerlines (RCL)

Type of Data: Line

Performance Standard Accuracy: 98%

Positional Accuracy: Street centerlines must be within +/- 5 feet of the center of the roadbed.

This dataset represents road networks in the CAPCOG region. This layer includes the street names and addresses used to assign an address.

4.1 Graphic (Spatial) Edits

Each named street needs to be represented in the GIS graphically and include attribution for all database fields listed below. All unnamed streets included in the street centerline layer are required to have the designation "Driveway" entered in the St_Name field, "DRVW" entered in the LSt_Name and FULL_NAME fields, and have any other relevant attribute information completed, including the 'CLASS' field. When a street centerline is created or edited, several sources and methods can be used, including current aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources or methods. The roadbed is defined as the part on which vehicles travel, noting that when roadways are divided (i.e., by a median) the roadbeds on each side should have a centerline drawn. In all cases each street centerline will need to be split, or checked for gaps, at each jurisdiction and ESN line/boundary intersection.

4.2 Database Format

The following table details the data format requirements for the RCL database.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/VALID ENTRIES
DiscrpAglID	Discrepancy Agency ID	YES	TEXT	100	MIXED	Agency that last updated the record. Valid values are: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson
DateUpdate	Date Updated	YES	DATE	N/A	N/A	Date of last update using ISO 8601 format
Effective	Effective Date	NO	DATE	N/A	N/A	Date the new record information goes into effect in ISO 8601 format
NGUID	NENA Globally Unique ID	YES	TEXT	254	MIXED	Globally Unique ID for each road segment. Ex. urn:emergency:uid:gis:RCL:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/VALID ENTRIES
AdNumPre_L	Left Address Number Prefix	CONDITIONAL	TEXT	15	MIXED	Part of an address preceding the numeric address on Left
AdNumPre_R	Right Address Number Prefix	CONDITIONAL	TEXT	15	MIXED	Part of an address preceding the numeric address on Right
COUNTRY	Country	YES	TEXT	2	UPPER	The value must be: US
FromAddr_L	Left FROM Address	YES	LONG	N/A	N/A	Left address number at the FROM node
ToAddr_L	Left TO Address	YES	LONG	N/A	N/A	Left address number at the TO node
FromAddr_R	Right FROM Address	YES	LONG	N/A	N/A	Right address number at the FROM node
ToAddr_R	Right TO Address	YES	LONG	N/A	N/A	Right address number at the TO node
Parity_L	Parity Left	YES	TEXT	1	MIXED	Valid values are: E = Even, O = Odd, B = Both, Z = Zero (if the range is 0 to 0)
Parity_R	Parity Right	YES	TEXT	1	MIXED	Valid values are: E = Even, O = Odd, B = Both, Z = Zero (if the range is 0 to 0)
St_PreMod	Street Name Pre Modifier	CONDITIONAL	TEXT	15	MIXED	Word or phrase separate from type and direction that precedes St_PreDir e.g., Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass
St_PreDir	Street Name Pre Directional	CONDITIONAL	TEXT	10	MIXED	Spelled out leading directional prefix. Valid values are: North, South, East, West, Northwest, Northeast, Southwest, Southeast.
St_PreTyp	Street Name Pre Type	CONDITIONAL	TEXT	50	MIXED	Spelled out word or phrase that precedes and identifies a type of thoroughfare. Must be fully spelled out, e.g., "Farm to Market Road" instead of "FM". Restricted values found in NENA Registry of Street Name Pre Types and Street Name Post Types (see the Reference Documents section at the end of this document).
St_PreSep	Street Name Pre Type Separator	CONDITIONAL	TEXT	20	MIXED	A preposition or prepositional phrase between St_PreTyp and St_Name, e.g., " of the " in "Avenue of the Stars". Restricted to values found in NENA Registry of Street Name Pre Type Separators (see the Reference Documents section at the end of this document).
St_Name	Street Name	YES	TEXT	254	MIXED	Legal street name as assigned by local addressing authority. The street name does not include any street types, directionals, or modifiers, e.g., " Fifth " in " Fifth Avenue " or " 2224 " in " Farm to Market Road 2224 " The value must be " Driveway " for unnamed streets.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/VALID ENTRIES
St_PosTyp	Street Name Post Type	CONDITIONAL	TEXT	50	MIXED	Word or phrase that follows the St_Name element and identifies a type of thoroughfare in a complete St_Name, e.g., "Parkway" in "Ocean Parkway". Restricted to values found in NENA Registry of Street Name Pre Types and Street Name Post Types (see the Reference Documents section at the end of this document).
St_PosDir	Street Name Post Directional	CONDITIONAL	TEXT	10	MIXED	Trailing directional suffix. Valid values are: North, South, East, West, Northwest, Northeast, Southwest, Southeast.
St_PosMod	Street Name Post Modifier	CONDITIONAL	TEXT	25	MIXED	Word or phrase separate from type and direction that follows St_Name, e.g., "Number 5" in "Fire Road Number 5"; "Northbound" in "North Interstate 35 Northbound"
LSt_PreDir	Legacy Street Name Pre Directional	CONDITIONAL	TEXT	2	UPPER	Leading directional prefix. Valid values are: N = North, S = South, E = East, W = West, NW = Northwest, NE = Northeast, SE = Southeast, and SW = Southwest.
LSt_Name	Legacy Street Name*	CONDITIONAL	TEXT	75	UPPER	Legal street name as assigned by local addressing authority. The value must be "DRVW" for unnamed streets.
LSt_Typ	Legacy Street Name Type*	CONDITIONAL	TEXT	4	UPPER	Type of street following the street name, valid entries on USPS Pub 28, e.g., RD, ST, TRL.
LSt_PosDir	Legacy Street Name Post Directional*	CONDITIONAL	TEXT	2	UPPER	Trailing directional suffix. Valid values are: N = North, S = South, E = East, W = West, NW = Northwest, NE = Northeast, SE = Southeast, and SW = Southwest.
FULL_NAME	Full Street Name	YES	TEXT	125	UPPER	Full street name, should be a concatenation of 4 fields: LSt_PreDir, LSt_Name, LSt_Type and LSt_PosDir with no trailing or leading spaces
ESN_L	ESN Left	YES	TEXT	5	N/A	5-digit Emergency Service Number as identified by ESN on Left. If the ESN number has fewer than 5 digits, it must include leading zeros
ESN_R	ESN Right	YES	TEXT	5	N/A	5-digit Emergency Service Number as identified by ESN on Right. If the ESN number has fewer than 5 digits, it must include leading zeros.
MSAGComm_L	MSAG Community Name Left*	CONDITIONAL	TEXT	30	UPPER	Valid service community as identified by MSAG on Left
MSAGComm_R	MSAG Community Name Right*	CONDITIONAL	TEXT	30	UPPER	Valid service community as identified by MSAG on Right
Country_L	Country Left	YES	TEXT	2	UPPER	Value must be: US
Country_R	Country Right	YES	TEXT	2	UPPER	Value must be: US

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/VALID ENTRIES
State_L	State or Equivalent Left (A1)	YES	TEXT	2	UPPER	Value must be: TX
State_R	State or Equivalent Right (A1)	YES	TEXT	2	UPPER	Value must be: TX
County_L	County or Equivalent Left (A2)	YES	TEXT	100	MIXED	Fully spelled county name on the left side of the road. Valid values are: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson.
County_R	County or Equivalent Right (A2)	YES	TEXT	100	UPPER	Fully spelled county name on the right side of the road. Valid values are: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson.
AddCode_L	Additional Code Left	CONDITIONAL	TEXT	6	MIXED	A code on the left side of the road that specifies a geographic area
AddCode_R	Additional Code Right	CONDITIONAL	TEXT	6	MIXED	A code on the right side of the road that specifies a geographic area
IncMuni_L	Incorporated Municipality Left (A3)	YES	TEXT	100	MIXED	Name of municipality on Left, if none populate with "Unincorporated"
IncMuni_R	Incorporated Municipality Right (A3)	YES	TEXT	100	MIXED	Name of municipality on Right, if none populate with "Unincorporated"
UnincCom_L	Unincorporated Community Left (A4)	NO	TEXT	100	MIXED	The unincorporated community, either within an incorporated municipality or in a unincorporated portion of a county, or both, on the left side of the street, e.g., Del Valle, Kingsland.
UnincCom_R	Unincorporated Community Right (A4)	NO	TEXT	100	MIXED	The unincorporated community, either within an incorporated municipality or in a unincorporated portion of a county, or both, on the right side of the street, e.g., Del Valle, Kingsland.
NbrhdCom_L	Neighborhood Community Left (A5)	NO	TEXT	100	MIXED	Name of neighborhood or subdivision on Left
NbrhdCom_R	Neighborhood Community Right (A5)	NO	TEXT	100	MIXED	Name of neighborhood or subdivision on Right
PostCode_L	Postal Code Left	NO	TEXT	5	MIXED	The ZIP code on the left side of the street
PostCode_R	Postal Code Right	NO	TEXT	5	MIXED	The ZIP code on the right side of the street
PostComm_L	Postal Community Name Left	NO	TEXT	40	MIXED	City name for the ZIP code of an address, as given in the USPS on Left
PostComm_R	Postal Community Name Right	NO	TEXT	40	MIXED	City name for the ZIP code of an address, as given in the USPS on Right

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/VALID ENTRIES
RoadClass	Road Class	NO	TEXT	15	UPPER	See valid Road Class I Types in Section 4.3
CLASS	Road Class Code	YES	TEXT	4	UPPER	Street type designation code (See Road Class Codes in Section 4.4)
OneWay	One-Way	NO	TEXT	2	UPPER	Valid values are: B = Both, FT = FROM node to TO node, TF = TO node to FROM node
SpeedLimit	Speed Limit	NO	LONG	N/A	N/A	Posted speed limit in MPH
Valid_L	Validation Left	NO	TEXT	1	UPPER	Indicates if the address range on the left side of the road segment, relative to the FROM node, should be used for civic location validation. A value of "Y" MAY be entered if any Address Number within the address range on the left side of the road segment should be considered by the LVF to be valid. A value of "N" MAY be entered if the Address Number should only be validated using the SiteStructureAddressPoint layer. If not present, a value of "Y" is assumed.
Valid_R	Validation Right	NO	TEXT	1	UPPER	Indicates if the address range on the right side of the road segment, relative to the FROM node, should be used for civic location validation. A value of "Y" MAY be entered if any Address Number within the address range on the right side of the road segment should be considered by the LVF to be valid. A value of "N" MAY be entered if the Address Number should only be validated using the SiteStructureAddressPoint layer. If not present, a value of "Y" is assumed.
NOTES	Notes	NO	TEXT	75	UPPER	Additional information

4.3 Road Class I Types

The following list of codes are used in the "RoadClass" field in the RCL Database:

- **PRIMARY**
- **SECONDARY**
- **LOCAL** (City, Neighborhood, or Rural Road)
- **RAMP**
- **SERVICE** (usually along a limited access highway)
- **VEHICULAR TRAIL** (4WD, snowmobiles)
- **WALKWAY** (Pedestrian Trail, Boardwalk)
- **ALLEY**
- **PRIVATE** (service vehicles, logging, oil fields, ranches, etc.)
- **PARKING LOT**
- **TRAIL** (Ski, Bike, Walking / Hiking Trail)

4.4 Road Class Codes ('Street Type') Designation

The following list of codes are used in the "CLASS" field in the RCL Database:

- **IH** – Interstate
- **US** – US highways
- **SH** – State highways
- **FM** – Farm to Market, Ranch Road, Ranch to Market
- **LS** – City Street, County Road, Park Road, Recreational, Frontage Road
- **AC** – Access Road, Crossover
- **PVT** - Private Road
- **TR** – Toll Road
- **RAMP** - On-ramp, Off-ramp
- **DW** – Driveways

5 Site / Structure Address Points (SSAP)

Type of Data: Point

Performance Standard Accuracy: 98%

Positional Accuracy: Structures or designated site locations must be within +/- 25 feet of their true location or intended designation.

This dataset represents addressable sites, structures, or property entrances that exist within the CAPCOG region.

5.1 Graphic (Spatial) Edits

All addressed site/structures must be represented in the address point layer. When a site/structure point is created or edited, several sources and methods can be used, including aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources and methods. When the actual structure location is known, the symbol should represent the general center of the structure. In other cases, please refer to the *NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1* (see the Reference Documents section at the end of this document).

5.2 Database Format

The following table details the data format requirements for the SSAP database.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/VALID ENTRIES
DiscrpAgID	Discrepancy Agency ID	YES	TEXT	100	MIXED	Agency that last updated the record. Valid values are: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson
DateUpdate	Date Updated	YES	DATE	N/A	N/A	Date of last update using ISO 8601 format

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/VALID ENTRIES
Effective	Effective Date	NO	DATE	N/A	N/A	Date the new record information goes into effect in ISO 8601 format
NGUID	NENA Globally Unique ID	YES	TEXT	254	MIXED	Globally Unique ID for each road segment. Ex. urn:emergency:uid:gis:SSAP:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org
Country	Country	YES	TEXT	2	UPPER	The value must be: US
State	State	YES	TEXT	2	UPPER	The value must be: TX
County	County	YES	TEXT	100	MIXED	Fully spelled county name. Valid values are: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson
AddCode	Additional Codd	CONDITIONAL	TEXT	6	N/A	A code that specifies a geographic area
AddDataURI	Additional Data URI	CONDITIONAL	TEXT	254	N/A	URI for additional data associated with the address point
Inc_Muni	Incorporated Municipality	YES	TEXT	100	MIXED	Name of municipality, if none populate with " Unincorporated "
Uninc_Comm	Unincorporated Community	NO	TEXT	100	MIXED	The unincorporated community, either within an incorporated municipality or in a unincorporated portion of a county, or both
Nbrhd_Comm	Neighborhood Community	NO	TEXT	100	MIXED	Name of neighborhood or subdivision where the address is located
AddNum_Pre	Address Number Prefix	CONDITIONAL	TEXT	15	N/A	Part of an address leading the numeric address
Add_Number	Address Number	YES	LONG	N/A	N/A	Numeric identifier of a location along a thoroughfare
AddNum_Suf	Address Number Suffix	CONDITIONAL	TEXT	15	N/A	Part of an address following the address number, e.g., 1/2, B
St_PreMod	Street Name Pre Modifier	CONDITIONAL	TEXT	15	MIXED	Word or phrase separate from type and direction that precedes St_Pre_Dir, e.g., Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass
St_PreDir	Street Name Pre Directional	CONDITIONAL	TEXT	10	MIXED	Leading directional prefix. Valid values are: North, South, East, West, Northwest, Northeast, Southwest, Southeast. MUST be fully spelled out.
St_PreTyp	Street Name Pre Type	CONDITIONAL	TEXT	50	MIXED	Spelled out word or phrase that precedes and identifies a type of thoroughfare. Must be fully spelled out, e.g. "Farm to Market Road" for "FM". Restricted values found in NENA Registry of Street Name Pre Types and Street Name Post Types (see the Reference Documents section at the end

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/VALID ENTRIES
						of this document)
St_PreSep	Street Name Pre Type Separator	CONDITIONAL	TEXT	20	MIXED	A preposition or prepositional phrase between the Street Name Pre Type and Street Name. Ex. "of the" in "Avenue of the Stars". Restricted to values found in NENA Registry of Street Name Pre Type Separators (see the Reference Documents section at the end of this document).
St_Name	Street Name	YES	TEXT	254	MIXED	Legal street name as assigned by local addressing authority. The street name does not include any street types, directionals, or modifiers. Ex. "Fifth" in "Fifth Avenue" or "2224" in "Farm to Market Road 2224"
St_PosTyp	Street Name Post Type	CONDITIONAL	TEXT	50	MIXED	Word or phrase that follows the St_Name element and identifies a type of thoroughfare in a complete street name. Ex, "Parkway" in "Ocean Parkway". Restricted values found in NENA Registry of Street Name Pre Types and Street Name Post Types (see the Reference Documents section at the end of this document)
St_PosDir	Street Name Post Directional	CONDITIONAL	TEXT	10	MIXED	Trailing directional suffix. Valid values are: North, South, East, West, Northwest, Northeast, Southwest, Southeast.
St_PosMod	Street Name Post Modifier	CONDITIONAL	TEXT	25	MIXED	Word or phrase separate from type and direction that follows St_Name, e.g., "Number 5" in "Fire Road Number 5"; "Northbound" in "North Interstate 35 Northbound"
LSt_PreDir	Legacy Street Name Pre Directional	CONDITIONAL	TEXT	2	UPPER	Leading directional prefix. Valid values are: N = North, S = South, E = East, W = West, NW = Northwest, NE = Northeast, SE = Southeast, and SW = Southwest.
LSt_Name	Legacy Street Name	CONDITIONAL	TEXT	75	UPPER	Legal street name as assigned by local addressing authority
LSt_Typ	Legacy Street Name Type	CONDITIONAL	TEXT	4	UPPER	Type of street following the street name, valid entries on USPS Pub 28, e.g., RD, ST, TRL.
LSt_PosDir	Legacy Street Name Post Directional	CONDITIONAL	TEXT	2	UPPER	Trailing directional suffix. Valid values are: N = North, S = South, E = East, W = West, NW = Northwest, NE = Northeast, SE = Southeast, and SW = Southwest.
FULL_NAME	Full Street Name	YES	TEXT	125	UPPER	Full street name, must be identical to the site's related road FULL_NAME in the RCL

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/VALID ENTRIES
						Feature Class
FULL_ADDR	Full Address	YES	TEXT	170	UPPER	Full address, should be a concatenation of AddNum_Pre + Addr_Number + AddNum_Suf + FULL_NAME with no extra, leading or trailing spaces
ESN	ESN	YES	TEXT	5	N/A	Emergency Service Number associated with the address and community name preceded by leading zeroes if digits are fewer than 5
MSAGComm	MSAG Community Name	YES	TEXT	30	UPPER	Valid service community associated with the location of the address, e.g., Del Valle, Kingsland.
Post_Comm	Postal Community Name	NO	TEXT	40	MIXED	City name for the ZIP code of an address, as given in the USPS
Post_Code	Postal Code	NO	TEXT	5	N/A	5-digit numeric ZIP code area
PostCodeEx	Postal Code Extension	NO	TEXT	4	N/A	ZIP code + 4 extension
Building	Building	NO	TEXT	75	N/A	One among a group of buildings that have the same address
Floor	Floor	NO	TEXT	75	N/A	A floor, story, or level within a building
Unit	Unit	NO	TEXT	75	N/A	A suite or group of rooms within a building that share the same entrance
Room	Room	NO	TEXT	75	N/A	A single room within a building
Seat	Seat	NO	TEXT	75	N/A	A place where a person sits within a building, e.g., cubicle
Addt_Loc	Additional Location Information	NO	Text	225	N/A	A part of the sub-address that is not a building, floor, room, or seat
LandmkName	Complete Landmark Name	CONDITIONAL	TEXT	150	MIXED	The name by which a prominent feature is publicly known or vanity address
Milepost	Milepost	CONDITIONAL	LONG	N/A	N/A	A posted numeric measurement from a given beginning point
Place_Type	Place Type	NO	TEXT	50	MIXED	Type of feature identified by the address, e.g. residential, office, store, school
Placement	Placement Method	NO	TEXT	25	MIXED	Methodology used for placement of the address point. Restricted values found in NENA Address Point Placement Registry (see the Reference Documents section at the end of this document)
Longitude	Longitude	YES	DOUBLE	N/A	N/A	Longitude of point in decimal degrees using EPSG: 4326
Latitude	Lattitude	YES	DOUBLE	N/A	N/A	Latitude of point in decimal degrees using EPSG: 4326
Elevation	Elevation	NO	DOUBLE	N/A	N/A	Height above Mean Sea Level in meters

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/VALID ENTRIES
ST_ALIAS	Street Alias	CONDITIONAL	TEXT	125	UPPER	Entire alias street name assigned to related street segment
NOTES	Notes	NO	TEXT	254	MIXED	Additional location information, which is not a building, floor, unit, room, or seat

6 Emergency Service Zones (ESZ)

Type of Data: Polygon

Performance Standard Accuracy: 100%

Positional Accuracy: ESZ boundaries must adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of 3,600 sq meters.

This dataset consists of the intersection of law enforcement, fire district, and emergency medical service and telephone exchange boundaries in the CAPCOG region.

6.1 Graphic (Spatial) Edits

These areas need to accurately reflect the boundaries of each geographically unique combination of fire, police, EMS responder zones, and telephone exchange boundaries. This layer is created and maintained by overlaying with some combination of street centerlines, municipal (i.e. city limit) boundaries, parcels boundaries, or other data to determine each jurisdiction's emergency response service areas. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly.

Communications must be regularly preserved with all fire, police, and emergency medical responders to obtain the information required to maintain updated ESZ boundaries. **In addition, it is very important that all features with identical attribute information are merged into one multipart polygon.**

6.2 Database Format

The following table details the data format requirements for the ESZ database.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/VALID ENTRIES
SOURCE	Source	YES	TEXT	75	UPPER	Agency that last updated the record. Valid values are: BASTROP, BLANCO, BURNET, CALDWELL, FAYETTE, HAYS, LEE, LLANO, TRAVIS, WILLIAMSON.
PROVIDER	Provider	EMPTY	TEXT	75	UPPER	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	Last Modification	YES	DATE	N/A	UPPER	Date of last update using ISO 8601 format
EFF_DATE	Effective Date	No	DATE	N/A	UPPER	Date the new record information goes into effect in ISO 8601 format
ES_UNQID	Emergency Service Unique ID	EMPTY	TEXT	100	UPPER	ID for each emergency service polygon - <i>CAPCOG will populate</i>
POLICE	Police	YES	TEXT	60	UPPER	Name of police service provider

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/VALID ENTRIES
FIRE	Fire	YES	TEXT	60	UPPER	Name of fire service provider
MEDICAL	Medical	YES	TEXT	60	UPPER	Name of medical service provider
COUNTRY	Country	YES	TEXT	2	UPPER	The value must be: US
STATE	State	YES	TEXT	2	UPPER	The value must be: TX
COUNTY	County	YES	TEXT	40	UPPER	County name fully spelled out. Valid values are: BASTROP, BLANCO, BURNET, CALDWELL, FAYETTE, HAYS, LEE, LLANO, TRAVIS, WILLIAMSON.
URI	URI	YES	TEXT	254	UPPER	URN/URL for routing. Example: sip:sos@ausctxem1.travis.tx.us
URN	URN	NO	TEXT	50	UPPER	The URN for the Emergency Service or other Well-Known Service (Example: "urn:service:sos" for a PSAP or "urn:service:sos.ambulance" for an ambulance service)
ESN	ESN	YES	TEXT	5	UPPER	ESN of the responding agency preceded by '0' if number of digits are fewer than 5.
TANDEM	Tandem	YES	TEXT	3	UPPER	911 Selected Router Code
TANDEM2	Tandem 2	CONDITIONAL	TEXT	3	UPPER	911 Selected Router Code
ESSID	ESSID	EMPTY	TEXT	2	UPPER	Unique tandem routing code <i>CAPCOG will populate</i>
ESNGUID	ESN GUID	EMPTY	TEXT	8	UPPER	Concatenation of ESN and ESSID separated by a single backslash "/" <i>CAPCOG will concatenate</i>
AVCARDURI	AV Card ID	CONDITIONAL	TEXT	254	UPPER	URI for the vCARD of contact information

7 Emergency Service Boundaries (ESB)

Type of Data: Polygon

Performance Standard Accuracy: 100%

Positional Accuracy: Emergency Service Boundaries must adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of 3,600 sq meters.

This dataset consists of Emergency Service Boundary layers that define the geographic area for the primary providers of response services in the CAPCOG region.

7.1 Graphic (Spatial) Edits

Each of these layers is used to determine which Emergency Service Providers are responsible for providing service to a location in the event a selective transfer is desired, to direct an Emergency Incident Data Document to a secondary PSAP for dispatch, or to display the responsible agencies at the PSAP. In addition, Emergency Service Boundaries are used by PSAPs to identify the appropriate entities/first responders to be dispatched. Each Emergency Service Boundary layer may contain one or more polygon boundaries that define the primary emergency services for that geographic area. **In addition, it is very**

important that all features with identical attribute information are merged into one multipart polygon

There **MUST** be a separate Emergency Service Boundaries Feature Class for each type of service. At a minimum, the following Emergency Service Boundaries Feature Classes **MUST** be included:

- Police;
- Fire; and
- Emergency Medical Services (EMS).

Other Emergency Service Boundaries layers that **MAY** be included, are:

- Poison Control;
- Forest Service;
- Animal Control; and
- Any other boundary of an emergency service provider that provides service within PUBLIC AGENCY's Provisioning Boundary.

7.2 Database Format

The following table details the data format requirements for the ESB database.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
DiscrpAglD	Discrepancy Agency ID	YES	TEXT	100	MIXED	Agency that last updated the record. Valid values are: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson
DateUpdate	Date Updated	YES	DATE	26	N/A	Date of last update using ISO 8601 format
Expire	Expiration Date	EMPTY	TEXT	26	N/A	Unique tandem routing code <i>CAPCOG will populate</i>
Effective	Effective Date	NO	TEXT	26	N/A	The date and time when the information in the record is no longer considered valid.
NGUID	NENA Globally Unique ID	YES	TEXT	254	N/A	Globally Unique ID for each road segment. Ex. urn:emergency:uid:gis:[xxx]:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org [xxx] must be replaced with Pol , Fire , or Ems for the corresponding Feature Layer.
State	State	YES	TEXT	2	UPPER	The value must be: TX
Agency_ID	Agency Identifier	YES	TEXT	100	MIXED	A Domain Name System (DNS) domain name which is used to uniquely identify an agency. Ex. austintexas.gov
ServiceURI	Service URI	YES	TEXT	254	N/A	URN/URL for routing. Example: sip:sos@ausxtxem1.travis.tx.us
ServiceURN	Service URN	YES	TEXT	50	N/A	The URN for the Emergency Service or other Well-Known Service*
ServiceNum	Service Number	YES	TEXT	15	N/A	The numbers that would be dialed on a 12-digit keypad to reach the emergency service appropriate for the location. Ex: <i>911</i>

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/VALID ENTRIES
AVcard_URI	AV Card URI	CONDITIONAL	TEXT	254	MIXED	URI for the vCARD of contact information
DsplayName	Dsplay Name	YES	TEXT	60	UPPER	Name of the service provider that offers services within the area of an Emergency Service Boundary

8 Municipal Boundaries

Type of Data: Polygon

Performance Standard Accuracy: 100%

Positional Accuracy: Municipal boundaries must adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of 3,600 sq meters.

This dataset represents municipal boundaries in the CAPCOG region.

8.1 Graphic (Spatial) Edits

When city limits change due to annexations, metes and bounds surveys or other related information must be acquired to update the city limit boundaries. Coordinate geometry (COGO) – is one of the preferred methods for calculating coordinate points from surveys and can be used to update the city limit boundaries.

8.2 Database Format

The following table details the data format requirements for the Municipal Boundary database.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/VALID ENTRIES
DiscrpAgID	Discrepancy Agency ID	YES	TEXT	100	MIXED	Agency that last updated the record. Valid values are: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson.
DateUpdate	Date Updated	YES	DATE	N/A	N/A	Date of last update using ISO 8601 format
Effective	Effective Date	NO	DATE	N/A	N/A	Date the new record information goes into effect in ISO 8601 format
NGUID	NENA Globally Unique ID	YES	TEXT	254	MIXED	Globally Unique ID for each road segment. Ex. urn:emergency:uid:gis:A3:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org
Country	Country	YES	TEXT	2	UPPER	The value must be: US
State	State	YES	TEXT	2	UPPER	The value must be: TX
County	County	YES	TEXT	40	MIXED	County name fully spelled out. Valid values are: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson
AddCode	Additional Code	NO	TEXT	6	N/A	A code that specifies a geographic area
Inc_Muni	Incorporated Municipality (A3)	YES	TEXT	100	MIXED	Name of municipality e.g., "Austin"

9 Version 1 to Version 2 Field Mapping Guide

To convert from Version 1 to Version 2, it is necessary to add some fields which did not exist in Version 1. Some of these new fields are effectively renamed versions of the Version 1 fields with no change to the field's attributes. Some of the new fields have a new name and revised attributes, but the data stored in the field is essentially the same as a field in Version 1. The tables below indicate each Version 2 field that is replacing a Version 1 field and indicates if the attributes for the new field remain the same as the attributes for the original field in Version 1.

9.1 RCL Fields

Version 1 Field Name	Version 2 Field Name	Attributes Change
SOURCE	DiscrpAglID	YES
LAST_MOD	DateUpdate	NO
EFF_DATE	Effective	NO
RCL_UNIQID	NGUID	YES
COUNTRY ¹	Country_L	NO
	Country_R	NO
L_STATE	State_L	NO
R_STATE	State_R	No
L_COUNTY	County_L	NO
R_COUNTY	County_R	NO
L_MUNI	IncMuni_L	NO
R_MUNI	IncMuni_R	NO
L_MUNI_DIV	UnincCom_L	NO
R_MUNI_DIV	UnincCom_R	NO
L_NBRHOOD	NbhrdCom_L	NO
R_NBRHOOD	NbhrdCom_R	NO
RF_ADDR	From_Addr_R	NO
RT_ADDR	To_Addr_T	NO
LF_ADDR	From_Addr_L	NO
LT_ADDR	To_Addr_L	NO
L_RNG_PRE	AdNumPre_L	No
L_RNG_PRE	AdNumPre_R	NO
L_PARITY	Parity_L	NO
R_PARITY	Parity_R	NO
L_POST_COM	PostComm_L	NO

Version 1 Field Name	Version 2 Field Name	Attributes Change
R_POST_COM	PostComm_R	NO
L_ZIP	PostCode_L	NO
R_ZIP	PostCode_R	NO
PRE_MOD	St_PreMod	NO
PRE_DIR	St_PreDir	NO
	LSt_PreDir	NO
PRE_TYPE	St_PreTyp	NO
ST_NAME	St_Name	YES
	LSt_Name	NO
ST_TYPE	St_PosTyp	YES
	LSt_Typ	NO
POST_DIR	St_PosDir	YES
	LSt_PosDir	NO
ONE_WAY	OneWay	NO
SP_LIMIT	SpeedLimit	NO
RDCLS_TYP	RoadClass	NO
POST_MOD	St_PosMod	YES
L_MSAG	MSAGComm_L	NO
R_MSAG	MSAGComm_R	NO
L_ESN	ESN_L	NO
R_ESN	ESN_R	NO

¹While the COUNTRY field is being mapped to Country_L and Country_R, the COUNTRY field will remain.

9.2 SSAP Fields

Version 1 Field Name	Version 2 Field Name	Attributes Change
SOURCE	DiscrpAglD	YES
LAST_MOD	DateUpdate	NO
EFF_DATE	Effective	NO
SITEUNIQID	NGUID	YES
COUNTRY	Country	NO
STATE	State	NO
COUNTY	County	NO
MUNICIPAL	IncMuni	NO
NBRHOOD	NbhrdCom	NO

Version 1 Field Name	Version 2 Field Name	Attributes Change
ADDNUM_PRE	AddNum_Pre	NO
ADDR_NUM	Add_Number	NO
ADDNUM_SUF	AddNum_Suf	NO
PRE_MOD	St_PreMod	NO
PRE_DIR	St_PreDir	YES
	LSt_PreDir	NO
PRE_TYPE	St_PreTyp	NO
ST_NAME	St_Name	YES
	LSt_Name	NO
ST_TYPE	St_PosType	YES
	LSt_Typ	NO
POST_DIR	St_PosDir	YES
	LSt_PosDir	NO
POST_MOD	St_PosMod	YES
MSAG_COM	MSAGComm	NO
POSTAL_COM	Post_Comm	NO
ZIP	Post_Code	YES
ZIP4	PostCodeEx	NO
BLDG	Building	NO
FLOOR	Floor	NO
UNIT	Unit	NO
ROOM	Room	NO
SEAT	Seat	NO
LANDMARK	LandmkName	NO
MILEPOST	Milepost	NO
SITE_TYPE	Place_Type	NO
POINT_X	Longitude	NO
POINT_Y	Lattitude	NO
ELEVATION	Elevation	NO

9.3 ESZ Fields

Version 1 Field Name	Version 2 Field Name	Attributes Change
LAW	POLICE	NO

9.4 ESB Fields

No fields to map.

9.5 Municipal Boundaries Fields

Version 1 Field Name	Version 2 Field Name	Attributes Change
SOURCE	DiscrpAglID	YES
LAST_MOD	DateUpdate	NO
EFF_DATE	Effective	NO
MUNIUNIQID	NGUID	YES
COUNTRY	Country	NO
STATE	State	NO
COUNTY	County	NO
MUNI_NM	Inc_Muni	NO

10 Fields No Longer Required

In addition to the fields listed in the Field Mapping Guide above, the following fields that were required in Version 1 are not required in Version 2. Fields that are not required may remain in the Feature Class dataset. They will be ignored during Data Hub, EGDMS, and CAPCOG uploads.

10.1 Road Centerlines (RCL)

- PROVIDER
- SEGMENTID
- ST_ALIAS

10.2 Site / Structure Address Points (SSAP)

- PROVIDER
- SITE_ID

10.3 Emergency Service Zones (ESZ)

No deleted fields

10.4 Emergency Service Boundaries (ESB)

No deleted fields

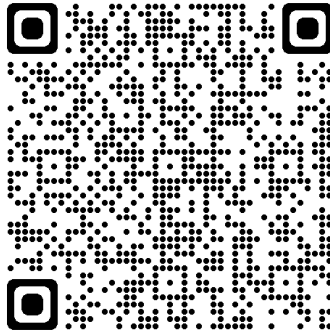
10.5 Municipal Boundaries

- PROVIDER
- POLY_ID

11 Reference Documents

11.1 NENA i3 Standard for Next Generation 9-1-1

https://cdn.ymaws.com/www.nena.org/resource/resmgr/standards/nena-sta-010.3d-2021_i3_stan.pdf



11.2 NENA Standard for NG9-1-1 GIS Data Model

https://cdn.ymaws.com/www.nena.org/resource/resmgr/standards/nena-sta-006.2a_ng9-1-1_gis.pdf



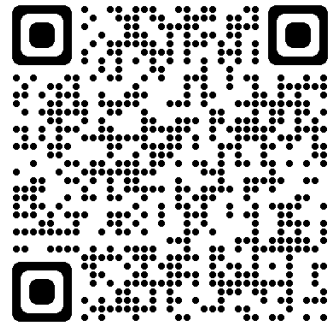
11.3 NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1

https://cdn.ymaws.com/www.nena.org/resource/resmgr/Standards/NENA-INF-014.1-2015_SSAP_INF.pdf



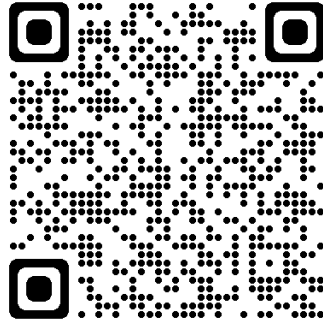
11.4 NENA Master Glossary of 9-1-1 Terminology

<https://kb.nena.org/wiki/Category:Glossary>



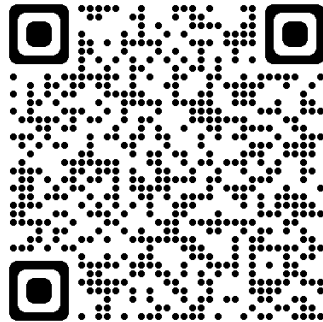
11.5 NENA Registry of Street Name Pre Types and Street Name Post Types

<http://technet.nena.org/nrs/registry/StreetNamePreTypesAndStreetNamePostTypes.xml>



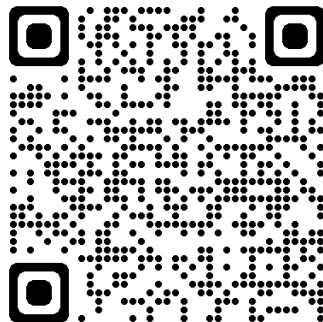
11.6 NENA Registry of Street Name Pre Type Separators

<http://technet.nena.org/nrs/registry/StreetNamePreTypeSeparators.xml>



11.7 NENA Address Point Placement Registry

<http://technet.nena.org/nrs/registry/SiteStructureAddressPointPlacementMethod.xml>



Commissioners Court - Regular Session**12.****Meeting Date:** 10/08/2024

Approval of Agreement for County Wide Paper Shredding with Data Armor for Information Systems Department

Submitted For: Joy Simonton**Submitted By:** Koren Shannon, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving Agreement #2024313 with Data Armor, LLC to provide on-site shredding services to support Williamson County Departments on an as needed basis for a not-to-exceed amount of \$25,000.00, and authorizing the execution of the agreement.

Background

This agreement is for Data Armor to provide on-site shredding services for Williamson County departments. This agreement will be for a term of one (1) year at a cost of not-to-exceed \$25,000.00. The attached document details the charges for the services to be provided. Competitive quotes were obtained for this service. Funding source is 01.0100.0503.004100 for FY25. Orig #821 The department point of contact is Tony Hill. This vendor is publicly traded, a 1295 will not be required.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Data Armor Service Agreement FY25

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Koren Shannon

Final Approval Date: 10/02/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/02/2024 03:22 PM

10/02/2024 03:40 PM

Started On: 09/30/2024 01:42 PM

WILLIAMSON COUNTY SERVICE CONTRACT

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Data Armor LLC (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in the attached Quote(s)/Proposal(s) being marked as **Exhibit "A,"** which is incorporated herein to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable

Should the County choose to add services in addition to those described in **Exhibit "A,"** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is

defined as the date by which all services 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 September 30, 2024, 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.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in Exhibit "A". The not-to-exceed amount shall be \$25,000.00.

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

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee

Bodily Injury by Disease

\$500,000 Policy Limit

- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

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

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

VIII.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or

regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

X.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XI.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XII.

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

XIII.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access

confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVI.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

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

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf \(wilco.org\)](#). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this

Contract include the following:

- A. As described in the attached Quote(s)/Proposal(s), and being marked **Exhibit "A,"** which is incorporated to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable;
- B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow; and
- C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

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

WILLIAMSON COUNTY:

Authorized Signature

County Judge/Presiding Officer

Date: _____, 20____

SERVICE PROVIDER:

Data Armor LLC

Name of Service Provider



Authorized Signature



Printed Name

Date: , 20____

Exhibit "A"
Quote/Proposal



September 13, 2024

Williamson County

301 S.E. Innerloop

Georgetown, TX 78626

To Whom It May Concern:

The pricing for the 2024-2025 year is as follows:

Recurring Monthly Service:

\$42.00 (was \$42.00) for the first 66 gallon cart placed per department and \$22.50 (was \$22.50) for each additional container placed in the same department within the same office with a **monthly** pickup. (No change)

\$37.00 (was \$37.00) for the first 36" console placed per department and \$22.50 (was \$22.50) for each additional container placed in the same department within the same office building with a **monthly** pickup. (No change)

Bi-Monthly & Quarterly Recurring Services:

\$55.00 for the first 66 gallon cart placed per department and \$30.00 for each additional container placed in the same department within the same office with a **Bi-monthly & Quarterly** pickups. (No change)

\$55.00 for the first 36" console placed per office and \$30.00 for each additional container placed in the same department within the same office with a **Bi-monthly & Quarterly** pickups. (No change)

Purges:

Purges will be charged at a rate of \$50.00 for the 6 standard file boxes and \$3.75 (was \$3.75) per standard file box thereafter. Any purges requiring stairs or an elevator over 40 standard files boxes would require additional fees if Wilco does not have someone to assist in bringing the boxes to the downstairs level. A minimum of \$75.00 will be charged on all purges. (No change)

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

814 Tradesmen's Park Loop, Suite A, Hutto TX 78634
512.464.1113 – Office, 512-656-4613 - Mobile

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

Kindest regards,



Brandy Wesson

President/Owner



Date

Commissioners Court - Regular Session**13.****Meeting Date:** 10/08/2024

Authorize Issuing RFSQ #24RFSQ76 Associate Medical Director for Williamson County EMS Services

Submitted For: Joy Simonton**Submitted By:** Vickie Johnson, 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 Associate Medical Director, under RFSQ #24RFSQ76.

Background

Williamson County is seeking Statement of Qualifications for Professional Services for Associate Medical Director for Williamson County Emergency Services. Estimated Budget is \$80,000.00 The funding source is 01.0100.0510.004100, the Origination ID No. is 833 and the point of contact is John Gonzales, MS, LP.

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: Vickie Johnson

Final Approval Date: 10/03/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/02/2024 04:47 PM

10/03/2024 08:25 AM

Started On: 09/27/2024 02:15 PM

Commissioners Court - Regular Session**14.****Meeting Date:** 10/08/2024

Approval of Professional Services Agreement (PSA) for Pre-Employment Psychological Screenings with Dr. Waters for Corrections Office

Submitted For: Joy Simonton**Submitted By:** Sandra Malcolm, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a Professional Services Agreement (PSA) for the purpose of providing pre-employment psychological screenings related to the potential hiring of new Williamson County Sheriff's Office employees, between Williamson County and Dr. Eugene Waters of AdventHealth; with a not-to-exceed amount of \$10,000 for FY25, and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Local Government Code § 262.024(a)(4) and authorizing the execution of the agreement.

Background

The approval of this agreement will benefit the Williamson County Sheriff's Office with pre-employment psychological screenings of potential employees as needed. Dr. Eugene Waters with AdventHealth will complete these screenings both in-person or via remote methods, including telephone or videoconferencing. The cost of the screenings will be \$250.00 per each evaluation, with a not-to-exceed amount of \$10,000.00 for FY25. The term of this agreement will continue until September 30, 2025, unless terminated sooner as authorized within this agreement. The Agreement may extend beyond the initial term for up to two (2) additional twelve (12) month periods upon renewal. Please see the attached agreement for more detailed information. Funding Source is 01.0100.0570.004705. Orig #775. The Department Point of Contact is Terri Countess.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Dr. Waters Agreement
1295 form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/03/2024 10:55 AM
County Judge Exec Asst.	Becky Pruitt	10/03/2024 11:41 AM
Form Started By: Sandra Malcolm		Started On: 09/23/2024 09:23 AM
Final Approval Date: 10/03/2024		

**PROFESSIONAL SERVICE AGREEMENT
FOR
PRE-EMPLOYMENT PSYCHOLOGICAL
SCREENINGS
FOR
THE WILLIAMSON COUNTY SHERIFF'S OFFICE**

This Professional Services Agreement for the Williamson County Sheriff's Office ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and Dr. Eugene Waters hereinafter referred to as PROVIDER, for the purpose of providing pre-employment psychological screenings related to the potential hiring of new Williamson County Sheriff's Office employees.

I.

SCOPE OF SERVICES

PROVIDER shall provide, upon request by the Williamson County Sheriff or his designee, pre-employment psychological screenings for potential employees as needed. PROVIDER will complete these screening both in-person and or telephonically. All services provided by PROVIDER and professionals shall be performed according to the regularly accepted standards for such services in the State of Texas and all applicable federal and state statutes and regulations.

II.

TERM

This initial term under this Agreement shall become effective as of the date of the last part's execution below and continue until September 30, 2025, unless terminates sooner

as authorized herein. The Agreement may be extended beyond the initial term for up to two (2) additional twelve (12) month periods upon a mutual renewal approved by COUNTY'S governing body. If the COUNTY exercises any extension option, all terms, conditions, and provisions of the Agreement shall remain in effect for that extension period, subject only to any economic price adjustment if necessary.

III.

COST AND PAYMENT

PROVIDER will be compensated based on rate of \$250 per evaluation, with a not to exceed cap of \$10,000 for FY25. Sessions may be completed via remote electronic methods including telephone or videoconferencing or in-person as needed. The fees under this Agreement shall be subject to the budgeted and available funding allotted and available for this category of services with the WCSO for each fiscal year.

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

IV.

AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of the COUNTY. This agreement does not

and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party. The parties agree and acknowledge that PROVIDER is acting as an independent contractor under this Agreement.

V.

ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

VI.

THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

VII.

FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. In the event of further lockdowns or shelter-in-place orders related to COVID19 or any other communicable diseases or pandemic, if PROVIDER is able to provide services under this agreement by way of telephone, teleconference, or remote electronic means, this paragraph will not apply to relieve PROVIDER of the obligation to provide services or to relieve COUNTY of the obligation to pay for services provided as set forth in this agreement. The burden of proof for the need of such relief shall rest upon the

party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

VIII.

TERMINATION

This agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. In the event of termination, COUNTY will only be liable for payment for services rendered by PROVIDER and goods actually received as of 5:00pm on the termination date.

IX.

NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

COUNTY: Williamson County Judge
Bill Gravell (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Williamson county Sheriff
Mike Gleason
508 Rock Street
Georgetown, Texas 78626

PROVIDER: Dr. Eugene Waters
1610 South 31st #102-298

Temple, TX 76504

X.

SEVERABILITY

If any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof, but rather this entire Agreement will be construed as if not containing the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

XI.

VENUE AND GOVERNING LAW

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

XII.

NO WAIVER OF IMMUNITIES

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

XIII.

COUNTY'S RIGHT TO AUDIT

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

XIV.

APPROPRIATION OF FUNDS

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

XV.

ENTIRE AGREEMENT

This Agreement represents the entire understanding of and between the parties and supersedes all prior representations and prior agreements between the parties. This Agreement may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

Executed by the parties on the date referenced below to be effective as of the date of the last party's execution.

WILLIAMSON COUNTY, TEXAS

Williamson county Judge

Date: _____

PROVIDER

Eugene Waters, MD

Dr. Eugene Waters

Date: 9.19.24

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.

Eugene C. Waters, Ph.D.
Temple, TX United States

Certificate Number:
2024-1216569

Date Filed:
09/19/2024

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

Williamson County Sheriff's Department

Date Acknowledged:
09/23/2024

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.

2024304
Psychological evaluations

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.

Eugene C. Waters, Ph.D.
Temple, TX United States

Certificate Number:
2024-1216569

Date Filed:
09/19/2024

Date Acknowledged:

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

Williamson County Sheriff's Department

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.

2024304
Psychological evaluations

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	EUGENE C. WATERS, PH.D.	TEMPLE, TX USA	✓	

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is EUGENE C. WATERS, PH.D. and my date of birth is [REDACTED]

My address is [REDACTED] [REDACTED] [REDACTED] [REDACTED] USA
(street) (city) (state) (zip code) (country)

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

Executed in Eugene C. Waters BELL County, State of TX on the 22 day of SEP, 2024
(month) (year)

Eugene C. Waters, PhD
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**15.****Meeting Date:** 10/08/2024

CSCD Collection of Fines and Fees MOU for FY25- with no increase

Submitted For: Melissa Ramos**Submitted By:** Melissa Ramos, Adult Probation**Department:** Adult Probation**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the FY25 CSCD (Adult Probation) Collection of Fines and Fees Memorandum of Understanding.

Background

The Collection of Fines and Fees Memorandum of Understanding is an agreement Williamson County CSCD (Adult Probation) Department has with Williamson County to assist in supporting the CSCD in the continuation of our efforts to collect fines and fees from justice involving adults on behalf of Williamson County. The CSCD has been proud to provide these services for many years in an effort to support local function and assisting to provide restitution to victims of crimes in Williamson County.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Collection MOU

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melissa Ramos

Final Approval Date: 10/03/2024

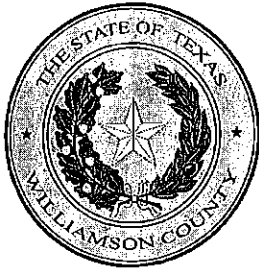
Reviewed By

Becky Pruitt

Date

10/03/2024 10:48 AM

Started On: 10/02/2024 10:40 AM



**WILLIAMSON COUNTY
COMMUNITY SUPERVISION and
CORRECTIONS DEPARTMENT
(ADULT PROBATION)**

301 S.E. Inner Loop Road
P.O. Box 251
Georgetown, TX 78627-0251
Phone: (512) 943-3500
Fax: (512) 943-3510
www.adultprobation.net

**JAMESON
PENNINGTON
CSCD DIRECTOR**

Re: FY 2025 CSCD Memorandum of Understanding -Collection of Fines and Fees

Date: 10/08/24

This MOU between Williamson County and Williamson County Community Supervision and Corrections Department (CSCD) is to assist in supporting the CSCD in the continuation of our efforts to collect fines and fees from the justice involved adults on behalf of Williamson County. The CSCD has be proud to provide these services for many years in an effort to support local function and assisting to provide restitution to victims of crimes in Williamson County.

In FY2024, the CSCD collected and returned over \$837,000.00 of Court ordered fees and fines to Williamson County. The funds requested in this MOU will continue to allow the CSCD to provide these necessary services.



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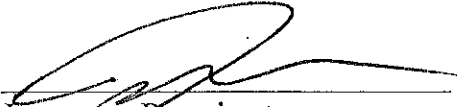
**JAMESON
PENNINGTON
CSCD DIRECTOR**

Memorandum of Understanding

The Williamson County Commissioners Court agrees to fund the Williamson County CSCD for fiscal year 2025, not to exceed \$80,000 in order to maintain the Collection of Fines and Fees done on behalf of the county. This service has been upheld by the CSCD for an established number of years and has been helped the County restore to victims of criminal offenses, court ordered restitution.

Williamson County shall pay an equally divided amount on a quarterly basis to the Williamson County CSCD, to be deposited in fund #572, in the months of October 2024, December 2024, March 2025 and June 2025.

Bill Gravel Jr.
County Judge
Williamson County, Texas



Jameson Pennington
Director
Williamson County CSCD

Date Signed: _____

Date Signed: 9/28/2024

Commissioners Court - Regular Session**16.****Meeting Date:** 10/08/2024

CSCD Community Service Restitution Director MOU for FY25- with no increase

Submitted For: Melissa Ramos**Submitted By:** Melissa Ramos, Adult Probation**Department:** Adult Probation**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the FY25 CSCD (Adult Probation) CSR Memorandum of Understanding.

Background

The Community Service Restitution (CSR) Memorandum of Understanding is an agreement with the Williamson County CSCD (Adult Probation) Department to help fund the CSR Director position. The CSR Director oversees projects throughout the county by utilizing court-ordered community service participants.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CSR MOU

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melissa Ramos

Final Approval Date: 10/03/2024

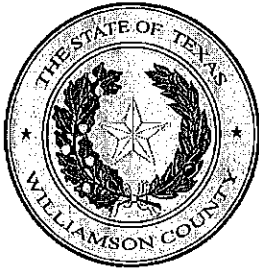
Reviewed By

Becky Pruitt

Date

10/03/2024 10:48 AM

Started On: 10/02/2024 11:45 AM



**WILLIAMSON COUNTY
COMMUNITY SUPERVISION and
CORRECTIONS DEPARTMENT
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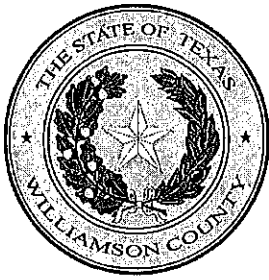
**JAMESON
PENNINGTON
CSCD DIRECTOR**

Re: FY 2025 CSCD Memorandum of Understanding -CSR Director

Date: 10/08/24

This long-standing MOU between Williamson County and Williamson County Community Supervision and Corrections Department (CSCD) is to continue providing one-half of the salary of the Williamson County Community Services Director position, whereas the CSCD continues to pay the other half of the salary and fringe benefits for this position.

The CSR Director oversees a variety of projects in Williamson County being completed by participants who are completing community service restitution hours for the Courts. The Williamson County CSR program operates seven days per week to include assisting the Road and Bridge Department on weekends with county road trash cleanup. During the week, the CSR Program Director assigns participants to various community agencies and provides the Williamson County Facilities Department with participants to complete several county office remodel and painting projects. Annually, the participants of the CSR program provide a significant cost savings to the County while providing opportunities for participants to fulfill their court ordered Community Services Restitution hours.



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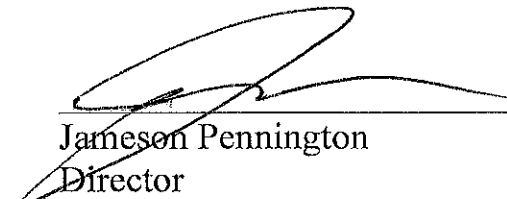
**JAMESON
PENNINGTON
CSCD DIRECTOR**

Memorandum of Understanding

The Williamson County Commissioners Court agrees to fund the CSR Director position for the Williamson County CSCD for fiscal year 2025, not to exceed \$30,000 in order to maintain the Community Service Restitution Program which supervises defendants who have been ordered to perform volunteer work in order to pay back the community for their offense.

Williamson County shall pay an equally divided amount on a quarterly basis to the Williamson County CSCD, to be deposited in fund #572, in the months of October 2024, December 2024, March 2025 and June 2025.

Bill Gravel Jr.
County Judge
Williamson County, Texas


Jameson Pennington
Director
Williamson County CSCD

Date Signed: _____

Date Signed: 9/28/2024

Commissioners Court - Regular Session**17.****Meeting Date:** 10/08/2024

CSCD DWI-Drug Court Counselor MOU for FY25- with no increase

Submitted For: Melissa Ramos**Submitted By:** Melissa Ramos, Adult Probation**Department:** Adult Probation**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the FY25 CSCD (Adult Probation) DWI-Drug Court Counselor Memorandum of Understanding.

Background

The DWI-Drug Court Counselor Memorandum of Understanding is an agreement the Williamson County CSCD (Adult Probation) Department has with Williamson County, to help fund a portion of the court counselor position in which individual counseling sessions is provided to each Drug Court participant throughout their 12-month program.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

DDCP MOU

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melissa Ramos

Final Approval Date: 10/03/2024

Reviewed By

Becky Pruitt

Date

10/03/2024 10:49 AM

Started On: 10/02/2024 11:49 AM



**WILLIAMSON COUNTY
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**JAMESON
PENNINGTON
CSCD DIRECTOR**

Re: FY 2025 CSCD Memorandum of Understanding - DWI/Drug Court Counselor

Date: 10/08/24

This MOU between Williamson County and Williamson County Community Supervision and Corrections Department (CSCD) is to continue providing a portion (1/3) of the salary of the Williamson County DWI/Drug Court Counselor. The CSCD pays the remaining 2/3 of the salary in addition to fringe benefits. This MOU was established in 2017 after grant funds could not be secured for the program's continuation.

The DWI/Drug Court Counselor provides a vital service and heavily contributes to the successes of the DWI/Drug Court program. The counselor provides individual counseling sessions and a 60- hour intensive outpatient chemical dependency program for all participants in the Specialty Court. In addition to these services, the counselor provides additional programming (TruThoughts) for deferred adjudication participants.



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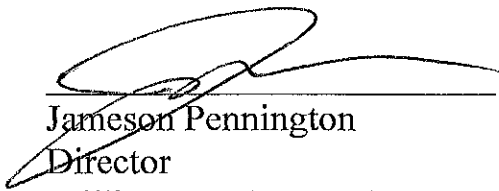
**JAMESON
PENNINGTON
CSCD DIRECTOR**

Memorandum of Understanding

The Williamson County Commissioners Court agrees to fund the DWI/Drug Specialty Court Individual Counselling Services for the Williamson County CSCD for the fiscal year 2025, not to exceed \$23,200, this will continue the intensive and focused treatment provided by CSCD to the program participants.

Williamson County shall pay \$5,800 on a quarterly basis to the Williamson County CSCD, to be deposited in fund #572, in the months of October 2024, December 2024, March 2025 and June 2025.

Bill Gravel Jr.
County Judge
Williamson County, Texas


Jameson Pennington
Director
Williamson County CSCD

Date Signed: _____

Date Signed: 9/28/2024

Commissioners Court - Regular Session**18.****Meeting Date:** 10/08/2024

Approval of Ratification of PO #187220 for Rock Collision Center LLC for Fleet Services

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

Information**Agenda Item**

Discuss, consider and take appropriate action on ratification of blanket PO 187220 for the additional repair of September FY2023 Hail damaged vehicles in the amount of \$92,383.88, exempting this purchase from competitive bidding/proposal requirements, pursuant to Tex/Loc. Gov't Code Section 262.024(11) ("Vehicle and Equipment Repairs").

Background

A service agreement was approved by Commissioners Court on May 07, 2024, authorizing Rock Collision Center LLC to service and repair future vehicles damaged by hail. This Purchase Order is for additional vehicles identified as damaged. The County Judge, County Auditor and Purchasing Agent approved this purchase. Funding source for this PO: 01.0882.0882.003524, Department point of contact is Kevin Teller.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Purchase Order

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 10/03/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/03/2024 10:57 AM

10/03/2024 11:42 AM

Started On: 09/30/2024 04:49 PM

PURCHASE ORDER

Williamson County
Purchasing Department
100 Wilco Way, Ste P101
Georgetown, TX 78626
512-943-1100

P.O.Number: **187220**

Date:09/23/2024

Version:

Important: Purchase Order number must appear on invoices and packages. Acknowledge if unable to ship on time. Purchases are valid only when covered by this Purchase Order and signed by an authorized person.

Vendor:
ROCK COLLISION CENTER LLC
608 LEANDER RD
GEORGETOWN TX

Ship to:
Fleet Maintenance
3151 SE Inner Loop-Suite B
Georgetown, TX 78626

Requested By: Vaughan, Michael D

Bill to:
Fleet Maintenance
3151 SE Inner Loop-Suite B
Georgetown, TX 78626

Delivery Date:

Description	Price	Per	Amount
1: HAIL REPAIR BLANKET **PLEASE SEND A COPY OF ALL INVOICES TO FLEETACCOUNTING@WILCO.ORG ***	1.00	92383.88 \$	92,383.88

Supplier Item: 3524

Notes to Supplier:

Continued..**STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4**

This Purchase Order represents requisitioned goods or services for which funding has been verified through a financial encumbrance. The Purchase order has been prepared/ processed as authorized by: Joy Simonton, Williamson County Purchasing Agent.

ACCEPTANCE OF WILLIAMSON COUNTY TERMS AND CONDITIONS: Vendor's written acceptance, commencement of work, or shipment or partial delivery of any items, goods, or services called for herein shall constitute acceptance by Vendor of this Purchase Order and the Terms and Conditions attached hereto. Vendor further agrees that, in the event there is a conflict between the Terms and Conditions attached hereto and any other contractual terms and conditions set out or incorporated by reference in Vendor's quotes, invoices or any other forms of Vendor, the Terms and Conditions attached hereto shall control.

Furthermore, Williamson County Purchase Orders 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 quasi-contractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities

Authorized By:

A handwritten signature in black ink, appearing to read 'Kora Shamun'.

PURCHASE ORDER

Williamson County
Purchasing Department
100 Wilco Way, Ste P101
Georgetown, TX 78626
512-943-1100

P.O.Number: **187220**

Date:09/23/2024

Version:

Important: Purchase Order number must appear on invoices and packages. Acknowledge if unable to ship on time. Purchases are valid only when covered by this Purchase Order and signed by an authorized person.

Vendor:
ROCK COLLISION CENTER LLC
608 LEANDER RD
GEORGETOWN TX

Requested By: Vaughan, Michael D

Delivery Date:

Ship to:
Fleet Maintenance
3151 SE Inner Loop-Suite B
Georgetown, TX 78626

Bill to:
Fleet Maintenance
3151 SE Inner Loop-Suite B
Georgetown, TX 78626

Total 92,383.88**STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4**

This Purchase Order represents requisitioned goods or services for which funding has been verified through a financial encumbrance. The Purchase order has been prepared/ processed as authorized by: Joy Simonton, Williamson County Purchasing Agent.

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Furthermore, Williamson County Purchase Orders 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 quasi-contractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities

Authorized By:

A handwritten signature in black ink, appearing to read 'Karon Shamun'.

WILLIAMSON COUNTY PURCHASE ORDER TERMS AND CONDITIONS
(Revised January 2023)

ASSIGNMENT: Vendor shall not sell, assign, transfer or convey this order, in whole or in part. No change of the vendor will be recognized until such change is approved by Commissioners Court.

BOYCOTTING ISRAEL: By accepting this purchase order, the vendor (Professional or other applicable term defining the contracting party) verifies that it does not boycott Israel and agrees that during the term of this Agreement will not boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

CHANGES: No changes may be made to this order without written authorization of the Purchasing Department.

COUNTY TAXES: If the Vendor subsequently becomes delinquent in the payment of County taxes that may be grounds for cancellation of the contract. Despite anything to the contrary, if the Vendor is delinquent in payment of County property taxes at the time of invoicing, Vendor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.

DEFAULT OF VENDOR: In case of default of the vendor, the County may procure the articles or services from other sources and charge the vendor as liquidated damages any excess cost or damaged occasioned thereby.

DESCRIPTION OF SUPPLIES: Any catalog or manufacturer's reference used in describing any item is merely descriptive and not restrictive, unless otherwise noted, and is used to indicate type and quality of material. The term "Or Equal," if used, identifies commercially produced items which have the essential performance and salient characteristics of the brand name stated in the item description. Vendor certifies that any substitute brand supplied hereunder matches the performance and salient characteristics of the item called for and agrees to replace it in the event it does not conform. All supplies or equipment shall be the latest improved new model meeting specifications in current production at the time of delivery and shall be delivered completely assembled, adjusted, serviced, and ready for use. Vendor warrants that all applicable Patents and Copyrights which may exist on items sold hereunder have been adhered to and that County shall not be liable for any infringement of those rights.

FOB POINT INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them and reject those items which are damaged, or which do not conform to specifications, and Vendor assumes the costs associated with such nonconformance. An itemized packing list bearing Purchase, Delivery, and/or Order Number shall be attached to the outside of every shipping container delivered against this instrument. Delivery of all goods or services shall be Free on Board to final destination as outlined herein unless otherwise required.

INDEMNIFICATION: Vendor shall defend, indemnify and save harmless Williamson County and all its officers, agents and employees from all suits, claims, actions, damages, demands or other demands of any character, name and description brought for or on account of

any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, this order. Vendor shall pay any judgment with cost, which may be obtained against Williamson County growing out of such injury or damages.

INSURANCE: If the Vendor is required to go on County property to perform work or services, the Vendor shall assume full responsibility and expense to obtain all necessary insurance as required by the County.

LAW: It is agreed that good(s) delivered shall comply with all Federal, State, or local laws relative thereto, and that the vendor shall defend actions or claims brought and save harmless the County from loss, cost or damage by reason of actual or alleged infringement of letters patent and/or copyrights.

Williamson County Purchase Orders 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 quasi-contractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, 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.

MEDIATION: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

NO WAIVER OF SOVEREIGN IMMUNITY AND POWERS: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

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

In the event that an error appears in an invoice submitted by Vendor, Williamson County shall notify Vendor of the error not later than the twenty first (21st) day after the date Williamson County receives the invoice. If the error is resolved in favor of Vendor, Vendor shall be entitled to receive interest on the unpaid balance of the invoice submitted by Vendor beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of Williamson County, Vendor shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) Williamson County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the Contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the ordering department (Bill-To).

RIGHT TO AUDIT: Vendor agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Vendor agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Vendor reasonable advance notice of intended audits.

SEVERABILITY: In case any one or more of the provisions contained in this Order 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 hereof, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

TAX EXEMPTION: The County is exempt from any sales, excise or Federal transportation taxes. The Purchase Order issued is sufficient proof of Williamson County's exempt status as provided by Sales Tax Rule 3.322.

TERMINATION FOR CONVENIENCE: The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercise its right to terminate without cause, it is understood and agreed that only the amounts due to the Vendor for goods, commodities and/or services provided, and expense incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

UNIFORM COMMERCIAL CODE: Vendor and Williamson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VARIATION IN QUANTITY: No variation in the quantity of any item called for by this Purchase Order shall be allowed, unless such variation is caused by conditions of loading, shipping, packing or allowances in manufacturing processes, and then only to the extent, if

any, set forth herein.

VENUE AND GOVERNING LAW: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

WARRANTY: Implied warranties notwithstanding, Vendor warrants to County that all items delivered, and all services rendered will conform to the specifications, drawings, or other descriptions, furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Vendor further agrees to provide copies of applicable warranties to the County.

FOREIGN TERRORIST ORGANIZATIONS: Vendor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

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

DAMAGE TO COUNTY PROPERTY: Vendor shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Vendor and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to the Purchase Order. Vendor shall notify County in writing of any such damage within one (1) calendar day.

MEDIA RELEASES: Vendor shall not use County's name, log, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

Commissioners Court - Regular Session**19.****Meeting Date:** 10/08/2024

Tax Collection Agreement

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 to approve the Tax Collection Agreement Northwest Williamson Municipal Utility District No 1 and the County of Williamson, Texas.

Background

Under provisions of Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The original documents of the Tax Collection Agreement with the Parkside on the River Municipal Utility District No. 2 requires the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office indicating the location for his signature. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Tax Collection Agreement

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Mary Greenway

Final Approval Date: 10/02/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

10/02/2024 11:14 AM

10/02/2024 12:49 PM

Started On: 10/02/2024 10:27 AM

THE STATE OF TEXAS § TAX COLLECTION AGREEMENT
§
COUNTY OF WILLIAMSON §

WHEREAS the Northwest Williamson Municipal Utility District 1 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the Northwest Williamson Municipal Utility District 1, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor/Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor/Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction.

B. The Jurisdiction shall be responsible for complying with all the statutory requirements for the annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

C. Any information required to be posted on a website of the Jurisdiction per Chapter 26 of the Property Tax Code shall be the responsibility of the Jurisdiction. The Jurisdiction shall provide the County information as necessary to timely comply with the requirements specified by Chapters 26.16 and 26.17 of the Texas Property Tax Code.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the County

sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor/Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year.** In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate via a duly executed order or ordinance, failing to comply with statutory requirements regarding truth-in-taxation, or a successful rollback election and causing the County to not meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty, and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor/Collector annually. The Tax Assessor/Collector shall notify the Jurisdiction of the charge per parcel on or about May 1. If no notice of charges per parcel is given by the Tax Assessor/Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor/Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor/Collector to assure proper performance of the tax-collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supersedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

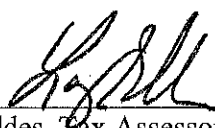
11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by the authority of the governing bodies of the respective parties hereto.

Executed _____, 20____.

COUNTY OF WILLIAMSON

Bill Gravell, County Judge
County of Williamson



Larry Gaddes, Tax Assessor/Collector,
County of Williamson

DocuSigned by:



54E86155033B428...

_____, President

Northwest Williamson Municipal Utility District 1

**AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON
FOR COLLECTION OF TAXES**

WHEREAS, the Northwest Williamson Municipal Utility District 1 desires to levy an ad valorem tax in each fiscal year; and

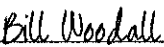
WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the Northwest Williamson Municipal Utility District 1 finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE Northwest Williamson Municipal Utility District 1 THAT:

The President of Northwest Williamson Municipal Utility District 1 is hereby authorized and directed to enter into a contract on behalf of the District with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors on the ____ day of _____, 20 ____.

DocuSigned by:

54E86155033B428...

_____, President
Northwest Williamson Municipal Utility District 1

AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES

WHEREAS, the County of Williamson performs tax collection for the several taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with Northwest Williamson Municipal Utility District 1 for the collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLIAMSON THAT:

The County Judge and Tax Assessor/Collector are hereby authorized and directed to enter into a contract with Northwest Williamson Municipal Utility District 1 in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the ____ day of _____, 20____.

Bill Gravell, County Judge
County of Williamson

Commissioners Court - Regular Session**20.****Meeting Date:** 10/08/2024

Property Tax Refunds – Over 2500 – Thru 10/03/2024

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving property tax refunds over \$2,500.00 through 10/03/2024 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

090424-100324 Refunds Over 2500

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 10/03/2024

Reviewed By

Becky Pruitt

Date

10/03/2024 10:51 AM

Started On: 10/03/2024 10:34 AM

MISSION STATEMENT

Our dedicated team is committed to providing innovative and exceptional customer service in the assessment, collection, and distribution of taxes and fees.



Larry Gaddes PCAC, CTA
Tax Assessor/Collector

Date: October 3, 2024
To: Members of the Commissioners Court
From: Larry Gaddes PCAC, CTA
Subject: Property Tax Refunds

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

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

Thank you.

Main Office:

904 South Main Street
Georgetown, TX 78626
Telephone : 512.943.1601
www.wilcotx.gov/taxoffice

1801 E Old Settlers Blvd, Ste 115
Round Rock, TX 78664

Annex Locations:

350 Discovery Blvd, Ste 101
Cedar Park, TX 78613

412 Vance St, Ste 1
Taylor, TX 76574

Property Tax
Account QuickReport
As of October 3, 2024

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	10/03/2024	108603	DONNA M YARGEAU	R530610 - Overpayment	-2,839.16
Total Refunds Payable - Taxpayers					-2,839.16
TOTAL					<u>-2,839.16</u>

Commissioners Court - Regular Session**21.****Meeting Date:** 10/08/2024

Preliminary plat for the Eureka Mills subdivision – Pct 4

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 preliminary plat for the Eureka Mills subdivision – Precinct 4.

Background

This proposed subdivision consists of 822 single family lots, 20 open space/detention lots, 1 amenity center lot and 37,432 linear feet of new roads.

Timeline

2023-07-05 – initial submittal of the preliminary plat

2023-08-03 – 1st review complete with comments

2024-02-02 – 2nd submittal of preliminary plat

2024-02-17 – 2nd review complete with comments

2024-05-08 – 3rd submittal of preliminary plat

2024-05-23 – 3rd review complete with comments

2024-06-26 – 4th submittal of preliminary plat

2024-07-11 – 4th review complete with comments

2024-08-12 – 5th submittal of preliminary plat

2024-08-27 – 5th review complete with comments

2024-09-16 – 6th submittal of preliminary plat

2024-09-26 – 6th review complete with minor comments

2024-09-26 – 7th submittal of preliminary plat

2024-10-02 – 7th review complete with comments clear

2024-10-03 – preliminary plat placed on the October 8, 2024 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

preliminary plat - Eureka Mills

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 10/03/2024

Reviewed By

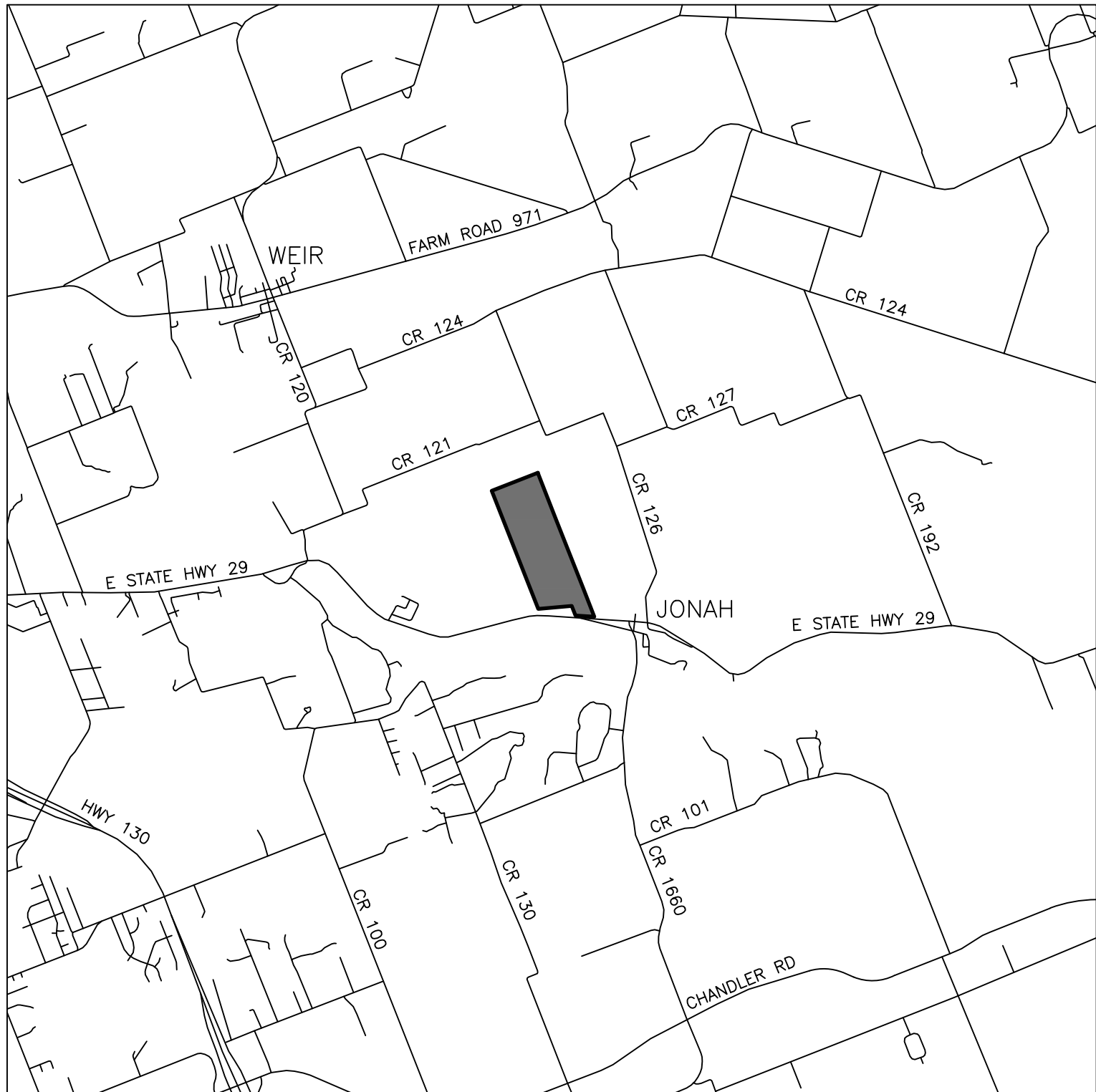
Becky Pruitt

Date

10/03/2024 12:34 PM

Started On: 10/03/2024 11:50 AM

PRELIMINARY PLAT FOR
EUREKA MILLS
WILLIAMSON COUNTY, TEXAS



VICINITY MAP
(NOT TO SCALE)

SHEET LIST TABLE	
PAGE	TITLE
1	PRELIMINARY PLAT - NOTES
2	PRELIMINARY PLAT - OVERALL AND PHASING
3	PRELIMINARY PLAT - TABLES
4	PRELIMINARY PLAT - TABLES
5	PRELIMINARY PLAT
6	PRELIMINARY PLAT
7	PRELIMINARY PLAT
8	PRELIMINARY PLAT



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

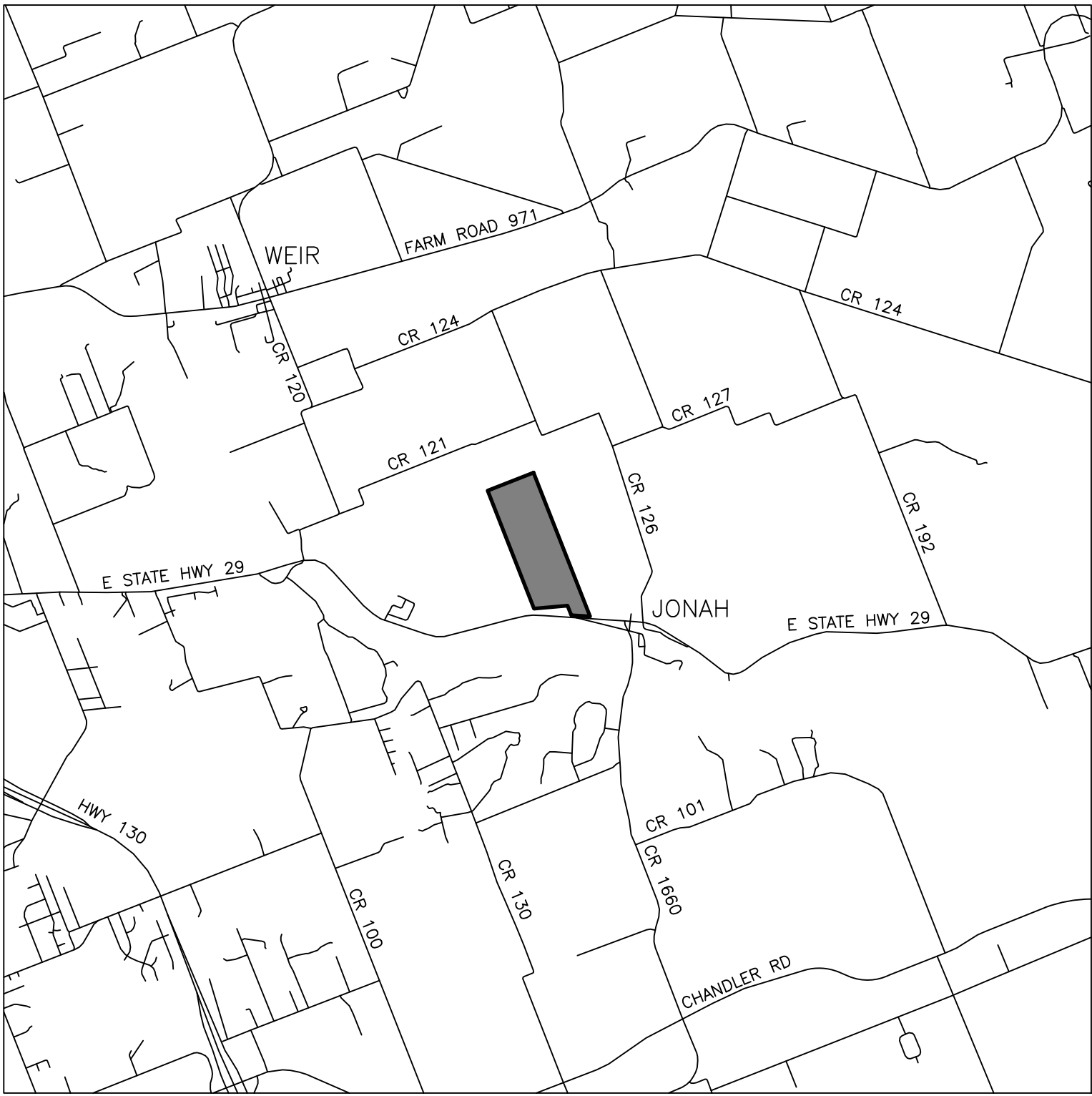
EUREKA MILLS

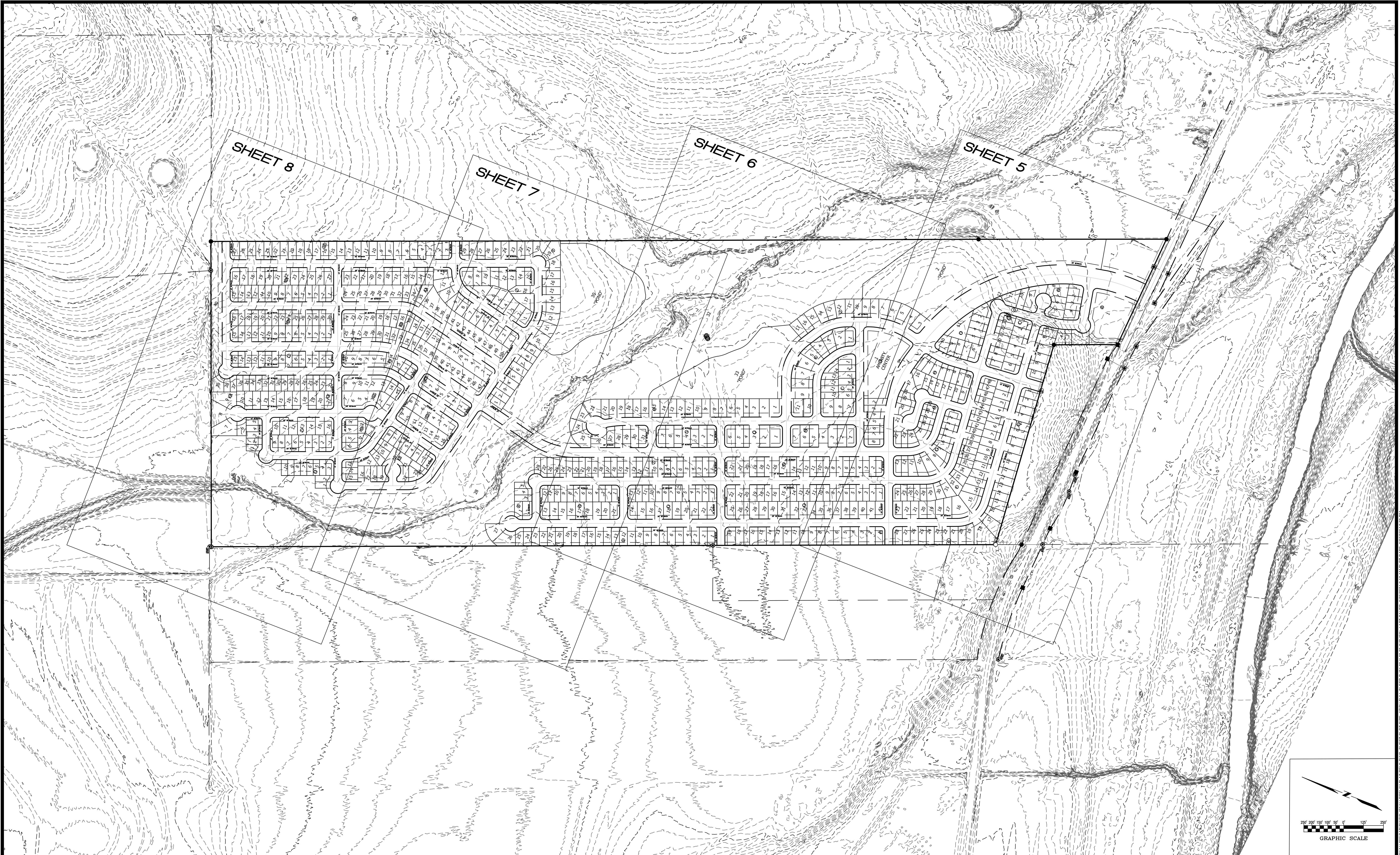
JANUARY 2024

DRAWING PATH: K:\21056-THE JONAH\256CADWGS\JONAH\PRELIM PLAT\PELS.DWG SHEET PLOT SIZE: ARCH FULL BLEED 0 (0.00 X 36.00 INCHES) LAST SAVED: 1/26/2024 5:10 AM PLOT DATE: 01/26/2024 2:31 PM

PRELIMINARY PLAT OF
EUREKA MILLS
BEING PART OF THE SAMUEL SMITH SURVEY,
ABSTRACT NO. 11
WILLIAMSON COUNTY, TEXAS

- NOTES:
1. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.
 2. DRIVEWAYS SHALL ONLY CONNECT TO INTERNAL PLATTED ROADWAYS AND NOT TO STATE HIGHWAY 29, EUREKA MILLS BOULEVARD, OR GATTIS STREET BEFORE THE FIRST INTERSECTION WITH TEXAS PALMETTO LANE.
 3. IF DRIVEWAY ACCESS TO LOT 11 BLOCK D IS TO BE PROPOSED AT ANY TIME, THEY WILL NEED TO MEET THE DRIVEWAY REQUIREMENTS PER WILLIAMSON COUNTY DRIVEWAY POLICY IN EFFECT THAT TIME.
 4. THE BEARINGS RECITED HEREON ARE GRID BEARINGS DERIVED FROM GPS OBSERVATIONS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD1983 (2011) DATUM, TEXAS CENTRAL ZONE NO. 4203. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES. THE AVERAGE COMBINED CORRECTION FACTOR (CCF) IS 0.9998763. GRID DISTANCE = GROUND DISTANCE X CCF. PERMANENT IRON RODS SET FOR CORNER ARE 1/2-INCH IRON RODS WITH CAP MARKED "XXXXXX", UNLESS OTHERWISE NOTED HEREIN. ALL COORDINATES CAN BE REFERENCED TO A BENCHMARK DESCRIBED AS A 43" IRON ROD IN THE NORTH MARGIN OF E. STATE HIGHWAY 29, APPROXIMATELY 0.4 OF A MILE EAST OF THE INTERSECTION OF E. STATE HIGHWAY 29 AND "WATEY VALLEY DRIVE". OBSERVED GPS COORDINATES FOR SAID 43" IRON ROD ARE N = 10,206,716.39, E = 3,166,725.81, Z = 609.62 FEET (NAVD88-GEOD18).
 5. NO BUILDINGS, FENCES, LANDSCAPING, OR OTHER STRUCTURES AND / OR OBSTRUCTIONS WHICH IMPEDE FLOW ARE PERMITTED WITHIN THE DRAINAGE EASEMENTS SHOWN.
 6. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
 7. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
 8. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY REGULATORY AUTHORITIES.
 9. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.
 10. THIS SUBDIVISION IS NOT LOCATED WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
 11. BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR APPLICABLE ORDINANCES.
 12. NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
 13. NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
 14. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL, AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
 15. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE JONAH SPECIAL UTILITY DISTRICT. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ, JONAH SPECIAL UTILITY DISTRICT, AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.
 16. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
 17. ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE AS WELL AS MAINTAINED BY SAN GABRIEL MUNICIPAL UTILITY DISTRICT #1.
 18. LOT 1 BLOCK A, LOT 12 BLOCK B, LOT 11 BLOCK D, LOT 1 BLOCK I, LOT 21 BLOCK H, LOT 13 BLOCK J, LOT 14 BLOCK L & LOT 40 BLOCK KK SHALL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
 19. LOT 2 BLOCK A, LOT 2 BLOCK I, LOT 4 BLOCK R, LOT 32 BLOCK R, LOT 33 BLOCK R, LOT 4 BLOCK Q, LOT 20 BLOCK N, LOT 20 BLOCK O, LOT 25 BLOCK O, LOT 17 BLOCK P, LOT 28 BLOCK V, LOT 10 BLOCK Y & LOT 30 BLOCK Y SHALL BE OWNED AND MAINTAINED BY SAN GABRIEL MUNICIPAL UTILITY DISTRICT #1.
 20. NO LOT WITHIN THIS SUBDIVISION MAY BE FURTHER SUBDIVIDED.
 21. WATER SERVICE IS PROVIDED BY JONAH SPECIAL UTILITY DISTRICT. WASTEWATER SERVICE IS PROVIDED BY THE RANCHO SAN GABRIEL WASTEWATER TREATMENT FACILITY. (TPDES PERMIT NO. WQ0015000002)
 22. A 25-FT BUILDING SETBACK SHALL BE PROVIDED ON BOTH SIDES OF EUREKA MILLS BOULEVARD'S RIGHT-OF-WAY BEFORE IT TRANSITIONS TO A LOWER CLASSIFICATION AFTER THE INTERSECTION WITH LIRIOPE LANE.
 23. MAXIMUM OF 50% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED, AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.
 24. PORTIONS OF THIS TRACT ARE WITHIN A SPECIAL FLOOD HAZARD AREA PER FEMA'S FLOOD INSURANCE RATE MAP (FIRM) PANEL FOR WILLIAMSON COUNTY, TEXAS DATED DECEMBER 20, 2019, PANEL NUMBER 48491C0320F. THE SURVEYOR DOES NOT CERTIFY AS TO THE ACCURACY OR INACCURACY OF SAID INFORMATION AND DOES NOT WARRANT, OR IMPLY, THAT STRUCTURES PLACED WITHIN THE SPECIAL FLOOD HAZARD AREAS SHOWN HEREON, OR ANY OF THE PLATTED AREAS, WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. A LETTER OF MAP REVISION HAS BEEN SUBMITTED TO WILLIAMSON COUNTY AND FEMA TO UPDATE THE ATLAS 14, 100-YEAR FLOODPLAIN AS SHOWN ON THE PRELIMINARY PLAT.
 25. LOTS 113-17, R9-21, R32, R33, V28, Y1-8, Y10, Y30, EE1, EE22-24, I12 & KK1 ARE ENCLOSED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. [48491C0320F], EFFECTIVE DATE, DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
 26. THE PURPOSE OF THIS PRELIMINARY PLAT IS TO SHOW THE PROPOSED IMPROVEMENTS TO THE OWNER'S PROPERTY, INCLUDING THE EXISTING TOPOGRAPHY, TO EVALUATE THE EXISTING AND PROPOSED DRAINAGE PATTERNS. THERE ARE NO IMPROVEMENTS OR SUBDIVISION OF LOTS 1A, 1I, 32R & 28V PROPOSED WITH THIS PRELIMINARY PLAT. A REVISED PRELIMINARY PLAT SHALL BE SUBMITTED AND APPROVED PRIOR TO ANY DIVISION OF LOTS 1A, 1I, 32R & 28V INTO TWO OR MORE PARTS TO LAY OUT (1) A SUBDIVISION OF THE TRACT, INCLUDING AN ADDITION; (2) LOTS; OR (3) STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS OF THE TRACT INTENDED TO BE DEDICATED TO PUBLIC USE OR FOR THE USE OF PURCHASERS OR OWNERS OF LOTS FRONTING ON OR ADJACENT TO THE STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS. A LOT IS ANY PARCEL OR TRACT OF LAND EXCLUSIVE OF ANY ADJOINING ROAD OR ROAD RIGHT-OF-WAY THAT IS SEPARATED FROM OTHER PARCELS BY A LEGAL DESCRIPTION, A SUBDIVISION OF RECORD, OR SURVEY MAP. THE TERMS "STREET" OR "ROAD" ARE INTERCHANGEABLE AND ARE USED TO DESCRIBE ALL VEHICULAR WAYS, REGARDLESS OF ANY OTHER DESIGNATION THEY MAY CARRY OR WHETHER THE STREET OR ROAD WILL BE PUBLIC OR PRIVATELY OWNED.
 27. THIS SUBDIVISION IS VESTED TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS DATED DECEMBER 7, 2021. DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROAD AND NOT TO EUREKA MILLS BLVD OR STATE HIGHWAY 29.





PROJECT NAME: TRE JONAH 235		REVISIONS		PROJECT INFORMATION		BENCHMARK		OWNER INFORMATION		ENGINEER INFORMATION		SURVEYOR INFORMATION		EUREKA MILLS		LSI LANDESIGN SERVICES, INC.		DRAWING NAME: JONAH PRELIM PLAT	
JOB NUMBER: 21-058		DATE	DESCRIPTION	TOTAL SIZE: 235.74 ACRES		1/2" REBAR WITH CAP STAMPED "LSI SURVEY" SET IN THE SOUTH ROW LINE OF STATE HIGHWAY 29.		JONAH 235, LLC 1404 HAWKS CANYON CIRCLE AUSTIN, TX 78732		ADRIAN H. ROSAS P.E. NO. 6101 W. COURTYARD DRIVE BUILDING 1, SUITE 100 AUSTIN, TEXAS 78735		FRANK W. FUNK R.P.L.S. NO. 6803 10090 W HIGHWAY 29 LIBERTY HILL, TEXAS 78642				10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642 TBPELS FIRM NO. 10001800 512-238-7901			
DATE: 01/18/24	SCALE: 1" = 80'			TOTAL BLOCKS: 41															
DRAWING FILE PATH: K:\21058 - TRE JONAH PRELIM PLAT REV3.DWG				TOTAL RESIDENTIAL LOTS: 822															
FIELDNOTE FILE PATH: N/A				TOTAL NON-RESIDENTIAL: 21		TEXAS COORDINATES SYSTEM OF 1983, TEXAS CENTRAL ZONE. N: 10,208,350.44 E: 3,172,688.27 Z: 598.61'													
RPLS: FWF	TECH: JRM	PARTYCHIEF: N/A																	
CHECKED BY: HAS	FIELDBOOK: N/A																	SHEET 02 of 08	

DRAWING PATH: K:\21058 - TRE JONAH PRELIM PLAT REV3.DWG SHEET PLOT SIZE: ARCH FULL BLEED (24.00 X 36.00 INCHES) LAST SAVED: 9/26/2024 8:10 AM PLOT DATE: 9/26/2024 2:28 PM

CURVE TABLE					CURVE TABLE					CURVE TABLE					CURVE TABLE					CURVE TABLE					CURVE TABLE																
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD	CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD	CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD	CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD	CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD	CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD						
C1	1140.00'	239.57'	12'02'27"	N01°55'24"W	239.13'	C82	50.00'	241.19'	276°22'46"	S68°37'09"W	66.67'	C163	440.00'	45.24'	5°53'28"	S01°04'26"E	45.22'	C248	60.00'	40.07'	38°15'49"	S66°02'59"W	39.33'	C329	50.00'	35.80'	41°01'42"	S23°35'19"E	35.04'	C424	544.90'	41.73'	4°23'15"	N14°35'23"W	41.72'	C505	447.98'	70.24'	8°59'02"	N03°37'28"E	70.17'
C2	1163.20'	1105.41'	54°26'57"	N44°27'00"W	1064.28'	C83	25.00'	21.03'	48°11'23"	S45°28'32"E	20.41'	C164	440.00'	69.36'	9°01'53"	S06°23'14"W	69.29'	C249	60.00'	45.73'	43°40'11"	S25°04'59"W	44.63'	C330	50.00'	31.47'	36°04'03"	S62°08'11"E	30.96'	C425	544.90'	41.73'	4°23'15"	N10°12'08"W	41.72'	C506	447.98'	59.43'	7°36'03"	N11°55'00"E	59.39'
C3	500.00'	317.55'	36°23'19"	N03°19'47"W	312.24'	C84	25.00'	39.27'	90°00'00"	S23°37'09"W	35.36'	C165	1043.20'	71.57'	3°55'51"	N69°12'35"W	71.56'	C250	60.00'	91.09'	86°59'09"	S40°14'41"E	82.59'	C331	50.00'	12.97'	14°51'49"	S87°36'07"E	12.93'	C426	544.90'	41.73'	4°23'16"	N05°48'52"W	41.72'	C507	165.00'	126.91'	44°04'14"	S46°25'04"W	123.81'
C4	330.00'	214.49'	37°14'25"	N40°08'31"W	210.73'	C85	15.00'	13.36'	51°00'46"	N85°53'15"W	12.92'	C166	1043.20'	244.43'	13°25'29"	N60°31'55"W	243.87'	C251	35.00'	22.05'	36°05'28"	N65°41'31"W	21.68'	C332	155.00'	74.04'	27°22'04"	S35°08'45"E	73.34'	C427	544.90'	41.73'	4°23'17"	N01°25'36"W	41.72'	C508	165.00'	40.30'	13°59'40"	S17°27'07"W	40.20'
C5	25.00'	16.19'	37°06'49"	S51°00'49"E	15.91'	C86	48.50'	162.49'	191°57'17"	S23°38'30"W	96.47'	C167	1043.20'	94.08'	51°02'02"	N51°14'09"W	94.05'	C252	35.00'	10.62'	17°23'29"	N38°57'02"W	10.58'	C333	155.00'	113.67'	42°01'00"	S69°50'17"E	111.14'	C428	544.90'	41.73'	4°23'17"	N02°57'41"E	41.72'	C509	165.00'	167.22'	58°03'54"	S39°29'14"W	160.15'
C6	330.00'	303.19'	52°38'26"	N85°05'05"W	292.64'	C87	15.00'	13.34'	50°57'17"	S46°51'30"E	12.90'	C168	1043.20'	96.75'	51°8'50"	N45°59'44"W	96.72'	C253	816.96'	40.24'	24°49'21"	N28°50'37"W	40.24'	C334	155.00'	11.33'	41°11'4"	N87°03'36"E	11.33'	C429	544.90'	41.73'	4°23'18"	N07°20'58"E	41.72'	C510	165.02'	426.74'	148°09'54"	S85°10'28"W	317.39'
C7	25.00'	39.25'	89°56'40"	N66°25'57"W	35.34'	C88	25.00'	39.27'	90°00'00"	S23°37'09"W	35.36'	C169	1043.20'	136.52'	7°29'54"	N39°35'21"W	136.43'	C254	816.96'	50.14'	3°31'00"	N25°40'27"W	50.14'	C335	205.00'	32.63'	9°07'11"	S26°01'18"E	32.60'	C430	544.90'	33.65'	3°32'19"	N11°18'47"E	33.65'	C511	445.00'	289.24'	37°14'25"	N40°08'39"W	284.17'
C8	866.96'	138.50'	9°09'11"	N26°02'13"W	138.35'	C89	25.00'	39.27'	90°00'00"	N66°22'51"W	35.36'	C170	1043.20'	51.38'	2°49'18"	N34°25'45"W	51.37'	C255	270.00'	8.64'	1°50'01"	S69°30'43"W	8.64'	C336	205.00'	36.66'	10°14'49"	S35°42'18"E	36.61'	C431	415.77'	54.43'	7°30'05"	S41°30'35"W	54.40'	C512	444.82'	34.87'	4°29'27"	N61°00'24"W	34.86'
C9	60.00'	294.87'	28°13'43"	S57°03'03"W	75.86'	C90	25.00'	39.27'	90°00'00"	S23°37'09"W	35.36'	C171	1043.20'	120.86'	6°38'16"	N29°41'58"W	120.79'	C256	270.00'	85.64'	18°10'26"	S79°30'57"W	85.28'	C337	205.00'	37.33'	10°26'04"	S46°02'44"E	37.28'	C432	415.77'	81.25'	11°11'49"	S32°09'37"W	81.12'	C513	42.32'	32.73'	44°18'21"	N41°23'06"W	31.92'
C10	816.96'	125.40'	8°47'40"	S25°51'27"E	125.27'	C91	25.00'	39.27'	90°00'00"	S66°22'51"E	35.36'	C172	1043.20'	132.08'	7°15'15"	N22°45'12"W	131.99'	C257	270.00'	85.12'	18°03'47"	N82°21'57"W	84.77'	C338	205.00'	38.15'	10°39'46"	S56°35'39"E	38.10'	C433	415.77'	79.83'	11°00'04"	S21°03'40"W	79.71'	C514	170.70'	87.46'	29°21'20"	N57°25'17"W	86.50'
C11	50.00'	32.45'	37°10'47"	N50°58'50"W	31.88'	C92	25.00'	39.27'	90°00'00"	N23°37'09"E	35.36'	C173	25.00'	39.27'	90°00'17"	S66°27'29"E	35.36'	C258	270.00'	68.66'	14°34'11"	N66°02'58"W	68.47'	C339	205.00'	35.91'	10°02'09"	S66°56'37"E	35.86'	C434	415.77'	12.27'	1°41'27"	S14°42'55"W	12.27'	C515	750.15'	86.42'	6°36'02"	N42°33'12"W	86.37'
C12	25.00'	39.27'	90°00'00"	S23°32'23"W	35.36'	C93	155.71'	93.21'	34°17'56"	S04°06'25"E	91.83'	C174	205.00'	263.26'	73°34'41"	S58°14'41"E	245.54'	C259	270.00'	81.64'	17°19'31"	N50°06'07"W	81.33'	C340	205.00'	30.68'	8°34'31"	S76°14'57"E	30.65'	C435	415.77'	6.90'	0°57'02"	S14°20'42"W	6.90'	C516	221.04'	56.95'	14°45'40"	N37°34'38"W	56.79'
C13	50.00'	34.56'	39°35'57"	N12°35'28"W	33.87'	C94	50.00'	4.53'	51°1'40"	S24°12'43"W	4.53'	C175	25.00'	39.27'	90°00'00"	S50°02'01"E	35.36'	C260	270.00'	84.31'	17°53'30"	N32°29'36"W	83.97'	C341	205.00'	40.55'	11°19'56"	S86°12'10"E	40.48'	C436	415.77'	41.46'	5°42'49"	S17°40'37"W	41.44'	C517	282.52'	83.34'	16°54'05"	N39°06'47"W	83.04'
C14	25.00'	39.27'	89°59'55"	N66°27'40"W	35.35'	C95	25.00'	39.27'	90°00'00"	S58°04'56"W	35.36'	C176	25.00'	39.27'	90°00'00"	S39°57'59"W	35.36'	C261	270.00'	9.54'	2°01'25"	N22°32'09"W	9.54'	C342	205.00'	11.32'	3°09'53"	N86°32'55"E	11.32'	C437	415.77'	42.01'	5°47'22"	S23°25'42"W	41.99'	C518	82.63'	53.22'	36°54'19"	N76°08'58"W	52.31'
C15	438.98'	264.66'	34°32'39"	N04°11'23"W	260.67'	C96	50.00'	241.19'	276°22'46"	N68°37'09"E	66.67'	C177	155.00'	199.04'	73°34'24"	N58°14'49"W	185.64'	C262	25.00'	39.27'	90°00'00"	S39°57'59"W	35.36'	C343	155.00'	37.16'	13°44'06"	S88°09'58"E	37.												

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N03°35'08"E	9.02'
L2	N21°22'51"W	19.55'
L4	N74°12'36"W	61.65'
L5	S68°37'09"W	90.01'
L6	N76°55'04"W	30.08'
L7	N68°37'09"E	50.00'
L8	S68°37'09"W	50.00'
L9	N68°37'09"E	50.00'
L10	S13°04'56"W	23.35'
L11	N76°55'04"W	50.00'
L12	N13°04'56"E	65.17'
L13	S76°55'04"E	50.00'
L14	N76°55'04"W	50.00'
L15	S68°32'23"W	75.01'
L16	N21°26'27"W	44.33'
L17	S68°32'23"W	90.00'
L18	S68°37'09"W	50.00'
L20	S21°31'27"E	30.71'
L21	S74°12'31"E	61.50'
L22	S21°35'43"E	27.98'
L23	N21°27'43"W	68.92'
L24	S05°02'01"E	21.54'
L25	S05°02'01"E	44.98'
L26	S21°22'51"E	69.55'
L27	S04°03'53"E	32.65'
L28	N53°57'52"W	58.32'
L29	S16°06'36"W	25.00'
L30	S16°12'48"E	25.00'
L31	N49°33'43"W	25.00'
L32	N84°58'02"E	58.59'
L33	S39°57'59"W	45.85'
L34	S39°57'59"W	52.67'
L35	S84°58'50"W	55.72'
L36	S21°27'43"E	68.92'
L37	S35°58'49"W	25.00'
L38	N15°23'12"E	25.00'
L39	S68°32'23"W	75.04'
L40	N68°32'23"E	75.01'
L41	N13°59'23"W	40.19'
L42	S21°31'27"E	50.00'

LINE TABLE		
LINE #	BEARING	DISTANCE
L43	N68°35'42"E	234.25'
L44	S21°27'37"E	50.00'
L45	S68°26'26"E	31.75'
L46	S09°49'47"W	25.00'
L47	N21°22'51"W	49.87'
L48	N03°48'23"E	31.83'
L49	S13°04'56"W	65.17'
L50	S21°22'51"E	74.09'
L51	S13°04'56"W	45.31'
L52	N11°13'31"W	100.00'
L54	S68°37'15"W	90.69'
L63	N58°45'52"W	50.00'
L64	N11°13'31"W	100.00'
L65	N74°12'36"W	50.00'
L66	N82°05'08"E	24.71'
L67	S05°02'01"E	41.45'
L68	N74°12'36"W	111.74'
L69	S15°47'24"W	50.00'
L70	S76°55'04"E	56.26'
L71	S76°55'04"E	45.63'
L72	S21°22'36"E	59.12'
L73	N68°37'09"E	100.00'
L74	N21°23'14"W	55.47'
L75	N68°37'24"E	10.00'
L76	S68°37'24"W	10.00'
L77	S21°22'51"E	19.55'
L78	N68°37'09"E	61.86'
L79	N68°37'09"E	67.62'
L80	N63°04'03"E	25.17'
L81	S89°25'41"E	15.82'
L82	N52°41'10"W	59.77'
L83	S11°13'31"E	41.73'
L84	N21°35'43"W	31.51'
L85	N05°02'01"W	21.54'
L86	S85°01'32"W	16.35'
L87	S21°22'51"E	50.16'
L88	S03°35'08"W	9.57'
L89	S13°04'56"W	37.97'
L90	N46°30'52"W	24.99'
L91	N82°47'29"W	25.00'

LINE TABLE		
LINE #	BEARING	DISTANCE
L92	N84°58'02"E	10.00'
L93	N32°35'53"E	54.84'
L94	S73°29'36"W	17.17'
L95	N68°32'23"E	71.88'
L96	S86°45'06"E	15.00'
L97	S68°39'08"W	16.99'
L98	S21°31'27"E	82.26'
L99	S58°45'52"E	50.00'
L101	N32°35'53"E	22.99'
L105	N68°37'09"E	47.80'

STREET DESIGN TABLE							
STREET NAME	CLASSIFICATION	DESIGN SPEED	LENGTH	ROW WIDTH	TRAVEL WAY WIDTH	RURAL/URBAN	MAINTENANCE AUTHORITY
EUREKA MILLS BOULEVARD	ARTERIAL	45 MPH	1,550'	120'	2 x24 LF (LOG-LOG)	URBAN	PUBLIC
	MAJOR COLLECTOR	40 MPH	728'	60'	45 LF (LOG-LOG)	URBAN	PUBLIC
	MINOR COLLECTOR	35 MPH	180'	60'	37 LF (LOG-LOG)	URBAN	PUBLIC
	LOCAL	25 MPH	405'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC
PERCY STREET	MINOR COLLECTOR	35 MPH	571'	60'	37 LF (LOG-LOG)	URBAN	PUBLIC
WOOLY STEMODIA LANE	LOCAL	25 MPH	4,344'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC
TWISTLEAF YUCCA LANE	LOCAL	25 MPH	4,164'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC
GATTIS STREET	MAJOR COLLECTOR	40 MPH	1,484'	60'	45 LF (LOG-LOG)	URBAN	PUBLIC
	COLLECTOR	35 MPH	2,162'	60'	45 LF (LOG-LOG)	URBAN	PUBLIC
	MINOR COLLECTOR	35 MPH	700'	60'	37 LF (LOG-LOG)	URBAN	PUBLIC
	LOCAL	25 MPH	539'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC
LIRIOPE LANE	MINOR COLLECTOR	35 MPH	1,231'	60'	37 LF (LOG-LOG)	URBAN	PUBLIC
	LOCAL	25 MPH	1,105'	60'	37 LF (LOG-LOG)	URBAN	PUBLIC
EASLY STREET	LOCAL	25 MPH	479'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC
MOUNTAIN PEA LANE	LOCAL	25 MPH	814'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC
ROBINS STREET	LOCAL	25 MPH	597'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC
ZEXMENIA LANE	LOCAL	25 MPH	1,662'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC
MAJESTIC SAGE LANE	LOCAL	25 MPH	780'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC
TEXAS WISTERIA LANE	LOCAL	25 MPH	265'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC
LANTANA CONFETTI LANE	LOCAL	25 MPH	195'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC
TEXAS PALMETTO LANE	LOCAL	25 MPH	4,098'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC
WAXMYRTL LANE	LOCAL	25 MPH	1,345'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC
LACEBARK ELM LANE	LOCAL	25 MPH	1,369'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC
LEGGET STREET	LOCAL	25 MPH	2,392'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC
BUTTONBUSH STREET	LOCAL	25 MPH	1,852'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC
BOYLSTON STREET	LOCAL	25 MPH	804'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC
SALYER STREET	LOCAL	25 MPH	1,523'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC
BLUE GRAMA COVE	LOCAL	25 MPH	96'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC

PROJECT NAME: TRE JONAH 235		REVISIONS		PROJECT INFORMATION		BENCHMARK		OWNER INFORMATION		ENGINEER INFORMATION		SURVEYOR INFORMATION		<div><div>LSI</div><div>LANDesign SERVICES, INC.</div></div> <div>10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642</div> <div>TBP&LS FIRM NO. 10001800</div> <div>512-238-7901</div>		<div>DRAWING NAME: JONAH PRELIM PLAT</div> <div>SHEET 04 of 08</div>	
JOB NUMBER: 21-058		DATE	DESCRIPTION	TOTAL SIZE: 235.74 ACRES		1/2" REBAR WITH CAP STAMPED "LSI SURVEY" SET IN THE SOUTH ROW LINE OF STATE HIGHWAY 29.		JONAH 235, LLC 1404 HAWKS CANYON CIRCLE AUSTIN, TX 78732		ADRIAN H. ROSAS P.E. NO. 6101 W. COURTYARD DRIVE BUILDING 1, SUITE 100 AUSTIN, TEXAS 78735		FRANK W. FUNK R.P.L.S. NO. 6803 10090 W HIGHWAY 29 LIBERTY HILL, TEXAS 78642					
DATE: 01/18/24		SCALE: 1" = 80'		TOTAL BLOCKS: 41													
DRAWING FILE PATH: K:\21058 - TRE JONAH				TOTAL RESIDENTIAL LOTS: 822													
255\CADD\DWGS\JONAH PRELIM PLAT REV3.DWG				TOTAL NON-RESIDENTIAL: 21		TEXAS COORDINATES SYSTEM OF 1983, TEXAS CENTRAL ZONE.											
FIELDNOTE FILE PATH:						N: 10,208,350.44											
N/A						E: 3,172,689.27											
RPLS: FWF		TECH: JRM	PARTYCHIEF: N/A			Z: 598.61'											
CHECKED BY: HAS		FIELDBOOK: N/A															

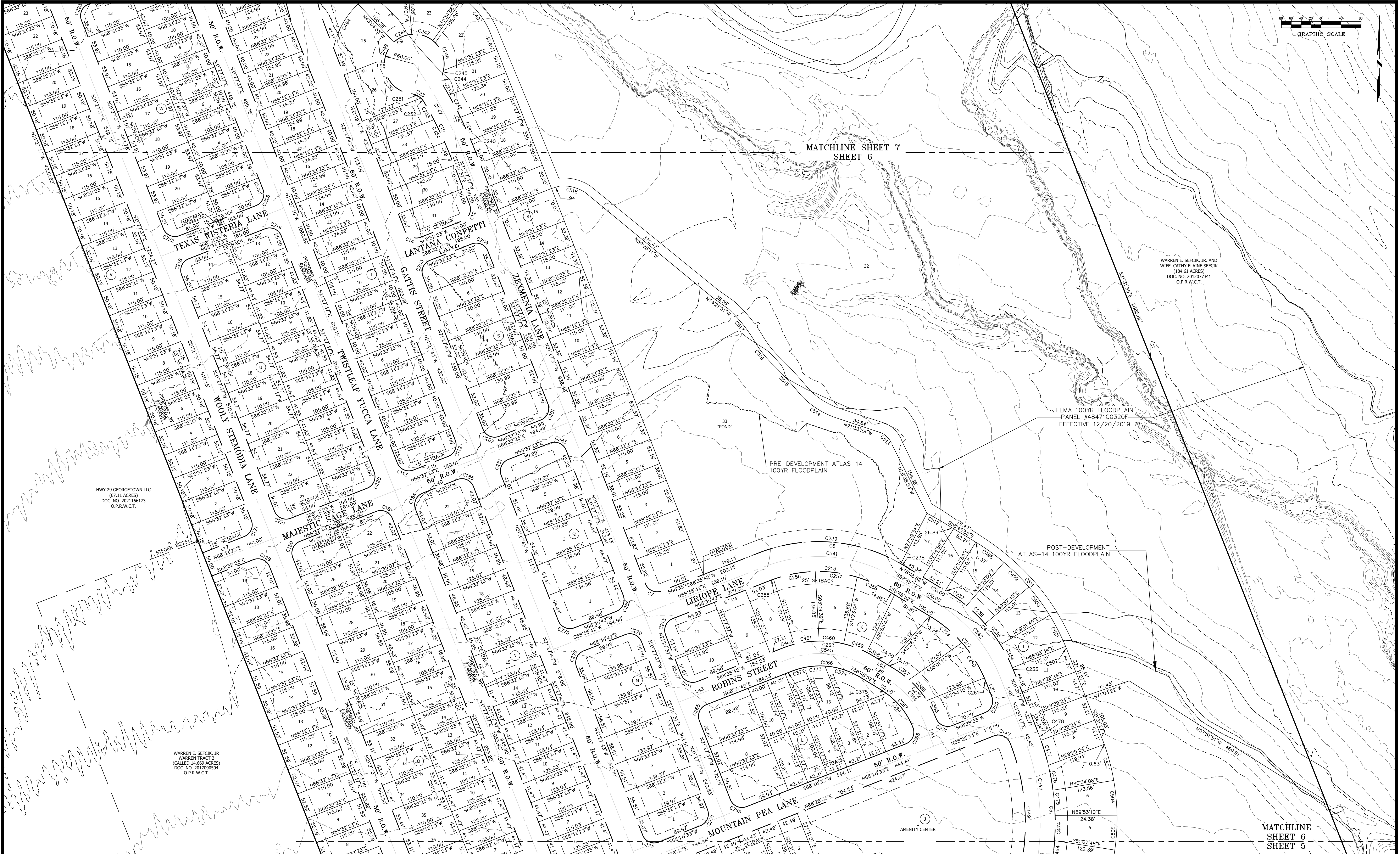
DRAWING PATH: K:\21058 - TRE JONAH 235\CADD\DWGS\JONAH PRELIM PLAT REV3.DWG SHEET PLOT SIZE: ARCH FULL BLEED D (24.00 X 36.00 INCHES) LAST SAVED: 9/26/2024 8:10 AM PLOT DATE: 9/26/2024 2:23 PM



PROJECT NAME: TRE JONAH 235		REVISIONS		PROJECT INFORMATION		BENCHMARK		OWNER INFORMATION		ENGINEER INFORMATION		SURVEYOR INFORMATION		DRAWING NAME: JONAH PRELIM PLAT	
JOB NUMBER: 21-058		DATE	DESCRIPTION	TOTAL SIZE: 235.74 ACRES		1/2" REBAR WITH CAP STAMPED "LSI SURVEY" SET IN THE SOUTH ROW LINE OF STATE HIGHWAY 29.		JONAH 235, LLC 1404 HAWKS CANYON CIRCLE AUSTIN, TX 78732		ADRIAN H. ROSAS P.E. NO. 6101 6101 W. COURTYARD DRIVE BUILDING 1, SUITE 100 AUSTIN, TEXAS 78735		FRANK W. FUNK R.P.L.S. NO. 6803 10090 W HIGHWAY 29 LIBERTY HILL, TEXAS 78642		SHEET 05 of 08	EUREKA MILLS
DATE: 01/18/24	SCALE: 1" = 80'			TOTAL BLOCKS: 41		TEXAS COORDINATES SYSTEM OF 1983, TEXAS CENTRAL ZONE.									
DRAWING FILE PATH: K:\21058 - TRE JONAH				TOTAL RESIDENTIAL LOTS: 822		N: 10,208,350.44									
FIELDNOTE FILE PATH:				TOTAL NON-RESIDENTIAL: 21		E: 3,172,689.27									
N/A						Z: 598.61'									
RPLS: FWF	TECH: JRM	PARTYCHIEF: N/A													
CHECKED BY: HAS	FIELDBOOK: N/A														



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBEPLS FIRM NO. 10001800
512-238-7901

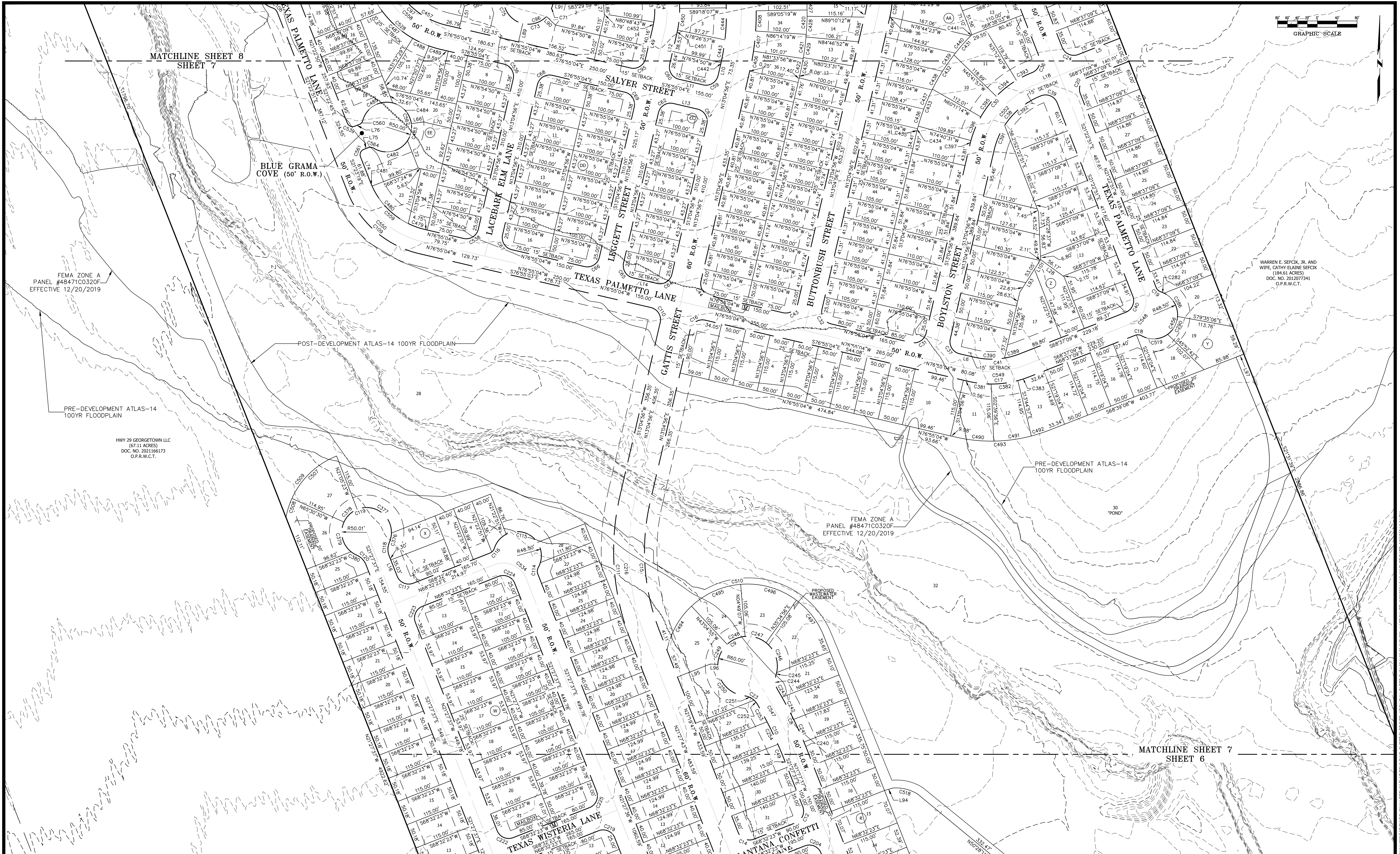


PROJECT NAME: TRE JONAH 235		REVISIONS		PROJECT INFORMATION		BENCHMARK		OWNER INFORMATION		ENGINEER INFORMATION		SURVEYOR INFORMATION		DRAWING NAME: JONAH PRELIM PLAT	
JOB NUMBER: 21-058	DATE: 01/18/24	DESCRIPTION		TOTAL SIZE: 235.74 ACRES		1/2" REBAR WITH CAP STAMPED "LSI SURVEY" SET IN THE SOUTH ROW LINE OF STATE HIGHWAY 29.		JONAH 235, LLC 1404 HAWKS CANYON CIRCLE AUSTIN, TX 78732		ADRIAN H. ROSAS P.E. NO. 6101 6101 W. COURTYARD DRIVE BUILDING 1, SUITE 100 AUSTIN, TEXAS 78735		FRANK W. FUNK R.P.L.S. NO. 6803 10090 W HIGHWAY 29 LIBERTY HILL, TEXAS 78642		SHEET 06 of 08	
DRAWING FILE PATH: K:\21058 - TRE JONAH 235\CADD\WGS\JONAH PRELIM PLAT REV.DWG	SCALE: 1" = 80'			TOTAL BLOCKS: 41		TEXAS COORDINATES SYSTEM OF 1983, TEXAS CENTRAL ZONE.									
FIELDNOTE FILE PATH: N/A				TOTAL RESIDENTIAL LOTS: 822		N: 10,208,350.44									
RPLS: FWF	TECH: JRM	PARTYCHIEF: N/A		TOTAL NON-RESIDENTIAL: 21		E: 3,172,689.27									
CHECKED BY: HAS	FIELDBOOK: N/A					Z: 598.61'									

LSI

LANDesign SERVICES, INC.

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

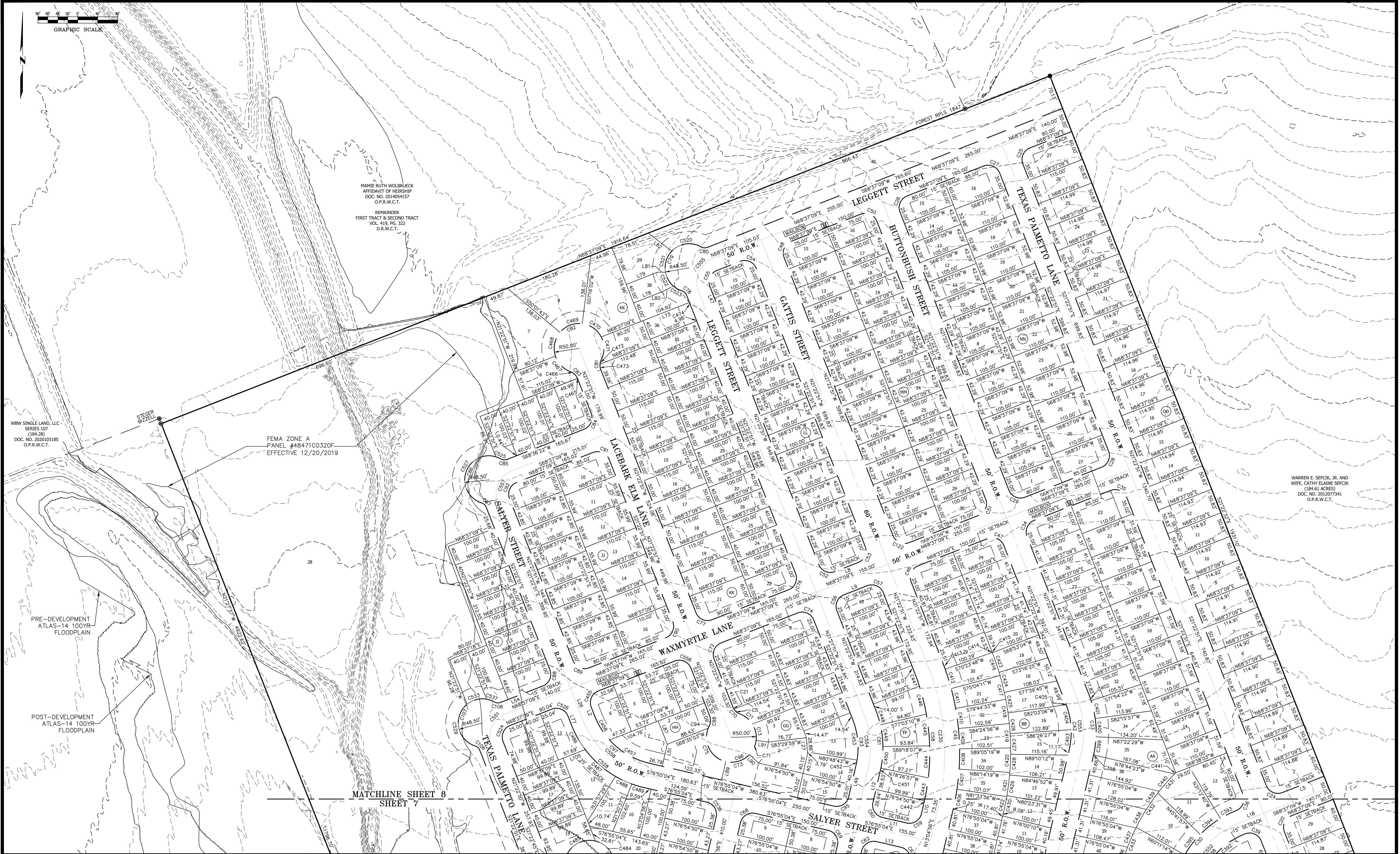


PROJECT NAME: TRE JONAH 235 JOB NUMBER: 21-058 DATE: 01/18/24 DRAWING FILE PATH: K:\21058 - TRE JONAH 235\CADD\DWG\JONAH PRELIM PLAT REV.DWG FIELDNOTE FILE PATH: N/A RPLS: FWF CHECKED BY: HAS		REVISIONS DATE DESCRIPTION		PROJECT INFORMATION TOTAL SIZE: 235.74 ACRES TOTAL BLOCKS: 41 TOTAL RESIDENTIAL LOTS: 822 TOTAL NON-RESIDENTIAL: 21		BENCHMARK 1/2" REBAR WITH CAP STAMPED "LSI SURVEY" SET IN THE SOUTH ROW LINE OF STATE HIGHWAY 29. TEXAS COORDINATES SYSTEM OF 1983, TEXAS CENTRAL ZONE. N: 10,208,350.44 E: 3,172,689.27 Z: 598.61'		OWNER INFORMATION JONAH 235, LLC 1404 HAWKS CANYON CIRCLE AUSTIN, TX 78732		ENGINEER INFORMATION ADRIAN H. ROSAS P.E. NO. 6803 6101 W. COURTYARD DRIVE BUILDING 1, SUITE 1100 AUSTIN, TEXAS 78735		SURVEYOR INFORMATION FRANK W. FUNK R.P.L.S. NO. 6803 10090 W HIGHWAY 29 LIBERTY HILL, TEXAS 78642		DRAWING NAME: JONAH PRELIM PLAT SHEET 07 of 08	
PROJECT NAME: TRE JONAH 235 JOB NUMBER: 21-058 DATE: 01/18/24 DRAWING FILE PATH: K:\21058 - TRE JONAH 235\CADD\DWG\JONAH PRELIM PLAT REV.DWG FIELDNOTE FILE PATH: N/A RPLS: FWF CHECKED BY: HAS		REVISIONS DATE DESCRIPTION		PROJECT INFORMATION TOTAL SIZE: 235.74 ACRES TOTAL BLOCKS: 41 TOTAL RESIDENTIAL LOTS: 822 TOTAL NON-RESIDENTIAL: 21		BENCHMARK 1/2" REBAR WITH CAP STAMPED "LSI SURVEY" SET IN THE SOUTH ROW LINE OF STATE HIGHWAY 29. TEXAS COORDINATES SYSTEM OF 1983, TEXAS CENTRAL ZONE. N: 10,208,350.44 E: 3,172,689.27 Z: 598.61'		OWNER INFORMATION JONAH 235, LLC 1404 HAWKS CANYON CIRCLE AUSTIN, TX 78732		ENGINEER INFORMATION ADRIAN H. ROSAS P.E. NO. 6803 6101 W. COURTYARD DRIVE BUILDING 1, SUITE 1100 AUSTIN, TEXAS 78735		SURVEYOR INFORMATION FRANK W. FUNK R.P.L.S. NO. 6803 10090 W HIGHWAY 29 LIBERTY HILL, TEXAS 78642		DRAWING NAME: JONAH PRELIM PLAT SHEET 07 of 08	

LSI

LANDESIGN
SERVICES, INC.

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TPELS FIRM NO. 10001800
512-238-7901



PROJECT NAME: TRE JONAH 235		REVISIONS		PROJECT INFORMATION		BENCHMARK		OWNER INFORMATION		ENGINEER INFORMATION		SURVEYOR INFORMATION					
JOB NUMBER: 21-058		DATE		DESCRIPTION		TOTAL SIZE: 235.74 ACRES		1/2" REBAR WITH CAP STAMPED "LSI SURVEY" SET IN THE SOUTH ROW LINE OF STATE HIGHWAY 29.		JONAH 235, LLC 1404 HAWKS CANYON CIRCLE AUSTIN, TX 78732		ADRIAN H. ROSAS P.E. NO. 6101 6101 W. COURTYARD DRIVE BUILDING 1, SUITE 100 AUSTIN, TEXAS 78735		FRANK W. FUNK R.P.L.S. NO. 6803 10090 W HIGHWAY 29 LIBERTY HILL, TEXAS 78642		DRAWING NAME: JONAH PRELIM PLAT	
DATE: 01/18/24		SCALE: 1" = 80'				TOTAL BLOCKS: 41											
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235\CADD\DWG\JONAH PRELIM PLAT REV3.DWG						TOTAL NON-RESIDENTIAL: 21											
FIELDNOTE FILE PATH:																	
N/A																	
RPLS: FWF		TECH: JRM		PARTY/CHIEF: N/A													
CHECKED BY: HAS		FIELDBOOK: N/A															

DRAWING PART: 1/2" REBAR - THE JONAH 235 CAD DWG IS A PRELIM PLAT. REVISED DWG SHEET PLOT SIZE: ARCHIT. FULL BLEED (9" X 12" X 36" INCHES). LAST SAVED: 9/26/2024 9:10 AM. PLOT DATE: 9/26/2024 2:34 PM.

Commissioners Court - Regular Session

22.

Meeting Date: 10/08/2024

National 4-H Week: October 6 - 12

Submitted By: Amy Hays, Extension Service

Department: Extension Service

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action to proclaim October 6 - 12, 2024, as National 4-H Week in Williamson County. Hear a short presentation by Williamson County 4-H members.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

National 4-H Week Proclamation

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Amy Hays

Final Approval Date: 10/04/2024

Reviewed By

Becky Pruitt

Date

10/04/2024 08:51 AM

Started On: 10/04/2024 08:01 AM



Beyond Ready

2024 National 4-H Week Proclamation

WHEREAS, The Williamson County Commissioner's Court is proud to honor the Texas 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 116 years of providing experience-based education to youth throughout the Lone Star State; and

WHEREAS, This admirable program, which seeks to provide a learning experience for all youth through their head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

WHEREAS, The program's more than 550,000 urban, suburban, and rural youth participants, ranging in age from eight to eighteen, come from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

WHEREAS, The program undoubtedly could not have achieved the success that it has today were it not for the service of its' more than 30,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

WHEREAS, Throughout its proud history, the 4-H program has developed positive role models for countless Texans through its innovative and inspiring programs, and continues to build character and instill the values that have made our state strong. Now, therefore, be it

RESOLVED, The Williamson County Commissioner's Court, hereby designate October 6-12, 2024, as National 4-H Week in Texas, and commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success.

County Judge

Commissioner Precinct 1

Commissioner Precinct 2

Commissioner Precinct 3

Commissioner Precinct 4

Date

Commissioners Court - Regular Session**23.****Meeting Date:** 10/08/2024

Proclamation-National Domestic Violence Awareness Month for County Sheriff

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

Information**Agenda Item**

Discuss, consider and take appropriate action on a proclamation recognizing the month of October to be National Domestic Violence Awareness Month.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Domestic Violence Awareness Proclamation

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 10/01/2024

Reviewed By

Becky Pruitt

Date

10/01/2024 01:51 PM

Started On: 09/26/2024 08:56 AM

PROCLAMATION

WHEREAS, the crime of domestic violence violates fundamental human rights and dignity due to the systematic use of physical, emotional, sexual, psychological, and economic control and;

WHEREAS, People affected by domestic violence suffer from a range of pains, without regard to their age, racial background, gender, religious beliefs, or economic status and;

WHEREAS, the impact of domestic violence is wide-ranging, directly affecting victims' children, families, and entire communities, throughout the United States and the world, and;

WHEREAS, our society has a moral obligation to take steps to prevent, address, and end domestic violence by protecting the vulnerable members of it and making the issue a national priority and;

WHEREAS, the Victim Service Units from the Williamson County Sheriff's Office, Williamson County District Attorney Office, Williamson County Attorney's Office, Round Rock PD, Taylor PD, Georgetown PD, Cedar Park PD, Leander PD, Hutto PD, the Department of Public Safety, and Hope Alliance have partnered together to promote Domestic Violence Awareness in our local communities, including conducting a second annual county-wide donation drive to collect items for The Hope Alliance shelter and;

WHEREAS, in 2023 Hope Alliance provided a total of 4,068 Hotline calls and Fielded 522 online Crisis Chat Requests; Clients served other than Calls or Chats total of 1,169; provided 7,115 Nights of Safety for 194 clients who spent time in the Shelter; provided 26,476 face-to-face Counseling and Advocacy sessions for clients, 3 Law Enforcement Accompaniments, 24 Court Accompaniments and 206 S.A.N.E. Accompaniments, and;

NOW THEREFORE, BE IT PROCLAIMED, that the Commissioners Court of Williamson County, State of Texas, hereby proclaims the month of October 2024 as

National Domestic Violence Awareness Month

And call upon the people of Williamson County to recognize and support the important work accomplished by all area Law Enforcement agencies, County and District Attorney Offices, and Hope Alliance

Dated this 8th day of October 2024

Judge Bill Gravell

Commissioners Court - Regular Session**24.****Meeting Date:** 10/08/2024

Salary Study Cycle 2.2 - Proposed Organizations

Submitted For: Rebecca Clemons**Submitted By:** Kaylan Diederich, Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on the list of proposed organizations for cycle 2.2 of the salary study.

Background

The salary study is conducted over a three-year cycle. Any changes recommended during cycle 2.2 would be submitted for approval during the Fiscal Year 2026 budget process. If approved, changes would go into effect in October 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Cycle 2.2 Proposed Orgs

Form Review**Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kaylan Diederich

Final Approval Date: 10/02/2024

Reviewed By

Rebecca Clemons

Becky Pruitt

Date

10/02/2024 04:10 PM

10/02/2024 04:18 PM

Started On: 10/02/2024 02:21 PM

SALARY STUDY CYCLE 2.2



Proposed Organizations

Total Organizations – 40

Total Position Classifications – 180

Total Positions – 821

Organization	Classification Count	Position Count
<input type="checkbox"/> 26 th District Court	2	2
<input type="checkbox"/> 277 th District Court	2	2
<input type="checkbox"/> 368 th District Court	2	2
<input type="checkbox"/> 395 th District Court	2	2
<input type="checkbox"/> 425 th District Court	2	2
<input type="checkbox"/> 480 th District Court	2	2
<input type="checkbox"/> All District Courts	3	4
<input type="checkbox"/> Alternate Dispute Resolution	1	1
<input type="checkbox"/> Annex Security	1	2
<input type="checkbox"/> Comm Court – Grants	11	17
<input type="checkbox"/> Commissioners Court (legal)	4	4
<input type="checkbox"/> Constable I (LE)	5	10
<input type="checkbox"/> Constable 2 (LE)	4	10
<input type="checkbox"/> Constable 3 (LE)	4	11
<input type="checkbox"/> Constable 4 (LE)	5	11
<input type="checkbox"/> Corrections (LE)	6	281
<input type="checkbox"/> County Attorney	28	64
<input type="checkbox"/> County Clerk	4	9
<input type="checkbox"/> County Clerk Archives	2	6
<input type="checkbox"/> County Clerk Judicial	6	22
<input type="checkbox"/> County Clerk Records	3	13
<input type="checkbox"/> County Court at Law 1	3	3
<input type="checkbox"/> County Court at Law 2	3	3

Organization	Classification Count	Position Count
<input type="checkbox"/> County Court at Law 3	3	3
<input type="checkbox"/> County Court at Law 4	3	3
<input type="checkbox"/> County Court at Law 5	3	3
<input type="checkbox"/> County Courts at Law	1	1
<input type="checkbox"/> District Attorney	20	51
<input type="checkbox"/> District Clerk	7	34
<input type="checkbox"/> Drug Court Program	2	2
<input type="checkbox"/> Justice of the Peace 1	8	11
<input type="checkbox"/> Justice of the Peace 2	5	12
<input type="checkbox"/> Justice of the Peace 3	5	17
<input type="checkbox"/> Justice of the Peace 4	7	12
<input type="checkbox"/> Non-Departmental (legal)	1	1
<input type="checkbox"/> Records Technology DC	1	1
<input type="checkbox"/> Sheriff's Office (LE)	6	184
<input type="checkbox"/> Truancy Program JP 2	1	1
<input type="checkbox"/> Truancy Program JP 3	1	1
<input type="checkbox"/> Truancy Program JP 4	1	1

Commissioners Court - Regular Session**25.****Meeting Date:** 10/08/2024

Local Provider Participation Fund Public Hearing

Submitted By: Pam Navarrette, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

09:30 AM - Hold Public Hearing regarding setting the rate associated with the 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 & Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

Background

The rate is currently estimated to be at 6%.

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: 10/02/2024

Reviewed By

Becky Pruitt

Date

10/02/2024 04:27 PM

Started On: 10/01/2024 09:04 AM

Commissioners Court - Regular Session

26.

Meeting Date: 10/08/2024

Fiscal Year 2025 Rate Setting for the Local Provider Participation Fund

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 the rate associated with the 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 & Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

Background

The rate is currently estimated to be at 6%.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

2025 LPPF Rate Resolution

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 10/02/2024

Reviewed By

Becky Pruitt

Date

10/02/2024 04:28 PM

Started On: 10/01/2024 09:10 AM

Resolution Setting the FY 2025 Rate for the Williamson County Health Care Provider Participation Program

WHEREAS, The Texas Legislature in the 86th Regular Session enacted H.B. 3954, which added Chapter 292B to the Health and Safety Code enabling Williamson County to authorize a local health care provider participation program;

WHEREAS, pursuant to Chapter 292B of the Health and Safety Code, the Commissioners Court has authorized the county to participate in a municipal health care provider participation program and establish a local provider participation fund; and

WHEREAS, pursuant to Section 292B of the Health and Safety Code, each year, the Commissioners Court is to hold a public hearing on the amounts of any mandatory payments that Commissioners Court intends to require during the year and how the revenue derived from those payments is to be spent.

NOW THEREFORE BE IT ORDERED that the Commissioners Court of the County sets the amount of the mandatory payments under the County Health Care Provider Participation Program for fiscal year 2025 at an estimated 6% of the net patient revenue of each institutional health care provider located in the County and directs that the mandatory payment revenue be used for one or more of the purposes set forth in Section 292B of the Health and Safety Code.

PASSED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY ON THIS THE 8TH of October TWO THOUSAND AND TWENTYFOUR.

County Judge/Presiding Officer

Commissioners Court - Regular Session**27.****Meeting Date:** 10/08/2024

WCAD Nominee

Submitted By: Becky Pruitt, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a required Resolution and Taxing Unit Checklist nominating Jon Lux to the Williamson Central Appraisal District Board of Directors for a 1-year term beginning January 1, 2025 and ending December 31, 2025.

Background

Jon Lux is Williamson County's current representative on the WCAD Board of Directors. He would like to continue to be a part of the WCAD Board of Directors.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Resolution

Checklist

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 10/03/2024

Reviewed By

Becky Pruitt

Date

10/03/2024 12:39 PM

Started On: 10/03/2024 12:35 PM

State of Texas
County of Williamson
Know all men by these presents:

That on the **8th** day of October 2024 Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Russ Boles, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

A RESOLUTION of the WILLIAMSON COUNTY COMMISSIONERS COURT, NOMINATING A CANDIDATE TO THE WILLIAMSON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.

WHEREAS, Section 6.03 (f) of the Property Tax Code provides for the governing body of taxing units to nominate individuals for each position to be filled on the Williamson County Central Appraisal District Board of Directors, and

WHEREAS, the Williamson County Commissioners Court wishes to nominate the following individual _____.

NOW THEREFORE BE IT RESOLVED by the Williamson County Commissioners Court that they hereby nominate the individual listed above for the Williamson Central Appraisal District Board of Directors.

RESOLVED THIS 8th day of October 2024.

Bill Gravell, Jr., County Judge



Williamson Central Appraisal District

625 FM 1460

Georgetown, Texas 78626

Phone: (512) 930-3787

Taxing Unit Checklist for Board Election

- ☐ **BEFORE OCTOBER 15, 2024**, I checked my candidate's requirements pertaining to serving on the Williamson Central Appraisal District Board of Directors? (See [Board Requirements](#))
- ☐ A member **MUST** be a resident of the district and must have resided in the district for at least two years immediately preceding the date of appointment. (*Property Tax Code, Section 6.03.(a)*)
 - ☐ A member **MUST NOT** own property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless: (*Property Tax Code, Section 6.035.(a)(2)*)
 - The delinquent taxes and any penalties and interest are being paid under an installment payment agreement.
 - A suit to collect the delinquent taxes is deferred or abated.
 - ☐ A member **may NOT serve** if they are an employee of a taxing unit participating in the appraisal district unless they are also a member of the governing body or an elected official of a taxing unit participating in the district. (*Property Tax Code, Section 6.035.(a)*) (See list of [taxing units](#)).
 - ☐ A member **may NOT serve** if he or she appraise property for compensation for use in property tax proceedings (to include appraisal district employees) or tax agents who represent owners for compensation until the expiration of three (3) years after such activity. (*Property Tax Code, Section 6.035.(a)(1)(2)*)
 - ☐ A member **may NOT serve** if he or she is related to a person who operates for compensation as a tax agent, a member of the Appraisal Review Board or a property tax appraiser in the appraisal district. (*Property Tax Code, Section 6.035.(a)(1)*)
 - ☐ A member **may NOT serve** on the Board if they contract with the appraisal district, or if they contract on a tax related matter with a taxing unit served by the appraisal district, or if they have a substantial interest in a business that contracts with the appraisal district or a taxing unit served by the appraisal district. (*Property Tax Code, Section 6.036.(a)*)
 - ☐ A member **MUST** fill out, sign, and return the applicable **General Information sheet** – either [1-year term](#) or [3-year term](#).
- ☐ **BEFORE OCTOBER 15, 2024**, If we choose to nominate, have I submitted, by [resolution](#), the name(s) of my taxing unit's nominee(s)? (See [Board Election Procedures](#))

Nominating Entity: (Entity Name)

(Signature)

(Date)

Nominee: (Printed Name)

(Signature)

(Date)

Commissioners Court - Regular Session**28.****Meeting Date:** 10/08/2024

Animal Shelter Donations BA Rev 10.08.24

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 on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional revenues for the Williamson County Regional Animal Shelter Donation Fund for Fiscal Year 2024.

Background

This is for donation collections for July 2024 through September 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.361300	Interest, Investments	\$9,675.64
	0546.0000.367404	Animal Shelter Donations	\$88,699.30
	0546.0000.367440	Jane's Fund Donations	\$3,500.00
	0546.0000.367442	Play Yard Donations	\$150.00
	0546.0000.367443	Heart Worm Trmt Donations	\$75.00
	0546.0000.367445	SIT Team Donations	\$373.00
	0546.0000.367447	Animal Transport Donations	\$1,023.20
	0546.0000.367448	Kitten Care Donations	\$1,735.00
	0546.0000.370150	Sales of Pet Care Products	\$1,398.37

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ganae Hempe

Final Approval Date: 10/03/2024

Reviewed By

Becky Pruitt

Date

10/03/2024 10:16 AM

Started On: 10/03/2024 08:01 AM

Commissioners Court - Regular Session**29.****Meeting Date:** 10/08/2024

Animal Shelter Donations BA Exp 10.08.24

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 on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for the Williamson County Regional Animal Shelter Donation Fund for Fiscal Year 2024.

Background

This is for donation collections for July 2024 through September 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	\$1,537.92
	0546.0546.003670	Use of Donations	\$97,551.17
	0546.0546.004100	Professional Services	\$3,849.29
	0546.0546.004105	Foster Home Care	\$1,908.15
	0546.0546.004231	Travel	\$1,125.31
	0546.0546.004232	Training	\$410.22
	0546.0546.004509	Facility Enhancements	\$164.97
	0546.0546.004975	Animal Medical Care	\$82.48

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ganae Hempe

Final Approval Date: 10/03/2024

Reviewed By

Becky Pruitt

Date

10/03/2024 10:16 AM

Started On: 10/03/2024 08:09 AM

Commissioners Court - Regular Session**30.****Meeting Date:** 10/08/2024

Approval of FY2025 Rates for 23RFP80 Property and Casualty and Worker's Comp TPA with Gallagher Basset for Risk Management

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 FY2025 countywide Risk policies rates through contract #23RFP80 for Property Casualty Workers' Comp Third Party Administrator, Gallagher Basset Services, Inc, previously awarded 9.12.2023 under agenda item #34, and authorizing the execution of the rate sheet.

Background

This item benefits the employees of Williamson County through the self-funded Property Casualty Workers' Compensation Program. Funding sources: Various. Department point of contact is Shannon Francis,

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Renewal rates

Form 1295 Gallagher

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 10/03/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/03/2024 11:59 AM

10/03/2024 12:34 PM

Started On: 10/03/2024 11:47 AM

FEE PER CLAIM - HANDLE TO CONCLUSION	Est. Claim Frequency	Per Claim Fee	Projected Service Fee
Workers' Compensation			
WC Medical Only	106	\$185	\$19,610
WC Indemnity (TX)	71	\$1,304	\$92,584
Incidents - Workers' Compensation	148	\$52	\$7,696
Total Workers' Compensation Fee Per Claim	325		\$119,890
Liability			
Auto Liability/Bodily Injury	12	\$983	\$11,796
Auto Liability/Property Damage	19	\$440	\$8,360
Auto/Physical Damage	11	\$321	\$3,531
General Liability/Bodily Injury	3	\$983	\$2,949
General Liability/Property Damage	11	\$440	\$4,840
Professional Liability	3	\$823	\$2,469
Incidents - Liability	0	\$52	\$0
Total Liability Fee Per Claim	59		\$33,945

ADMINISTRATIVE SERVICES	Quantity	Rate	Fee
Administrative Services			
Administration / Data Management			\$9,315
RMIS Standard License (2 RMIS Users)			Included
RMIS Additional Full-Access Users	2	\$500	\$1,000
RMIS Additional View-Only Users	1	\$250	\$250
\$0 Settlement Authority Surcharge	1	\$0	\$0
Total Administrative Services			\$10,565

TOTAL USD			\$164,400
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For the following two one-year optional renewal years, Gallagher Bassett proposes the per claim rates and associated fees increase 3.5% from year three to year four, and increase 3.5% from year four to year five.

We have included \$0 Settlement Authority at no cost in year one and two. We look forward to earning the trust of the County during the upcoming year of our partnership and would look to raise Settlement Authority in year three. In the event the County mandates \$0 Settlement Authority beyond year two, GB reserves the right to bill an annually adjusted fee.

GBCARE MEDICAL MANAGEMENT SERVICES

SERVICES	CHARGES
Fee Schedule (Bill Review / UCR)	\$8.50 Per Bill
All Other Savings <ul style="list-style-type: none"> • System Savings • Clinical Validation/Nurse Review (CV) • Preferred Provider Networks (PPO) • Out Of Network (OON) • Specialty Networks/Physical Therapy (PT) 	27 % of Savings 27 % of Savings 27 % of Savings 27 % of Savings 27 % of Savings
Electronic Receipt of Medical Bills	\$2 additional Per Bill
Telephonic Case Management	\$90 Medical Triage one time per file \$340 per claim (each 30 days)
Utilization Review Program	\$115 Outpatient Pre-Certification Letter Only Authorization Program - Included at no charge
UR Physician Review	\$270 per Review
California UR IMR Processing	\$125 per IMR Request
Medical Case Management and Vocational Rehabilitation - Hourly	\$115 per hour plus expenses \$135 per hour plus expenses - AK, CA, HI, NY \$175 per hour plus expenses Complex or CAT cases \$225 per hour plus expenses CAT - AK, CA, HI, NY
Priority Care 365	\$95 per call - Language line charges apply where utilized
Other State Services: <ul style="list-style-type: none"> • California MPN Service • Illinois PPP Service • New York PPO Service • Texas HCN Service • West Virginia MHCP Service 	For claims handled in the designated states (otherwise, Not Applicable) No additional fees beyond the normal Cost & Terms No additional fees beyond the normal Cost & Terms No additional fees beyond the normal Cost & Terms Percent of savings: 9.5% of total savings to include bill review, network access & Nurse triage. Available option if client enrolls in a West Virginia MHCP. If selected, fees include \$45 per claim. Network Management and Administration of \$45 per hour when required
Medical Cost Projection (MCP) and Clinical Recommendations	\$150 per Hour
Pharmacy Benefit Management (PBM)	Cost of prescriptions -- no charge for Bill Review or PPO reductions for PBM transactions

SERVICES	CHARGES
Durable Medical Equipment (DME) Program	Cost of medical equipment - no charge for Bill Review or PPO reductions for Prospective DME transactions
Dental Review Program	Charged on a per review basis

Client and GB agree as follows: If a vendor other than the GBCARE Medical Management Services preferred vendor is utilized, an administrative fee may apply in exchange for bona fide administrative services. The administrative services may include, but not be limited to overhead costs for the oversight and management of medical management vendors which includes the development and oversight of quality standards, development and maintenance of EDI interfaces and reports, and ensuring proper mandatory state compliance and reporting.

OTHER SERVICES

SERVICES	CHARGES
RMIS Additional Users (RMIS Standard License includes a set number of Full Access Users outlined under Administrative Services, and unlimited use of GB standard scheduled training classes)	RMIS View-only User, \$250 annually per user
	RMIS Full Access User, \$500 annually per user
Loss control	\$140 per hour
OSHA Reporting	\$6,000, OSHA platform to produce compliant OSHA 301 Report, 300 and 300a Logs, and electronic data file. Oversight and accuracy of all OSHA data is responsibility of the employer prior to posting or submitting any OSHA log.
Subrogation and Recovery	20% of net recovery amount less legal and collections expense based on recovery date Recoveries include subrogation, credits, lien waivers, file transfer (based on lien to date at time of transfer), and contribution or coverage handled in a separate action. Applies to all coverage types
Gallagher Bassett Investigative Services (GBIS)	
Special Fraud Investigations - SIU, Outside Field Investigations, Surveillance Investigations, Targeted Field Investigations	Prevailing hourly rate plus expenses
Targeted Database Searches, Self Service Database Searches	Prevailing rate per report
Gallagher Bassett Litigation Management Program (GBLMP)	
Invoice and Matter Management platform for adjusters/counsel	If utilized, 2% of net legal invoice (invoice net of disbursements and invoice review savings). Charged as discount off total payment remitted to counsel and will be reflected as an allocated expense on the claim file.
5 client licenses for Legal Analytics platform	
Attorney-led legal bill review	
Gallagher Bassett Compliance Services (GBCS)	
Medicare Set-Aside Services: Allocation, CMS Submission, Medicare Eligibility Inquiry (MEI), SSDI Verification, Medical Cost Projection (MCP)	Prevailing rate per each service Rush fees apply for MSA completed within 5 business days MSA Revision fees apply
Medicare Secondary Payer Services: BCRC Notification, Conditional Payment Research (CPR), Conditional Payment Negotiations (CPN), Conditional Payment Notice Evaluation, Conditional Payment Dispute, Securing Final Demand for Settlement (SFD), Release / Settlement Agreement Review, Lien Research and Resolution (Advantage Plan, Medicaid, Part D)	Prevailing rate per each service
Taxes	
Taxes	All applicable taxes will be added to the service fees where required

PROGRAM SPECIFIC TERMS AND CONDITIONS

1. Claim Count Reconciliation:

- Actual - Claims will be reconciled and billed monthly for the first 18 months and then at the 24th month and then every 12 months thereafter.

2. Billing and Payment Terms: Fees will be billed quarterly during the service period.

3. Claim Pricing Terms:

Handle to Conclusion:

Claims will be handled for the life of the file. There will be no additional per claim fees for existing claims except if it changes category.

Additional Charges:

There will be additional charges for ongoing Data Management (RISX-FACS®), RMIS users, Administration, Banking fees and monthly reports for as long as GB handles claims.

4. Account Administration includes the following:

- Client Services
- Client Accessible Dashboards & Reports via GB's RMIS & Analytics Platform
- 4 Telephonic Claim Strategy Meeting(s)
- Detailed Status Reports All Lines of Business @ \$50,000
- Settlement Consultation All Lines of Business @ \$0
- Loss Fund /Banking Services (SIMMS)
- Claim Reporting
- Data Transfer to Carrier(s)
- Acknowledgement Letter to Injured Employee WC
- Acknowledgement Letter to Claimant Liab

5. Claim Charges: Claim and incident fees will be assessed on a per occurrence, per claimant, per line of coverage basis.

6. This material is the proprietary, confidential property of Gallagher Bassett Services, Inc. It has been provided to you for the sole purpose of considering a quote for claims administration services. It is not to be duplicated or shared in any form with anyone other than the individuals of such prospective client that have a business need to know the information. It must be destroyed or returned to Gallagher Bassett Services, Inc. after its intended use.

7. Gallagher Bassett Services, Inc. will not pay a fee, commission, or rebate to any party for the privilege of presenting our proposal or in order to secure the awarding of any program to Gallagher Bassett Services, Inc.

8. Pricing is based on using GBCARE Medical Management Services preferred vendors for Bill Review, PPO, out-of-network, utilization review, telephonic case management, MSA and field case management.

GENERAL CONTRACT TERMS AND CONDITIONS

1. Independent Adjusters - If applicable, following any significant loss as a result of a single event (hurricane, tornado, flood, earthquake, etc.), GB reserves the right to retain outside resources (adjusters) when appropriate and those fees will be paid as an Allocated Expense off the file.
2. The pricing quoted in this Cost & Terms is based upon the data and information provided by Client, as well as existing legislative and regulatory requirements. Material inaccuracies or changes to the foregoing may require adjustments to the quoted pricing.
3. Taxes - All applicable taxes will be added to the service fees where required.
4. Allocated Expenses: Shall be your responsibility as applicable and shall include, but not be limited to:
 - Legal Fees
 - Legal Bill Review
 - Medical Examination
 - Professional Photographs
 - Travel made at client's request
 - Costs for witness statements
 - Court reporter service, translation, and interpretation
 - Record retrieval and copying services (Including medical and legal)
 - Accident reconstruction
 - Experts' rehabilitation costs
 - Chemist
 - Fees for service of process
 - Collection cost payable to third parties on subrogation
 - Architects, contractors
 - Engineer
 - Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss which must have the explicit prior approval of the client
 - Police, fire, coroner, weather, or other such reports
 - Property damage appraisals
 - Vehicle appraisals (vehicle damage assessment)
 - SIU, surveillance and sub rosa investigation
 - Official documents and transcripts
 - Pre- and post-judgment interest paid
 - Outside Field Investigations
 - Subrogation at 20% of net recovery
 - Index Bureau Reporting (All Coverages)
 - Second Injury Fund Recovery
 - Data Intelligence Self-Service Reports
 - Medical Management - Medical Management services may include, but are not limited to:
 - Preferred provider organization networks
 - Utilization review services
 - Automated state fee scheduling
 - Light duty/return-to-work programs
 - Medical case management and Vocational rehabilitation network
 - Prospective injury management services
 - Hospital bill audit services

DEFINITIONS

Incidents

An incident is a loss reported electronically through ClaimLine and/or the Web, or set up manually at the branch. GB will review the incident and make a courtesy call (if necessary) to determine if it is a claim or incident. GB will have full discretion in the determination and handling of these incidents and/or their conversion into claim status.

Workers' Compensation - Medical Only Claims

A work-related Claim that meets all of the following criteria:

- Payments for either indemnity or vocational rehabilitation were not required
- The Claim has not become contested or in suit
- No investigation required to determine compensability or subrogation requirements
- No loss notices, captioned reports, client meetings (other than routine meetings where the claim is listed and noted) or settlement consultation approvals were required
- Payments on the Claim do not exceed \$5,000
- Days open do not exceed 180 days

Workers' Compensation - Indemnity Claims

A work-related claim that is not a Medical Only Claim.

Auto Physical Damage (APD)

Investigate, evaluate and adjudicate all first-party claims which you report involving damage or loss of real or personal property. First-party claims will be managed and administered in accordance with our product guidelines.

Liability Claims

Investigate, evaluate and adjudicate all third-party claims for which you may be legally obligated. Third-party claims will be managed and administered in accordance with our product guidelines.

Professional Liability Claims

All professional liability claims are stat entry only. Stat Entry claim handling will only include: claim set-up, setting of initial reserve and ongoing updates based upon guidance from client, issuing payments.



Williamson County, Texas

10/01/2024 - 10/01/2025

ACKNOWLEDGEMENT OF COST & TERMS

The undersigned parties acknowledge and agree that this Cost & Terms is effective for the service period stated above.

Notices to Gallagher Bassett Services, Inc. should be directed to:

Gallagher Bassett Services, Inc.

2850 Golf Road

Rolling Meadows, Illinois 60008-4050

Attn: Legal Department

Email: GB-Contracts@gbtpa.com

ACCEPTED AND AGREED TO BY:

GALLAGHER BASSETT SERVICES, INC.

By: Stephanie L. Renguso

Print Name: Stephanie L. Renguso

Title: Corporate Counsel

Date: 09/16/2024

ACCEPTED AND AGREED TO BY:

Williamson County, Texas

By: _____

Print Name: _____

Title: _____

Date: _____

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.

Gallagher Bassett
Rolling Meadows, IL United States

Certificate Number:

2024-1222547

Date Filed:

10/03/2024

Date Acknowledged:

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.

23RFP80

Gallagher Bassett is the third-party claims administrator for Williamson County. Gallagher Bassett's parent company is Arthur J Gallagher (AJG). AJG is a publicly traded company on the NYSE.

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 Adam E Zgoda

and my date of birth is

[REDACTED]

My address is 2850 Golf Road, Rolling Meadows IL, 60008,
(street) (city) (state) (zip code)
USA (country)

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

Executed in Douglas County County, State of NE, on the 3rd day of October, 2024.
(month) (year)

Adam E Zgoda

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.**

Gallagher Bassett
Rolling Meadows, IL United States

Certificate Number:
2024-1222547

Date Filed:
10/03/2024

Date Acknowledged:
10/03/2024

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

Williamson County

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.

23RFP80

Gallagher Bassett is the third-party claims administrator for Williamson County. Gallagher Bassett's parent company is Arthur J Gallagher (AJG). AJG is a publicly traded company on the NYSE.

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**31.****Meeting Date:** 10/08/2024

Approval of Work Order Agreement for Unified Enterprise Support Services from Microsoft Corp for Information Systems

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 authorizing Work Order Agreement #202517 for Unified Enterprise Support Services with Microsoft Corporation per DIR Contract #DIR-CPO-4911 for the term of three (3) years beginning 11.01.24-10.31.27, in the amount of \$397,385.81, and authorizing the execution of the agreement.

Background

This work order agreement supports the Williamson County Information System's effort to maintain all Microsoft platforms used throughout the County. Microsoft Corporation offers Microsoft Master Services through the vendor contract #U9038431 with the State of Texas Department of Information Services, contract #DIR-CPO-4911. This services bundle provides system support through advisory, on-site and remote support, problem resolution, webcasts and other methods to assure Microsoft system functionality. Funding source is 01.0100.0503.004505 as per FY25 budget. Origination #783. The department point of contact is Alison Gleason. Vendor is publicly traded, therefore no Form 1295 required.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Microsoft Contract

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Barbi Hageman

Final Approval Date: 10/03/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/02/2024 04:58 PM

10/03/2024 08:17 AM

Started On: 09/23/2024 09:03 AM

Microsoft Enterprise Services Work Order TX DIR CPO-4911


Work Order Number
(Microsoft Affiliate to complete)

GVS12411-1003062-1003062

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Master Services Agreement reference **U9038431**, effective as of **11/15/2021** (the "Agreement"), the provisions of the Description of Services applicable to the Professional Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft," "we," "us," or "our" means the undersigned Microsoft affiliate.

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them. This Work Order is effective as of the date that Microsoft signs this Work Order. Regardless of any terms and conditions contained in a purchase order, if any, the terms of this Work Order apply.

Customer
Name of Customer (please print)
County of Williamson
Signature
Name of person signing (please print)
Title of person signing (please print)
Signature date
Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)

Microsoft Affiliate	
Name	
Microsoft Corporation	
Signature	
 <small>Josh Stikeleather (Sep 19, 2024 17:27 EDT)</small>	
Name of person signing (please print)	
Josh Stikeleather	
Title of person signing (please print)	
Support Specialist	
Signature date (effective date)	
09/19/2024	

Customer invoice information		
Name of Customer		Contact Name (Receives invoices under this Work Order)
County Of Williamson		Alison Gleason
Street Address		Contact E-Mail Address
Info Technology Srvs 301 SE Inner Loop-Suite 105		agleason@wilco.org
City	State/Province	Phone
Georgetown	TX	512-943-1680
Country	Postal Code	Fax
United States	78626-8207	

Support Services and Fees

Term.

Microsoft Enterprise Support Services will commence on **11/1/2024** (the "Support Commencement Date") and will expire on **10/31/2027** (the "Support Expiration Date").

Description of Services.

Please refer to the current Unified Support Services Description ("USSD") which will be incorporated by reference and is published by Microsoft from time to time at www.microsoft.com/unified-support-services-description. Microsoft may update the support services you purchase under this agreement from time to time, provided that the level of support services you purchase will not materially decrease during the current Term.

Services by Support Location:

YEAR 1 | Enhanced Designated Engineering | Modern Work - 2024-25 USA - SLG - Enterprise West 11/1/2024 - 10/31/2025		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
200 hr	Enhanced Designated Engineering Modern Work	Designated Support Engineering

YEAR 1 | Unified Enterprise Support - 2024-25 USA - SLG - Enterprise West 11/1/2024 - 10/31/2025		
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services
Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise On-demand Assessment	On-Demand Assessment

Included	Enterprise On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote
Included	Enterprise On-Demand Education	On-Demand Education
Included	Enterprise Online Support Portal	Administrative
Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise Reactive Support Management	Service Delivery Management
Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support

YEAR 1 | Unified Proactive Services Add on | Unified Proactive Svcs Enterprise Modern Work - 2024-25 USA - SLG - Enterprise West 11/1/2024 - 10/31/2025		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
1 ea	Onsite Visit	Onsite Support
1 ea	AI Governance Essentials 3D	IT Service Management

YEAR 2 | Enhanced Designated Engineering | Modern Work - 2025-26 USA - SLG - Enterprise West 11/1/2025 - 10/31/2026		
Quantity	Service	Service Type

Included	Service Delivery Management Extended	Service Delivery Management
200 hr	Enhanced Designated Engineering Modern Work	Designated Support Engineering

YEAR 2 | Unified Enterprise Support - 2025-26 USA - SLG - Enterprise West 11/1/2025 - 10/31/2026		
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services
Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise On-demand Assessment	On-Demand Assessment
Included	Enterprise On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote
Included	Enterprise On-Demand Education	On-Demand Education
Included	Enterprise Online Support Portal	Administrative
Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise Reactive Support Management	Service Delivery Management
Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support

YEAR 2 | Unified Proactive Services Add on | Unified Proactive Svcs Enterprise Modern Work - 2025-26 USA - SLG - Enterprise West 11/1/2025 - 10/31/2026		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
1 ea	Onsite Visit	Onsite Support

YEAR 3 | Enhanced Designated Engineering | Modern Work - 2026-27 USA - SLG - Enterprise West 11/1/2026 - 10/31/2027		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
200 hr	Enhanced Designated Engineering Modern Work	Designated Support Engineering

YEAR 3 | Unified Enterprise Support - 2026-27 USA - SLG - Enterprise West 11/1/2026 - 10/31/2027		
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services
Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise On-demand Assessment	On-Demand Assessment
Included	Enterprise On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote
Included	Enterprise On-Demand Education	On-Demand Education

Included	Enterprise Online Support Portal	Administrative
Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise Reactive Support Management	Service Delivery Management
Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support

YEAR 3 | Unified Proactive Services Add on | Unified Proactive Svcs Enterprise Modern Work - 2026-27 USA - SLG - Enterprise West 11/1/2026 - 10/31/2027		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
1 ea	Onsite Visit	Onsite Support

Support Services Fees.

The items listed in the table above represent the services that Customer has purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are non-refundable and prepaid at year one and subsequent anniversaries of the Support Commencement Date. Before Microsoft commences provision of Microsoft Support Services, Microsoft must receive a signed copy of this Work Order and Customer's payment, purchase order or, if applicable, completed Customer invoice information above. Microsoft will invoice Customer, and Customer agrees to pay Microsoft within **30** calendar days of the date of Microsoft invoice. Please note that failure of payment to Microsoft may result in service

suspension. Microsoft reserves the right to adjust Microsoft fees in connection with implementing any changes requested by Customer to the Microsoft Support Services ordered herein. Any modified fees will be documented in an amendment.

Support Services Fee Summary	Year 1 11-01-2024 – 10-31-2025	Year 2 11-01-2025 – 10-31-2026	Year 3 11-01-2026 – 10-31-2027	Total
Appraised Product Spend	USD 1,027,876.00	USD 1,027,876.00	USD 1,027,876.00	USD 3,083,628.00
Enterprise Microsoft Unified	USD 79,861.37	USD 79,861.37	USD 79,861.37	USD 239,584.11
Adjustments	(USD 15,173.59)	(USD 6,388.88)	(USD 5,749.99)	(USD 27,312.46)
Sub-Total: Microsoft Unified	USD 64,687.78	USD 73,472.49	USD 74,111.38	USD 212,271.65
Proactive Services Add-on	USD 103,330.00	USD 89,302.50	USD 92,358.50	USD 280,991.00
Adjustments	(USD 14,882.77)	(USD 5,144.23)	(USD 4,849.84)	(USD 24,876.84)
Subtotal Add-Ons	USD 88,447.23	USD 84,158.27	USD 87,508.66	USD 256,114.16
Flex Allowance	(USD 25,000.00)	(USD 25,000.00)	(USD 25,000.00)	(USD 75,000.00)
Total Fees (excluding taxes)	USD 128,135.01	USD 132,630.76	USD 136,620.04	USD 397,385.81

*The Microsoft Unified fees described above are based on a tiered rate structure along with the total value each year for Customer's validly licensed, commercially released and generally available Microsoft products, and cloud services subscriptions as identified in Appendix A of this Work Order (collectively, the "Appraised Product Spend") to calculate Customer's Microsoft Unified fees for the **3 Years** Support Term.

Prior to each contract anniversary of the Support Commencement Date, Customer's Appraised Product Spend will be re-calculated for the upcoming contract year. If Customer's product spend increases over the previous 12 months ("Actual Product Spend") by more than **five percent (5%)** above the Appraised Product Spend shown for that year in the Support Services Fee Summary table above, Microsoft will recalculate the associated Microsoft Unified fees for the upcoming contract year. The recalculated Microsoft Unified fees will be based on the Actual Product Spend and the Unified rates listed in the Rate Table below. Microsoft will invoice the customer for the difference between the re-calculated price and the original scheduled Microsoft Unified fees sub-total from the Support Services Fee Summary table above. Customer agrees to pay Microsoft such additional amounts within **30** calendar days of the date of Microsoft's invoice. Please note that failure of payment to Microsoft may result in service suspension. Enterprise Customer may receive additional Flex Allowance which may be applied towards new proactive services, enhanced services and solutions services, and/or custom proactive services. Should Customer fail to allocate the Flex Allowance prior to the contract anniversary, Microsoft may apply the additional Flex Allowance towards new proactive credits.

Microsoft Unified – Rate Table			
Enterprise package	Server	User	Azure
Year 2 Discounted Rate %	9.2%	6.9%	9.2%
Year 3 Discounted Rate %	9.28%	6.96%	9.28%

Appraised Product Spend by Category				
	Server	User	Azure	TOTAL
Year 1	USD 88,890.15	USD 917,051.16	USD 21,935.11	USD 1,027,876.00
Year 2	USD 88,890.15	USD 917,051.16	USD 21,935.11	USD 1,027,876.00
Year 3	USD 88,890.15	USD 917,051.16	USD 21,935.11	USD 1,027,876.00

Billing Schedule	Billing Date (M/d/yyyy)	Fee USD
One Time Payment	11/1/2024	128,135.01
One Time Payment	11/1/2025	132,630.76
One Time Payment	11/1/2026	136,620.04
Total Fees (excluding taxes)		397,385.81

Customer Named Contact(s).

Any changes to the named contacts should be submitted to Microsoft Contact.

Name of Customer Support Service Administrator		
Alison Gleason		
Street Address		Contact E-Mail Address
301 SE Inner Loop Ste 104		agleason@wilco.org
City	State/Province	Phone
GEORGETOWN	TX	512-943-1680

Country	Postal Code	Fax
United States	78626-8207	

Use, ownership, restrictions and rights.

Products.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region. "Product Terms" means the information about Microsoft Products and Professional Services available through volume licensing. The Product Terms are published on the Volume Licensing Site and is updated from time to time. "Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

Fixes.

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services (all support, planning, consulting and other professional services or advice, including any resulting deliverables provided to Customer under this Work Order, to address a specific issue. "Professional Services" means Product support services and Microsoft consulting services provided to Customer under this Work Order. "Professional Services" or "services" does not include Online Services, unless specifically noted.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

Pre-existing Work.

"Pre-existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Work Order.

All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

Services Deliverables.

“Services Deliverables” means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft’s performance of Professional Services. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the Services Deliverable, solely in the form delivered to Customer and solely for Customer’s internal business purposes, subject to the terms and conditions of this Work Order.

Non-Microsoft software and technology.

Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products, Fixes, or Services Deliverables.

Affiliates’ rights

“Affiliate” means any legal entity that controls, is controlled by, or that is under common control with a party. “Control” means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

Customer may sublicense the rights contained in this section relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

Restrictions on use.

Customer must not (and is not licensed to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Work Order or Product documentation, Customer must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend any Products, Fixes, or Services Deliverables, in whole or in part, or use them to offer hosting services to a third party.

Reservation of rights.

Products, Fixes, and Services Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

Microsoft Professional Services Data Protection Addendum and Confidentiality.

"Professional Services Data" means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by, or on behalf of, Customer (or that Customer authorizes Microsoft to obtain from an Online Service) or otherwise obtained or processed by or on behalf of Microsoft through an engagement with Microsoft to obtain Professional Services.

The data protection terms applying to Professional Services in effect on the effective date of this Work Order and available at <https://aka.ms/eswodpa> are incorporated herein by this reference.

For liability arising out of either party's confidentiality obligations relating to Professional Services Data provided under this Work Order, each party's maximum, aggregate liability to the other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer paid for the applicable Professional Services under this Work Order.

Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft Contact Name	
Leslie Foster	
Phone	Contact E-Mail Address v-lfoster@microsoft.com

Appendix A

As of the Support Commencement Date, below is a list of your declared licensing enrollments and agreements for which Microsoft will provide support services as defined within this Work Order.

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number/Billing Account ID
WILLIAMSON COUNTY	Enterprise 6	77605578
WILLIAMSON COUNTY-77605578-AZURE COMMERC	Enterprise 6	7348690
WILLIAMSON COUNTY-77605578-AZURE WC	Enterprise 6	6382663
WILLIAMSON COUNTY	Select Plus	7118883

Commissioners Court - Regular Session**32.****Meeting Date:** 10/08/2024

Approval of Purchase for Adobe Enterprise License Agreement from SHI Government Solutions, Inc. for Information Systems

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 agreement #202521 between Williamson County and SHI Government Solutions, Inc. for Adobe Enterprise licenses and subscription renewals, for a total amount of \$120,655.00 pursuant to Sourcewell contract #081419-SHI, and authorizing the execution of this agreement.

Background

The Adobe license renewals and subscription cover the term of 10.22.24-10.21.25. Quote attached provides for 10,000 Adobe Sign transactions, Adobe Acrobat Pro Enterprise Term license, Adobe Creative Cloud Enterprise Term license and Adobe Creative Cloud Single App Enterprise Term license, for complete PDF solutions. Pricing has been verified. Funding Source is 01.0100.0503.005741 for FY25. Origination #780. The department point of contact is Minnie Beteille.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

SHI Contract

Form 1295 SHI

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Barbi Hageman

Final Approval Date: 10/03/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/02/2024 04:49 PM

10/03/2024 08:24 AM

Started On: 09/23/2024 03:10 PM

WILLIAMSON COUNTY PURCHASE CONTRACT

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS PURCHASE CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **SHI Government Solutions, Inc.** (hereinafter "Vendor"), both of which are referred to herein as the parties. The County agrees to purchase and the Vendor agrees to sell the goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods: Vendor shall provide County the goods described in the attached Quote being marked as **Exhibit "A,"** which is incorporated herein.

Should the County choose to purchase goods in addition to those described in **Exhibit "A,"** such additional goods shall be described in a separate written amendment to this Contract wherein the additional goods shall be described and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Vendor shall not provide any additional goods and the County shall not be obligated to pay for any additional goods unless a written amendment to this Contract has been signed by both parties.

II.

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

III.

Consideration and Compensation: County shall pay Vendor for the goods in the amount set out in **Exhibit "A."** Payment for the goods shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; or (2) the date the Williamson County Auditor

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

IV.

Confidentiality: Vendor expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Vendor shall not in any sense be considered a partner or joint venturer with the County, nor shall Vendor hold itself out as an agent or official representative of the County. Vendor shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Vendor or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE VENDOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. VENDOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM

AND AGAINST THRID PARTY CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF VENDOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

Limitation of Liability: NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY COUNTY TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. THE COUNTY ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT VENDOR WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

VII.

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

VIII.

Compliance With All Laws: Vendor agrees and will comply with any and all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

X.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XI.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XII.

Right to Audit: Vendor agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the good to be provided under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that the County shall have access during normal working hours to all reasonable Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Vendor reasonable advance notice of intended audits; however, such audits shall not be conducted more than once per twelve (12) month period and shall not be conducted on a contingency fee basis.

XIII.

Good Faith Clause: Vendor agrees to act in good faith in the performance of this Contract.

XIV.

No Assignment: Vendor may not assign this Contract.

XV.

Foreign Terrorist Organizations: Vendor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVI.

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

XVII.

Damage to County Property: Vendor shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Vendor and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Vendor shall notify County in writing of any

such damage within one (1) calendar day.

XVIII.

Media Releases: Vendor shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XIX.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

XX.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

- A. As described in the attached Quote, and being marked **Exhibit "A"**; and
- B. The cooperative purchasing contract (**Sourcewell Contract 081419-SHI**)

The County reserves the right and reasonable discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

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

WILLIAMSON COUNTY:

Authorized Signature

Printed Name

Date: _____, 20____

VENDOR:

SHI International Corp.

Name of Vendor

DocuSigned by:

Michael Drecolias

EC8926B82F5D48A...

Authorized Signature

Michael Drecolias

Printed Name

Date: 9/19/2024, 20____

Approved as to Legal Form

JACQUELINE LENTZ

General Counsel, Commissioners Court

Date: Sep 19 2024 Time: 4:43 pm

Reviewed by Contract Audit

SARA GREER, CGAP

Contract Auditor

Williamson County Auditor's Office

Date: Sep 20 2024 Time: 6:44 am

[REDACTED]

**Exhibit “A”
Quote**



Pricing Proposal

Reference #: 184832
Created On: 9/5/2024
Valid Until: 10/21/2024

TX-County of Williamson

Tammy McCulley

301 SE Inner Loop
Suite 105
Georgetown, TX 78626
UNITED STATES
Phone:
Fax:
Email: tmcculley@wilco.org

Inside Account Manager

Jonathan Gaudet

3828 Pecana Trail
Austin, TX 78749
Phone: (800) 870-6079 Option 2
Fax: 512-732-0232
Email: Jonathan_Gaudet@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Adobe Sign for enterprise Subscription Adobe - Part#: 65315738 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 10/22/2024 – 10/21/2025 Note: 10,000 trans (18,000 MSRP)	1	\$16,945.00	\$16,945.00
2	Adobe Acrobat Pro Enterprise Term License - Per User - 12 Months Adobe - Part#: 65286686 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 10/22/2024 – 10/21/2025 Note: (101 MSRP)	850	\$81.00	\$68,850.00
3	Adobe Creative Cloud Enterprise Term License - Per User - 12 Months Adobe - Part#: 65274430 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 10/22/2024 – 10/21/2025 Note: CC All Apps (855 MSRP)	12	\$783.75	\$9,405.00

4	Adobe Creative Cloud Single App Enterprise Term License - Per User - 12 Months	30	\$378.25	\$11,347.50
	Adobe - Part#: 65300291			
	Contract Name: Sourcewell- Technology Catalog Solutions			
	Contract #: 081419-SHI			
	Coverage Term: 10/22/2024 – 10/21/2025			
	Note: CC Single App (450 MSRP)			

5	Adobe Creative Cloud Enterprise Term License - Per User - 12 Months	18	\$783.75	\$14,107.50
	Adobe - Part#: 65274430			
	Contract Name: Sourcewell- Technology Catalog Solutions			
	Contract #: 081419-SHI			
	Coverage Term: 10/22/2024 – 10/21/2025			
	Note: CC All Apps - (855 MSRP)			

Total	\$120,655.00
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Additional Comments

Please Note: Adobe has a zero returns policy.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

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:
2024-1220234

Date Filed:
09/27/2024

Date Acknowledged:

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

SHI Government Solutions
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.

081419-SHI
Adobe Software

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Williamson County	Georgetown, 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 _____, _____, _____, _____, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 27th day of September, 2024.
(month) (year)

Natley Ravipati

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.

SHI Government Solutions
Austin, TX United States

Certificate Number:
2024-1220234

Date Filed:
09/27/2024

Date Acknowledged:
09/30/2024

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

Williamson County

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.

081419-SHI
Adobe Software

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Williamson County	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**33.****Meeting Date:** 10/08/2024

Approval of Lease Extension #2 for Randall Fischer for Blackland Heritage Park Farm Lease for Parks Department

Submitted By: Cheryl Johnson, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing Renewal #1 of Contract #T4520, Blackland Heritage Farm Lease, for the same terms and conditions as the existing contract, with the exception of an annual price change to \$29,711.00 annually, for the term of October 1, 2024 – September 30, 2025, with Randall Fischer, and authorizing execution of the renewal agreement.

Background

This is the second (2nd) of three (3) renewal terms. The Parks Department has confirmed that Lessee met all County requirements for this contract and requests renewal. The revenue from this contract will be deposited into P316 Blackland Heritage County Park. Point of Contact is Russell Fishbeck.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Renewal 2 Blackland Heritage Farm Lease
Renewal 1 Blackland Heritage Farm Lease
Original Agreement Blackland Heritage Farm Lease
1295 for Blackland Heritage Park Farm Lease

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Cheryl Johnson
Final Approval Date: 10/03/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

10/02/2024 05:07 PM
10/03/2024 08:32 AM
Started On: 10/01/2024 07:51 AM

LEASE EXTENSION AGREEMENT

Lessor: Williamson County, Texas, a political subdivision of the State of Texas

Lessor's Mailing Address:

710 Main Street
Suite 101
Georgetown, Texas 78626

Lessee: Randall Fischer

Lessee's Mailing Address:

1057 Doves Landing Ct.
Salado, Texas 76571

Farm Lease Subject of this Farm Lease Extension Agreement:

The Farm Lease Agreement dated August 27, 2021, by and between Williamson County, Texas, as Lessor, and Randall Fischer, as Lessee, ("Farm Lease"), which is incorporated by reference, wherein Lessor agreed to lease approximately 227 acres, more or less, out of a greater 353.692 acre tract situated in the Silas Palmer Survey, Abstract No. 499, Williamson County, Texas, ("Premises"), to Lessee for the purposes described therein.

Agreement to Extend Farm Lease:

Extended Term: The Lessor and Lessee (hereinafter collectively referred to as the "Parties") hereby agree to extend the Farm Lease for an additional term of one (1) year beginning October 1, 2024 and ending on September 30, 2025 ("Extended Term").

Rent for Extended Term:

Lessee agrees to pay to Lessor annually as rent for the Premises during the Extended Term the annual sum of \$29,711.00 (approximately 227 acres at approximately \$131 per acre). The payment of the rental amounts during the Extended Term shall be paid in two (2) separate and equal installments of \$14,855.50, with the first installment being due on or before May 31, 2024, and the second installment being due on or before September 30, 2024. All rental payments must be payable to Williamson County, Texas and be hand delivered or mailed to:

Williamson County Parks & Recreation Department
ATTN: Parks Director
219 Perry Mayfield
Leander, TX 78641

Amendment of Farm Lease Agreement Terms, Covenants and Conditions:

To the extent that any terms, covenants or conditions of the Farm Lease contradict or conflict with the terms of this farm Lease Extension Agreement, the terms of this Farm Lease Extension Agreement shall control. All other existing terms, covenants and conditions of the Farm Lease shall remain in full force and effect during the Extended Term and any tenancy thereafter.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Lease Extension Agreement to be effective as of the date of the last party's execution below.

LESSOR:

Williamson County, Texas

By: _____
County Judge/Presiding Officer

Date: _____

LESSEE:

Randall Fischer

By: Randall Fischer

Printed Name: Randall Fischer

Date: 9-25-24

LEASE EXTENSION AGREEMENT

Lessor: Williamson County, Texas, a political subdivision of the State of Texas

Lessor's Mailing Address:

710 Main Street
Suite 101
Georgetown, Texas 78626

Lessee: Randall Fischer

Lessee's Mailing Address:

1057 Doves Landing Ct.
Salado, Texas 76571

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Agreement to Extend Farm Lease:

Extended Term: The Lessor and Lessee (hereinafter collectively referred to as the "Parties") hereby agree to extend the Farm Lease for an additional term of one (1) year beginning October 1, 2023 and ending on September 30, 2024 ("Extended Term").

Rent for Extended Term:

Lessee agrees to pay to Lessor annually as rent for the Premises during the Extended Term the annual sum of \$29,048.00 (approximately 227 acres at approximately \$128.00 per acre). The payment of the rental amounts during the Extended Term shall be paid in two (2) separate and equal installments of \$14,524.00, with the first installment being due on or before May 31, 2024, and the second installment being due on or before September 30, 2024. All rental payments must be payable to Williamson County, Texas and be hand delivered or mailed to:

Williamson County Parks & Recreation Department
ATTN: Parks Director
219 Perry Mayfield
Leander, TX 78641

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IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Lease Extension Agreement to be effective as of the date of the last party's execution below.

LESSOR:

Williamson County, Texas

By: Valerie Covey
Bill Gravell, Jr.,
Williamson County Judge

Date: Sep 12, 2023, 20

LESSEE:

Randall Fischer

By: Randall Fischer
Printed Name: Randall Fischer

Date: 8-21, 2023

FARM LEASE

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS FARM LEASE (the "Lease") is made and entered into by and between Williamson County, Texas, being a political subdivision of the State of Texas, hereinafter referred to as "Lessor", and **Randall Fischer**, hereinafter referred to as "Lessee."

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of approximately Two Hundred Twenty Seven (227) acres, more or less, situated in Williamson County, Texas, as described in Exhibit "A" (the "Premises"), subject to the following terms and conditions:

ARTICLE 1: LEASE TERM; EXTENSION TERM(S)

A. Initial Term. The Initial Term of the Lease shall be two (2) years and will commence on October 1, 2021 and will terminate on September 30, 2023, unless sooner terminated in accordance with the Farm Lease ("Initial Term").

B. Extension Term(s). On or before the termination date of the Initial Term or any current Extension Term of the Farm Lease, the Lessor, acting by and through the Williamson County Commissioners Court, reserves the right, at its sole discretion, to extend the Lease for up to three (3) additional one (1) year terms as it deems in the best interest of Williamson County; provided that the Lessee also wishes to extend the Lease. The Extension Term, if any, shall begin on the expiration of the Initial Term or the then current Extension Term of this Lease, as applicable. All terms, covenants, and provisions of this Lease shall apply to any such Extension Term(s). The total term of this Lease, including all Extension Terms, if any, shall not exceed a maximum combined period of sixty (60) months.

ARTICLE 2: RENT; PAYMENT OF RENT

A. Annual Rent During Initial Term. Lessee agrees to pay to Lessor annually as rent for the Premises during the Initial Term the annual sum of **\$26,105.00** (approximately 227 acres at **\$115.00** per acre).

B. Rent Adjustment For Extension Term(s). Following the Initial Term, the annual rent for each Extension Term will be adjusted on the first day of each Extension Term (the "Adjustment Date") to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjustments in the then current rent will be determined by multiplying the annual rental amount paid during the Initial Term ("Initial Base Rent") by a fraction, the numerator of which is the index number for most recently released index before the adjustment and the denominator of which is the index number for the first month of the Initial Term. If the product is greater than the Initial Base Rent, Lessee will pay this greater amount as base rent until the next rental adjustment. The base rent for any Extension Term will never be less than the Initial Base Rent.

C. The payment of the rental amounts during each Lease Period of the Term shall be paid in two (2) separate and equal installments, with the first installment being due on or before May 31st and the second installment being due on or before September 30th.

D. All rental payments must be made payable to Williamson County and be hand delivered or mailed to Williamson County Parks & Recreation Department, ATTN: Parks Director, 219 Perry Mayfield, Leander, TX 78641.

ARTICLE 3: TAXES

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

ARTICLE 4: SUBORDINATION

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the property.

ARTICLE 5: USE OF PREMISES

Lessee shall use the Premises solely for the purpose of planting, raising and harvesting crops, together with all other purposes and activities usually and customarily associated with a farming operation in Williamson County, Texas. Lessee hereby acknowledges and understands that Lessor may lease property adjoining the Premises for the purpose of cattle grazing and pecan harvesting and that Lessee shall only have

farming rights to the Premises and shall not have any rights to farm such adjoining acreage.

ARTICLE 6: UTILITIES

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the Term of this Lease, including any costs of installation and connection fees.

ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

A. To pay and provide the rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the Premises and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises; cultivate the Premises in a timely, thorough, and farmer-like manner, employing the best methods of farming customarily practiced on like crops in the area and keep, repair and maintain all existing fencing, if any, during the Term of this Lease .

B. Lessee agrees to not use the Premises for any purpose other than for planting, raising and harvesting crops or to alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of permanent or temporary improvement without Lessor's prior written consent. Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so.

C. Lessee assumes the risk of loss on all property and all improvements, including any crops, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.

D. Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during this Lease, shall become the property of Lessor, or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the Term of this Lease .

E. To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times.

F. Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the local municipality, the County of Williamson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

G. Keep all gates on the Premises closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.

ARTICLE 8: LESSOR'S COVENANTS

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the Term of this Lease, subject to the termination rights set forth herein.

ARTICLE 9: INDEMNIFICATION & INSURANCE

A. **INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE PREMISES OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF OTHER PERSONS, AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE.**

B. Insurance: In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during the Term of this Lease , at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least \$1,000,000.00, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during the Term of this Lease , at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up.

Lessee shall, within ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year.

ARTICLE 10: BREACHES BY LESSEE

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for ten (10) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in breach and Lessor may:

A. enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or

B. may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due

and payable by Lessee to Lessor as additional rent within five (5) calendar days after same is sent to Lessee by Lessor; or

C. terminate this Lease, without liability, by written notice to Lessee, in which event, the Lease hereby created shall terminate on the tenth (10th) day after such notice is given and Lessee shall within such ten (10) day period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

Upon the occurrence of any breach, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Premises, until the breach is cured, without being liable for damages.

ARTICLE 11: BREACHES BY LESSOR

Breaches by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its breach within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

ARTICLE 12: VOLUNTARY TERMINATION

Lessor or Lessee may terminate this Lease, without cause and for convenience, upon giving three hundred sixty five (365) day's written notice to the other party. Upon the termination of this Lease by Lessee for convenience and without cause, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all remaining rental amounts that may be due hereunder for the Lease period in which Lessee terminates in. In the event that Lessor exercises its right to terminate this Lease for convenience and without cause, Lessor shall be obligated to reimburse Lessee, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of the Lease Period in which Lessor terminates in.

ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

ARTICLE 14: LESSOR TO HAVE LIEN

Lessor will have a lien against all goods, equipment and other personal property of Lessee brought, stored, or kept on the Premises during the Term of this Lease , in the aggregate amount of all rent, consideration, damages, and other sums that may at any time be owed by Lessee to Lessor under this Lease. In the event of any breach by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed.

ARTICLE 15: RIGHT TO SELL

It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Premises, in whole or in part, at any time during the Term of this Lease. If during the Term of this Lease , the Premises are sold by Lessor to a third party, this Lease shall terminate three hundred sixty five (365) days from the date in which Lessor gives Lessee notice that the Premises has been sold and Lessee shall vacate the Premises.

ARTICLE 16: ELECTION BY LESSOR NOT EXCLUSIVE

The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by Lessee shall not act to waive any other additional consideration, rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

ARTICLE 17: LIMITATIONS OF WARRANTIES

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR

WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PREMISES, (C) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

ARTICLE 18: CONDEMNATION

If during the Term of this Lease, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the premises. If only a part of the premises shall be so taken or sold, but the remainder of the premises is not capable of being used for the purposes set forth herein, Lessor may terminate this Lease, without liability, at any time within forty-five (45) calendar days following such taking or sale. Any and all payments made for or arising from any such taking or for damages to the premises resulting therefrom shall belong and be payable entirely to Lessor.

ARTICLE 19: SOIL TEST

During the last month of the First Lease Period of the Lease Term, the Williamson County Parks Department may, at its discretion, obtain a Soil Test. The results of a Soil Test will be discussed with Lessee and Lessee must employ necessary agronomic and conservation techniques to improve the Premises. In the event Lessee fails to employ necessary agronomic and conservation techniques to improve the Premises, such failure will constitute a breach hereunder and Lessor may exercise its rights under Article 10. Furthermore, any failure of Lessee to employ necessary agronomic and conservation techniques to improve the Premises will, to the extent allowed by law, be considered by Lessor in relation to any future lease offerings of the Premises should Lessee submit a bid, proposal or offer to lease the Premises.

ARTICLE 20: MISCELLANEOUS PROVISIONS

A. **Gender, Number and Headings.** Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

B. **Place of Performance.** This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

C. **Terms Inclusive.** As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

D. **Severability.** If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

E. **Governmental Immunity.** Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

F. **No Assignment or Lease by Lessee.** Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.

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

H. **NOTICES.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following address:

LESSOR: Williamson County Judge (or successor)
301 S.E. Inner Loop, Ste. 109
Georgetown, Texas 78626

With copy to: Williamson County Parks & Recreation Department
ATTN: Parks Director
219 Perry Mayfield
Leander, TX 78641

LESSEE: At the address listed on the signature page below.

I. **Compliance with All Statutes and Regulations.** Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.

J. **Entire Agreement.** This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee

relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

EXECUTED this 27 day of August, 2021.

Lessor:

Williamson County, Texas

By: _____
Bill Gravell, Jr.,
Williamson County Judge

Lessee:

By: Randall Fischer

Printed Name: Randall Fischer

Title: CFO/owner

Address:

1057 Poves Landing Ct
Salado TX 76571

Telephone: (512) 269 3427
Fax: (512) _____

Exhibit "A"

Being approximately 227 acres, more or less, out of a greater 353.692 acre tract situated in the Silas Palmer Survey, Abstract No. 499, Williamson County, Texas, with said greater tract being more particularly described by metes and bounds in a Special Warranty Deed recorded under Document No. 2008007749, Official Records, Williamson County, Texas. The said 227 acres, which is referenced in this Farm Lease as being the "Premises", is further depicted in the aerial photograph below.



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.
Randall Fischer
Salado, TX United States

Certificate Number:
2024-1217022

Date Filed:
09/19/2024

Date Acknowledged:
09/26/2024

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

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.
T4520
Farm county property at Heritage Park

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 Randall Fischer

My address is [REDACTED]

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

Executed in Williamson County, State of TX, on the 30 day of Sept, 2024
(month) (year)

Randall Fischer

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.

Randall Fischer
Salado, TX United States

Certificate Number:
2024-1217022

Date Filed:
09/19/2024

Date Acknowledged:

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.

T4520
Farm county property at Heritage Park

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**34.****Meeting Date:** 10/08/2024

Approval of Renewal #1 for Williamson County Tennis Operations and Pro Shop Manager Agreement for Rippner for Parks Department

Submitted By: Theresa Gross, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action to authorize Renewal #1 for Contract #22RFP12 Tennis Operations and Pro Shop Manager for Rippner Tennis for the Parks Department, for the same terms and conditions, extending the contract from September 14, 2024, to September 13, 2025.

Background

This is the first (1st) of three (3) one-year renewals for contract #22RFP11Tennis Operations and Pro Shop Manager Agreement for Rippner Tennis for the Parks Department. The Parks Department has confirmed that the vendor met all County requirements for this contract and requests renewal. Revenue line: 01.0100.0000.347001. Point of contact is Russell Fishbeck, Parks.

Fiscal Impact

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

Attachments

Renewal 1 Rippner
Original Contract
Form 1295 Rippner Tennis

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Theresa Gross
Final Approval Date: 10/03/2024

Reviewed By

Joy Simonton
Becky Pruitt

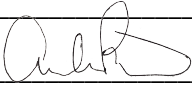
Date

10/02/2024 05:03 PM
10/03/2024 09:29 AM
Started On: 10/01/2024 01:02 PM



Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	22RFP112	Department:	Parks
Vendor Name:	Rippner Tennis		
Purpose/Intended Use of Product or Service (summary):			
Tennis Operations and Pro Shop Manager			
Type of Contract:	RFP	Start Date:	9/14/2024
Purchasing Contact:	Cheryl Johnson	End Date:	9/13/2025
Department Contact:	Russell Fishbeck		
<ul style="list-style-type: none">Williamson County wishes to extend this bid/proposal for the same terms, and conditions as the existing contract. The revenue terms for existing items stay the same. See detailed information attached.PLEASE INCLUDE THE FOLLOWING:<ul style="list-style-type: none">COMPLETED 1295 FORM; ANDRENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.			
Renewal Option Period 3 Renewal Option Period 2 Renewal Option Period 1 September 14, 2024 – September 13, 2025 Initial Contract Period September 13, 2022 – September 13, 2024			
\\BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE			
Vendor <u>RippnerTennis</u>	Williamson County, 710 Main St., Georgetown, TX 78626		
Name <u>Brie Rippner</u>	Bill Gravell, Jr		
Title <u>CEO</u>	Williamson County Judge		
Signature <u></u>	Signature _____		
Date <u>9/28/2024</u>	Date _____		

Tennis Pro Manager
Southwest Williamson County Regional Park
PROPOSAL SPECIFICATIONS

PURPOSE

The Williamson County Parks Department (hereinafter “County”) is pleased to offer an exciting opportunity to provide professional services for tennis operations and pro shop management (hereinafter “Concession”) at the Southwest Williamson County Regional Park.

The County is seeking proposals for a thirty-six (36) month service contract with two (2) optional one (1) year extensions, from a well-qualified individual or firm experienced in tennis management. The Tennis Pro Manager (hereinafter “prospective Concessionaire”) shall ultimately be the successful respondent of this RFP, and will be responsible to manage the pro shop, court reservations, collection of fees, provide lessons, leagues, youth programs, and will generally promote the sport of tennis at the Southwest Williamson County Regional Park. Limited food and beverage concessions items may also be provided.

The prospective Concessionaire shall demonstrate the ability to perform in this type of business, clearly articulate achievable plans for operation, and document compliance with appropriate laws and regulations. They shall demonstrate the ability to implement a concession program that will meet or exceed the objectives of the County, as well as incorporate innovative ideas that are appropriate for this concession.

The prospective Concessionaire shall provide details of their experience and qualifications that demonstrate an ability to effectively provide quality service and programs. **It is the intent of this RFP for the Tennis Pro Manager to outline his/her operation in a Proposal using the specifications contained herein.** The following Specifications for the operation of the concession are followed by Proposal Evaluation and Selection Process provisions.

The County’s goals are to:

- Provide the public with the best and most satisfactory service from the concession,
- Ensure that the operation is well-maintained, safe and compliant with appropriate laws and regulations, and
- Ensure the County receives adequate and appropriate compensation from private businesses allowed to operate on County park property.

Note: Historical customer traffic and revenue data is available upon request.

LOCATION

The concession will be located and operated at [Southwest Williamson County Regional Park](#), 3005 County Road 175, Leander, TX, 78641. The park is open daily 7:30am-10pm, year-round, unless dictated by an unforeseen emergency or interruption in services beyond the County’s control (e.g. natural disaster, utilities interruption, etc.). The park is approximately 814 acres, and contains eight (8) lighted tennis courts, a tennis pro shop, eleven (11) sports fields, one (1) cricket field, six (6) lighted basketball courts, two (2) lighted softball/baseball fields, approximately 5.25 miles of multi-use trails, a playscape, an 18-hole disc golf course, Quarry Splash Pad, over 1,000 parking spaces, five (5) restrooms, four (4) large and two (2) small open-air reservable pavilions.

SCOPE OF SERVICES

- a) It is the intent of this Contract to provide an optimum public professional tennis program, both in maximum hours and days of operation as well as goods and services provided. The prospective Concessionaire shall provide professional tennis services as described herein (or alternatives that are approved in writing and in advance by the County) and shall provide all labor, material, equipment, and insurance required herein.
- b) The prospective concessionaire will:
 - a. Be allowed to use the equivalent of four (4) of the eight (8) tennis courts for programming, lessons, clinics, leagues, camps, and limited concessions as approved by the County, and
 - b. Manage the equivalent of four (4) of the eight (8) tennis courts for general public use.
- c) This is a revenue-sharing contract. The prospective concessionaire shall operate the concession in a manner consistent with the use as a tennis center and shall collect daily tennis court fees, annual fees, league fees, tournament fees and any other fee that is authorized to be collected by the County. The prospective concessionaire must submit a five-year pro-forma, which shall include an amount or percentage of all compensation to be provided to the County. The County reserves the right to negotiate prices with the selected concessionaire. The Pro Manager shall be liable to the County for funds collected until such funds are actually tendered to County for deposit into the County's account.
- d) The prospective concessionaire shall have the right to operate and manage the tennis center, in conformance to the terms of the RFP and the Proposal selected by the County. The prospective concessionaire shall have the right to conduct the following during the term of the Contract: (1) Private or group lessons, (2) Leagues, (3) Tournaments, and (4) General Public play. The prospective concessionaire must coordinate with the County to confirm that proposed dates of intended use do not conflict with any other activities or events.
- e) The prospective concessionaire shall not provide services or merchandise that does not directly promote the use of the facilities as a tennis center nor install any amusement devices without the prior written approval of the County. Additionally, the prospective concessionaire shall:
 - a. Maintain hours of operations as established in the selected Proposal.
 - b. Hire and staff the tennis center; ensuring that all employees and volunteers pass a criminal background check before having access to the visiting public.
 - c. Be responsible for the training, supervision and expenses of the concessions staff.
 - d. Provide complete daily janitorial services for the tennis pro shop and restrooms located between courts #2 and #3. The same facilities must be monitored for cleanliness throughout the day. The restroom building must be locked nightly and reopened the next morning. A daily custodial schedule shall be agreed to by County prior to commencement of the Contract or any ensuing Agreement.
 - e. Ensure that the fenced-in areas of all tennis facilities are daily kept free and clear of trash, rubbish, and refuse. Access to and use of County dumpster is permitted.
 - f. Promptly notify the County of the need for facility maintenance/repair or replacement of County equipment.
 - g. The prospective concessionaire shall have certifications for CPR and First Aid training or agree to obtain such certifications within the three (3) months from commencement of the Contract.

- h. Provide all equipment necessary for the operation of the tennis pro shop. Telephone or computer lines may be added at the expense of prospective concessionaire, with advanced coordination with County.
- i. The County will be responsible for reasonable and customary utility expenses at the tennis center in connection with the use of the tennis center in accordance with the terms of this RFP.
- j. Comply with all County, state, and federal regulations applicable to performing work within a County park.
- k. The County reserves the right to negotiate additional requirements, specifications, terms and conditions of this RFP after selection of the best prospective concessionaire.

ITEMS AND PRICING

The prospective concessionaire shall have the right to provide or sell tennis related items/services for reasonable fees; provided, however all items and services must be approved by the County on an annual basis.

Items of sale may include, but not necessarily be limited to the following:

- Court fees
- Private or group lessons
- Leagues
- Tournaments
- Tennis equipment and merchandise such as rackets, balls, clothing and supporting items such as hats, sunglasses, sweatbands, etc.
- Customary tennis center services (e.g., restringing, regripping)
- Limited food and beverage concessions

The prospective concessionaire is responsible for all inventories and must ensure the quality of merchandise being sold.

HOURS OF OPERATION

It is the intent of this Contract to serve the public in the best possible manner, which is with maximum operating hours. Suggested hours should be included in the Proposal. Southwest Williamson County Regional Park hours are from 7:30 AM to 10:00 PM.

ACCOUNTING

The County will require standard accounting practices and daily/monthly reports as stipulated by the County Audit Department. These items will follow Contract signing.

In addition:

- a) The prospective concessionaire shall establish and maintain during the term of the Contract separate records and accounts, including a separate bank account, relating to the operation of the tennis center. All related records and accounts shall be subject to examination and audit by the County, at any time upon request.
- b) The prospective concessionaire shall provide the Contract Administrator with a copy of Internal Revenue Service Form 1040, Schedule C (Statement of Operations) pertaining specifically to pro shop income. This form shall be submitted to the County annually within seven (7) calendar days of filing with the IRS.

- c) The prospective concessionaire shall submit to the County a copy of the monthly sales tax report within fifteen (15) calendar days of filing the report with the State.
- d) The County reserves the right to conduct random inspections of the concession operation to ensure all provisions of the Contract are being met. In the event any infractions are found, the County will submit a report of the infractions to the prospective concessionaire. Any infractions so noted must be corrected within thirty (30) calendar days from the date of the County's report unless otherwise mutually agreed on another date. County may terminate the Contract for failure to correct any infractions to County's satisfaction within agreed timeframe.

MAINTENANCE & REPAIRS

- a) The County will provide general maintenance of the tennis center such as utility repairs, painting and electrical due to usual and customary use.
- b) The County will complete major repairs and improvements of the tennis facility such as court resurfacing, painting, and stripping, based on preventive maintenance schedules and funding.
- c) The prospective concessionaire shall be responsible for any damage to the tennis center that is caused by the neglect, misuse, etc. of the prospective concessionaire and/or their staff and prospective concessionaire shall pay County for such damages upon demand.
- d) The County will provide for landscaping services such as grass and weed control around the building and courts as determined by the County and to the County's standards. The prospective concessionaire and/or their staff shall not interfere with any of the services being performed by the County and/or its subcontractors.
- e) The prospective concessionaire is responsible for regular maintenance and upkeep of any and all equipment (e.g. coolers, nets, windscreens) directly related to the operation. The prospective concessionaire is responsible to:
 - Install replacement net headers
 - Ensure nets are maintained at proper playing height
 - Reattach windscreens after wind events, including providing a ladder for prospective concessionaire's staff use.
- f) County will be responsible to procure:
 - Up to 4 replacement net headers annually.
 - Up to 4 replacement nets annually.
 - Windscreens as needed when beyond repair or use

GENERAL

- a) The prospective concessionaire must provide Insurance as required by the County and referenced in the RFP Terms and Conditions section.
- b) The prospective concessionaire shall have a manager on site, and shall have adequate staff to maintain full operation during business hours.
- c) The prospective concessionaire's staff must be dressed appropriately, with identification to note the organization they represent. The uniforms **must not** indicate that staff are employees of the County.

- d) The County provides a Tennis Center sign on the Pro Shop that shall remain. The prospective concessionaire is responsible to provide and maintain all other signage in a satisfactory quality condition. The prospective concessionaire has use of the kiosk on the front of the tennis pro shop. Hours of operation and emergency contact information must be readily posted. The design and location of all signage shall be subject to the approval of the County.

CONTRACT ADMINISTRATION

Russell Fishbeck, Williamson County Parks Director (or his successor/designee), 219 Perry Mayfield, Leander, Texas 78641 shall serve as Williamson County's Contract Administrator with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing Agreement, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the Williamson County Commissioners Court and the prospective concessionaire.

PROPOSAL EVALUATION AND SELECTION PROCESS

The Proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which each Proposal must be submitted.

Proposal Evaluation and Selection

Selection will be based on the Respondents' experience, qualifications, references, and history of providing requested like services. The relative importance of the criteria is indicated by the point values assigned to each respectively. Please provide sufficient responses to the criteria with particular work examples that highlight previous experience, background, references, education, etc. of the individual(s) that will be performing the required services.

Evaluation Committee and Selection Process

All Proposals will be evaluated by a County appointed Evaluation Committee. The Evaluation Committee may be composed of County Staff that may have expertise, knowledge or experience with the services and/or goods being procured hereunder. Those Respondents meeting all requirements and deemed most qualified may receive further evaluation via telephone or in-person interviews with members of the Evaluation Committee. The County will select a Respondent determined best and most responsible meeting minimum specifications and qualifications.

Respondents are advised that the Evaluation Committee, at its option, may recommend an award strictly on the basis of the initial RFP responses, or in addition, may have interviews with respondents to determine its final recommendation. The Evaluation Committee will present its recommendation to the Williamson County Commissioners Court for approval and award of contract.

The Proposal should include any and all information pertinent to the Respondent's tennis and pro shop business knowledge and experience. Provide detailed information on the criteria listed below as well as any other information pertinent to the evaluation. Proposals should be accurate, concise, detailed, and easy to read.

The Respondent selected will have, in the opinion of the County, the best overall combination of the criteria. The County reserves the right to further negotiate terms and

conditions after selection of the best Tennis Pro Manager.

Some items of interest are:

- Business plan, including revenue sharing proposal
- Tennis Center operation plan
- Criminal background check for all staff
- Any changes/differences to the suggested guidelines of operation as outlined in the RFP
- Experience in the operation of public tennis and pro shop operations
- Three references from reputable entities
- Any other items pertinent to the operation of a public tennis and pro shop operation

Finalist shall be determined by the Respondent receiving the most points in relation to the following Evaluation Criteria and any further scoring that may be conducted based upon Respondent's presentation during the interview process:

PROPOSAL EVALUATION CRITERIA (Total 100 points)

- a) Experience as a Business Operator/Concessionaire **(25 points)**
- b) Financial strength and stability to sustain the concession as proposed **(20 points)**
- c) Five-Year Business Plan and Business Management, including proposed revenue-sharing plan. Include resumes of all management staff **(20 points)**
- d) Professional and Community Relationships. Include examples of existing relationships with businesses, business affiliations and/or organizations beneficial to operation of a successful tennis facility **(15 points)**
- e) Familiarity with Region (Williamson County and Central Texas) **(15 points)**
- f) References and background checks of all employees. **(5 points)**

Interviews, Optional - Interviews may be conducted at the discretion of the County.

Williamson County reserves the right to award a contract for any or all areas of this RFP.

It is the responsibility of the Respondent to provide sufficient information/data in a convincing manner to the Evaluation Committee to assure all of the terms, conditions and expectations for satisfactory performance of the services requested herein will be met.

All contact during the evaluation phase shall be through the Williamson County Purchasing Department only. Successful Respondent shall neither contact nor lobby evaluators during the evaluation process. Attempts by Successful Respondent to contact and/or influence members of the Evaluation Committee may result in disqualification of Proposal.

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.

RippnerTennis
Austin, TX United States

Certificate Number:
2024-1220809

Date Filed:
09/30/2024

Date Acknowledged:
10/01/2024

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

Williamson County Regional Park

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.

22RFP112
Tennis Operations and Pro Shop Manager

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 _____ (month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**35.****Meeting Date:** 10/08/2024

Edward Byrne Memorial Justice Assistance Grant Program FY'24 for County Sheriff

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

Information**Agenda Item**

Discuss, consider and take appropriate action authorizing the Williamson County Sheriff's Office to apply for funding through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2024, Local Solicitation.

Background

The Sheriff's Office is seeking approval to apply for approximately \$11,998.00 through the Edward Byrne Memorial JAG Program for the Community Affairs Unit. Funds awarded through this grant will be used to purchase supplies and equipment for the Community Affairs Unit's programs, including the Drug Abuse Resistance Education (DARE), Citizens Academy, Public Safety Cadets, and Junior Deputy Academy programs. This grant requires no resolution or match.

The required Application for Federal Assistance (SF-424) and Disclosure of Lobbying Form (SF-LLL) are now completed online; no physical signatures are needed. A copy of both documents are attached for the Courts review. Staff recommends the following action: Approve the Sheriff's Office to apply for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, FY2024 Local Solicitation and authorize appropriate County department personnel to complete documentation relevant to the implementation of the grant.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Disclosure of Lobbying Form
Application for Federal Assistance SF-424
Grants Management Request

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 10/02/2024

Reviewed By

Becky Pruitt

Date

10/02/2024 12:51 PM

Started On: 09/27/2024 02:17 PM

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013

Expiration Date: 02/28/2025

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year <input type="text"/> quarter <input type="text"/> date of last report <input type="text"/>
--	--	--

4. Name and Address of Reporting Entity:

☒ Prime ☐ SubAwardee Tier if known:

* Name

* Street 1 Street 2

* City State Zip

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: <input type="text" value="U.S. DOJ, OJP, BJA"/>	7. * Federal Program Name/Description: <input type="text" value="Edward Byrne Memorial Justice Assistance Grant Program"/> CFDA Number, if applicable: <input type="text" value="16.738"/>
---	---

8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text" value="11,998.00"/>
--	--

10. a. Name and Address of Lobbying Registrant:

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1 Street 2

* City State Zip

b. Individual Performing Services (including address if different from No. 10a)

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1 Street 2

* City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature:

* Name: Prefix * First Name Middle Name
* Last Name Suffix

Title: Telephone No.: Date:

Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)
--------------------------	--

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

Choose State...

8. APPLICANT INFORMATION:

*** a. Legal Name:**

Williamson County

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

746000978

*** c. UEI:**

C4BDCBLYNND6

d. Address:

*** Street1:**

710 S Main St Suite #301

Street2:

*** City:**

Georgetown

County/Parish:

Williamson

*** State:**

TX: Texas

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

78626-5700

e. Organizational Unit:

Department Name:

Sheriff's Office

Division Name:

Community Affairs Unit

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Ms.

*** First Name:**

Dana

Middle Name:

*** Last Name:**

Foster

Suffix:

Title:

Coordinator

Organizational Affiliation:

*** Telephone Number:**

512-943-1168

Fax Number:

*** Email:**

dfoster@wilco.org

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Bureau of Justice Assistance

11. Catalog of Federal Domestic Assistance Number:

16.738

CFDA Title:

Edward Byrne Memorial Justice Assistance Grant Program

* 12. Funding Opportunity Number:

O-BJA-2024-172239

* Title:

BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program- Local Solicitation

13. Competition Identification Number:

C-BJA-2024-00091-PROD

Title:

Category 1- Applicants with eligible allocation amounts of less than \$25,000

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Williamson County Sheriff's Office Community Affairs Unit Programs - DARE, Citizens Academy, Junior Deputy Academy, and Public Safety Cadets Program

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

31

* b. Program/Project

31

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

10/01/2024

* b. End Date:

09/30/2025

18. Estimated Funding (\$):

* a. Federal	11,998.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	11,998.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☐ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Bill

Middle Name:

* Last Name:

Gravell

Suffix:

Jr.

* Title:

County Judge

* Telephone Number:

512-943-1550

Fax Number:

* Email:

ctyjudge@wilco.org

* Signature of Authorized Representative:

Completed by Grants.gov upon submission.

* Date Signed:

Completed by Grants.gov upon submission.

Grant Title/Project Name:	Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2024, Local Solicitation
Department:	Sheriff's Office
Requestor:	Dana Foster
Contact Email:	dfoster@wilco.org
Contact Phone Number:	512-943-1168
Start Date:	12/1/2024
End Date:	11/30/2025
Please select request category:	Community Affairs Unit
Describe the purpose of the grant in detail to include all requirements.	To provide equipment and supplies for the Community Affairs Unit's programs including Drug Abuse Resistance Education (DARE), Citizens Academy (CA), Public Safety Cadets (PSC), and Junior Deputy Academy (JDA).
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	\$11,998.00
Please provide a breakdown of the total cost above.	Many items being purchased are consumables items used annually. The remainder are supplies and equipment including items for first aid training, digital cameras to be used by Junior Deputy Academy attendees, simunition supplies for the Public Safety Cadets including storage cases and reusable targets, and a narcotic display board for the DARE program. The budget is currently being finalized, all items will be similar to those listed and directly used by the Community Affairs Unit programs.
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	

Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If "yes" how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they are available for use?	N/A
How is this item request different from any similar assets currently in the County and/or region?	N/A
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	Many of the items requested in this grant are consumables and replenished each year. The remaining items are those the unit does not currently have, or need to be replaced.
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	Approximately 3 staff members. Additional staff make short presentations for the JDA and Citizen's Academy.
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	N/A

Where will the item be stored?	Community Affairs Unit's offices
What is the useful life of the item?	The consumable items will be expended during the grant period. Remaining items should be used for a minimum of 3-5 years.
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	No
How will this item be funded when the grant ends?	We will seek additional funding through grants. If grant funds are not secured, requests will be made through the normal budget process.
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	N/A
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	Required reporting and tracking of finances traditionally associated with grants.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	
Please identify any known decrease in funding at this time.	N/A
Is this a new program to your department/office?	Yes
Please provide data points to be collected to show program success	The main information collected for the grant is the number of citizens educated through the Community Affairs Unit's programs.
Please show historical data points or performance measures, statistics, services provided, etc. or any/all updates for re-application	
ID	129
Version	2.0
Attachments	False
Created	9/27/2024 9:54 AM
Created By	Dana Foster
Modified	9/27/2024 1:01 PM
Modified By	Dana Foster

Commissioners Court - Regular Session**36.****Meeting Date:** 10/08/2024

Facilities Management Department Projects

Submitted For: Dale Butler**Submitted By:** Leah Liesmann, Facilities Management**Department:** Facilities Management**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and hear presentation on current Capital and Fiscal Year Facility Enhancement Projects.

Background

Receive a status update and presentation for Facilities Management Department Projects

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: Leah Liesmann

Final Approval Date: 10/01/2024

Reviewed By

Becky Pruitt

Date

10/01/2024 01:57 PM

Started On: 09/26/2024 01:16 PM

Commissioners Court - Regular Session**37.****Meeting Date:** 10/08/2024

Jail S Boiler Renovations - Texas AirSystems Change Orders #3 and 4

Submitted For: Dale Butler**Submitted By:** Christy Matoska, Facilities Management**Department:** Facilities Management**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Receive and acknowledge approval of Change Order Numbers 3 and 4 from Texas Air Systems for the Jail S. Boiler Project in the amount of \$48,439. and \$51,784., which were approved by Williamson County Facilities Architect Trenton Jacobs pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

Background

These change orders are to demo existing hot water storage tank, install new storage tank, install new mixing valves and insulate pipes. Williamson County Facilities Architect Trenton Jacobs was delegated change order approval authority for this project on March 10th, 2022 by the Commissioners Court pursuant to Williamson County Facilities pursuant to Loc. Gov't Code Sec. 262.031. This item is to acknowledge such approval and record same into the minutes of the Commissioners Court.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

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

Attachments

Jail S Boiler Renovation-CO3

Jail S Boiler Renovation-CO4

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Christy Matoska

Final Approval Date: 10/03/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

10/02/2024 10:11 AM

10/03/2024 08:24 AM

Started On: 09/25/2024 12:58 PM



CHANGE ORDER
Jail S. Boiler Renovation

CHANGE ORDER NO: 03

NTP Date: 07/02/2024

DATE OF ISSUANCE: 09/19/2024

Contractor: Texas AirSystems

Architect/ Engineer: Talex, Inc.

EXPLANATION:

1. Demo existing hot water storage tank.
2. Install new ELBI NTA-42-084 storage tank.
3. Install new valves and piping associated with tank.

CONTRACT CHANGE:

1. Requested changes due to changes in scope.

Original Contract Amount	\$ 926,790.00
Net change by previously submitted Change Orders	\$ 53,448.00
Contract sum prior to this Change Order was	\$ 980,238.00
Contract Sum be increased by this Change Order in the amount of	\$ 48,439.00
The new Contract Sum including this Change Order will be	\$ 1,028,677.00
Percentage Increase of Change Orders over Original Contract Amount	
(Not to Exceed 25% per state law)	5.23%

The Contract Time will be changed by 30 days

The date of Substantial Completion as of the date of this Change Order 11/30/2024

RECOMMENDED BY:

Blake Randig
Contractor's Printed Name

Blake Randig
Blake Randig (Sep 18, 2024 12:13 CDT)
Signature

Sep 18, 2024
Date



REVIEWED BY:

Oscar Villarreal
Architect/ Engineer Name

Oscar Villarreal
Oscar Villarreal (Sep 21, 2024 12:48 CDT)
Signature

Sep 21, 2024
Date

ACCEPTED BY:

Trenton Jacobs, AIA
Owner's Representative

Trenton Jacobs
Signature

Sep 24, 2024
Date

Reviewed By:
Daryl Metz



CHANGE ORDER
Jail S. Boiler Renovation

CHANGE ORDER NO: 04

NTP Date: 07/02/2024

DATE OF ISSUANCE: 09/19/2024

Contractor: Texas AirSystems

Architect/ Engineer: Talex, Inc.

EXPLANATION:

1. Install new Symons mixing valves on hot, cold and tempered water. Install check valves on hot and cold sides.
2. Insulate pipes as required.
3. (11) 7-200 Mixing Vales, (8) 7-400 Mixing Valves and (2) 7-500 Mixing Valves to be installed.

CONTRACT CHANGE:

1. Requested changes due to changes in scope.

Original Contract Amount	\$ 926,790.00
Net change by previously submitted Change Orders	\$ 101,887.00
Contract sum prior to this Change Order was	\$ 1,028,677.00
Contract Sum be increased by this Change Order in the amount of	\$ 51,784.00
The new Contract Sum including this Change Order will be	\$ 1,080,461.00
Percentage Increase of Change Orders over Original Contract Amount	
(Not to Exceed 25% per state law)	16.58%

The Contract Time will be changed by 30 days

The date of Substantial Completion as of the date of this Change Order 12/30/2024

RECOMMENDED BY:

Blake Randig

Contractor's Printed Name

Blake Randig
Blake Randig (Sep 18, 2024 10:14 CDT)

Signature

Sep 18, 2024

Date



REVIEWED BY:

Oscar Villarreal
Architect/ Engineer Name

Oscar Villarreal
Oscar Villarreal (Sep 21, 2024 12:47 CDT)
Signature

Sep 21, 2024
Date

ACCEPTED BY:

Trenton Jacobs, AIA
Owner's Representative

Trenton Jacobs
Signature

9/27/24
Date

Reviewed By:
Daryl Mutz

Commissioners Court - Regular Session**38.****Meeting Date:** 10/08/2024

Approval the Guaranteed Maximum Price (GMP) for RFP #24RFP48 for the Williamson County Expo West Arena to Bartlett Cocke General Contractors, LLC for Facilities Management

Submitted For: Joy Simonton**Submitted By:** Johnny Grimaldo, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the Guaranteed Maximum Price Proposal (GMP) with awarded RFP #24RFP48 Construction Manager at Risk (CMAR) for the Williamson County Expo West Arena to Bartlett Cocke General Contractors, LLC, Inc in the amount of Ten Million Seven Hundred Forty-Three Thousand Two Hundred Seventy-Two Dollars (\$10,743,272.00) and authorize the execution of the GMP between Bartlett Cocke General Contractors, LLC and Williamson County. The funding source is P635.

Background

The guaranteed maximum price (GMP) is for the Williamson County Expo West Arena RFP #24RFP48 awarded on 06.25.24 with agenda item #32 to perform the work approved on the above-referenced mentioned project. The funding source is P635, Origination ID# 777, and Trenton Jacobs is the point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

GMP with Proposal Bartlett Cocke

Form 1295 Bartlett Cocke General Contractors complete

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 10/03/2024

Reviewed By

Joy Simonton

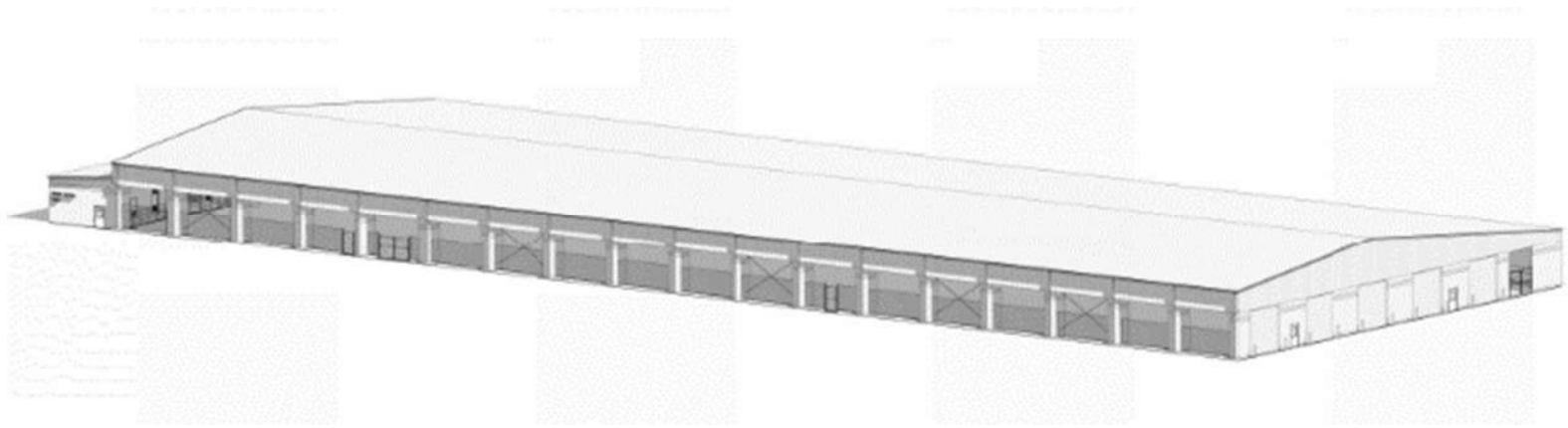
Becky Pruitt

Date

10/02/2024 04:44 PM

10/03/2024 08:29 AM

Started On: 09/30/2024 08:59 AM



WILLIAMSON COUNTY **EXPO CENTER WEST ARENA**

GUARANTEED MAXIMUM PRICE PROPOSAL
SEPTEMBER 25, 2024

3330 CASEYBRIDGE COURT • 512.326.4223
BARTLETTCOCKE.COM



WILLIAMSON COUNTY

EXPO CENTER WEST ARENA

TABLE OF CONTENTS

1. EXECUTIVE SUMMARY
2. LIST OF DOCUMENTS
3. GUARANTEED MAXIMUM PRICE SUMMARY
4. GMP CLARIFICATIONS AND ASSUMPTIONS
5. COST/ VALUE OPTIONS LOG
6. SITE LOGISTICS PLAN
7. SCHEDULE

EXECUTIVE SUMMARY

WILCO EXPO WEST ARENA project includes a new covered practice pavilion approximately 84,730 GSF, two separate covered pavilions, additional parking, some drainage modifications and all associated site work.

The following is a Guaranteed Maximum Price and schedule summary of detail within the Report.

GMP SUMMARY AND SCHEDULE

COST OF WORK	\$9,527,555
<u>CONSTRUCTION PHASE FEE (12.76%)</u>	<u>\$1,215,716</u>
TOTAL GUARANTEED MAXIMUM PRICE	\$10,743,272

CONSTRUCTION SCHEDULE SUMMARY	12 MONTHS
NOTICE TO PROCEED WITH CONSTRUCTION	October 8, 2024
SUBSTANTIAL COMPLETION	October 8, 2025

GUARANTEED MAXIMUM PRICE PROPOSAL

PROJECT: Expo Center West Arena (P635) ("Project")

Bartlett Cocke General Contractors, LLC ("CMAR") hereby submits to **Williamson County, Texas** ("County") for the use and benefit County pursuant to the provisions of the **Contract for Construction Manager at-Risk Project Delivery** dated **June 25th, 2024** ("Contract"), a Guaranteed Maximum Price ("GMP") proposal for the **Expo Center West Arena** ("Project"), based on the Contract Documents (as defined by the Contract) developed for the Project, as follows:

1. Cost of the Work.

A not-to-exceed amount for the Cost of the Work for the **Expo Center West Arena** pursuant to the Contract:

Nine Million, Five Hundred Twenty-Seven Thousand, Five Hundred Fifty-Five Dollars (\$9,527,555.00)

2. CMAR's Fee.

A fixed sum fee for CMAR's Fee for the **Expo Center West Arena** pursuant to the Contract:

One Million, Two Hundred Forty-Four Thousand, Five Hundred Nine Dollars (\$1,215,716.00)

Total GMP.

The total sum of the above **Items 1 through 2**, as set forth below, is the GMP which the CMAR hereby guarantees to County for constructing the Expo Center West Arena complete, in place, and operational in accordance with the Contract Documents (All attached breakdowns shall total this GMP amount).

Ten Million, Seven Hundred Forty-Three Thousand, Two Hundred Seventy-Two Dollars (\$10,743,272.00)

CMAR hereby guarantees to County not to exceed the GMP amount, subject to additions or deductions as provided in the Contract Documents. Except for additions or deductions as provided in the Contract Documents, costs which would cause the GMP to be exceeded shall be paid by CMAR without reimbursement by County.

Contract Time.

The date for achieving Substantial Completion of Expo Center West Arena shall be **three hundred sixty-five (365) calendar days** from the Notice to Proceed with Construction.

Withdrawal of GMP Proposal.

This GMP Proposal may not be withdrawn for a period of **ninety (90) calendar days** from the date of receipt by County.

Liquidated Damages.

CMAR further agrees to pay, as Liquidated Damages, to County the sum of **Seven Hundred Fifty Dollars (\$750) per calendar day** for failure to complete the work for the Expo Center West Arena GMP within the Contract Time in accordance with the Contract.

Owner's Contingency.

A not-to-exceed amount for the Owner's Contingency stated herein for reference:


One Million Dollars (\$1,000,000.00).

All terms and conditions of the Contract are hereby adopted and incorporated into this GMP Proposal. Any exceptions to, or modifications of, the terms and conditions of the Contract shall not be effective unless they are expressly stated and conspicuously identified in this GMP Proposal and are specifically accepted and approved by County. Otherwise, proposed revisions or modifications to the language, terms, or conditions of the Contract will not be accepted.

BY SIGNING BELOW, CMAR and County have executed and bound themselves to this Guaranteed Maximum Price (GMP) Proposal for **the Expo Arena Center West Arena**.

CMAR:

Bartlett Cocke General Contractors, LLC

By: 
Signature

Sean Stevens
Printed Name

Vice President of Operations
Title

Date Signed: September 25, 2024

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date Signed: _____

LIST OF DOCUMENTS

THE LIST OF DOCUMENTS tracks each document (Drawing, Specification, etc.) issued and received.

		100CD - IFB	Addendum #1	Addendum #2	Addendum #3
	Dated	7/30/2024	8/8/2024	8/16/2024	8/22/2024
	Issued	7/31/2024	8/9/2024	8/16/2024	8/22/2024
GENERAL					
	100CD IFB - Models & CAD	7/31/2024			
	Geotechnical Report	8/5/2024			
DRAWINGS					
A-001	Architectural/ Interior Legends	x			
A-002	Interior Partition Schedule	x			
A-110	Overall Plan	x		x	
A-111	Floor Plan - First Floor - Area A	x			x
A-112	Floor Plan - First Floor - Area B	x		x	x
A-130	RCP - Overall	x			
A-141	Roof Plan	x			
A-201	Exterior Elevations	x		x	
A-202	Exterior Elevations - Alt	x			
A-211	Interior Elevations	x		x	
A-301	Building Sections	x			
A-311	Wall Sections	x			
A-312	Wall Sections	x		x	
A-313	Wall Sections	x			
A-401	Enlarged Plans	x			
A-501	Details	x			x
A-601	Door & Glazing Schedule	x		x	
A-701	Opening Details	x			
C-100	General Notes	x			
C-101	Ex. Conditions & Removal Plan	x			
C-102	Site Annotation & Layout Plan	x			
C-103	Grading Plan	x			
C-104	Pre-Develop Drainage Area Map & Calcs	x			
C-105	Post-Develop. Drainage Area Map & Calcs.	x			
C-105A	Ex. Drainage & Detention Information	x			
C-106	Storm Drain Plan & Profile	x			
C-107	Utility Plan	x			
C-108	Erosion Control Plan	x			
C-500	Utility Details	x			
C-501	Utility Details	x			
C-502	Utility Details	x			
C-503	Storm Details	x			
C-504	Paving Details	x			
C-505	Paving Details	x			
C-506	Paving Details	x			
C-507	Erosion Control Details	x			
C-508	Fencing Details	x			
CP-101	Site Annotation and Layout Plan Pavillions	x			
CP-102	Site Grading Plan Pavillions	x			
CP-103	Pre-Development DA Map& Calcs. Pavillions	x			
CP-104	Post-Development DA Map& Calcs.Pavillions	x			
CP-104A	Ex. Drainage And Detention Information	x			
CP-104B	Ex. Drainage And Detention Information	x			
CP-105	Pedestrian Bridge Analysis Pavillions	x			
CP-106	Utility Plan Pavillions	x			
CP-107	Erosion Control Plan Pavillions	x			
CP-500	Pavillion Site Details	x			
CP-501	Site Details	x			
CP-502	Utility Details	x			
CS101A	Site Annotation - Existing Arena		x		
E-001	Electrical Abbreviations & Legend	x			
E-100	Electrical Site Plan	x			
E-100	Electrical Site Plan - West Arena				x
E-101	Electrical Site Plan- Main Arena	x			
E-101	Electrical Site Plan - Main Arena		x		
E-111	Electrical Lighting Plan	x			
E-121	Electrical Power Plan	x			
E-122	Mechanical Equipment Power Plan	x			
E-131	Electrical Communications Plan	x			
E-401	Electrical Enlarged Plans	x			
E-501	Electrical Riser Diagram & Details	x			x
E-601	Electrical Schedules	x			
G-001	Cover Sheet & Index	x		x	
G-011	Symbols, Legends & Abbreviations	x			
G-021	Accessibility Standards	x			
G-022	Accessibility Standards	x			
G-101	Code Information	x			
L-101	Landscape Plan	x			
L-500	Landscape Details	x			
LP-101	Landscape Plan Pavillions	x			
M-001	Mechanical Abbreviations & Legends	x			
M-110	Mechanical Plan - Overall	x			
M-111	Mechanical Plan	x			
P-001	Plumbing Abbreviations & Legends	x			
P-110	Plumbing Plan - Overall	x			
P-111	Plumbing Plan	x			
P-501	Plumbing Details	x			
Q-101	Equipment Layout - Arena	x		x	
S-001	General Notes	x			
S-002	Foundation Details	x			



DOCUMENT LIST
WILCO Expo West Arena

		100CD - IFB	Addendum #1	Addendum #2	Addendum #3
Dated		7/30/2024	8/8/2024	8/16/2024	8/22/2024
Issued		7/31/2024	8/9/2024	8/16/2024	8/22/2024
S-003	Foundation Details	x			
S-101	Overall Foundation Plan	x		x	
S-102	Foundation Plan Enlarged A1	x			
S-103	Foundation Plan Enlarged A2	x		x	
S-201	Overall Roof Framing Plan	x			
S-202	Roof Plan - Enlarged Plan A1	x			
S-203	Roof Plan - Enlarged Plan A2	x			
S-204	Framing & CMU Details	x			
S-301	Building Sections	x			
S-401	Pavilion Foundation Plan & Details			x	

		100CD - IFB	Addendum #2
Dated		7/30/2024	8/16/2024
Issued		7/31/2024	8/16/2024
SPECIFICATIONS			
00 00 01	Table of Contents	x	
00 00 03	Design Professional Responsibility	x	
01 10 00	Summary	x	
01 20 00	Price and Payment Procedures		x
01 25 00	Substitution Procedures	x	
01 30 00	Administrative Requirements	x	
01 32 00	Construction Progress Schedule	x	
01 33 00	Submittal Procedures		x
01 40 00	Quality Requirements	x	
01 50 00	Temporary Facilities And Controls	x	
01 57 13	Temp Erosion & Sed Control	x	
01 57 13.20	Silt Fence	x	
01 57 23	Temporary Storm Water Pollution Control	x	
01 60 00	Product Requirements	x	
01 70 00	Execution And Closeout Requirements	x	
03 10 00	Concrete Formwork	x	
03 20 00	Concrete Reinforcement	x	
03 30 00	Cast In Place Concrete	x	
04 20 00	Unit Masonry	x	
05 50 00	Metal Fabrications	x	
05 52 13	Pipe And Tube Railings	x	
07 19 00	Water Repellents	x	
07 21 00	Thermal Insulation	x	
07 62 00	Sheet Metal Flashing And Trim	x	
07 92 00	Joint Sealants		x
08 11 13	Hollow Metal Doors And Frames	x	
08 33 23	Overhead Coiling Doors	x	
08 51 13	Aluminum Windows	x	
08 71 00	Door Hardware		x
08 80 00	Glazing	x	
09 30 13	Ceramic Tiling	x	
09 51 13	Acoustical Panel Ceilings	x	
09 91 13	Exterior Painting	x	
09 91 23	Interior Painting	x	
09 96 00	High-Performance Coatings	x	
10 14 19	Dimensional Letter Signage	x	
10 14 23.16	Room-Identification Panel Signage	x	
10 21 13.19	Plastic Toilet Compartments	x	
10 28 13	Toilet Accessories	x	
10 44 13	Fire Protection Cabinets	x	
10 44 16	Fire Extinguishers	x	
13 12 50	Metal Building Systems	x	
13 14 19	Prefabricated Metal Shelters	x	
22 05 29	Hangers And Supports For Plumbing Piping	x	
22 07 00	Plumbing Insulation	x	
22 11 00	Facility Water Distribution	x	
22 13 00	Facility Sanitary Sewerage	x	
22 33 00	Electric Domestic Water Heaters	x	
22 40 00	Plumbing Fixtures	x	
23 05 00	General Mechanical Requirements	x	
23 05 00.20	Basic Mechanical Materials And Methods	x	
23 05 29	Hangers And Supports For Hvac Piping And Equipment	x	
23 05 53	Identification For Hvac Piping And Equipment	x	
23 05 93	Testing, Adjusting, And Balancing For Hvac	x	
23 07 00	Hvac Insulation	x	
23 23 00	Refrigerant Piping	x	
23 31 00	Hvac Ducts And Casings	x	

		100CD - IFB	Addendum #2
		Dated	7/30/2024
		Issued	7/31/2024
			8/16/2024
23 33 00	Air Duct Accessories	x	
23 34 00	Hvac Fans	x	
23 37 00	Air Outlets And Inlets	x	
23 81 26.10	Ductless-Split System Air Conditioners	x	
23 82 00	Convection Heating And Cooling Units	x	
26 05 00	Basic Electrical Methods	x	
26 05 13	Building Wire And Cable	x	
26 05 19	Equipment Wiring Systems	x	
26 05 26	Grounding And Bonding	x	
26 05 29	Supporting Devices	x	
26 05 33	Conduit	x	
26 05 33.16	Boxes	x	
26 05 53	Electrical Identification	x	
26 09 23	Lighting Control Devices	x	
26 12 16	Dry Type Transformers	x	
26 18 39	Enclosed Motor Controllers	x	
26 24 16	Panelboards	x	
26 27 26	Wiring Devices	x	
26 28 16.16	Enclosed Switches	x	
26 51 00	Interior Lighting	x	
31 10 00	Site Clearing	x	
31 20 00	Earth Moving	x	
31 23 00	Excavation And Fill	x	
31 41 10	Trench Safety Systems	x	
31 63 29	Drilled Piers	x	
31 63 29	Drilled Piers	x	
32 13 13	Concrete Paving	x	
32 13 73	Concrete Paving Joint Sealants	x	
32 17 23	Pavement Markings	x	
32 17 26	Tactile Warning Surfacing	x	
32 18 13	Synthetic Grass Surfacing	x	
32 31 13	Chain Link Fences And Gates	x	
32 31 19	Decorative Metal Fences And Gates	x	
32 33 00	Site Furnishings	x	
32 84 00	Planting Irrigation	x	
32 91 13	Soil Preparation	x	
32 92 00	Turf And Grasses	x	
32 93 00	Plants	x	
33 14 00	Water Utility Transmission And Distribution	x	
33 19 00	Water Utility Metering Equipment	x	
33 30 00	Sanitary Sewer	x	
33 40 00	Underground Storm Sewer And Appurtenances	x	
33 41 13	Polyvinyl Chloride Pipe Storm Drains	x	
33 44 05	Site Underdrains	x	

GUARANTEED MAXIMUM PRICE SUMMARY

OUR GMP SUMMARY shows our current GMP by CSI Divisional Breakdown and Major Trades. The GMP is based upon the List of Documents and Estimate Clarifications and Assumptions for the project.



GMP Summary - Williamson County Expo Center - West Arena
September 25, 2024

GMP			10,743,272
	<u>DESCRIPTION</u>	<u>ITEM TOTAL</u>	<u>\$/GSF</u>
			<u>DIVISION TOTAL</u>
DIVISION 00 & 01 - GC's, MJC's and ALLOWANCES			521,412
GC's	General Conditions	see below the line	\$0.00
01 00 00	Job Requirements	see below	\$0.00
	Certified Payroll Processing	2,417	\$0.03
	Project Sign	1,783	\$0.02
	Temporary Fencing Screening	9,780	\$0.12
BC-01.03	Material Handling	103,948	\$1.23
	Substantial Clean	1,498	\$0.02
	Final Clean	16,946	\$0.20
	Ground Penetrating Radar	8,035	\$0.09
BC-01.10	Small Tools	4,005	\$0.05
	Unit Prices	see below	\$0.00
	Increase/Decrease Temporary Parking Lot	\$2.25/SF	\$0.00
	Alternates	NA	\$0.00
	Allowances	see below	\$0.00
01 25 00	Drainage Modifications Towards Existing Pond	50,000	\$0.59
01 25 00	Concrete Valley Gutter - 300 LF (Details Provided Post-Bid)	10,000	\$0.12
01 25 00	New Equestrian Competition Soil	262,000	\$3.09
01 25 00	Comm/Access - Rack, Cat6 w/ 3 Locations, 2 Card Readers	15,000	\$0.18
01 25 00	Relocate/Stockpile Existing Equestrian Soil	25,000	\$0.30
01 25 00	Building Permit Fees	11,000	\$0.13
01 20 00	Price and Payment Procedures (Issued in Addendum 2)	w/gc's	\$0.00
01 30 00	Administrative Requirements	w/gc's	\$0.00
01 33 00	Submittal Procedures (Issued in Addendum 2)	w/gc's	\$0.00
01 32 00	Construction Progress Schedule	w/gc's	\$0.00
01 40 00	Quality Requirements	w/gc's	\$0.00
01 50 00	Temporary Facilities & Controls	w/gc's	\$0.00
01 60 00	Product Requirements	w/trades	\$0.00
01 70 00	Execution and Closeout Requirements	w/trades	\$0.00
		.....	\$0.00
DIVISION 02 - EXISTING CONDITIONS			0
No Spec	Demolition	w/ Div 31	\$0.00
		.....	\$0.00
DIVISION 03 - CONCRETE			1,158,501
03 30 00	Cast-In-Place Concrete	1,158,501	\$13.67
03 10 00	Concrete Forming Accessories	w/ 03 30 00.00	\$0.00
03 20 00	Concrete Reinforcing	w/ 03 30 00.00	\$0.00
03 30 00	Cast-In-Place Concrete	w/ 03 30 00.00	\$0.00
31 63 29	Drilled Concrete Piers and Shaft	w/ 03 30 00.00	\$0.00
32 13 13	Concrete Paving	w/ 03 30 00.00	\$0.00
32 17 26	Tactile Warning Surfacing	w/ 03 30 00.00	\$0.00
		.....	\$0.00
DIVISION 04 - MASONRY			532,904
04 20 00	Unit Masonry	532,904	\$6.29
		.....	\$0.00
DIVISION 05 - METALS			74,896
05 00 00	Misc Metals	74,896	\$0.88
05 50 00	Metal Fabrications	w/ 05 00 00.00	\$0.00
05 52 13	Pipe and Tube Railings	w/ 05 00 00.00	\$0.00
		.....	\$0.00
DIVISION 07 - THERMAL and MOISTURE PROTECTION			40,914
07 10 00	Damproofing/Waterproofing/Joint Sealers	40,914	\$0.48
07 19 00	Water Repellents	w/07 10 00.00	\$0.00
07 62 00	Sheet Metal Flashing & Trim	w/07 10 00.00	\$0.00
07 92 00	Joint Sealants (Issued in Addendum 2)	w/07 10 00.00	\$0.00
32 13 73	Concrete Paving Joint Sealants	w/07 10 00.00	\$0.00
		.....	\$0.00
DIVISION 08 - OPENINGS			216,451
08 10 00	Doors, Frames, & Hardware	80,938	\$0.96
08 11 13	Hollow Metal Doors & Frames	w/08 10 00.00	\$0.00
08 71 00	Door Hardware (Issued in Addendum 2)	w/08 10 00.00	\$0.00
No Spec	Access Doors & Panels	w/ Trades	\$0.00
08 33 23	Overhead Coiling Doors	130,512	\$1.54
08 80 00	Glazing Systems	5,001	\$0.06

DESCRIPTION		ITEM TOTAL	\$/GSF	DIVISION TOTAL
08 51 13	Aluminum Windows	w/08 80 00.00	\$0.00	
08 80 00	Glazing	w/08 80 00.00	\$0.00	
		.....	\$0.00	
DIVISION 09 - FINISHES				127,559
09 29 00	Gypsum & Acoustical Assemblies	10,301	\$0.12	
07 21 00	Thermal Insulation	w/09 29 00.00	\$0.00	
09 51 13	Acoustical Panel Ceilings	w/09 29 00.00	\$0.00	
09 30 13	Ceramic Tiling	7,310	\$0.09	
09 90 00	Painting	109,948	\$1.30	
09 91 13	Exterior Painting	w/ 09 90 00.00	\$0.00	
09 91 23	Interior Painting	w/ 09 90 00.00	\$0.00	
09 96 00	High-Performance Coatings	w/ 09 90 00.00	\$0.00	
		.....	\$0.00	
DIVISION 10 - SPECIALTIES				38,219
10 14 00	Signage	16,075	\$0.19	
10 14 19	Dimensional Letter Signage	w/ 10 14 00	\$0.00	
10 14 23	Room-Identification Panel Signage	w/ 10 14 00	\$0.00	
10 21 13	Plastic Toilet Compartments	18,817	\$0.22	
10 28 13	Toilet Accessories	w/ 10 21 13	\$0.00	
10 44 13	Fire Protection Cabinets	3,327	\$0.04	
10 44 16	Fire Extinguishers	w/ 10 44 13	\$0.00	
		.....	\$0.00	
DIVISION 13 - SPECIAL CONSTRUCTION				2,610,479
13 12 50	Metal Building Systems	2,495,995	\$29.46	
13 14 19	Prefabricated Metal Shelters	114,484	\$1.35	
		.....	\$0.00	
DIVISION 21 - FIRE SUPPRESSION				0
No Spec	Fire Sprinkler System	Excluded	\$0.00	
		.....	\$0.00	
DIVISION 22 - PLUMBING				390,119
22 00 00	Plumbing	390,119	\$4.60	
22 05 29	Hangers and Supports for Plumbing	w/22 00 00.00	\$0.00	
22 07 00	Plumbing Insulation	w/22 00 00.00	\$0.00	
22 11 00	Facility Water Distribution	w/22 00 00.00	\$0.00	
22 13 00	Facility Sanitary Sewerage	w/22 00 00.00	\$0.00	
22 33 00	Electric Domestic Water Heaters	w/22 00 00.00	\$0.00	
22 40 00	Plumbing Fixtures	w/22 00 00.00	\$0.00	
		.....	\$0.00	
DIVISION 23 - HVAC				373,073
23 00 00	HVAC	373,073	\$4.40	
23 05 00	General Mechanical Requirements	w/23 00 00.00	\$0.00	
23 05 00	Basic Mechanical Materials and Methods	w/23 00 00.00	\$0.00	
23 05 29	Hangers and Supports for HVAC Piping and Equipment	w/23 00 00.00	\$0.00	
23 05 53	Identification for HVAC Piping and Equipment	w/23 00 00.00	\$0.00	
23 05 93	Testing, Adjusting, and Balancing for HVAC	w/23 00 00.00	\$0.00	
23 07 00	HVAC Insulation	w/23 00 00.00	\$0.00	
23 23 00	Refrigeration Piping	w/23 00 00.00	\$0.00	
23 31 00	HVAC Ducts and Casings	w/23 00 00.00	\$0.00	
23 33 00	Air Duct Accessories	w/23 00 00.00	\$0.00	
23 34 00	HVAC Fans	w/23 00 00.00	\$0.00	
23 37 00	Air Outlets and Inlets	w/23 00 00.00	\$0.00	
23 81 26	Ductless Split-System Air Conditioners	w/23 00 00.00	\$0.00	
23 82 00	Convection Heating and Cooling Units	w/23 00 00.00	\$0.00	
		.....	\$0.00	
DIVISION 26 - ELECTRICAL				991,971
26 00 00	Electrical	962,908	\$11.36	
26 05 00	Basic Electrical Methods	w/26 00 00.00	\$0.00	
26 05 13	Building Wire and Cable	w/26 00 00.00	\$0.00	
26 05 19	Equipment Wiring Systems	w/26 00 00.00	\$0.00	
26 05 26	Grounding & Bonding	w/26 00 00.00	\$0.00	
26 05 29	Supporting Devices	w/26 00 00.00	\$0.00	
26 05 33	Conduit	w/26 00 00.00	\$0.00	
26 05 33	Boxes	w/26 00 00.00	\$0.00	
26 05 53	Electrical Identification	w/26 00 00.00	\$0.00	
26 09 23	Lighting Control Devices	w/26 00 00.00	\$0.00	
26 12 16	Dry Type Transformers	w/26 00 00.00	\$0.00	
26 18 39	Enclosed Motor Controllers	w/26 00 00.00	\$0.00	
26 24 16	Switchboards & Panelboards	w/26 00 00.00	\$0.00	
26 27 26	Wiring Devices	w/26 00 00.00	\$0.00	
26 28 16	Enclosed Switches	w/26 00 00.00	\$0.00	
26 51 00	Interior Lighting	w/26 00 00.00	\$0.00	
No Spec	Fire Alarm System	29,063	\$0.34	
		.....	\$0.00	
DIVISION 27 - COMMUNICATIONS				0
No Spec	Communications Systems	w/ Allowances	\$0.00	
		.....	\$0.00	

DESCRIPTION		ITEM TOTAL	\$/GSF	DIVISION TOTAL
DIVISION 28 - ELECTRONIC SAFETY & SECURITY				
No Spec	Safety & Security System	w/ Allowances	\$0.00	0
		.....	\$0.00	
DIVISION 31 - EARTHWORK				1,174,628
31 00 00	Earthwork	1,123,527	\$13.26	
31 10 00	Site Clearing	w/31 00 00.00	\$0.00	
31 20 00	Earth Moving	w/31 00 00.00	\$0.00	
31 23 00	Excavation and Fill	w/31 00 00.00	\$0.00	
31 41 10	Trench Safety Systems	w/31 00 00.00	\$0.00	
01 57 13	Temporary Erosion and Sedimentation Control	51,101	\$0.60	
01 57 13	Silt Fence	w/01 57 13	\$0.00	
01 57 23	Temporary Storm Water Pollution Control	w/01 57 13	\$0.00	
		.....	\$0.00	
DIVISION 32 - EXTERIOR IMPROVEMENTS				487,922
32 17 23	Pavement Markings	12,688	\$0.15	
32 31 13	Chain Link Fences & Gates	125,055	\$1.48	
32 31 19	Decorative Metal Fences and Gates	w/32 31 13	\$0.00	
32 92 00	Landscape & Irrigation	350,179	\$4.13	
32 18 13	Synthetic Grass Surfacing (Deleted in Addendum 1)	Deleted	\$0.00	
32 33 00	Site Furnishings	w/32 92 00.00	\$0.00	
32 91 13	Soil Preparation	w/32 92 00.00	\$0.00	
32 92 00	Turf Grasses	w/32 92 00.00	\$0.00	
32 93 00	Plants	w/32 92 00.00	\$0.00	
		.....	\$0.00	
DIVISION 33 - UTILITIES				459,215
33 00 00	Site Utilities	459,215	\$5.42	
33 14 00	Water Utility Transmission and Distribution	w/33 00 00.00	\$0.00	
33 19 00	Water Utility Metering Equipment	w/33 00 00.00	\$0.00	
33 30 00	Sanitary Sewer	w/33 00 00.00	\$0.00	
33 40 00	Underground Storm Sewer and Appurtenances	w/33 00 00.00	\$0.00	
33 41 13	Polyvinyl Chloride Pipe Storm Drains	w/33 00 00.00	\$0.00	
33 44 05	Site Underdrains	w/33 00 00.00	\$0.00	
		.....	\$0.00	
SUB-TOTAL				
		9,198,264	\$108.56	9,198,264
	Sales Tax	Exempt	\$0.00	Exempt
	Builders Risk Insurance	With GC's	\$0.00	With GC's
	General Liability	With GC's	\$0.00	With GC's
	Performance & Payment Bond	With GC's	\$0.00	With GC's
	Subcontractor Default Insurance	114,426	\$1.35	114,426
	Building Permit	With Allowances	\$0.00	With Allowances
2.00%	Work Remaining To Be Procured	214,865	\$2.54	214,865
SUB-TOTAL				
		9,527,555	\$112.45	9,527,555
12.76%	General Conditions and CMAR Fee	1,215,716	\$14.35	1,215,716
	Preconstruction Services	Separate of GMP	\$0.00	Separate of GMP
TOTAL				
		10,743,272	\$126.79	10,743,272

Total Estimate	10,743,272
Gross Square Footage (GSF)	84,730
Cost / GSF	127
MEP Cost / GSF	21
Construction Start	October 8, 2024
Construction Substantial Completion	October 8, 2025
Construction Schedule in Months	12.0

GUARANTEED MAXIMUM PRICE CLARIFICATIONS AND ASSUMPTIONS

SEE FOLLOWING PAGES

GUARANTEED MAXIMUM PRICE CLARIFICATIONS AND ASSUMPTIONS

The documents upon which this GMP is based do not include definitive information for all disciplines; accordingly listed below are clarifications, assumptions and exclusions for the products and systems that are included in this GMP. Should any conflicts or inconsistencies be discovered between these Clarifications and Assumptions and the Design Documents, these Clarifications and Assumptions will indicate what was included in the GMP.

Divisions 00 and 01 - General Assumptions

INITIAL ITEMS

1. This is not a line-item Guaranteed Maximum Price (GMP). The breakdown of cost is to show a path to the lump sum GMP and is for reference only.
2. Abbreviations used within this document include the following:
 - Owner – Williamson County, Texas and/or it's representatives
 - A/E – Parkhill, Smith & Cooper, Inc. (PSC) and/or its design consultants
 - Contractor – Bartlett Cocke General Contractors (BCGC) and/or its
3. Our GMP is based on the documents issued by PSC as enumerated in the List of Documents.
4. This GMP Proposal is contingent upon the receipt of its acceptance and the issuance of an NTP with construction on or before October 8, 2024. If NTP receipt is after that date, Contractor reserves the right to adjust the GMP, as well as the schedule, based upon market conditions in effect at the time of final acceptance. This GMP is further contingent upon being fully able to start construction, on or before October 9, 2024, without delay caused by issues outside of Contractor control. The notice to proceed shall not be issued until the GMP Amendment has been signed by the Contractor and the Owner, and the Owner and Architect have received and approved as to form all required payment and performance bonds and insurance as required by the Contract.
5. The schedule dates indicated are strictly estimates at this time and will be refined as the Project's design and schedule evolve and the full scope of work to be performed is identified.
6. Project Construction Duration and Substantial Completion shall remain dependent upon the Site Development Approval and the following criteria:
 - a. The Substantial Completion is based upon 20 weather days for the entire project.
 - b. The following milestone dates are to be met. Listed below are the latest possible dates to meet these milestones and any delays will impact the Substantial Completion Date.
 - a. GMP approval to be received no later than October 8, 2024.
 - b. Site Development Permit to be received no later than October 8, 2024. Time extension due to Site Development delays are subject to General Conditions.
 - c. Building Permit no later than December 20, 2024.

OWNER ITEMS

7. Testing, as well as any Special Inspections, are by Owner and are not included.
8. Third-party Commissioning is to be by Owner and is not included.
9. Sales tax for materials to be put into place, as well as use and remodel taxes are not included.
10. Plan expediter fees, plan check fees, impact fees and their associated permits, site development permits/fees, gas and electrical purveyor service charges, utility pro-rata/capital recovery fees, water purveyor service and/or sanitary sewer charges, including water meter fees, shall be paid for by Owner. Costs for these items have not been included.
11. Building permit fees are included as an allowance. Additional permit fees are excluded.
12. Platting and/or re-platting, licensing agreements, land-use permitting, and site development permits as well as any costs related thereto, is not included. We assume Owner to provide as-built surveys of the site and have not included land survey certifications of the elevations and locations of work.
13. Contractor shall be given written notice and the opportunity to cure any purported construction defect(s) discovered within the statutory repose period. Contractor shall be given notice of the specific defect and the opportunity to inspect and to make an offer to repair and/or pay for repair of the defect using a mutually agreed contractor as a condition precedent to Owner exercising any dispute resolution procedures pursuant to the terms of the Contract. This provision shall survive completion or termination of the Contract and supersedes and controls over any conflicting provision in the Contract.
14. All extended warranties specified in the Contract Documents, including material/labor warranties, shall be assigned to Owner following Contractor's one-year repair/replacement obligation under the Contract. Thereafter, Contractor's responsibility will be limited to assisting Owner in enforcing warranties provided by manufacturers, suppliers, and subcontractors.

BCGC WORK/ LOGISTICS ITEMS

15. Our GMP is based upon the assumption that Owner, PSC, and all other parties performing work for the Project not under direct contract with Contractor will:
 - a. Comply with Contractor's site-specific safety program.
 - b. Perform work according to Contractor's Project Schedule, and to achieve system and/or area completion dates according to that Schedule.
 - c. Perform work without impacting Contractor's own ability to perform its work according to its plans, or to affect Contractor's ability to maintain or accelerate its Project Schedule.
 - d. Provide detailed schedules, logistical plans, and technical information when and as requested by Contractor, to enable Contractor to maintain or accelerate elements of its own schedule, which may be required to maintain its overall schedule and/or achieve necessary milestone completion dates.
16. Schedule, as well as the updates thereto, will be provided in Asta Powerproject. Cost and/or resource loaded schedules are not included.
17. The schedule, as well as all updates thereto, shall be provided in Asta Powerproject. Cost and/or resource loaded schedules, as well as dollar value relations between the construction schedule and the schedule of values, are not included. Should Owner or PSC wish to have

monthly cash flow projections, Contractor can provide that information in a separate document with its monthly applications for payment.

18. Pricing is based on conducting construction operations during normal working hours; however, work may be performed outside of normal working hours to maintain the schedule. Contractor will advise Owner when work outside of normal working hours is to be performed.
19. Regarding phased projects where the owner occupies a portion of the build, please note that retainage will be released upon completion of each defined package of work and warranty will commence per phase as per the project schedule.
20. We have allowed three (3) working days, from the date inspection is requested, for the AHJ to complete fire final inspections that are required for occupancy of the building. In the event the AHJ is unable to complete fire final inspections within this duration, for reasons beyond the control of Contractor, an equitable time extension shall be granted to the construction schedule duration.
21. Work outside the limits of construction is not included.
22. Phasing and site utilization indicated in the attached *Site Logistics/Utilization Plan* dated September 16, 2024 is under development and is assumed acceptable to Owner. Changes to the phasing and site utilization may impact schedule and/or cost.
23. Temporary covered walks, sidewalks, or any other temporary facilities for Owner related entities are not included.
24. Construction waste recycling requirements are not included.
25. Our pricing was prepared without the benefit of a geotechnical report and as such, certain assumptions were necessary. Adjustments to our pricing (additive and/or deductive), based on the information contained in the report, will be made after its receipt.
26. We anticipate obtaining power, water, telephone, and data utilities from the existing systems. We will pay for all utilities for our construction operations in accordance with the General Conditions.

DESIGN CONSULTANT ITEMS

27. Costs or fees associated with design consultants are not included.
28. Electronic drawing files, (CAD files, CAD backgrounds, electronic copies of the specifications, and BIM/Revit models) costs, and/or fees are not included. Contractor will provide the appropriate release(s) and/or electronic document transfer agreement(s) for the use of these files.
29. It is assumed that the designers of record took the recommendations from the Geotechnical Engineering Study/Report under advisement when designing the Project. Our assumptions are based upon the structural and civil drawings and specifications and not the scope(s) of work and/or methodologies described in the Geotechnical Engineering Study/Report.
30. We will install building components and exterior improvements as shown in the 100% Construction Documents, which include, but are not limited to, components and improvements with accessibility requirements. We and/or our agents do not accept liability for interpreting the design guidelines established by the Americans with Disabilities Act (ADA) and/or the Texas Accessibility Standards (TAS). Furthermore, we and/or our agents do not accept liability for complying with the opinions of the State Accessibility Inspector. We will make our best effort to point out any ADA and/or TAS issues that we become aware of.

31. Mockups are included per Design Documents.
32. We assume that every specification either referenced by manufacturer or performance has been written so that more than one manufacturer for each specification will be able to meet the design intent of the Project, and that details shown in the Contract Documents will not preclude any manufacturer specified from participating in the proposal process. We have not included any provisions for sole source/proprietary specifications.
33. Unless specifically noted otherwise, all color and/or texture/finish selections shall be from manufacturer's standard color/texture/finish choices.
34. Administrative costs, as well as any requirements and/or costs for LEED and/or Green Building certification are not included.
35. PSC to incorporate all Addenda and all accepted Alternates and Cost – Value Options into the Contract Documents.
36. Schedule based on 14 calendar days for submittal reviews and 7 calendar days for RFI reviews. If there is a conflict in review and response time, the more stringent shall take precedence.
37. Testing and certification of indoor air quality is excluded from our GMP. Due care will be exercised during construction to ensure the adequacy of the building's indoor air quality.
38. Our GMP does not include a survey of the site, nor does it include Land Surveyor or Engineer certification of the elevations and locations of the work.
39. Lines and grades shall be established and maintained based upon benchmarks and survey control points caused to be set at the Project site by PSC and/or Owner.
40. Permanent MEP equipment and systems will be utilized for temporary construction and acclimation of the building environment for the installation of finishes. The appropriate temporary filters and protective measures will be provided. Cleaning of the interior of HVAC ductwork, unless compromised during construction, is not included in our GMP.

Division 02 – Existing Conditions

1. Our pricing does not include any accommodations and/or costs for the survey of or remediation of any unforeseen, concealed, or hazardous materials and/or conditions not explicitly identified in the documents; including, but not limited to, asbestos and other hazardous materials; contaminated soils; unknown underground features; location of existing utilities; sample wells or well monitoring; archaeological or antiquities studies; karst features; endangered species, etc.
2. Unforeseen (concealed) conditions are specifically excluded.

Division 03 – Concrete

1. Pier casings are not included.
2. All void boxes are specifically excluded.
3. Grade beams in slab-on-grade construction may be poured separately from the slab. At these locations, there will be no more than seven (7) days between placement of the grade beams and the slab.
4. Curing of concrete will be done in a two-coat application of an approved liquid curing compound in accordance with ACI 308. Wet curing of concrete is not included.

5. Special concrete mixes, which may include special aggregates, special admixtures, hot and cold weather admixtures, white cement and/or integral coloring, are not included.
6. Concrete mix for areas to receive a polished concrete floor finish shall be the same as and consistent with adjacent floor areas that do not receive a polished finish.
7. Despite the most stringent control measures, polished concrete will be imperfect. Cracks, color variations, visible aggregate, stains, and chips are all possibilities due to the nature of the material.
8. Architecturally exposed concrete finishes are not included.
9. Class A finishes will be achieved through rubbing, grinding, brushing, and patching of as-cast concrete. As-cast Class A concrete is not included.
10. Concrete slab finish tolerances will comply with ACI standards. We exclude floor flatness (FF) values that exceed FF 35 and floor levelness (FL) values that exceed 25 at slabs on grade. ACI standards do not recognize FF/FL values for elevated slabs on metal deck due to allowable deflection tolerances in elevated structures, therefore we will endeavor to achieve FF value not to exceed 35 and exclude FL values at slabs on metal deck.

Division 04 – Masonry

1. Masonry dowels assumed to be drilled into the slab.

Division 05 – Metals

1. Special coatings, treatments, or finishes for steel members are not included.
2. Improvement of the standard galvanized finish is not included.
3. Commercial blast cleaning of structural steel and/or miscellaneous steel is not included.

Division 06 – Woods and Plastics – NO CLARIFICATIONS**Division 07 – Thermal and Moisture Protection**

1. Spray fireproofing and/or intumescent paint is not included.
2. Third-party air infiltration and/or water penetration testing not included. Such testing, if performed, shall be by Owner.
3. Air Barrier Association of America (ABAA) Quality Assurance Program is not included.

Division 08 – Openings

1. Ballistic or fire rated glazing or security film are not included.
2. Third-party air infiltration and/or water penetration testing not included. Such testing, if performed, shall be by Owner.

Division 09 – Finishes

1. Color coded painting of MEP systems are not included.
2. Staining or coloring of polished / sealed concrete floors is not included.
3. Painted CMU is included at pavilion columns. Split face CMU is excluded at pavilions.

Division 10 – Specialties – NO CLARIFICATIONS**Division 11 – Equipment – NO CLARIFICATIONS****Division 12 – Furnishings**

1. Furnishings, fixtures, or equipment or allowance for such is not included.
2. Trash receptacles in Specification Section 32 33 00 are excluded as none are shown.

Division 13 – Special Construction

1. The PEMB structure is included as follows:
 - a. Warm Up Area
 - i. Roof: Nucor R-Panel 6" wide, 24ga
 1. Insulation Single Layer 3" Fiberglass
 - ii. Walls: Nucor R-Panel 36" wide, 24ga
 1. Uninsulated
 - b. Service Bay: 30'-0" x 450'-0" x 18'-10 1/2" low eave height. Single Slope roof, 1.25:12" slope.
 - i. Roof: Panel 36" wide, 24ga.
 - ii. Insulation Single Layer 3" Fiberglass
 - iii. Walls: Nucor R-Panel 36" wide, 24ga
 - c. Center Vestibule: 25'-0" x 150'-0" x 15'-0" low eave height. Single Slope roof, 1:12" slope.
 - i. Roof: Nucor R-Panel 6" wide, 24ga
 - ii. Insulation Double Layer Fiberglass R-30 Value
 - iii. Walls: Nucor R-Panel 36" wide, 24ga.
 - iv. Insulation Single Layer Fiberglass R-19 Value
 - d. Design Loads & Codes for New Building
 - i. Code: IBC 2021 - Risk: III
 - ii. Live Load: 20 PSF
 - iii. Secondary Collateral: 5 PSF
 - iv. Ground Snow Load: 5 PSF
 - v. Snow exposure Coefficient: 0.9 - Fully exposed, Unheated
 - vi. Wind Speed: 114 mph - Exposure: C
 - vii. Seismic loads - Soil Class C
 - viii. Ss: 0.057
 - ix. S1:0.036
 - x. Rainfall intensity: 10.3 in/hr

- e. Serviceability Criteria per contract documents:
 - i. Main Primary Vertical Deflection: L/180
 - ii. Horizontal Deflection: L/180
- f. The Project Architect or the Engineer of Record is responsible for specifying Design Loads in accordance with the governing Building Code, local requirements (if any), and special end use requirements.

Division 14 – Conveying Equipment – NO CLARIFICATIONS**Division 21 – Fire Suppression – NO CLARIFICATIONS****Division 22 – Plumbing**

- 1. Natural gas service extension to the site is not included.
- 2. Heat trace, expansion loops, and/or seismic bracing is not included.

Division 23 – Heating, Ventilating, and Air Conditioning

- 1. Permanent MEP equipment and systems will be utilized for temporary construction and acclimation of the building environment for the installation of finishes. The appropriate temporary filters and protective measures will be provided.
- 2. Heat trace, expansion loops, and/or seismic bracing is not included.
- 3. Testing and balancing is included.
- 4. Unless noted otherwise, testing and certification of indoor air quality is specifically excluded.

Division 25 – Integrated Automation – NO CLARIFICATIONS**Division 26 – Electrical**

- 1. Primary electrical design and/or service is not included.
- 2. Primary electrical feed is included from the existing transformer to a new transformer, approximately five (5) to ten (10) feet away. Anything beyond ten (10) feet is excluded.
- 3. Conductors and transformers are assumed to be provided and installed by the service provider. Only empty underground duct-banks are included for service.

Division 27 – Communications

- 1. Telephone and internet services are the responsibility of Owner. Service provider is responsible for running all cabling to IDF.
- 2. Servers, switches, modems and/or other hardware are not included.
- 3. No tele/data software is included of any kind.
- 4. Communication rack, Cat6 cabling from the IDF to three (3) locations, two (2) access control card readers and one (1) 65" TV are included as an allowance.
- 5. Distributed Antenna System and/or infrastructure is not included.

6. Intercom speakers noted "for future" are not included.
7. Network switches and POE switches shall be provided by Owner.

Division 28 – Electronic Safety and Security

1. Surveillance camera and/or intrusion detection system are not included.
2. Access control system included with communications allowance.
3. Lightning protection or ground counterpoise is not included.

Division 31 – Earthwork

1. Existing topsoil excavated on-site will be stockpiled and re-spread as general site fill.
2. Lime and/or cement treated subgrade is not included.
3. Building pad is to be constructed with seven (7) feet of select fill per structural documents. Void boxes are excluded.
4. Termite control is not included.
5. Building(s), curbs, pavements, and sidewalks will be backfilled with clean materials from on-site excavations.
6. Clay cap at building perimeter is excluded.
7. Subgrades at sidewalks, flatwork, and paving will be prepared per Contract Documents, which may experience some potential vertical movement per design. Additional provisions to reduce the potential vertical movement are not shown nor included.

Division 32 – Exterior Improvements

1. All drainage modifications towards existing pond are included as an allowance.
2. Arena fencing is included as chain link per design documents.
3. Painting of fencing of any kind is excluded.
4. Mow strips at fencing are excluded. Chain link fences are shown to be above perimeter grade beams, and therefore do not require mow strips.
5. We have included top soil that consists of two (2) inches mixed with existing subgrade, plus four (4) inches of topsoil.
6. Permanent irrigation systems are excluded. We have included temporary irrigation systems at seeded locations.

Division 33 – Utilities

1. Off-site utilities or extending any utility services to the site is not included.
2. Repair and/or replacement of any damage to existing utilities and/or communication systems is not included. We will perform due diligence in locating and exercise due care when excavating for such systems.
3. Establishment of easements for new and/or re-routed utilities is not included.
4. Utility boring under curbs or fences are excluded. Utilities will be hand dug under those locations.

5. Site fire line calculations shall be performed and implemented in the Contract Documents by the Engineer of Record.

END

COST / VALUE OPTIONS LOG

THE COST / VALUE OPTIONS LOG is a tool used to identify:

- Value Engineering Ideas
- Alternates
- Other possible cost considerations (both additive and deductive)

This tool is used throughout the Preconstruction process to help to define possible scope adjustments to assist in achieving budget and for consideration of options to ensure that the desired scope of the project is achieved.



TARGET VALUE AMOUNT (OR PROJECT BUDGET):			\$	11,000,000
September 25, 2024	100% Construction Documents	GMP:	\$	10,743,272
NEW TOTAL WITH SELECTED ACCEPTED ITEMS:			\$	10,743,272
AMOUNT OVER (+) or Under (-) TARGET VALUE AMOUNT:			\$	(256,728)

Cost - Value Options Log

Williamson County Expo Center - West Arena

September 25, 2024

SUM TOTAL OF COST - VALUE OPTION COLUMN		(\$692,873)	\$0	\$0	(\$692,873)	\$0	\$0	
No.	Item	Order of Magnitude Value	Incorporated	Accepted	Pending Deducts	Pending Adds	Rejected	Comments
ALTERNATES - ALT								
ALT-001	Omit South Pavilions and Associated Work	(\$363,596)			(363,596)			Rough order of magnitude pricing
ALT-002	Omit Temporary Parking Lot	(\$242,252)			(242,252)			Rough order of magnitude pricing
ALTERNATE TOTALS		(\$605,848)	\$0	\$0	(\$605,848)	\$0	\$0	
GENERAL - G								
G-001	Building Perits by Owner	(\$11,000)			(11,000)			
G-002	description G-002							
GENERAL TOTALS		(\$11,000)	\$0	\$0	(\$11,000)	\$0	\$0	
CIVIL - C								
C-001	description C-001							
CIVIL TOTALS		\$0	\$0	\$0	\$0	\$0	\$0	
LANDSCAPE & IRRIGATION - LI								
LI-001	Omit Mixing 2" Topsoil with Subgrade - 4" Topsoil Topping Remains (70% Loam and 30% Compost)	(\$76,025)			(76,025)			
LANDSCAPE, IRRIGATION TOTALS		(\$76,025)	\$0	\$0	(\$76,025)	\$0	\$0	
INTERIOR ARCHITECTURAL - A								
A-001	description A-001							
INTERIOR ARCHITECTURAL TOTALS		\$0	\$0	\$0	\$0	\$0	\$0	
EXTERIOR ENVELOPE OF THE BUILDING - EX								
EX-001	Delete Liner Panels at Arena Soffits (Non-Conditioned)							Pending
EX-002	Delete Batt Insulation at Arena Soffits (Non-Conditioned)							Pending
EXTERIOR ENVELOPE OF THE BUILDING TOTALS		\$0	\$0	\$0	\$0	\$0	\$0	
STRUCTURAL - S								
S-001	description S-001							
STRUCTURAL TOTALS		\$0	\$0	\$0	\$0	\$0	\$0	
PLUMBING - P								
P-001	description P-001							
PLUMBING TOTAL		\$0	\$0	\$0	\$0	\$0	\$0	
MECHANICAL - M								
M-001	description M-001							
MECHANICAL TOTALS		\$0	\$0	\$0	\$0	\$0	\$0	
ELECTRICAL - E								
E-001	description E-001							
ELECTRICAL TOTALS		\$0	\$0	\$0	\$0	\$0	\$0	
COMMUNICATIONS, AUDIO VIDEO, SECURITY, ETC... from DIV 27+28 - COMM								
COMM-001	description COMM-001							
COMMUNICATIONS, AUDIO VIDEO, SECURITY, ETC.		\$0	\$0	\$0	\$0	\$0	\$0	
GENERAL NOTES PERTAINING TO THIS LOG:								
Items on this log indicate the magnitude of potential cost savings (negative amounts in parenthesis) or additions (positive amounts). These magnitude values are to be considered as Allowances until such time as final pricing can be compiled based on final design modifications, information, and incorporation. Line-item costs could change as additional and/or clarified information is provided.								
The items listed by Bartlett Cocke General Contractors on this Log are made in its capacity as a commercial builder and not as a designer and have not been vetted by a design professional. Additionally, the items are offered solely for consideration and are not to be construed as being recommended or endorsed by Bartlett Cocke General Contractors.								

SITE LOGISTICS PLAN

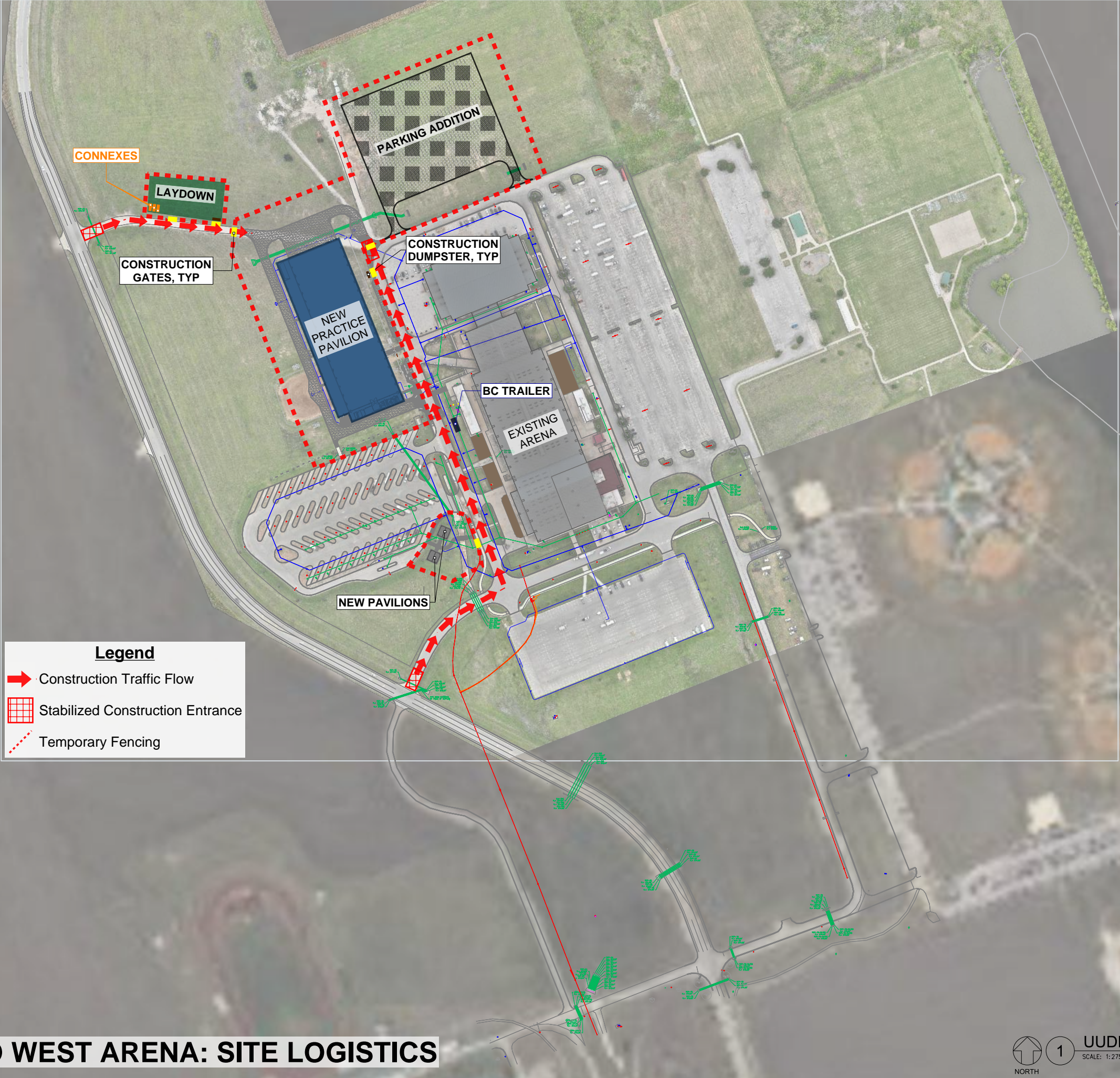
THE SITE LOGISTICS AND UTILIZATION PLAN is both a communication and planning tool that Bartlett Cocke General Contractors develops to convey our project approach. The plan is utilized to illustrate how we will phase the project, impact the project site, where temporary facilities, structures and equipment will be placed, how we plan to direct construction and pedestrian traffic and to highlight other important, construction site-related information.

SEPTEMBER 16, 2024

BARTLETT COCKE
SURVEYING & ENGINEERING

3330 Caseybridge Court
Austin, TX 78744
512.326.4223 Office
www.bartlettcocke.com

WILLIAMSON COUNTY EXPO CENTER
TAYLOR, TEXAS



Legend

- Construction Traffic Flow
- Stabilized Construction Entrance
- Temporary Fencing

APWA Uniform Color Codes

White	Proposed Excavation
Pink	Temporary Survey Markings
Red	Electric Power Lines, Cables, Conduit, and Lighting Cables
Yellow	Gas, Oil, Steam, Petroleum, or Gaseous Materials
Orange	Communication, Alarm or Signal Lines, Cables, or Conduit
Blue	Potable Water
Purple	Reclaimed Water, Irrigation, and Slurry Lines
Green	Sewers and Drain Lines

DATE: 9/5/2024
DRAWN BY: AM

UUDPP
SITE PLAN

SHEET NO:

BC

1.1

WILCO EXPO WEST ARENA: SITE LOGISTICS



1

UUDPP SITE PLAN

SCALE: 1:275

SCHEDULE

PROJECT MILESTONES are per the summary below. Reference the attached schedule for additional details.

ISSUE 100% CD DOCUMENTS – ISSUE FOR BID	JULY 31, 2024
BC BID DAY	AUGUST 27, 2024
SUBMIT GMP	SEPTEMBER 10, 2024
REVISED GMP SUBMISSION	SEPTEMBER 25, 2024
OCTOBER COUNCIL GMP APPROVAL	OCTOBER 8, 2024
NOTICE TO PROCEED WITH CONSTRUCTION	OCTOBER 8, 2024
SUBSTANTIAL COMPLETION (12 MONTHS)	OCTOBER 8, 2025

CRITICAL SCHEDULE ACTIVITIES/ CLARIFICATIONS:

- FINAL GMP APPROVAL TO BE RECEIVED ON OR BEFORE OCTOBER 8, 2024
- SDP APPROVAL TO BE RECEIVED ON OR BEFORE OCTOBER 8, 2024
- DRAINAGE APPROVAL TO BE RECEIVED ON OR BEFORE OCTOBER 8, 2024
- BUILDING PERMIT APPROVAL TO BE RECEIVED ON OR BEFORE DECEMBER 20, 2024

Start: 7/1/2024 Finish: 10/1/2025 Data Date: 7/1/2024 Print Date: 8/20/2024 Page 1 of 4				Wilco Expo Arena
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[illegible]

Start: 7/1/2024
Finish: 10/1/2025
Data Date: 7/1/2024
Print Date: 8/20/2024
Page 2 of 4



Parkhill

Wilco Expo Arena

[illegible]

Start: 7/1/2024
Finish: 10/1/2025
Data Date: 7/1/2024
Print Date: 8/20/2024
Page 3 of 4



Parkhill

Wilco Expo Arena

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.

Bartlett Cocke
Austin, TX United States

Certificate Number:
2024-1173704

Date Filed:
06/11/2024

Date Acknowledged:

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.

202041
Williamson County Expo Center West Arena

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Stevens, Sean	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Sean Stevens, and my date of birth is [REDACTED].

My address is [REDACTED], Austin, TX, 78744, US.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 11th day of June, 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

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

Bartlett Cocke
Austin, TX United States

Certificate Number:
2024-1173704

Date Filed:
06/11/2024

Date Acknowledged:
06/12/2024

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

Williamson County

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.

202041
Williamson County Expo Center West Arena

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Stevens, Sean	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:** 10/08/2024

Approval of Amendment for the Wilco Justice Center Building Automation System MAU Replacement.

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 Automated Logic Contracting Services, Inc. extending the lead time and expiration of the contract from October 9, 2024 to March 31, 2025, and authorizing the execution of the amendment.

Background

Due to unexpected delays with the equipment order, the lead time is going to extend past the October 9, 2024, expiration date to March 31, 2025. The original Service Contract was approved April 9, 2024, under Buy Board Coop # 720-23. The Funding Source is 01.0100.1008.004509. This is a rollover project from FY 2024. Point of contact is Christy Matoska, Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Amendment

TEC 1295

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Theresa Gross

Final Approval Date: 10/03/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/03/2024 12:00 PM

10/03/2024 12:33 PM

Started On: 10/01/2024 10:38 AM

AMENDMENT TO WILLIAMSON COUNTY SERVICE CONTRACT

Automated Logic Contracting Services, 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 AGREEMENT (“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 Automated Logic Contracting Services, 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 April 9, 2024 (the “Contract”), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

WHEREAS, the Parties desires to amend the Contract to modify the Project Completion Date to accommodate unexpected delays.

NOW THEREFORE, the Parties agree that the Contract is amended as follows:

AMENDMENT

- I. Section II. Effective Date and Term of the Contract 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 (“Effective Date”) and shall continue until the Projection 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 services 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 set to be March 31st, 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 Contract; and,

furthermore, the Contract and this Amendment are the valid, binding, and enforceable obligations of such party.

- III. All other terms of the Contract 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:

AUTOMATED LOGIC CONTRACTING SERVICES, INC:

Authorized Signature

Authorized Signature

Jose Vazquez

County Judge/Presiding Officer

Printed Name

Date: _____

Date: 10-2-2024

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

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

RippnerTennis
Austin, TX United States

Certificate Number:
2024-1220809

Date Filed:
09/30/2024

Date Acknowledged:
10/01/2024

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

Williamson County Regional Park

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.

22RFP112
Tennis Operations and Pro Shop Manager

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.

☐

UNSWORN DECLARATION

_____ 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)

(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.

Automated Logic Contracting Services, Inc.
Austin, TX United States

Certificate Number:
2024-1222308

Date Filed:
10/03/2024

Date Acknowledged:

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.

PO 186050
Building Automation and Control, Plumbing, heating and air conditioning contractors

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**40.****Meeting Date:** 10/08/2024

Approval of Amendment for Jail South Chiller Project with Jay Harkins Company, Inc. for Facilities Management

Submitted By: Theresa Gross, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action approving an amendment to Jay Harkins Company Inc., extending the lead time and expiration of the contract from July 31, 2024, to December 31, 2024, and authorizing the execution of the amendment.

Background

Due to delays getting equipment ordered, the lead time is going to extend past the July 31, 2024, expiration date to December 31, 2024. The original Service Contract was approved on August 22, 2023, under RFP #23RFP74. This is a rollover project from FY2024. 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

Amendment

TEC 1295

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Theresa Gross

Final Approval Date: 10/03/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/02/2024 04:57 PM

10/03/2024 08:17 AM

Started On: 09/23/2024 02:02 PM

AMENDMENT TO WILLIAMSON COUNTY SERVICE CONTRACT

Jay Harkins Company Inc.

Jail South Chiller Project

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 Jay Harkins Company 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 August 22, 2023 (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 effective as of the date of the last party's execution below (the "Effective Date") and shall continue until the Project Completion Date. 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 **December 31, 2024**, 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: _____

JAY HARKINS COMPANY INC:



Authorized Signature



Printed Name

Date:  _____

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.

Jay Harkins Company
Elgin, TX United States

Certificate Number:
2024-1217659

Date Filed:
09/23/2024

Date Acknowledged:

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

Williamson County Purchasing Department

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.

23RFP74
Chiller Replacement

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.



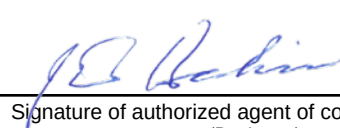
6 UNSWORN DECLARATION

My name is [REDACTED], and my date of birth is [REDACTED].

My address is [REDACTED] (street), [REDACTED] (city), [REDACTED] (state), [REDACTED] (zip code), [REDACTED] (country).

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

Executed in Bastrop County, State of Texas, on the 23 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

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

Jay Harkins Company
Elgin, TX United States

Certificate Number:
2024-1217659

Date Filed:
09/23/2024

Date Acknowledged:
09/23/2024

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

Williamson County Purchasing Department

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.

23RFP74
Chiller Replacement

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**41.****Meeting Date:** 10/08/2024

Approval of Contract Renewal #1 23IFB109 Hauling Services for Husky Trucking LLC for Road and Bridge Departmen

Submitted By: Cheryl Johnson, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action to authorize Renewal #1 for or contract #23IFB109 for Hauling Services for Husky Trucking LLC for Road and Bridge Department, for the same rates, terms and conditions as the existing contract for the term of November 2, 2024 through November 1, 2025.

Background

This is the first (1) of two (2) renewals for this contract. Contract# 23IFB109 Hauling Services for Husky Trucking LLC for Road and Bridge Department. The Road and Bridge Department has confirmed the vendor met all of the County requirements for this contract and requests renewal. The funding sources are 01.0200.0210.003544 and 01.0200.0210.003597 and the point of contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Renewal 1 Husky Trucking
1295 document

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Cheryl Johnson
Final Approval Date: 10/03/2024

Reviewed By

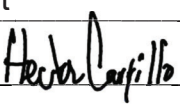
Joy Simonton
Becky Pruitt

Date

10/02/2024 05:12 PM
10/03/2024 08:30 AM
Started On: 09/30/2024 03:32 PM



Summary Agreement for Renewal of Williamson County Contract

Contract Number:	23IFB109	Department:	Road and Bridge/County Engineer
Vendor Name:	Husky Trucking LLC		
Purpose/Intended Use of Product or Service (summary):			
Hauling Services			
Type of Contract:	IFB	Start Date:	11-02-2024
Purchasing Contact:	Cheryl Johnson	End Date:	11-01- 2025
Department Contact:	Kelly Murphy		
<p>Williamson County wishes to extend this bid/proposal for the same terms, and conditions as the existing.</p> <ul style="list-style-type: none"> PLEASE INCLUDE THE FOLLOWING: <ul style="list-style-type: none"> COMPLETED 1295 FORM. RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL. DOCUMENTATION SUBSTANTIATING THE INCREASE. Two Renewals at Twelve months each. <p>Renewal Option 1 -----11-02-2024 -- 11-01-2025 Initial Contract Period ----- 12-01-2023 -- 11-01-2024</p>			
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE			
Vendor <u>Husky Trucking LLC</u>		Williamson County, 710 Main St., Georgetown, TX 78626	
Name <u>Hector Carillo</u>		Bill Gravell, Jr	
Title <u>President</u>		Williamson County Judge	
Signature <u></u>		Signature- _____	
Date <u>September 30, 2024</u>		Date- _____	

FY24/FY25 Pricing

Company:

Husky Trucking

ITEM #	DESCRIPTION		UNIT	UNIT PRICE
1	Hauling, 0.0 to 5.5 Miles (Mile Minimum)		TON	\$ 2.229
	Hauling, 5.6 to 10.0 Miles (Mile Minimum)		TON	\$ 3.499
	Hauling, 10.1 to 15.0 Miles (Mile Minimum)		TON	\$ 4.299
	Hauling, 15.1 to 46.0 Miles (A mileage chart may be attached showing prices for 15 plus miles)		TON-MILE	\$ 0.2099
	Hauling, 46.1 Miles and over (A mileage chart may be attached showing prices for 15 plus miles)		TON-MILE	\$ 0.2099
	Belly Dump	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
	End Dump	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
	12 yd Bob Tail	<input type="checkbox"/> YES <input type="checkbox"/> NO		
	8 yd Bob Tail	<input type="checkbox"/> YES <input type="checkbox"/> NO		

*Unit price shall be based on fully loaded truck.

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.

Husky Trucking LLC
Georgetown, TX United States

Certificate Number:
2024-1220960

Date Filed:
09/30/2024

Date Acknowledged:

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.

IFB#23IFB109 Hauling Services
Hauling Services

[illegible]

6

[REDACTED]

My name is [REDACTED], [REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

Heidi Castillo

Signature of authorized agent of contracting business entity

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.

Husky Trucking LLC
Georgetown, TX United States

Certificate Number:
2024-1220960

Date Filed:
09/30/2024

Date Acknowledged:
09/30/2024

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

Williamson County

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.

IFB#23IFB109 Hauling Services
Hauling Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Niagara Consulting Inc.	Warminster 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**42.****Meeting Date:** 10/08/2024

Surveying And Mapping (SAM) 2586 Contract Amendment No 3 Surveying Svcs

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on Contract Amendment No 3 under Williamson County Contract for Surveying Services between Surveying And Mapping and Williamson County dated May 19, 2020 for Surveying Services. Funding source: P588.

Background

This Contract Amendment No 3 will allow for an increase in the compensation cap from \$1,100,000.00 to \$1,300,000.00.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Surveying And Mapping (SAM) 2586 Contract Amendment No 3 Surveying Svcs

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 10/03/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

10/03/2024 10:13 AM

10/03/2024 10:49 AM

Started On: 10/03/2024 08:29 AM

CONTRACT AMENDMENT NO. 3
TO
WILLIAMSON COUNTY CONTRACT FOR
SURVEYING SERVICES

WILLIAMSON COUNTY ROAD & BRIDGE PROJECT: Surveying Services ("Project")

THIS CONTRACT AMENDMENT NO. 3 to Williamson County Contract for Surveying Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Surveying And Mapping (the "Surveyor") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Surveyor executed the Williamson County Contract for Surveying Services dated effective May 19, 2020 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$1,100,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

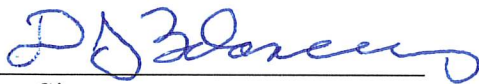
NOW, THEREFORE, premises considered, the County and the Surveyor agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$1,100,000.00 to \$1,300,000.00, reflecting a total increase of \$200,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Surveyor have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

SURVEYOR:

By: 
Signature

Donald Zdancewicz
Printed Name

Austin Survey Dept. Manager
Title

10/2/2024
Date

COUNTY:

By: _____
Signature

Bill Gravell, Jr.
Printed Name

Williamson County Judge
Title

Date

Commissioners Court - Regular Session**43.****Meeting Date:** 10/08/2024

Surveying And Mapping 2586 WA13 SA1 Corridor E3/E4

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on Supplemental No. 1 to Work Authorization No 13 in the amount of \$171,020.00 to expire May 31, 2025, under Williamson County Contract for Surveying Services between Surveying And Mapping and Williamson County dated May 19, 2020 for Corridor E3/E4 from CR 127 to CR 327. Funding source: P588.

Background

Extending the limits to allow for surveying services to support up to 24 additional parcels as part of the East Wilco Highway Segment 6 project.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Surveying And Mapping 2586 WA13 SA1 Corridor E3/E4

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 10/03/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

10/03/2024 10:13 AM

10/03/2024 10:50 AM

Started On: 10/03/2024 08:36 AM

SUPPLEMENTAL WORK AUTHORIZATION NO. 01
TO
WORK AUTHORIZATION NO. 13

WILLIAMSON COUNTY CORRIDOR PROJECT:
CORRIDOR E3/E4 (EAST WILCO HWY SEGMENT 6)
FROM CR 127 TO CR 327

This Supplemental Work Authorization No. 01 to Work Authorization No. 13 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 19, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Surveying and Mapping, LLC** (the "Surveyor").

WHEREAS, the County and the Surveyor executed Work Authorization No. 13 dated effective December 20, 2023 (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 Surveyor agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The Services to be Provided by the Surveyor that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed, and modified to show an increase in the total parcel acquisitions, due to engineering modifications in the previously established right-of-way (ROW) footprint and extension of the project limits. Project Description outline has been modified to outline the project limits being extended, and Item 3.c, Parcel Acquisition Documents services used for acquisition, will increase from **56** additional parcels to an amount **not to exceed 80** total parcels. All changes and additions to services provided will be shown in the revised Attachment "B" (must be attached).
- II. The Work Authorization shall terminate on **May 31, 2025**. The Services to be Provided by the Surveyor shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The updated Work Schedule is attached hereto as Attachment "C" (must be attached).

III. The maximum amount payable for service under the Work Authorization is hereby increased by **\$171,020.00** from \$351,674.45 to **\$522,694.45**. The revised Fee Schedule is attached hereto as Attachment "D" (must be attached).


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, in duplicate, to be effective as of the date of the last party's execution below.

SURVEYOR:

Surveying and Mapping, LLC

By: 
Signature

Donald Zdancewicz
Printed Name

Survey Dept. Manager
Title

9/25/24
Date

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date

LIST OF ATTACHMENTS

- Attachment A – Services to be Provided by County
- Attachment B – Services to be Provided by Surveyor
- Attachment C – Work Schedule
- Attachment D – Fee Schedule

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY FOR
CORRIDOR E3/E4 (EAST WILCO HWY SEGMENT 6)
FROM CR 127 TO CR 327

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's project manager.
2. Assistance to the Surveyor, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.
3. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.
4. Provide timely reviews and decisions necessary for the Surveyor to maintain the project work schedule. Review recommendations offered by the Surveyor, progress of work, and final acceptance of all documents.
5. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.
6. Assist with coordination between the Surveyor and the County's other consultants.
7. The horizontal datum for this project will be NAD83 (2011) Texas Coordinate System, Central zone, with a scale factor of 1.00012, or as otherwise provided by the County.
8. Aluminum caps to Surveyor for ROW monumentation.
9. Will provide previously obtained ROEs granted through the corridor. Any additional ROEs needed, the County will provide Notices of Entry obtained through their ROW team, or will provide the template ROE Letter, as approved by the Precinct Commissioner, for submission to owners, by Surveyor. Surveyor will notify the County Project Coordinator of any refusals to grant ROE or unresponsive landowners. County will facilitate resolution of any refusals to grant ROE and/or communication with landowners, who are hostile with respect to completion of the WA.
10. Provide Title Commitments related to impacted acquisition parcels for surveyor review and reference.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE SURVEYOR FOR
CORRIDOR E3/E4 (EAST WILCO HWY SEGMENT 6)
FROM CR 127 TO CR 327

PROJECT AMENDMENT

PROJECT SCOPE

This amendment hereby modifies the Project Description with an extension of project limits and increases the Parcel Acquisition Documents services from 56 parcel acquisitions to an amount not to exceed 80 parcel acquisitions. Surveyor's Scope of Services is limited to those items outlined below.

PROJECT DESCRIPTION

Project Limits (originally from US 79 to CR 127)

- a. The project limits are extended from CR 127 to CR 327.

3. RIGHT-OF-WAY (ROW) MAPPING

- c. Parcel Acquisition Documents (up to **80** total parcel documents assumed; up to **80** total parcel staking's assumed):
 - Surveyor shall prepare preliminary parcel descriptions with associated parcel plats for ROW parcel and easement acquisition. Surveyor will perform sufficient 2-dimensional location of substantial features found within 25 feet of the proposed ROW lines and note any improvements requiring removal/relocation.
 - After receipt of title commitments, set appropriate monumentation in accordance with County requirements. Prepare signed and sealed documents for ROW parcel and easement acquisition(s).
 - Stake proposed ROW with suitable markers as requested, on a parcel-by-parcel basis, for the purposes of fence construction, utility installation, or property owner requests.

DELIVERABLES:

- Draft Parcel Acquisition Documents (pdf)
- Preliminary ROW map (roll plot – submitted with draft exhibits)
- Final Signed and Sealed Parcel Acquisition Documents (pdf)
- Survey CADD files
- ASCII point file of all points located/set during the course of the survey

EXHIBIT C - WORK SCHEDULE																																			
Surveying and Mapping, LLC																																			
Start Date	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12 - Week 44	Week 45	Week 46	Week 47	Week 48	Week 49	Week 50	Week 51	Week 52	Week 53	Week 54	Week 55	Week 56	Week 57	Week 58	Week 59	Week 60	Week 61	Week 62	Week 63	Week 64	Week 65	Week 66	Week 67 - 80
NOTE*	1/8/24	1/15/24	1/22/24	1/29/24	2/5/24	2/12/24	2/19/24	2/26/24	3/4/24	3/11/24	3/18/24	3/25/24 - 10/28/24	11/4/24	11/11/24	11/18/24	11/25/24	12/2/24	12/9/24	12/16/24	12/23/24	12/30/24	1/6/25	1/13/25	1/20/25	1/27/25	2/3/25	2/10/25	2/17/25	2/24/25	3/3/25	3/10/25	3/17/25	3/24/25	3/31/25	4/7/25 - 5/30/25
Establish Project Control																																			
Right of Entry Coordination																																			
ROW Field Surveys																																			
Boundary Analysis/Prepare Prelim ROW Documents (Original 56)																																			
Prepare Final ROW Documents (Original 56)																																			
Establish ROW Monumentation (Original 56)																																			
Boundary Analysis/Prepare Prelim ROW Documents (Additional 24)																																			
Prepare Final ROW Documents (Additional 24)																																			
Establish ROW Monumentation (Additional 24)																																			
County Review																																			
*Weather and right of entry dependant. Gaining ROE from all landowners in a timely manner will be critical in meeting deadlines for this project.																																			

**ATTACHMENT D
TIME & MATERIALS PAYMENT BASIS
SURVEY SERVICES**

Project: Corridor E
Proposal Number: 1019052774Q

TASK DESCRIPTION	SENIOR PROJECT MANAGER	PROJECT MANAGER	STAFF SURVEYOR	SENIOR SURVEY TECHNICIAN	SURVEY TECHNICIAN	2-PERSON SURVEY CREW	3-PERSON SURVEY CREW	FIELD COORDINATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
										\$0.00
Records Research and Deed Study (Up to 24 additional properties)	4	14		28	55					\$11,430.00
Field Surveys	2	6		16	36	200		10		\$38,658.00
Boundary Analysis	4	20	12	36	28					\$12,244.00
Prepare Preliminary ROW Documents (Up to 24 additional parcels)	6	24	6	96	240					\$39,810.00
Prepare Final ROW Documents (Up to 24 additional parcels, includes review of title commitment)	2	12	4	24	72					\$12,516.00
Establish ROW Monumentation (Up to 96 iron rods)	2	4		12	12	100		5		\$19,521.00
										\$0.00
										\$0.00
Stake Proposed ROW (Up to 15 mobilizations)	2	4		10	20	150		7		\$28,045.00
										\$0.00
										\$0.00
										\$0.00
SUB-TOTALS	22	84	22	222	463	450	0	22	0	\$162,224.00
HOURS SUB-TOTALS	22	84	22	222	463	450	0	22	0	1285
CONTRACT RATE PER HOUR	\$180.00	\$160.00	\$135.00	\$110.00	\$98.00	\$155.00	\$195.00	\$105.00	\$75.00	
TOTAL LABOR COSTS	\$3,960.00	\$13,440.00	\$2,970.00	\$24,420.00	\$45,374.00	\$69,750.00	\$0.00	\$2,310.00	\$0.00	\$162,224.00

OTHER DIRECT EXPENSES		# OF UNITS	COST/UNIT							
Mileage (number x current state rate)		3800	\$0.670	per mile						\$2,546.00
GPS Receiver		250	\$25.00	per hour						\$6,250.00
SUBTOTAL DIRECT EXPENSES										\$8,796.00

SUMMARY		
LABOR COSTS		\$162,224.00
NON-SALARY (OTHER DIRECT EXPENSES)		\$8,796.00
TOTAL SAM SURVEY		\$171,020.00

Commissioners Court - Regular Session**44.****Meeting Date:** 10/08/2024

22IFB141 CR 258 Extension - Change Order #6 (Balancing)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 6 in the amount of (\$523,234.36) for Project 22IFB141 CR 258 Extension (Joe Bland Construction) P: 277 Funding Source: Road Bond.

Background

This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order also adds an item for block sod that was placed on the northern portion of the cul-de-sac that was removed from Questa Trail. Please see attached Change Order for additional details.

This Change Order results in a net decrease of \$523,234.36 to the Contract amount, for an adjusted Contract total of \$6,144,681.15. The original Contract amount was \$5,836,754.36. As a result of this and all Change Orders to-date, \$307,926.79 has been added to the Contract, resulting in a 5.28% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

22IFB141-CR258 CO#6

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 10/03/2024

Reviewed By

Becky Pruitt

Date

10/03/2024 10:44 AM

Started On: 10/02/2024 08:45 AM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 6

Contractor: Joe Bland Construction

NTP Required:

☐ Yes ☒ No

Project Name: CR 258 Extension

Change Order Work Limits: Sta. 41+51.63 to Sta. 69+26.38

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

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

Describe the work being revised:

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order also adds an item for vegetation establishment.

Work to be performed in accordance with Items:

See Attached

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

N/A

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).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR

Date 9/9/24

By

Typed/Printed Name

Kyle Klussmann

Typed/Printed Title

Project Manager

The following information must be provided

Time Ext. #:

N/A

Days added on this CO:

0

Amount added by this change order:

(\$523,234.36)

Original Contract Amount:

\$5,836,754.36

Total Change Orders To-Date:

\$307,926.79

Percent Change in Original Contract:

5.28%

RECOMMENDED FOR EXECUTION:



Senior Construction Engineer

9/23/2024

Date

RECOMMENDED FOR EXECUTION:



Department of Infrastructure
Williamson County

10/1/2024

Date



Program Manager

10/1/2024

Date

APPROVED:

N/A

3rd Party Signature

Date

Presiding Officer of the
Williamson County Commissioners Court

Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 6

Project # 22IFB141

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
106 6002	OBLITERATING ABANDONED ROAD	SY	\$8.50	1,342.00	\$11,407.00	350.00	1,692.00	\$14,382.00	\$2,975.00
161 WC01	EROSION CONTROL COMPOST (3")	SY	\$9.50	8,425.00	\$80,037.50	(8,425.00)	0.00	\$0.00	(\$80,037.50)
162 WC103	MULCH TOPDRESSING (5")	SY	\$1.25	8,425.00	\$10,531.25	(8,425.00)	0.00	\$0.00	(\$10,531.25)
164 WC10	SEEDING FOR EROSION CONTROL (TEMP) (WARM) (TY 10)	SY	\$0.75	27,078.00	\$20,308.50	(20,354.00)	6,724.00	\$5,043.00	(\$15,265.50)
168 WC01	VEGETATIVE WATERING	MG	\$22.50	1,625.00	\$36,562.50	(1,525.00)	100.00	\$2,250.00	(\$34,312.50)
260 6043	LIME (HYD, COM OR QK)(SLURRY)	TON	\$209.00	338.00	\$70,642.00	(338.00)	0.00	\$0.00	(\$70,642.00)
260 6073	LIME TRT (SUBGRADE)(8")	SY	\$8.25	18,751.00	\$154,695.75	(18,751.00)	0.00	\$0.00	(\$154,695.75)
310 6001	PRIME COAT (MULTI OPTION)	GAL	\$5.40	3,465.00	\$18,711.00	(625.00)	2,840.00	\$15,336.00	(\$3,375.00)
316 6193	AGGR(TY-D GR-5 SAC-B)	CY	\$197.00	146.00	\$28,762.00	11.00	157.00	\$30,929.00	\$2,167.00
316 6413	ASPH (AC-15P,HFRS-2P OR CRS-2P)	GAL	\$5.30	6,535.00	\$34,635.50	(1,315.00)	5,220.00	\$27,666.00	(\$6,969.50)
432 6010	RIPRAP (CONC)(CL B)(5 IN)	CY	\$716.00	431.00	\$308,596.00	46.78	477.78	\$342,090.48	\$33,494.48
432 6042	RIPRAP (CONC)(DISSIPATER)	CY	\$965.57	3.00	\$2,896.71	(2.39)	0.61	\$589.00	(\$2,307.71)
432 6045	RIPRAP (MOW STRIP)(4IN)	CY	\$546.00	39.00	\$21,294.00	0.41	39.41	\$21,517.86	\$223.86
459 6007	GABION MATTRESSES (GALV)(12 IN)	SY	\$111.00	1,186.00	\$131,646.00	71.00	1,257.00	\$139,527.00	\$7,881.00
506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	\$32.00	768.00	\$24,576.00	(576.00)	192.00	\$6,144.00	(\$18,432.00)
506 6011	ROCK FILTER DAMS (REMOVE)	LF	\$13.50	768.00	\$10,368.00	(576.00)	192.00	\$2,592.00	(\$7,776.00)
506 6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	\$22.50	666.00	\$14,985.00	(555.00)	111.00	\$2,497.50	(\$12,487.50)
506 6024	CONSTRUCTION EXITS (REMOVE)	SY	\$10.00	666.00	\$6,660.00	(555.00)	111.00	\$1,110.00	(\$5,550.00)
506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	\$3.50	7,649.00	\$26,771.50	(2,112.00)	5,537.00	\$19,379.50	(\$7,392.00)
506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	\$1.00	7,649.00	\$7,649.00	(2,112.00)	5,537.00	\$5,537.00	(\$2,112.00)
	TOTALS				\$1,021,735.21			\$636,590.34	(\$385,144.87)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 6

Project # 22IFB141

TABLE B: Contract Items (Continued)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
508 6001	CONSTRUCTING DETOURS	SY	\$89.00	370.00	\$32,930.00	(370.00)	0.00	\$0.00	(\$32,930.00)
512 6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	LF	\$10.00	40.00	\$400.00	(5.00)	35.00	\$350.00	(\$50.00)
512 6057	PORT CTB (REMOVE)(LOW PROF)(TY 1)	LF	\$9.00	40.00	\$360.00	(5.00)	35.00	\$315.00	(\$45.00)
529 6032	CONCRETE GUTTER (MODIFIED)	LF	\$21.00	981.00	\$20,601.00	(210.00)	771.00	\$16,191.00	(\$4,410.00)
530 6005	DRIVEWAYS (ACP)	SY	\$28.00	726.00	\$20,328.00	71.00	797.00	\$22,316.00	\$1,988.00
540 6001	MTL W-BEAM GD FEN (TIM POST)	LF	\$32.00	600.00	\$19,200.00	(7.00)	593.00	\$18,976.00	(\$224.00)
560 6001	MAILBOX INSTALL-S (TWG-POST) TY 1	EA	\$281.00	5.00	\$1,405.00	(5.00)	0.00	\$0.00	(\$1,405.00)
644 6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	\$422.00	9.00	\$3,798.00	(1.00)	8.00	\$3,376.00	(\$422.00)
662 6004	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	LF	\$0.70	6,676.00	\$4,673.20	(6,676.00)	0.00	\$0.00	(\$4,673.20)
662 6016	WK ZN PAV MRK NON-REMOV (W)24"(SLD)	LF	\$5.50	28.00	\$154.00	(28.00)	0.00	\$0.00	(\$154.00)
662 6034	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	LF	\$1.00	6,208.00	\$6,208.00	(6,208.00)	0.00	\$0.00	(\$6,208.00)
662 6050	WK ZN PAV MRK REMOV (REFL) TY II-A-A	EA	\$5.50	114.00	\$627.00	(114.00)	0.00	\$0.00	(\$627.00)
665 6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	\$0.40	6,837.00	\$2,734.80	16.00	6,853.00	\$2,741.20	\$6.40
666 6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	\$0.75	5,845.00	\$4,383.75	1,814.00	7,659.00	\$5,744.25	\$1,360.50
666 6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	\$0.75	6,837.00	\$5,127.75	16.00	6,853.00	\$5,139.75	\$12.00
666 6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	\$1.00	5,845.00	\$5,845.00	1,809.00	7,654.00	\$7,654.00	\$1,809.00
3076 6003	D-GR HMA TY-B PG64-22 (EXEMPT)	TON	\$120.00	2,730.00	\$327,600.00	(131.40)	2,598.60	\$311,832.00	(\$15,768.00)
3076 6070	D-GR HMA TY-D PG76-22 SAC-B (EXEMPT)	TON	\$147.00	1,461.00	\$214,767.00	(15.14)	1,445.86	\$212,541.42	(\$2,225.58)
6001 6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	\$39.00	134.00	\$5,226.00	(78.00)	56.00	\$2,184.00	(\$3,042.00)
G6.09	Protective Fencing Type A Chain Link Fence	LF	\$4.25	25.00	\$106.25	(25.00)	0.00	\$0.00	(\$106.25)
W4.04.24	Encasement Pipe, 24" Dia., Steel	LF	\$206.00	223.00	\$45,938.00	(57.00)	166.00	\$34,196.00	(\$11,742.00)
999-WC-01	FORCE ACCOUNT	DOL	\$1.00	25,000.00	\$25,000.00	(25,000.00)	0.00	\$0.00	(\$25,000.00)
999-WC-02	FORCE ACCOUNT -ESTIMATED RIDE QUALITY/BONUS/PENALTY	DOL	\$1.00	9,200.00	\$9,200.00	(13,240.00)	-4,040.00	(\$4,040.00)	(\$13,240.00)
ELIZABETH PARKWAY SAFETY IMPROVEMENTS									
161 WC01	EROSION CONTROL COMPOST (3")	SY	\$9.50	1,162.00	\$11,039.00	(1,162.00)	0.00	\$0.00	(\$11,039.00)
162 WC103	MULCH TOPDRESSING (5")	SY	\$1.25	1,162.00	\$1,452.50	(1,162.00)	0.00	\$0.00	(\$1,452.50)
164 WC04	SEEDING FOR EROSION CONTROL (TEMP) (COOL) (TY 4)	SY	\$0.75	2,323.00	\$1,742.25	(2,323.00)	0.00	\$0.00	(\$1,742.25)
168 WC01	VEGETATIVE WATERING	MG	\$22.50	93.00	\$2,092.50	(93.00)	0.00	\$0.00	(\$2,092.50)
496 6007	REMOV STR (PIPE)	LF	\$25.00	64.00	\$1,600.00	(64.00)	0.00	\$0.00	(\$1,600.00)
506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	\$32.00	120.00	\$3,840.00	(120.00)	0.00	\$0.00	(\$3,840.00)
506 6011	ROCK FILTER DAMS (REMOVE)	LF	\$13.50	120.00	\$1,620.00	(120.00)	0.00	\$0.00	(\$1,620.00)
529 6002	CONC CURB (TY II)	LF	\$45.00	67.00	\$3,015.00	(67.00)	0.00	\$0.00	(\$3,015.00)
The "Totals" from Table B of the previous work sheet:					\$1,021,735.21			\$636,590.34	(\$385,144.87)
TOTALS					\$1,804,749.21			\$1,276,106.96	(\$528,642.25)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 6

Project # 22IFB141

TABLE B: Contract Items (Continued)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
666 6006	REFL PAV MRK TY I (W)4"(DOT)(100MIL)	LF	\$1.25	230.00	\$287.50	4.00	234.00	\$292.50	\$5.00
666 6030	REFL PAV MRK TY I (W)8"(DOT)(100MIL)	LF	\$2.50	147.00	\$367.50	(9.00)	138.00	\$345.00	(\$22.50)
666 6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	\$1.25	834.00	\$1,042.50	71.00	905.00	\$1,131.25	\$88.75
666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	\$5.75	31.00	\$178.25	1.00	32.00	\$184.00	\$5.75
666 6168	REFL PAV MRK TY II (W) 4" (DOT)	LF	\$1.25	230.00	\$287.50	4.00	234.00	\$292.50	\$5.00
666 6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	\$0.40	5,514.00	\$2,205.60	174.00	5,688.00	\$2,275.20	\$69.60
666 6176	REFL PAV MRK TY II (W) 8" (DOT)	LF	\$1.25	147.00	\$183.75	(9.00)	138.00	\$172.50	(\$11.25)
666 6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	\$0.85	834.00	\$708.90	71.00	905.00	\$769.25	\$60.35
666 6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	\$1.00	31.00	\$31.00	1.00	32.00	\$32.00	\$1.00
666 6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	\$0.75	5,596.00	\$4,197.00	(704.00)	4,892.00	\$3,669.00	(\$528.00)
666 6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	\$0.75	5,514.00	\$4,135.50	174.00	5,688.00	\$4,266.00	\$130.50
670 6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	\$1.00	5,596.00	\$5,596.00	(704.00)	4,892.00	\$4,892.00	(\$704.00)
672 6007	REFL PAV MRKR TY I-C	EA	\$4.40	69.00	\$303.60	19.00	88.00	\$387.20	\$83.60
672 6009	REFL PAV MRKR TY II-A-A	EA	\$4.00	280.00	\$1,120.00	(113.00)	167.00	\$668.00	(\$452.00)
677 6001	ELIM EXT PAV MRK & MRKS (4")	LF	\$1.00	10,258.00	\$10,258.00	(654.00)	9,604.00	\$9,604.00	(\$654.00)
677 6003	ELIM EXT PAV MRK & MRKS (8")	LF	\$2.20	862.00	\$1,896.40	310.00	1,172.00	\$2,578.40	\$682.00
678 6001	PAV SURF PREP FOR MRK (4")	EA	\$0.02	11,340.00	\$226.80	(526.00)	10,814.00	\$216.28	(\$10.52)
678 6004	PAV SURF PREP FOR MRK (8")	LF	\$0.03	981.00	\$29.43	62.00	1,043.00	\$31.29	\$1.86
678 6009	PAV SURF PREP FOR MRK (ARROW)	LF	\$1.25	6.00	\$7.50	6.00	12.00	\$15.00	\$7.50
678 6016	PAV SURF PREP FOR MRK (WORD)	EA	\$1.25	4.00	\$5.00	4.00	8.00	\$10.00	\$5.00
3076 6066	TACK COAT	GAL	\$5.70	421.00	\$2,399.70	(71.00)	350.00	\$1,995.00	(\$404.70)
LHISD ADDED DRIVEWAY AND WATER LINE WORK									
161-WC01	EROSION CONTROL COMPOST (3")	SY	\$9.50	74.00	\$703.00	(74.00)	0.00	\$0.00	(\$703.00)
162-WC103	MULCH TOP DRESSING (5")	SY	\$1.25	74.00	\$92.50	(74.00)	0.00	\$0.00	(\$92.50)
310-6001	PRIME COAT (MULTI OPTION)	GAL	\$8.00	1,003.00	\$8,024.00	(703.00)	300.00	\$2,400.00	(\$5,624.00)
316-6193	AGGR (TY-D GR-5 SAC-5)	CY	\$225.00	30.00	\$6,750.00	(7.00)	23.00	\$5,175.00	(\$1,575.00)
316-6413	ASPH (AC-15P, HFRS-2P OR CRS-2P)	GAL	\$8.00	1,463.00	\$11,704.00	(601.00)	862.00	\$6,896.00	(\$4,808.00)
432-6010	RIPRAP (CONC)(CL B)(5")	CY	\$716.00	51.00	\$36,516.00	11.35	62.35	\$44,642.60	\$8,126.60
464-6008	RC PIPE (CL III)(36 IN)	LF	\$162.00	16.00	\$2,592.00	8.00	24.00	\$3,888.00	\$1,296.00
506-6002	ROCK FILTER DAMS (INSTALLED)(TY 2)	LF	\$32.00	30.00	\$960.00	(30.00)	0.00	\$0.00	(\$960.00)
506-6011	ROCK FILTER DAMS (REMOVED)(TY 2)	LF	\$13.50	30.00	\$405.00	(30.00)	0.00	\$0.00	(\$405.00)
666-6036	REFL PAVE MRK TY I (W) 8" (SLD)(100MIL)	LF	\$1.25	1,402.00	\$1,752.50	(75.00)	1,327.00	\$1,658.75	(\$93.75)
666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	\$90.00	5.00	\$450.00	2.00	7.00	\$630.00	\$180.00
666-6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	\$101.00	5.00	\$505.00	2.00	7.00	\$707.00	\$202.00
666-6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	\$0.40	2,111.00	\$844.40	(2,111.00)	0.00	\$0.00	(\$844.40)
666-6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	\$0.85	1,402.00	\$1,191.70	(75.00)	1,327.00	\$1,127.95	(\$63.75)
666-6303	RE PM W/REQ TY I (W) 4" (SLD)(100MIL)	LF	\$0.75	2,111.00	\$1,583.25	(2,111.00)	0.00	\$0.00	(\$1,583.25)
672-6010	REFL PAV MRKR TY II-CR	EA	\$4.00	120.00	\$480.00	19.00	139.00	\$556.00	\$76.00
3076-6003	D-GR HMA TY-B PG64-22 (EXEMPT)	TON	\$130.00	417.00	\$54,210.00	62.45	479.45	\$62,328.50	\$8,118.50
3076-6077	D-GR HMA TY-D SAC-D PG70-22 (EXEMPT)	TON	\$160.00	243.00	\$38,880.00	2.75	245.75	\$39,320.00	\$440.00
999-WC03	BERMUDA BLOCK SODDING	SY	\$8.25	0.00	\$0.00	650.00	650.00	\$5,362.50	\$5,362.50
The "Totals" from Table B of the previous work sheet:					\$1,804,749.21			\$1,276,106.96	(\$528,642.25)
TOTALS					\$2,007,859.99			\$1,484,625.63	(\$523,234.36)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

**CR 258 Extension
Williamson County Project No. 22IFB141**

Change Order No. 6

Reason for Change

This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order also adds an item for block sod that was placed on the northern portion of the cul-de-sac that was removed from Questa Trail.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-WC03	BERMUDA BLOCK SODDING	650.00	SY

This Change Order results in a net decrease of \$523,234.36 to the Contract amount, for an adjusted Contract total of \$6,144,681.15. The original Contract amount was \$5,836,754.36. As a result of this and all Change Orders to-date, \$307,926.79 has been added to the Contract, resulting in a 5.28% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name	CR 258	Solicitation #	22IFB141
Date awarded	9/27/2022		
Awarded Contract Amount		\$5,836,754.36	
			Percentage Change
Change order #1		\$0.00	0.00%
Change order #2		\$422,565.69	7.24%
Change order #3		\$22,263.50	0.38%
Change order #4		(\$153,292.00)	-2.63%
Change order #5		\$539,623.96	9.25%
Change order #6		(\$523,234.36)	-8.96%
Total changes to date		<hr/> \$307,926.79	<hr/> 5.28%
Adjusted contract amount		\$6,144,681.15	(Running totals here)



P.O. Box 296 · Cedar Park, Texas 78630
Office (512)246-6267 Fax (512)246-6204

Job Name/Address:
CR 258 Extension Pct. 2

Williamson Co., TX

Bid Date: January 14, 2024
Proposal: 922006

BMP Specialist, LLC propose to provide all the materials, labor, equipment and supervision necessary to perform the following items, per plan and specification.

ITEM	BID ITEM DESCRIPTION	UNIT	QUANTITY	PRICE	Amount
Erosion Control Items					
1	BERMUDA BLOCK SODDING (TOPSOIL/WATERING BY OTHERS)	SY	650.00	\$ 8.25	\$ 5,362.50
				Subtotal:	\$ 5,362.50
				Tax (8.25%):	\$ -
				Total:	\$ 5,362.50

Thanks again for allowing us to earn the right to be your business partner. If you have any questions or need clarification, please feel free to contact me @ 512-246-6267 or amojica@bmbspecialist.com

Sincerely,

IN LINE WITH TXDOT BID AVERAGE

Adrian Mojica

NOTE:

1. All quantities are estimates - invoice will be based on field measurement.
2. Locating underground utilities shall be responsibility of the General Contractor.
3. Items are based on a \$800.00 minimum per move-in if not performed with other scopes of work.
4. Unit prices are valid for 30 days.
5. All clearing is excluded. (\$0.75 per LF)
6. All maintenance is excluded. (Billed at an hourly basis)
7. An additional charge of \$.25 per LF will be added to any installation requiring a rock saw or hand trenching.
8. Price excludes layout, sodding, piping out side filtration area, rough excavation or rock excavation, irrigations or sleeves, t-post safety caps, removal, scalping or mowing of grass, hand clearing and pruning; clearing inside the critical root zone of saved trees; saw cutting root zone around trees, mulching around trees; clearing inside the initial installed silt fence or tree protection. top soil, topsoil prep, soil testing, erosion control compost or compost manufactured topsoil, bond fiber matrix, clay liner, geo membrane liner, all concrete or concrete penetrations, all piping under SCE, concrete washout pit, all coring or sleeving for guardrail installation, rock riprap, mortared rip rap, lighting, night operations, traffic control or lane closures and vegetative watering. G.C. to provide water source for any initial installation.

Accepted by _____

Date _____

Commissioners Court - Regular Session**45.****Meeting Date:** 10/08/2024

22IFB57 CR 401 Reconstruction - Change Order #9R (Wilco Balancing)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 9R in the amount of (\$150,160.51) for Project 22IFB57 CR 401 Reconstruction (James Construction Group) P: 390 Funding Source: Road Bond.

Background

This Change Order replaces the previously executed Change Order 9. This revised Change Order includes the quantity adjustment to offset the double counting of the balancing Item 624-6002 Ground Box Ty A (122311) w/apron. All other items from the previous Change Order 9 remain the same. By correcting this doubled quantity adjustment, the adjusted Contract amount now matches the total amount paid to the contractor for the project. Please see attached Change Order for additional information.

This Change Order results in a net decrease of \$150,160.51 to the Contract amount, for an adjusted Contract total of \$13,963,114.66. The original Contract amount was \$12,673,200.94. As a result of this and all Change Orders to-date, \$1,289,913.72 has been added to the Contract, resulting in a 10.18% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

22IFB57 CR 401 CO#9R

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 10/03/2024

Reviewed By

Becky Pruitt

Date

10/03/2024 10:47 AM

Started On: 10/02/2024 08:49 AM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 9R

Contractor: James Construction Group NTP Required: ☐ Yes ☒ No

Project Name: CR 401

Change Order Work Limits: Sta. 139+10.75 to Sta. 205+27.24

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

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

Describe the work being revised:

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order also adds a quantity for Extended Overhead due to a UPRR delay.

Work to be performed in accordance with Items: See attached.

New or revised plan sheet(s) are attached and numbered: N/A

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).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR

Date

9-13

By

Typed/Printed Name

Typed/Printed Title

Joey Williams
Division Manager

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: (\$150,160.51)

Original Contract Amount: \$12,673,200.94

Total Change Orders To-Date: \$1,289,913.72

Percent Change in Original Contract: 10.18%

RECOMMENDED FOR EXECUTION:

[Signature]

9/17/2024

Senior Construction Engineer

Date

RECOMMENDED FOR EXECUTION:

[Signature]

Department of Infrastructure
Williamson County

10/1/2024

Date

Christen Eichberger

10/1/2024

Program Manager

Date

APPROVED:

N/A

3rd Party Signature

Date

Presiding Officer of the
Williamson County Commissioners Court

Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 9R

Project # 22IFB57

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
105-6075	REMOV STAB BASE AND ASPH PAV (10"-18")	SY	\$10.00	14,958.00	\$149,580.00	2,378.83	17,336.83	\$173,368.30	\$23,788.30
110-6001	EXCAVATION (ROADWAY)	CY	\$15.00	52,923.00	\$793,845.00	(123.90)	52,799.10	\$791,986.50	(\$1,858.50)
132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	\$15.00	22,327.00	\$334,905.00	957.90	23,284.90	\$349,273.50	\$14,368.50
160-WC01	FURNISH AND PLACING TOPSOIL (4")	SY	\$0.67	38,653.00	\$25,897.51	1,387.20	40,040.20	\$26,826.93	\$929.42
166-6002	FERTILIZER	TON	\$2,000.00	2.70	\$5,400.00	(0.82)	1.88	\$3,760.00	(\$1,640.00)
168-WC01	VEGETATIVE WATERING	MG	\$20.00	1,354.00	\$27,080.00	(922.00)	432.00	\$8,640.00	(\$18,440.00)
247-6044	FL BS (CMO IN PLC)(TY A GR 4)(FNAL POS)	CY	\$50.65	24,968.00	\$1,264,629.20	(124.98)	24,843.02	\$1,258,298.96	(\$6,330.24)
432-6001	RIPRAP (CONC)(4 IN)	CY	\$328.15	976.00	\$320,274.40	95.95	1,071.95	\$351,760.39	\$31,485.99
432-6002	RIPRAP (CONC)(5 IN)	CY	\$454.16	68.90	\$31,291.62	16.10	85.00	\$38,603.60	\$7,311.98
464-6017	RC PIPE (CL III)(18 IN)	LF	\$120.00	1,068.00	\$128,160.00	(48.00)	1,020.00	\$122,400.00	(\$5,760.00)
467-6363	SET (TY II)(18 IN)(RCP)(6:1)(P)	EA	\$1,286.33	37.00	\$47,594.21	(2.00)	35.00	\$45,021.55	(\$2,572.66)
502-6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	\$4,551.59	18.00	\$81,928.62	2.00	20.00	\$91,031.80	\$9,103.18
506-6011	ROCK FILTER DAMS (REMOVE)	LF	\$40.00	140.00	\$5,600.00	32.00	172.00	\$6,880.00	\$1,280.00
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	\$3.75	6,227.00	\$23,351.25	116.00	6,343.00	\$23,786.25	\$435.00
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	\$0.75	6,227.00	\$4,670.25	116.00	6,343.00	\$4,757.25	\$87.00
512-6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	LF	\$15.36	720.00	\$11,059.20	420.00	1,140.00	\$17,510.40	\$6,451.20
512-6010	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	LF	\$23.70	120.00	\$2,844.00	80.00	200.00	\$4,740.00	\$1,896.00
512-6057	PORT CTB (REMOVE)(LOW PROF)(TY 1)	LF	\$8.69	720.00	\$6,256.80	260.00	980.00	\$8,516.20	\$2,259.40
512-6058	PORT CTB (REMOVE)(LOW PROF)(TY 2)	LF	\$9.42	120.00	\$1,130.40	40.00	160.00	\$1,507.20	\$376.80
529-6008	CONC CURB & GUTTER (TY II)	LF	\$34.22	218.00	\$7,459.96	358.94	576.94	\$19,742.89	\$12,282.93
TOTALS					\$3,272,957.42			\$3,348,411.72	\$75,454.30

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 9R

Project # 22IFB57

TABLE B: Contract Items (Continued)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
530-6004	DRIVEWAYS (CONC)	SY	\$52.30	972.11	\$50,841.35	78.75	1,050.86	\$54,959.98	\$4,118.63
560-6001	MAILBOX INSTALL-S (TWG-POST) TY 1	EA	\$234.12	8.00	\$1,872.96	(1.00)	7.00	\$1,638.84	(\$234.12)
644-6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	\$575.00	4.00	\$2,300.00	(2.00)	2.00	\$1,150.00	(\$1,150.00)
644-6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	\$375.00	21.00	\$7,875.00	(1.00)	20.00	\$7,500.00	(\$375.00)
658-6015	INSTL DEL ASSM (D-SW)SZ (BRF)GF1	EA	\$28.00	6.00	\$168.00	2.00	8.00	\$224.00	\$56.00
658-6078	INSTL OM ASSM (OM-4)(TWT)WAS	EA	\$275.00	8.00	\$2,200.00	(4.00)	4.00	\$1,100.00	(\$1,100.00)
662-6048	WK ZN PAV MRK REMOV (REFL) TY I-C	EA	\$5.27	157.00	\$827.39	(157.00)	0.00	\$0.00	(\$827.39)
662-6060	WK ZN PAV MRK REMOV (W)4"(BRK)	LF	\$0.80	1,490.00	\$1,192.00	(1,490.00)	0.00	\$0.00	(\$1,192.00)
662-6063	WK ZN PAV MRK REMOV (W)4"(SLD)	LF	\$0.54	25,948.00	\$14,011.92	(14,980.00)	10,968.00	\$5,922.72	(\$8,089.20)
662-6075	WK ZN PAV MRK REMOV (W)24"(SLD)	LF	\$7.00	299.00	\$2,093.00	(299.00)	0.00	\$0.00	(\$2,093.00)
662-6086	WK ZN PAV MRK REMOV (W)(RR XING)	EA	\$595.00	7.00	\$4,165.00	(7.00)	0.00	\$0.00	(\$4,165.00)
662-6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	LF	\$0.54	25,674.00	\$13,863.96	(11,041.00)	14,633.00	\$7,901.82	(\$5,962.14)
666-6030	REFL PAV MRK TY I (W)8"(DOT)(100MIL)	LF	\$1.16	27.00	\$31.32	(27.00)	0.00	\$0.00	(\$31.32)
666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	\$0.89	3,584.00	\$3,189.76	(1,475.00)	2,109.00	\$1,877.01	(\$1,312.75)
666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	\$5.85	408.00	\$2,386.80	67.00	475.00	\$2,778.75	\$391.95
666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	\$150.00	14.00	\$2,100.00	(1.00)	13.00	\$1,950.00	(\$150.00)
666-6093	REFL PAV MRK TY I (W)(RR XING)(100MIL)	EA	\$527.00	4.00	\$2,108.00	2.00	6.00	\$3,162.00	\$1,054.00
666-6224	PAVEMENT SEALER 4"	LF	\$0.24	26,264.00	\$6,303.36	5,124.00	31,388.00	\$7,533.12	\$1,229.76
666-6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	\$0.48	3,870.00	\$1,857.60	(798.00)	3,072.00	\$1,474.56	(\$383.04)
666-6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	\$0.48	15,787.00	\$7,577.76	(4,006.00)	11,781.00	\$5,654.88	(\$1,922.88)
666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	\$0.48	15,976.00	\$7,668.48	(1,361.00)	14,615.00	\$7,015.20	(\$653.28)
672-6007	REFL PAV MRKR TY I-C	EA	\$4.85	356.00	\$1,726.60	(203.00)	153.00	\$742.05	(\$984.55)
672-6009	REFL PAV MRKR TY II-A-A	EA	\$4.85	293.00	\$1,421.05	225.00	518.00	\$2,512.30	\$1,091.25
677-6001	ELIM EXT PAV MRK & MRKS (4")	LF	\$0.64	13,820.00	\$8,844.80	(8,741.72)	5,078.28	\$3,250.10	(\$5,594.70)
730-6107	FULL - WIDTH MOWING	CYC	\$1,000.00	2.00	\$2,000.00	(1.00)	1.00	\$1,000.00	(\$1,000.00)
3076-6002	D-GR HMA TY-B SAC-B PG64-22	TON	\$90.05	12,433.00	\$1,119,591.65	438.87	12,871.87	\$1,159,111.89	\$39,520.24
3079-6042	D-GR HMA TY-D SAC-B PG70-22	TON	\$126.47	5,873.00	\$742,758.31	(135.15)	5,737.85	\$725,665.89	(\$17,092.42)
6120-6001	DEAD END ROAD BARRICADE	LF	\$28.00	128.00	\$3,584.00	(64.00)	64.00	\$1,792.00	(\$1,792.00)
7235-6070	CEM STABIL BKFL	CY	\$101.84	43.00	\$4,379.12	(33.50)	9.50	\$967.48	(\$3,411.64)
999-WC01	FORCE ACCOUNT	DOL	\$1.00	25,000.00	\$25,000.00	(25,000.00)	0.00	\$0.00	(\$25,000.00)
999-WC03	FORCE ACCOUNT-RAILROAD	DOL	\$1.00	200,000.00	\$200,000.00	(200,000.00)	0.00	\$0.00	(\$200,000.00)
The "Totals" from Table B of the previous work sheet:					\$3,272,957.42			\$3,348,411.72	\$75,454.30
TOTALS					\$5,516,896.61			\$5,355,296.31	(\$161,600.30)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 9R

Project # 22IFB57

TABLE B: Contract Items (Continued)

[illegible]

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

CR 401 Reconstruction Williamson County Project No. 22IFB57

Change Order No. 9R

Reason for Change

This Change Order replaces the previously executed Change Order 9. Item 624-6002 'Ground Box Ty A (122311) w/apron' was "balanced" on multiple Change Orders. This resulted in a double reduction in quantity. This revised Change Order includes the quantity difference to offset the double "balancing" for this item. All other items from the previous Change Order 9 remain the same and below is a list of the additional items being added to this Change Order. By correcting this doubled quantity adjustment, the adjusted Contract amount now matches the total amount paid to the contractor for the project.

An Extended Overhead item was added for the cost incurred by the contractor having to wait on UPRR to finish work on the railroad crossing.

This Change Order provides payment to the contractor for additional pavement preparation prior to the final striping, due to the construction activity near the Samsung project.

This Change Order also adds items for installing object markers that were not originally included in the plans.

Lastly, the Change Order adds an item for rock riprap to be placed in various locations throughout the project to prevent erosion.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-WC16	EXTENDED OVERHEAD	179,573.29	DOL
999-WC17	SAMSUNG STRIPING – WATERBLASTING	1.0	LS
999-WC18	CULVERT OBJECT MARKERS	1.0	LS
999-WC19	ROCK RIPRAP	1.0	LS

This Change Order results in a net decrease of \$150,160.51 to the Contract amount, for an adjusted Contract total of \$13,963,114.66. The original Contract amount was \$12,673,200.94. As a result of this and all Change Orders to-date, \$1,289,913.72 has been added to the Contract, resulting in a 10.18% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name CR 401 Reconstruction

Solicitation #: 22IFB57

Date awarded 3/22/2022

Awarded Contract Amount \$12,673,200.94

Percentage Change

Change order #1	\$13,315.52	0.11%
Change order #2	\$414,400.00	3.27%
Change order #3	\$214,351.37	1.69%
Change order #4	\$188,826.95	1.49%
Change order #5	\$0.00	0.00%
Change order #6	\$399,968.56	3.16%
Change order #7	\$137,831.49	1.09%
Change order #8R	\$71,380.34	0.56%
Change order #9R	-\$150,160.51	-1.18%

Total changes to date

\$1,289,913.72


10.18%


Adjusted contract amount





\$13,963,114.66

(Running totals here)


FW: CR 401 Project Change Order Negotiations

Oscar Salazar-Bueno

To  Kyle McCoy

Cc  Garrett Sartin;  Steven Shull;  Julissa Vasquez;  Eddie R. Church;  70391_CR401_CR404

Item: 999-WC16

 You forwarded this message on 5/15/2024 10:52 AM.

External Email: Use caution when clicking on links, replying, or opening attachments.

Oscar,

James Construction accepts the offer of \$237,732.08 for extended Overhead Damages on the CR 401 Project.

Regards,

Brian C. Chaffe
James Construction Group
Operations Manager/Paraclete/Extoller,
C: 254-627-1209
bchaffe@prim.com



"No business objective is so important that it will be pursued at the sacrifice of safety."

\$237,732.08
-\$58,158.79(COT paid this amount)
\$179,573.29 - Extended Overhead Item 999-WC16

Item 999-WC17

James Construction Group

Force Account - FLASHER Waterblasting

Date: 2/22/2024
CO Pricing Good For: 45 days
Description: Force Account - FLASHER Waterblasting
Estimated Qty: 1 LS
Estimated Change in Contract Sum: \$ 3,412.50

Project: CR 401
Control: 22IFB57
County: Williamson
Highway: CR 401

Narrative: Per HNTB, JCG was directed to have waterblasting performed on the south end of the project for final striping operations near Samsung. Pricing was reviewed and agreed to ahead of the operation.

Labor		Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended



Main Office:
5827 W. US HWY 90
San Antonio, Tx 78227
Phone: 210-736-4251
Fax: 210-736-2084
www.flasherequipment.com

75 County Road 372
Jarrell, TX 76537
Phone: (512) 746-4441
Fx: (512) 746-4444

PROJECT: WILLIAMSON CR 401 RECONSTRUCTION AND EXTENSION
WILCO PROJ. NUMBER 22IFB57
DATE: JANUARY 18, 2024
TERMS: 30 DAYS WITH ACCOUNT / PRE PAY WITHOUT ACCOUNT
LOCATION: WILLIAMSON COUNTY

QUOTE # 18343G

PAVEMENT MARKINGS					
ITEM	Description	Unit	Qty.	Price	Amount
1	MOBILIZATION	EA	1	\$1,250.00	\$1,250.00
2	ROADWAY CLEANING WITH WATER BLAST TRUCK	LF	4000	\$0.50	\$2,000.00
* IF QUANTITY DESCREPENCIES EXIST BETWEEN THE ENGINEERS BID ESTIMATE, THIS PROPOSAL OR THE PLAN SHEETS, THE FINAL INSTALLED QUANTITIES SHALL GOVERN INVOICING.					

TOTAL	\$3,250.00
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NOTES AND EXCLUSIONS

PAVEMENT MARKINGS
* All notes and exclusions from original proposal shall apply to this change order.
* Any items not specifically noted will be additional.

GENERAL
* FLASHER EQUIPMENT WARRANTS WORKMANSHIP AND MATERIALS ONLY. REPAIRS DUE TO NORMAL WEAR, VANDALISM, OR NEGLIGENCE WILL BE PERFORMED ON AN EXTRA WORK BASIS.
* BILLING FOR THE PROJECT WILL BE FOR THE TERM ITEMS ARE ON SITE, REGARDLESS OF PAYMENT FROM OWNER.
* PRICES DO NOT INCLUDE TAX.
* PRICES QUOTED ARE GOOD FOR 30 DAYS.
* Any discrepancy between the Flasher Equipment Company bid proposal, this document, and the contract documents, this bid proposal shall supersede and prevail.
* IF RETAINAGE IS NOT DEFINED BELOW, THEN ALL MONEY'S WILL BE DUE AS BILLED.
* FLASHER EQUIPMENT COMPANY DOES NOT INDEMNIFY GENERAL CONTRACTOR OR PROJECT OWNERS FOR ACCIDENTS, INJURY, OR DEATH CAUSED SOLEY BY GENERAL CONTRACTOR OR PROJECT OWNERS ACTIVE OR PASSIVE NEGLIGENCE.

SUBMITTED _____
DAVID MCMULLEN / ESTIMATOR

ACCEPTED: _____
Name

Title

Date

Job/PO#

Item 999-WC18

James Construction Group

Force Account - ESSI Punchlist Items

Date: 2/27/2024
CO Pricing Good For: 45 days
Description: Force Account - ESSI Punchlist Items
Estimated Qty: 1 LS
Estimated Change in Contract Sum: \$ 1,073.99

Project: CR 401
Control: 22IFB57
County: Williamson
Highway: CR 401

Narrative: Per HNTB punchlist, ESSI was directed to install 7EA Culvert OMs and R&R Mr. Lawrence's mailbox.

Labor	Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended
Subtotal						\$ -
55% Labor Insurance						\$ -
Total Labor						\$ -

Equipment	QTY	UM	Rate	Extended
Total Equipment				\$ -

Subcontractors	QTY	UM	Price	Extended
ESSI - Install Culvert OMs Quote	7.00	EA	\$ 87.55	\$ 612.85
ESSI - R&R Mr. Lawrence Mailbox	1.00	EA	\$ 410.00	\$ 410.00
Total Subcontract				\$ 1,022.85

Material	QTY	UM	Price	Extended
				\$ -
				\$ -
Total Material				\$ -

SUBTOTAL	\$ 1,022.85
5% MARKUP	\$ 51.14
TOTAL	\$ 1,073.99

UNIT PRICE (TOTAL COST/EST. QTY) \$ 1,073.99



ESSI
ENVIRONMENTAL SAFETY SERVICES INC.

Environmental Safety Services, Inc.

**P.O. Box 54
Buda, Texas, 78610**

Phone: 512-989-2259

Fax: 512-372-9375

**** CERTIFIED DBE / MBE / HUB / HABE / SBE CONTRACTOR ****

COA/TXDOT MBE/DBE #: VS0000012711, SCTRCA SBE/MBE/HABE #: 215049005, Texas HUB #: 1260203041800

Bid Date: February 27, 2024
Project: CR 401 Reconstruction and Waterline
For: James Group/ Williamson County

Proposal #: 20240227 - 001

Environmental Safety Services proposes to provide all the materials, labor, equipment and supervision necessary to perform the following work at the above referenced project per plans and specifications.

ITEM #	DESCRIPTION	UNIT	QUANTITIES	BID PRICE	EXT. PRICE
658-6047	INSTL OM ASSM (OM-2Y)(WC)GND	EA	7.00	\$87.55	\$612.85
560-6001	MAILBOX INSTALL-S (TWG-POST) TY 1	EA	1.00	\$410.00	\$410.00
				TOTAL	\$1,022.85

Notes: General Contractor to provide access and staging area for ESSI materials & equipment.
 *** Sales tax is not included in above pricing. If exempt, please send an exemption certificate.
 If bond is required, add 2.5% of contract amount and place in mobilization.

Exclusions: All permits, lane closures, traffic control, maintenance, testing, shoring, dirtwork, dewatering, survey, and layout are excluded. Any item that is not specifically included is excluded.

Pricing is good for thirty (30) days.

*****All bid prices are negotiable.*****

Respectfully submitted by Joshua Ealand

Accepted by: _____

Date: _____



Bid Item Averages

Filters:

Standard Specification Code

(Multiple values)

Bid Item

(Multiple values)

Actual Let Date Range

Last 3 months

Bidder Rank

Low Bidder

District

(All)

County

(All)

Project Classification

(All)

Vendors (Select to Exclude)

(All)

Adjust filters to refine your analysis of bid item average costs.

Use Qty Filter:

NO

Show Chart

Data Date: 2/27/2024 1:11:47 PM

BID ITEM	BID ITEM DESCRIPTION	UNIT OF MEASURE	Min. Bid Item Qty	Max. Bid Item Qty	Avg. Unit Price	Min. Unit Price	Max. Unit Price	Std. dev. of Unit Price	Median Unit Price
560-6001	MAILBOX INSTALL-S (TWG-POST) TY 1	EA	1.0	27.0	\$410.00	\$320.00	\$500.00	\$127.28	\$410.00
658-6047	INSTL OM ASSM (OM-2Y)(WC)GND	EA	4.0	52.0	\$87.55	\$50.00	\$185.00	\$38.11	\$75.00

Item 999-WC18

UNIT PRICE (TOTAL COST/EST. QTY) \$	5,880.05
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Daily Report - 1984 - WILLIAMSON CR 401 (1984)

Item 999-WC19

Date: 2/22/2024

Diary

Tyrell Wurl (TYRELL WURL)

 Cloudy, warm and dry

Note	Transaction Tags
Remove Rock Berms Install Rock Rip Rap	COUNTY - Williamson INSPECTOR - Kyle McCoy HIGHWAY - CR 401



No notes found



No notes found



No notes found



No notes found



No notes found



No notes found



No notes found



No notes found

Item 999-WC19



No notes found



No notes found



No notes found



No notes found



No notes found



No notes found



No notes found



No notes found



No notes found



No notes found



No notes found



No notes found



No notes found



No notes found

Item 999-WC19



No notes found



No notes found



Form PDF

Notes

Tyrell Wurl (TYRELL WURL)

506-6011 : ROCK FILTER DAMS (REMOVE)

Internal	Transaction Tags	Public
Sta 200+00 Rt-100'		
Sta 195+00 Rt-20'		
Sta 190+00 Rt-25'		

998-0003 : Remove & Replace Mailbox Assembly

Internal	Transaction Tags	Public
Sta 155+75 Lt-1		

998-0004 : Rock Riprap

Internal	Transaction Tags	Public
Sta 586+25 Lt-8.8 CY 8'x30'x12"		
Sta 200+00 Lt- .5 CY 4'x4'x8"		

Item 999-WC19

998-0005 : Install TY 2 Object Markers

Internal	Transaction Tags	Public
Sta 584+75 CL-1		
Sta 585+25 CL-1		
Sta 199+00 Lt-1		
Sta 199+00 Rt-1		
Sta 190+00 Lt-1		
Sta 190+00 Rt-1		
Sta 144+00 Lt-1		

🕒 Time Card

Tyrell Wurl (TYRELL WURL)

Cost Codes #1-4

Shift 1

Code	Name	Pay Class	506-6011 📅 ROCK FILTER DAMS (REMOVE) 145.000 LF	998-0005 📅 Install TY 2 Object Markers 7.000 EA	998-0004 📅 Rock Riprap 69.800 CY	998-0003 📅 Remove & Replace Mailbox Assembly 1.000 EA	Resource Total
SOLIN R RENDEROS	Solin Rodriguez	COMMON LABORER	3 / 1.5	1	3 / 1.5	1	11
GUSTAVO ADOLFO GARCIA GOMEZ	Gustavo Adolfo Garcia Gomez	COMMON LABORER	3 / 1.5	1	3 / 1.5	1	11
GERARDO TREJO AVALOZ	Gerardo Trejo	COMMON LABORER	3 / 0.5	1	3 / 1	1	9.5
MARCELINO ESQUIVEL	Marcelino Esquivel	COMMON LABORER	3 / 0.5	1	3 / 1	1	9.5

JAVIER O TREJO	Javier Olguin	JOB FOREMAN	3 / 0.5	1	3 / 1	1	9.5
RUBISEL OLGUIN	Rubisel Olguin	JOB FOREMAN	3 / 0.5	1	3 / 1	1	9.5

Cost Adjustments

Item 999-WC19

Code	Name	Adjustments
No data available		

Schedules

Code	Name	Start	Break (1)	Lunch	Break (2)	Meal (2)	End	Notes
SOLIN R RENDEROS	Solin Rodriguez	06:00		12:00 - 12:30			17:30	
GUSTAVO ADOLFO GARCIA GOMEZ	Gustavo Adolfo Garcia Gomez	06:00		12:00 - 12:30			17:30	
GERARDO TREJO AVALOZ	Gerardo Trejo	06:00		12:00 - 12:30			16:00	
MARCELINO ESQUIVEL	Marcelino Esquivel	06:00		12:00 - 12:30			16:00	
JAVIER O TREJO	Javier Olguin	06:00		12:00 - 12:30			16:00	
RUBISEL OLGUIN	Rubisel Olguin	06:00		12:00 - 12:30			16:00	

Labor Totals

Hours: 60

Broken Out: 48/12/0

Commissioners Court - Regular Session**46.****Meeting Date:** 10/08/2024

22IFB139 FM3349 at US79 - Change Order #20 (COH & COT Logos)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 20 in the amount of \$167,583.65 for Project 22IFB139 FM3349 at US79 (James Construction Group) P: 332 Funding Source: Road Bond.

Background

This Change Order adds an item for lettering and logos with lighting for both northbound and southbound frontage road bridges over US 79. The cost will be split equally between the cities of Hutto and Taylor for the work and maintenance. TxDOT will pay the monthly electrical bill for the service. Please see attached Change Order for additional details.

This Change Order results in a net increase of \$167,583.65 to the Contract amount, for an adjusted Contract total of \$84,271,555.72. The original Contract amount was \$81,941,038.13. As a result of this and all Change Orders to-date, \$2,330,517.59 has been added to the Contract, resulting in an 2.84% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

22IFB139-FM3349-CO#20

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 10/03/2024

Reviewed By

Becky Pruitt

Date

10/03/2024 10:46 AM

Started On: 09/25/2024 09:12 AM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 20

Contractor: James Construction Group, LLC NTP Required: ☒ Yes ☐ No

Project Name: FM 3349 at US 79

Change Order Work Limits: Sta 418+23.11 to Sta 547+00.00

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

Reasons: 4B (3 Max - In order of importance - Primary first)

Contract Award Date:	<u>9/13/2022</u>
Project Number:	<u>22IFB139</u>
Funding Source:	<u>P332</u>
Roadway:	<u>FM 3349</u>
CSJ Number:	<u>3486-01-008</u>

Describe the work being revised:

4B. Third party requested work. This Change Order adds an item for lettering and logos with lighting on both northbound and southbound frontage road bridges over US79. The cost of this work will be split equally between the cities of Hutto and Taylor

Work to be performed in accordance with Items: See attached

New or revised plan sheet(s) are attached and numbered: L-1 - L-4

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><small>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses, additional changes for time, overhead and profit, or loss of compensation as a result of this change.</small></p> <p>THE CONTRACTOR Date <u>8-21</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>Tony Williams</u></p> <p>Typed/Printed Title <u>Division Manager</u></p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$187,683.85</u></p> <p>Original Contract Amount: <u>\$81,941,038.13</u></p> <p>Total Change Orders To-Date: <u>\$2,330,517.59</u></p> <p>Percent Change in Original Contract: <u>2.84%</u></p>
---	--

RECOMMENDED FOR EXECUTION:

[Signature] 8/21/2024
Senior Construction Engineer Date

Christen Eschberger 10/1/2024
Program Manager Date

DocuSigned by: [Signature] 8/24/2024
City of Hutto 0477... Date

[Signature] 9/13/24
City of Taylor Date

RECOMMENDED FOR EXECUTION:

[Signature] 10/1/2024
Department of Infrastructure Date
Williamson County

APPROVED:

Presiding Officer of the
Williamson County Commissioners Court Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 20

Project # 22IFB139**TABLE A: Force Account Work and Materials Placed into Stock**[illegible]**TABLE B: Contract Items:**

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
999-WC17	BRIDGE MOUNT LETTERING, SIGNS, ILLUMINATION, TRAFFIC CONTROL	DOL	\$1.00	0.00	\$0.00	167,583.65	167,583.65	\$167,583.65	\$167,583.65
	TOTALS				\$0.00			\$167,583.65	\$167,583.65

Williamson County Road Bond Program

**FM3349 at US 79
Williamson County Project No. 22IFB139**

Change Order No. 20

Reason for Change

This Change Order adds an item for lettering and logos with lighting for both northbound and southbound frontage road bridges over US 79. The cost will be split equally between the cities of Hutto and Taylor for the work and maintenance. TxDOT will cover the monthly electrical bill for the service.

Following is summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-WC17	BRIDGE MOUNT LETTERING, SIGNS, ILLUMINATION, TRAFFIC CONTROL	167,583.65	DOL

This Change Order results in a net increase of \$167,583.65 to the Contract amount, for an adjusted Contract total of \$84,271,555.72. The original Contract amount was \$81,941,038.13. As a result of this and all Change Orders to-date, \$2,330,517.59 has been added to the Contract, resulting in an 2.84% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name FM3349 at US79

Solicitation # 22IFB139

Date awarded 9/26/2022

Awarded Contract Amount \$81,941,038.13

Percentage Change

Change order #1	\$925,354.41	1.13%
Change order #2	\$82,000.00	0.10%
Change order #3	\$195,302.81	0.24%
Change order #4	-\$472,492.20	-0.58%
Change order #5	-\$5,274.97	-0.01%
Change order #6	\$130,053.00	0.16%
Change order #7	\$661,031.30	0.81%
Change order #8	\$327,321.48	0.40%
Change order #9	-\$368,749.53	-0.45%
Change order #10	\$67,965.30	0.08%
Change order #11	\$271,902.72	0.33%
Change order #12	\$64,791.00	0.08%
Change order #13	\$82,301.65	0.10%
Change order #14	\$101,248.22	0.12%
Change order #15	\$24,513.18	0.03%
Change order #16	\$35,324.07	0.04%
Change order #17	\$11,849.07	0.01%
Change order #18	\$18,623.43	0.02%
Change order #19	\$9,869.00	0.01%
Change order #20	\$167,583.65	0.20%

Total changes to date

\$2,330,517.59

2.84%

(Running totals here)

Adjusted contract amount

\$84,271,555.72

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Item 999-WC17

CHANGE ORDER PROPOSAL

Date: 7/11/2024

Invoice #



Bill To:
HNTB- WILLIAMSON COUNTY

RE:
FM3349
ASIF MIRZAZADA
3486-01-008

Qty	UM	Description	Unit Price	Total
1.00	LS	BRIDGE MOUNT LETTERING, SIGNS, ILLUMINATION, & TRAFF CNTRL	\$ 167,583.65	\$167,583.65
PREPARED BY: KYLE OLDHAM			Total	\$167,583.65

Item 999-WC17

James Construction Group

PRICE PROPOSAL- FM3349 BRIDGES- SIGNS AND LIGHTING

Date: 7/11/2024
CO Pricing Good For: 45 days

Project: FM3349
Control: 3486-01-008

County: Williamson
Highway: FM3349

Description: SIGNS AND LIGHTING

Estimated Qty: 1 LS

Estimated Change in Contract Sum: \$ 167,583.65

Narrative: PRICE PACKAGE FROM ATS TO PROVIDE AND INSTALL HUTTO/TAYLOR LETTERING/LOGO SIGNS AS WELL AS LIGHTING. TRAFFIC CONTROL INCLUDED. THIS PRICING REPLACES CHANGE ORDER #13. BE ADVISED THAT THIS PRICE IS SUBJECT TO CHANGE BASED UPON FINAL REVIEW OF PLANS ISSUED FROM THE EOR. INITIAL PRICING FOR THE ILLUMINATION ITEMS IS BASED UPON RED LINE SHEETS ONLY.

Labor	Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended
		0	HR		\$ -	\$ -
		0	HR		\$ -	\$ -
Subtotal						\$ -
55% Burdens						\$ -
15% Markup						\$ -
Total Labor						\$ -

Equipment	QTY	UM	Rate	Extended
		HR		\$ -
				\$ -
				\$ -
				\$ -
Subtotal				\$ -
15% Markup				\$ -
Total Equipment				\$ -

Subcontractors	QTY	UM	Price	Extended
EXISTING CONTRACT ITEMS				
620-6007 ELEC CONDUCTOR (NO. 8) BARE	300.00	LF	\$ 1.75	\$ 525.00
NEW CONTRACT ITEMS				
LED LIGHTING 2 FOOT SECTION	10.00	EA	\$ 5,936.00	\$ 59,360.00
BRIDGE MOUNT LETTERING	78.00	EA	\$ 477.00	\$ 37,206.00
TAYLOR SIGN	6.00	EA	\$ 1,590.00	\$ 9,540.00
HUTTO SIGN	4.00	EA	\$ 1,802.00	\$ 7,208.00
ELEC CONDUCTOR (NO. 12) INSULATED	2402.00	LF	\$ 1.33	\$ 3,182.65
SURFACE MOUNT BOX	10.00	EA	\$ 795.00	\$ 7,950.00
LIGHTING TRANSFORMER	10.00	EA	\$ 636.00	\$ 6,360.00
CONDT (RMC) (SCHD 40) (1/2")	300.00	LF	\$ 36.04	\$ 10,812.00
HWY 79 EB/WB TRAFFIC CONTROL LANE CLOSURES	6.00	EA	\$ 4,240.00	\$ 25,440.00
				\$ -
Subtotal				\$ 167,583.65
Total Subcontract				\$ 167,583.65

Material	QTY	UM	Price	Extended
				\$ -
				\$ -
Subtotal				\$ -
25% Markup				\$ -
Total Material				\$ -

Miscellaneous	QTY	UM	Price	Extended
				\$ -
				\$ -
Subtotal				\$ -
15% Markup				\$ -
Total Miscellaneous				\$ -
SUBTOTAL				\$ 167,583.65
TOTAL COST				\$ 167,583.65
UNIT PRICE (TOTAL COST/EST. QTY)				\$ 167,583.65

Item 999-WC17

AUSTIN TRAFFIC SIGNAL CONSTRUCTION COMPANY, INC.

P.O. Box 130
Round Rock, Texas 78680

Ph. (512) 255-9951
Fax (512) 255-0146

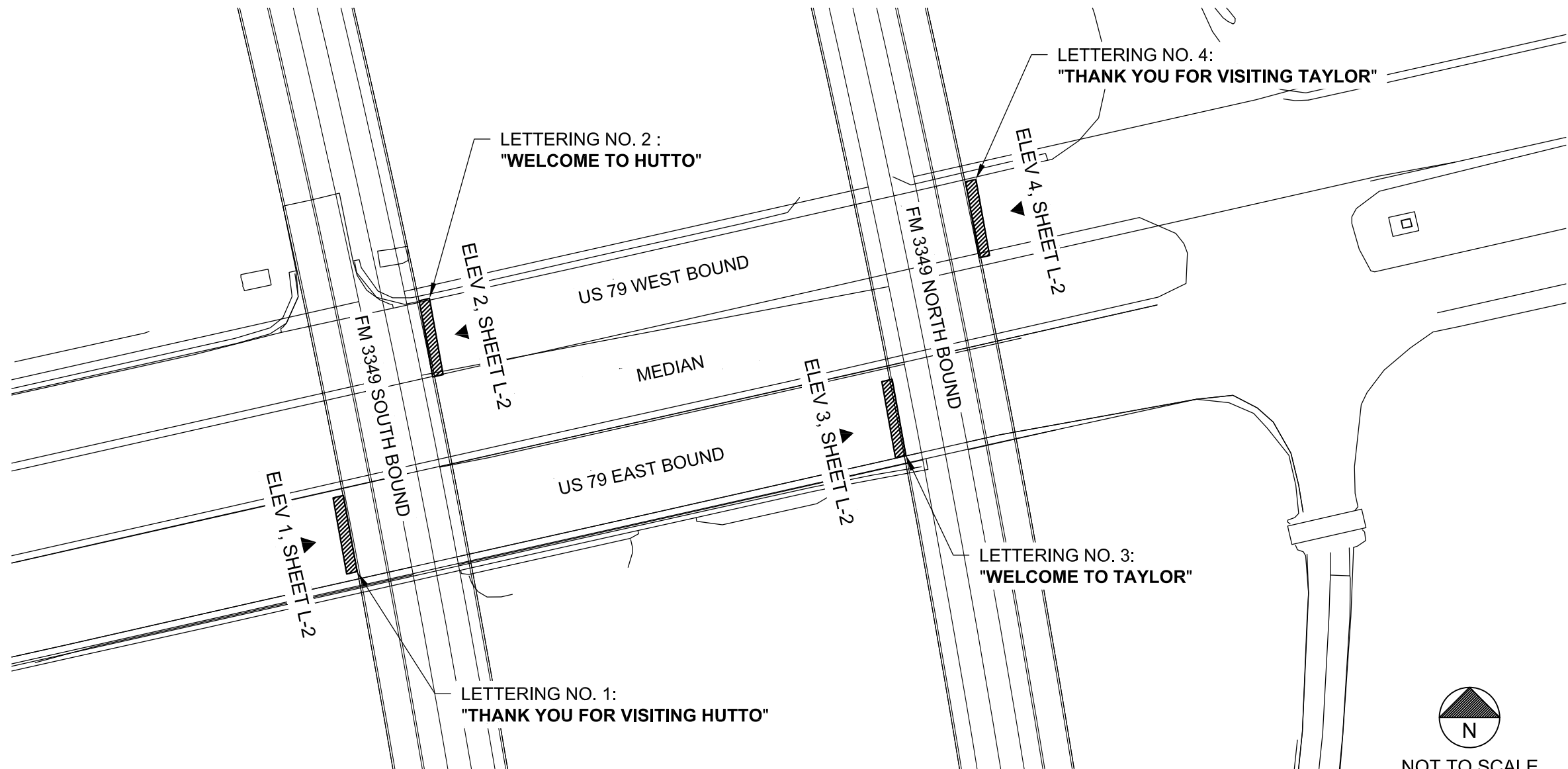
July 9, 2024

CHANGE ORDER PROPOSAL- STATIC SIGNS / LIGHTING

CONTROL : 3468-01-008
PROJECT: C 3486-1-8
HIGHWAY: US 79
COUNTY: WILLIAMSON
PLANS RECIEVED: 5-3-2024

Item No.	Desc. Code	Bid Item Description	Unit of Measure	ORIGINAL Quantities	Unit Bid Price	ORIGINAL Amount	C.O. QTY	C.O. AMOUNT	NEW QTY	NEW AMOUNT
EXISTING ITEMS - EXTEND QTYS										
146-618-4007	EXTENSION	ELEC CONDUCTOR (NO.8) BARE	LF	18,885.00	\$1.75	\$32,698.75	300	\$525.00	18,985.00	\$33,223.75
						\$32,698.75		\$525.00		\$33,223.75
NEW CONTRACT ITEMS										
1	ADD	LED LIGHTING 2 FOOT SECTION	EA	0.00	\$5,600.00		10.00	\$56,000.00	10.00	\$56,000.00
2	ADD	BRIDGE MOUNT LETTERING	EA	0.00	\$450.00		78.00	\$35,100.00	78.00	\$35,100.00
3	ADD	TAYLOR SIGN	EA	0.00	\$1,500.00		6.00	\$9,000.00	6.00	\$9,000.00
4	ADD	HUTTO SIGN	EA	0.00	\$1,700.00		4.00	\$6,800.00	4.00	\$6,800.00
5	ADD	ELEC CONDUCTOR (NO.12) INSULATED	LF	0.00	\$1.25		2,402.00	\$3,002.50	2,402.00	\$3,002.50
6	ADD	SURFACE MOUNT BOX	EA	0.00	\$750.00		10.00	\$7,500.00	10.00	\$7,500.00
7	ADD	LIGHTING TRANSFORMER	EA	0.00	\$600.00		10.00	\$6,000.00	10.00	\$6,000.00
8	ADD	CONDY (RMC) (SCHD 40) (3/4")	LF	0.00	\$34.00		300.00	\$10,200.00	300.00	\$10,200.00
9	ADD	TRAFFIC CONTROL W/OFFICERS	EA	0.00	\$4,000.00		6.00	\$24,000.00	6.00	\$24,000.00
								\$167,602.50		\$167,602.50
Total Bid Amount						\$32,698.75		\$158,127.50		\$190,826.25

Contact Clark Thomas for any question 512-255-9951 ext 214



NOTES:

1. SOUTH BOUND BRIDGE TO HAVE HUTTO LETTERING AND LOGO.
2. NORTH BOUND BRIDGE TO HAVE TAYLOR LETTERING AND LOGO.
3. CENTER OF LETTERING TO ALIGN WITH CENTER OF US 79 WEST OR EAST TRAVEL LANES, REF. SHEET L-2
4. REF. SHEET L-3 FOR DIMENSIONS AND DETAILS.



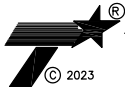
Sarah F. Hobson
DATE: 9/20/2024

LETTERING
ON FM 3349 BRIDGES

NO.	DATE	REVISION	APPROVED
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HNTB Corporation
The HNTB Companies
Infrastructure Solutions
Firm Registration Number 420

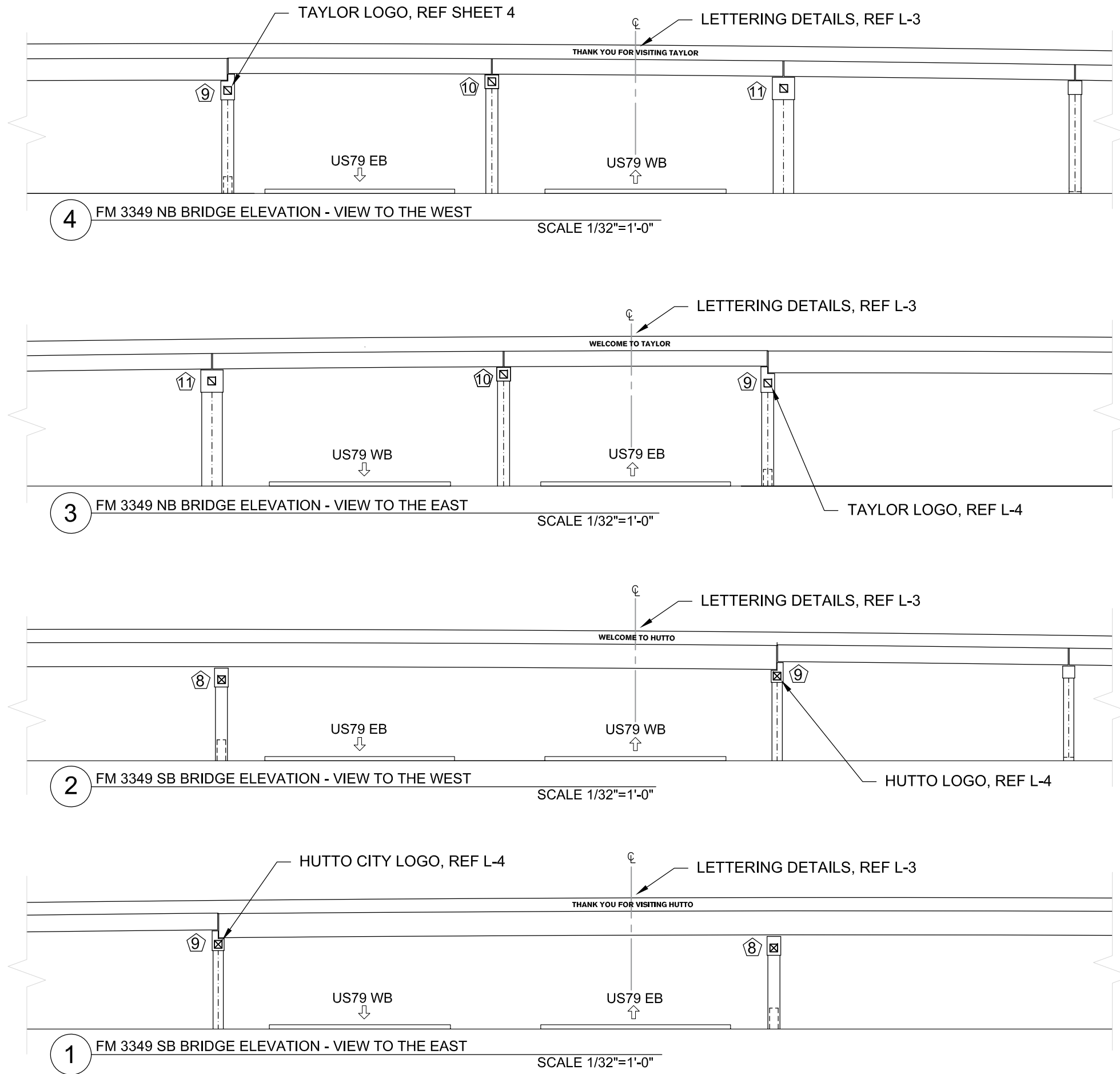


Texas Department of Transportation




KEY PLAN

SHEET 1 OF 4

DESIGN AC	FED.RD. DIV.NO. 6	PROJECT NO. P332		HIGHWAY NO. US 79
GRAPHICS AC	STATE	DISTRICT AUS	COUNTY WILLIAMSON	SHEET NO. L-1
CHECK SH	TEXAS	SECTION 0204	JOB 034	
CHECK N/A	CONTROL			



LEGEND


-  COLUMN NO. , REF. STRUCTURAL PLANS AND DEAILS
-  TAYLOR LOGO. QTY: 6
-  HUTTO LOGO. QTY: 4



Sarah F. Hobson
DATE: 9/20/2024

LETTERING
ON FM 3349 BRIDGES

NO.	DATE	REVISION	APPROVED



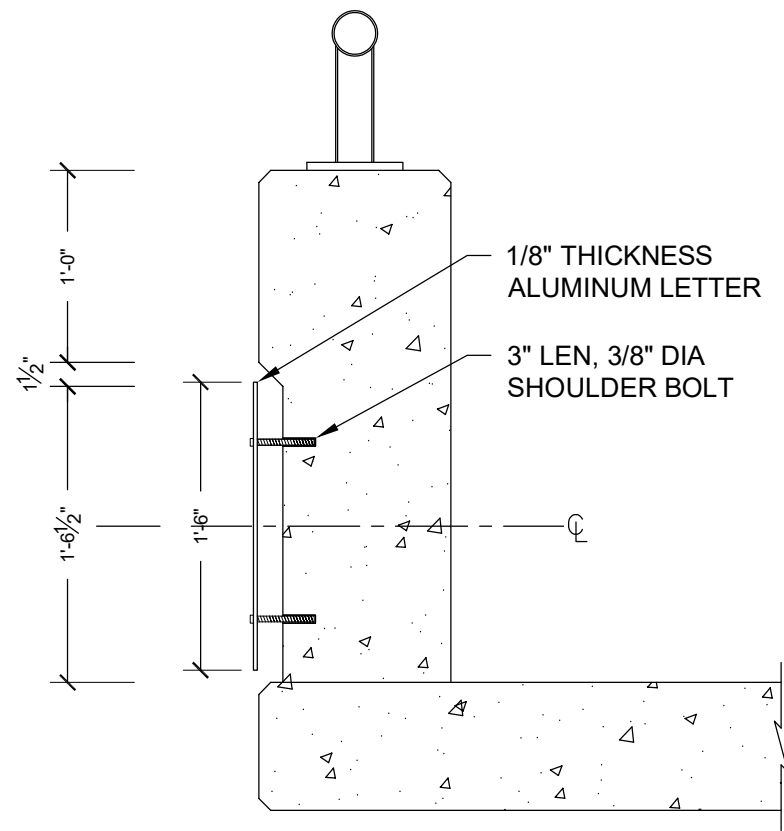
HNTB Corporation
The HNTB Companies
Infrastructure Solutions
Firm Registration Number 420



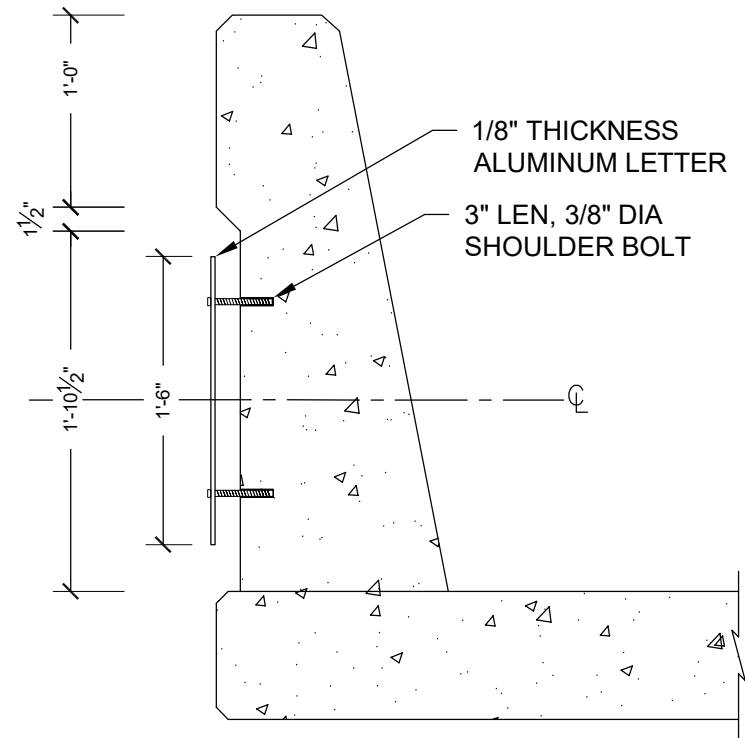
LETTERING
ELEVATIONS

SHEET 2 OF 4

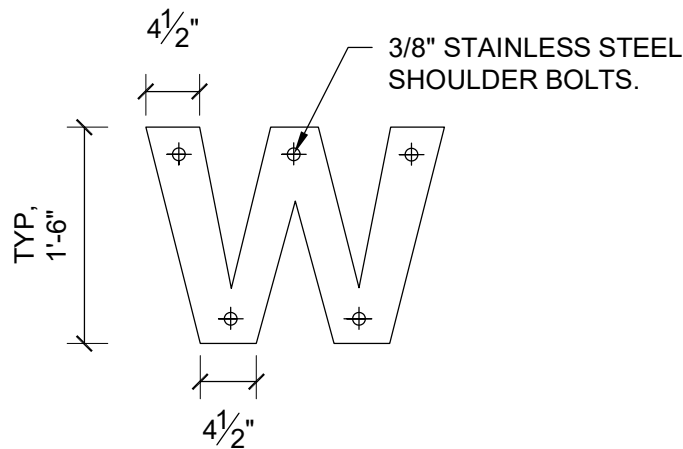
DESIGN AC	FED.RD. DIV.NO. 6	PROJECT NO. P332		HIGHWAY NO. US 79
GRAPHICS AC	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK SH	TEXAS	AUS	WILLIAMSON	L-2
CHECK N/A	CONTROL	SECTION	JOB	
	0204	02	034	



4 LETTERING MOUNTED ON C221 RAIL
SCALE: 1"=1'-0"



3 LETTERING MOUNTED ON SSTR RAIL
SCALE 1"=1'-0"



2 METAL LETTER DETAIL
SCALE: 3/4"=1'-0"



1 LETTERING OVERALL DIMENSIONS
SCALE 3/16"=1'-0"

NOTES:

- LETTERS ARE 1/8" THICKNESS ALUMINUM AND 18" HEIGHT.
- CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR EACH LETTER SHOWING EXACT BOLT LOCATIONS.
- LETTERS SHALL BE PAINTED IN BLACK ACRYLIC / LATEX EXTERIOR GRADE PAINT.
- CONTRACTOR SHALL SUBMIT COLOR SAMPLE FOR ENGINEER'S APPROVAL BEFORE APPLICATION.
- LETTERING BOLTS SHALL NOT DISTURB BRIDGE RAIL STRUCTURE REINFORCEMENT, REF. TYP RAIL STRUCTURE DETAIL.



Sarah F. Hobson
DATE: 9/20/2024

LETTERING
ON FM 3349 BRIDGES

NO.	DATE	REVISION	APPROVED
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HNTB

HNTB Corporation
The HNTB Companies
Infrastructure Solutions
Firm Registration Number 420

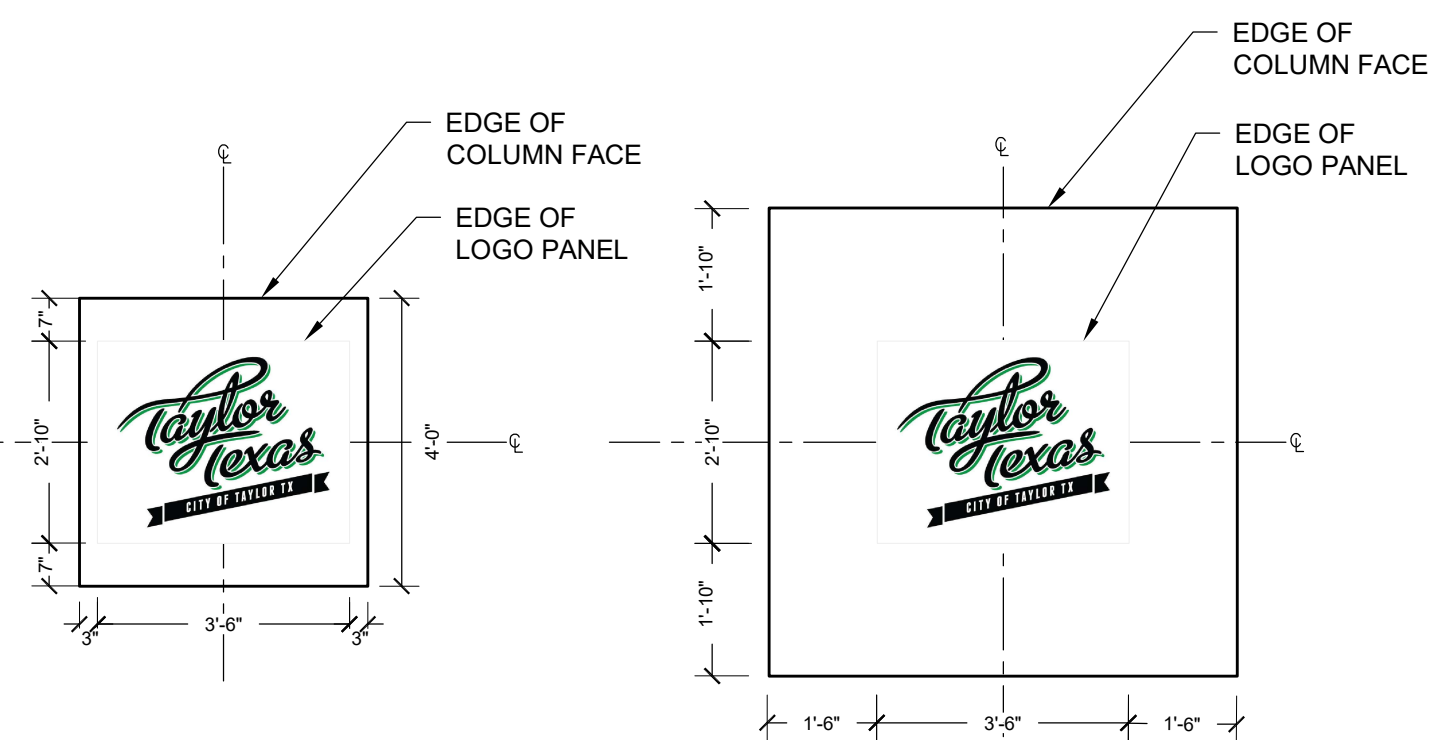


Texas Department of Transportation

METAL LETTERING
DETAILS

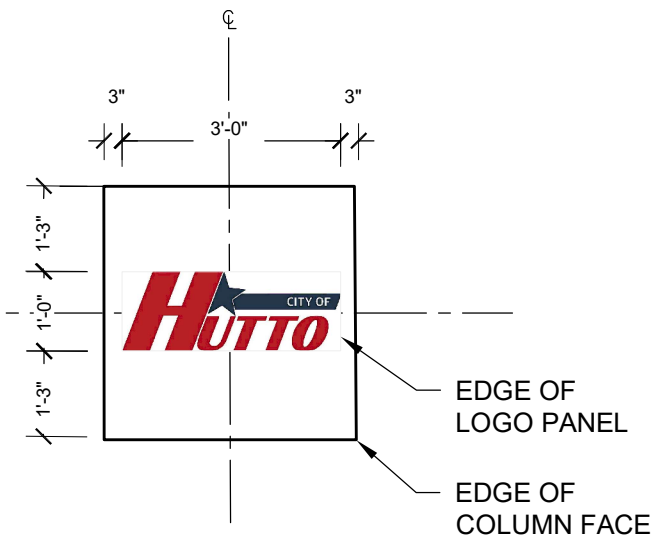
SHEET 3 OF 4

DESIGN AC	FED. RD. DIV. NO. 6	PROJECT NO. P332		HIGHWAY NO. US 79
GRAPHICS AC	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK SH	TEXAS	AUS	WILLIAMSON	L-3
CHECK N/A	CONTROL	SECTION	JOB	
	0204	02	034	

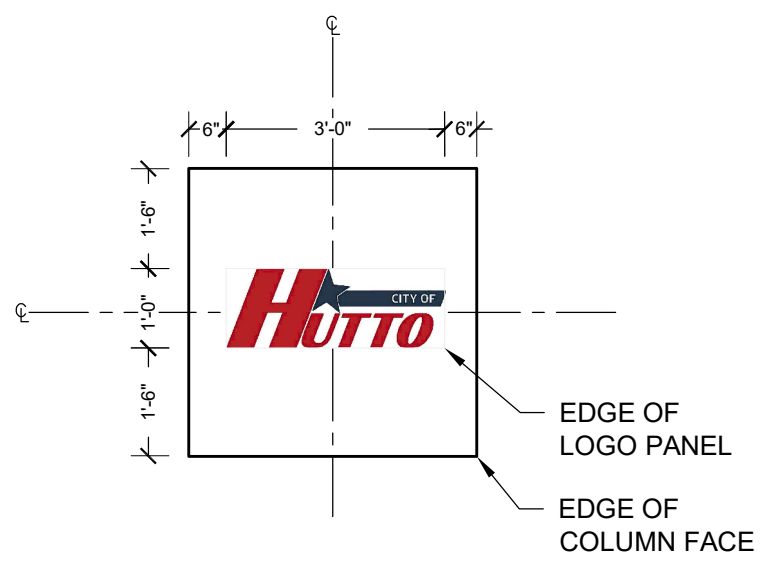


COLUMN # 9 & 10 - NB
(4'-0"X4'-0")

COLUMN # 11 - NB
(6'-6"X6'-6")

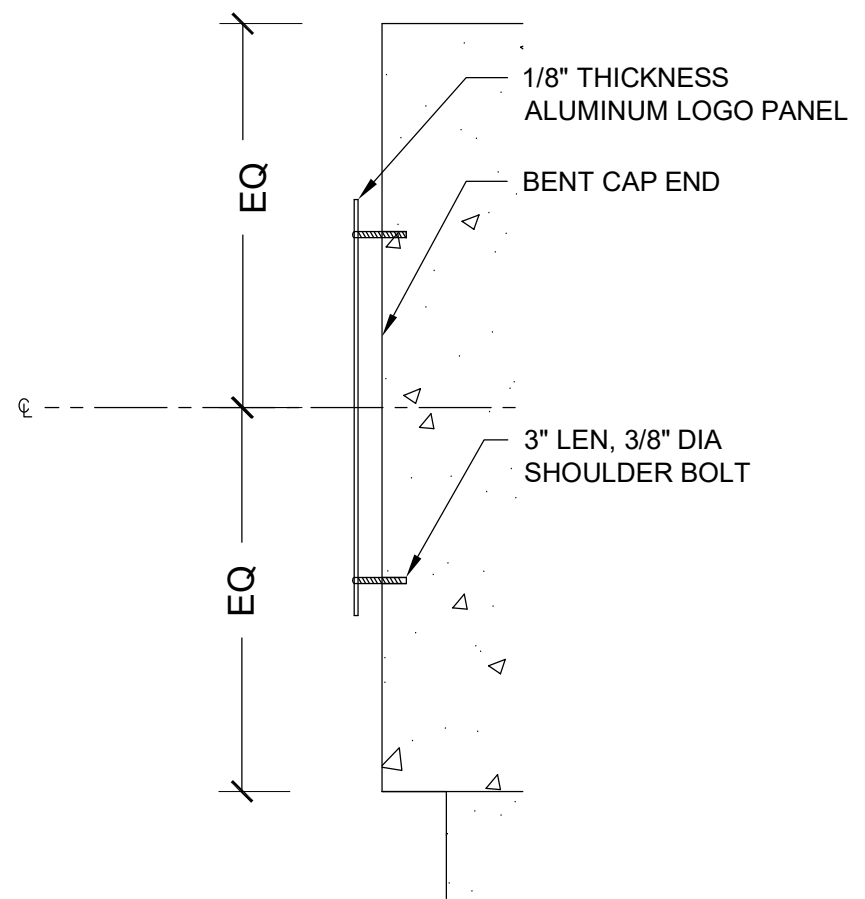


COLUMN # 9 - SB
(3'-6"X3'-6")



COLUMN # 8 - SB
(4'-0"X4'-0")

2 TYPICAL LOGO PANEL ON BENT CAP
SCALE: 3/8"=1'0"



1 LOGO DETAIL
SCALE 3/4"=1'0"


- NOTES:
1. CITY LOGOS SHALL BE PAINTED ON ANODIZED ALUMINUM PANELS USING EXTERIOR GRADE ACRYLIC OR LATEX PAINT. LOGOS SHALL BE USED IN ACCORDANCE WITH REGULATIONS OF THE CITIES OF HUTTO AND TAYLOR, TEXAS
 2. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS AND MOCKUP OF LOGO PANELS FOR ENGINEER'S APPROVAL.
 3. LOGO PANELS SHALL BE CENTERED ON BENT CAPS
 4. BOLTS SHALL NOT DISTURB BENT CAP STRUCTURE REINFORCEMENT



Sarah F. Hobson
DATE: 9/20/2024

BENT CAP LOGOS ON FM 3349 BRIDGES

NO.	DATE	REVISION	APPROVED



HNTB Corporation
The HNTB Companies
Infrastructure Solutions
Firm Registration Number 420



METAL LOGO DETAIL

SHEET 4 OF 4

DESIGN AC	FED. RD. DIV. NO. 6	PROJECT NO. P332		HIGHWAY NO. US 79
GRAPHICS AC	STATE TEXAS	DISTRICT AUS	COUNTY WILLIAMSON	SHEET NO. L-4
CHECK SH	CONTROL 0204	SECTION 02	JOB 034	
CHECK N/A				

Commissioners Court - Regular Session**47.****Meeting Date:** 10/08/2024

Consent to Contract Assignment from DEC (the Assignor) to GFI (the Assignee)

Submitted By: Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on Consent to Contract Assignment between Williamson County, DEC -- Central Texas, LLC (the Assignor), and Gannett Fleming, Inc. (the Assignee) in relation to the Chandler Corridor Segment 1 contract, being dated September 29, 2022 and CR 134 / CR 132 Extension (Hutto Arterial) contract, being dated April 7, 2020.

Background

DEC -- Central Texas, LLC is requesting approval of assigning all contract terms and responsibilities relating to Chandler Corridor Segment 1 [P599] contract, being dated September 29, 2022 and CR 134 / CR 132 Extension (Hutto Arterial) [P376] contract, being dated April 7, 2020 to Gannett Fleming, Inc.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ConsentContractAssignment-DECtoGFI

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 10/03/2024

Reviewed By

Becky Pruitt

Date

10/03/2024 11:51 AM

Started On: 10/02/2024 03:15 PM

CONSENT TO CONTRACT ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, DEC – Central Texas, LLC (hereinafter “Assignor”) hereby request consent from Williamson County, Texas (hereinafter “County”) of the assignment and transfers of all of Assignor’s interest, rights and obligations to Gannett Fleming, Inc. (hereinafter “Assignee”) in the contracts described as follows (hereinafter collectively referred to as the “Contracts”):

1. Williamson County Contract for Engineering Services between Dannenbaum Engineering Company – Austin, LLC and Williamson County, Texas, being dated effective as of April 7, 2020 for the CR 134/CR 132 Extension (Hutto Arterial) Project, which is incorporated herein by reference for all purposes; and
2. Williamson County Contract for Engineering Services between DEC – Central Texas, LLC and Williamson County, Texas, being dated effective as of September 29, 2022 for the 22RFSQ134 Chandler Corridor Segment 1 (SH 130 to CR 101/Corridor E) Project, which is incorporated herein by reference for all purposes.

In consideration of the mutual promises and covenants contained herein, County, Assignor and Assignee hereby agree as follows:

1. Assignor, Assignee and County hereby acknowledge and agree that the Williamson County Contract for Engineering Services between Dannenbaum Engineering Company – Austin, LLC and Williamson County, Texas, being dated effective as of April 7, 2020 for the CR 134/CR 132 Extension (Hutto Arterial) Project was previously assigned by Dannenbaum Engineering Company – Austin, LLC to DEC – Central Texas, LLC pursuant to a Consent to Contract Assignment between Dannenbaum Engineering Company – Austin, LLC, DEC – Central Texas, LLC and Williamson County, Texas, being dated effective July 20, 2023, and that such assignment effectively assigned said contract to Assignor.
2. Assignor agrees that all rights and obligations of Assignor arising under the Contracts or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of this Consent to Contract Assignment, are hereby included in the assignment of the Contracts to Assignee and Assignee hereby agrees to accept same as if Assignee was an original party to the aforesaid Contracts.
3. Following the execution of this Consent to Contract Assignment, Assignee shall perform all remaining services in accordance with terms and condition of the Contracts as if Assignee was an original party to the Contracts.
4. Assignor and Assignee have agreed the assignment of the Contracts shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heir and devisees and legal representatives.

5. UPON EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT AND IN CONSIDERATION OF COUNTY'S CONSENT TO THE ASSIGNMENT SUBJECT HEREOF, ASSIGNEE HEREBY AGREES THAT ASSIGNEE SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) AND INDEMNIFY COUNTY FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF ASSIGNOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS ASSIGNOR MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH ASSIGNOR'S PERFORMANCE OF SERVICES UNDER THE CONTRACT PRIOR TO EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT; AND FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM ASSIGNOR'S PERFORMANCE OF THE CONTRACTS OR THE SERVICES PROVIDED UNDER THE CONTRACTS PRIOR TO THE EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF ASSIGNOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY ASSIGNOR OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE.
6. In consideration of the terms, conditions, agreements and covenants set forth herein, County agrees and does hereby consent to Assignor's assignment of the Contracts to Assignee.
7. It is the intention of the parties hereto that in the event a court of competent jurisdiction finds that any provision or portion of this Consent to Contract Assignment is unenforceable for any reason, the balance and remainder of this Consent to Contract Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.
8. Each party to this Consent to Contract Assignment acknowledges that it and its counsel have reviewed this Consent to Contract Assignment and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Consent to Contract Assignment.
9. Each party to this Consent to Contract Assignment hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Consent to Contract Assignment shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Consent to Contract Assignment is governed by the laws of the United States, this Consent to Contract Assignment shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
10. This Consent to Contract Assignment represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written relating to the subject matter hereof. This Consent to Contract Assignment may be amended only by written instrument signed by each party.

AGREED, signed and made effective as of the date of the last party's execution below.

COUNTY:

Williamson County, Texas

By: _____

Title: As Presiding Officer of the Williamson County
Commissioners Court

Date: _____, 20____

ASSIGNOR:

DEC – Central Texas, LLC

By: _____

Printed Name: Nick Bokaie

Title: Chief Operating Officer

Date: October 1, 2024

ASSIGNEE:

Gannett Fleming, Inc.

By: _____

Printed Name: John Derr

Title: Executive Vice President

Date: October 1, 2024

APPROVED

By Christen Eschberger at 11:15 am, Oct 03, 2024

Commissioners Court - Regular Session

48.

Meeting Date: 10/08/2024

Soulbrain Tax Abatement 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 authorizing the County Judge to execute a Chapter 312 tax abatement agreement with Soulbrain TX LLC.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Map

Form Review

Inbox

County Judge Exec Asst.

Charlie Crossfield (Originator)

Form Started By: Charlie Crossfield

Final Approval Date: 10/02/2024

Reviewed By

Becky Pruitt

Charlie Crossfield

Date

08/22/2024 11:40 AM

10/02/2024 03:40 PM

Started On: 08/22/2024 11:24 AM

STATE OF TEXAS

§
§
§

TAX ABATEMENT AGREEMENT

COUNTY OF WILLIAMSON

This Tax Abatement Agreement (the “Agreement”) is made by and between Williamson County, Texas, a Texas home rule municipality (“County”), and Soulbrain TX LLC, a Texas limited liability company (“Company”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

W I T N E S S E T H:

WHEREAS, Company owns the real property described in Exhibit “A” attached hereto (the “Land”); and

WHEREAS, Company intends to design and construct a phosphoric acid plant and other buildings and ancillary facilities constructed on the Land supporting the operation of the plant that Company will construct on the Land (hereinafter defined as the Phase I Facility), and a hydrofluoric acid plant and other buildings and ancillary facilities constructed on the Land supporting the operation of the plant that Company will construct on the Land (hereinafter defined as the Phase II Facility”); and

WHEREAS, the City Council of the City of Taylor, Texas (the “City Council”), passed an Ordinance (the “Ordinance”) establishing Tax Abatement Reinvestment Zone No. 10 (the “Zone”), for commercial/industrial tax abatement, as authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code, as amended (the “Act”); and

WHEREAS, County adopted guidelines for tax abatement which are still in effect (the “Tax Abatement Guidelines”); and

WHEREAS, the Tax Abatement Guidelines contain appropriate guidelines and criteria governing tax abatement agreements to be entered by County as contemplated by the Act; and

WHEREAS, County has adopted a resolution stating that it elects to be eligible to participate in tax abatement, which is still in effect; and

WHEREAS, to maintain and enhance the commercial and industrial economic and employment base of the County, it is in the best interests of the taxpayers for the County to enter into this Agreement in accordance with said Ordinance, the Tax Abatement Guidelines, and the Act; and

WHEREAS, the operations of Company will create permanent new jobs in the County; and

WHEREAS, the Commissioners Court finds that the contemplated use of the Premises (hereinafter defined), and the contemplated Improvements are consistent with encouraging development of the Zone in accordance with the purposes for its creation and/or in compliance with the Tax Abatement Guidelines, the Zone, the Act, and all other applicable laws; and

WHEREAS, the County finds that the Improvements sought are feasible and practicable and would be of benefit to the Premises to be included in the Zone and to the County after expiration of this Agreement; and

WHEREAS, County delivered to the presiding officer of the governing body of each taxing unit in which the property subject to the Agreement is located, a written notice that the County intends to enter into this Agreement, which notice also included a copy of this Agreement; and

WHEREAS, County, as required by Tax Code Section 312.207, caused notice to be posted of the meeting at which this Agreement is to be approved by the County.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, including the expansion of primary employment, the attraction of major investment in the Zone, which contributes to the economic development of the County and the enhancement of the tax base in the County, the Parties agree as follows:

Article I Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Ad Valorem Taxes” shall mean those real and business personal property ad valorem taxes paid to the County’s Operation and Maintenance Fund (and not the County’s Debt and Road Bridge Fund) based on the appraised value of the real and personal property owned or leased by the Company and/or a Company Affiliate pursuant to an operating lease or similar agreement and within the Premises.

“Appraisal District” shall mean the Williamson Central Appraisal District, or its successor.

“Bankruptcy or Insolvency” shall mean the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of receiver for any part of a Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party, and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Base Year Taxable Value” shall mean the Taxable Value for the Land for the year in which the Tax Abatement Agreement is executed (2024).

“Capital Investment” shall mean the capitalized cost incurred and paid by Company or a Company affiliate to construct the respective Facility on the Land, (not including cost of the Land), equipment purchases, contractor’s fees, insurance, and hard and soft construction costs incurred in connection with the construction of each respective Facility on the Land and in order to cause operations to commence within such Facility.

“County” shall mean Williamson County, Texas.

“Commencement Date” shall mean the date the final certificate of occupancy is issued by the City for the occupancy of the respective Facility by Company.

“Commencement of Construction” shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of Phase I Facility or the Phase II Facility, as the case may be; (ii) all necessary permits for the construction of the Phase I Facility or the Phase II Facility, as the case may be, pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Land or the construction of the vertical elements of the Phase I Facility or the Phase II Facility as the case may be, has commenced.

“Company” shall mean Soulbrain TX LLC, a Texas limited liability company.

“Company Affiliate” shall mean any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, Company. The term “control” shall mean direct or indirect ownership of more than fifty percent (50%) of the voting stock of a corporation (or equivalent equity interest for other types of entities) or the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities, by contract or otherwise.

“Completion of Construction” shall mean that: (i) the construction of the respective Facility has been substantially completed; and (ii) a certificate of occupancy has been issued by the City for the occupancy of the Phase I Facility or Phase II Facility by the Company, as the case may be.

“Effective Date” shall mean the last date of execution of this Agreement.

“Employment Period” shall mean each twelve (12) consecutive month period following the Commencement Date during the Term of this Agreement.

“Employment Positions” shall mean FTE Position eligible for employee benefits that have been created, maintained, and filled at the respective Facility per Employment Period.

“Expiration Date” shall mean the tenth (10) anniversary of the date of the First Year of Abatement for the Phase II Facility; provided however if Company has not timely caused Commencement of Construction of the Phase I Facility on or before January 1, 2029 and/or timely cause Completion of Construction of the Phase II Facility on or before January 1, 2029 and Completion of Construction of the Phase II Facility has not occurred on or before January 1, 2033, the Expiration Date shall be tenth (10th) anniversary of the First Year of Abatement for the Phase I Facility.

“Facility” shall mean the Phase I Facility or the Phase II Facility, as the case may be.

“First Year of Abatement” shall mean January 1 of the calendar year immediately following the date the County has issued a certificate of occupancy for the occupancy of the respective Facility.

“Force Majeure” shall mean an occurrence of any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, governmental or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes affecting the area in which the Real Property is located that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, in which case the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the last day of the month of the occurrence of the event(s) or condition(s) causing the delay or the date the Party whose performance has been delayed becomes aware or should have reasonably known of the event, describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

“Freeport Goods” is as defined in Section 11.251 of the Texas Tax Code.

“FTE Position” or “FTE” means a position filled by an individual scheduled to work for a combined total of at least 2,080 hours during an Employment Period.

“Goods in Transit” is as defined in Section 11.253 of the Texas Tax Code.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary, and extraordinary, foreseen, and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Company or any property or any business owned by Company within County.

“Improvements” or “Project” shall collectively mean the Phase I Facility and the Phase II Facility consisting of one or more improvements constructed on the Land housing either the Phase I or Phase II Facility and other buildings and ancillary facilities constructed on the Land supporting the operation of such Facilities that Company will construct on the Land and other ancillary facilities, such as reasonably required parking and landscaping more fully described in the submittals filed by Company with the County, from time to time, in order to obtain a building permit(s).

“Land” shall mean the real property described in **Exhibit “A”**.

“Phase” means, as applicable, the construction phase of the Project during which the Phase I Facility is constructed or the construction phase of the Project during which the Phase II Facility is constructed.

“Phase I Capital Investment” means Company’s obligation to make a Capital Investment of \$175,000,000.00 on the Land to construct the Phase I Facility.

“Phase II Capital Investment” means Company’s obligation to make a Capital Investment of \$400,000,000.00 on the Land to construct its Phase II Facility.

“Phase I Facility” means the phosphoric acid plant and other buildings containing no less than 60,000 square feet of industrial space and ancillary facilities constructed on the Land being a part of the Project supporting the operation of the plant that Company will construct on the Land. Phase I Facility does not include the Land.

“Phase II Facility” means the hydrofluoric acid plant and other buildings containing no less than 60,000 square feet of industrial space and ancillary facilities constructed on the Land being a part of the Project supporting the operation of the plant that Company will construct on the Land. Phase II Facility does not include the Land.

“Premises” shall mean collectively, the Land and Improvements following construction thereof.

“Real Property” shall collectively mean the Land and Improvements following construction thereof.

“Required Use” shall mean the continuous operation of the Company’s United States Corporate headquarters and the Phase Facility I for the purpose of a phosphoric acid plant, and the continuous operation of the Phase II Facility for the purpose of a hydrofluoric acid plant, provided Completion of Construction of the Phase II Facility is achieved.

“Substantial Change in Ownership or Control” means (i) a merger or consolidation approved by the Company’s stockholders in which twenty-five percent (25%) or more of the Company’s outstanding securities are transferred to a person or persons different from the persons holding those securities immediately prior to such transaction; (ii) any stockholder-approved sale, transfer, or other disposition of all or substantially of the Company’s assets in complete liquidation or dissolution of the Company; or (iii) the acquisition, directly or indirectly, by any person or related group of persons (other than the Company or a person that directly or indirectly controls, is controlled by, or under common control with the Company) of beneficial ownership (within the meaning of Rule 13d-3 of the Securities Exchange Act of 1936) or fifty percent (50%) or more of the Company’s outstanding securities.

“Tax Year” shall have the meaning assigned to such term in Section 1.04 the Texas Tax Code (i.e., the calendar year).

“Taxable Value” means the appraised value as certified by the Appraisal District as of January 1 of a given year.

Article II General Provisions

2.1 Company is the owner of the Land, which is located within the County and within the Zone. Company intends to construct, or cause to be constructed, the Improvements on the Land.

2.2 The Premises is not in an improvement project financed by tax increment bonds.

2.3 This Agreement is entered into subject to the rights of the holders of outstanding bonds of the County.

2.4 The Premises are not owned or leased by any member of the Commissioners Court.

2.5 Company shall, before May 1 of each calendar year that the Agreement is in effect, certify in writing to the County that Company is in compliance with each term of the Agreement.

2.6 During the Term of the Agreement, the Company shall establish one or more programs at the Premises to create internship and employment opportunities for the Taylor ISD students. The foregoing may be fulfilled by the Company’s or a Company Affiliate’s participation in an internship or workforce program established by or for the Taylor ISD so long as the Company or Company Affiliate creates additional internship and/or contributes to the efforts of such already established program.

Article III Tax Abatement Authorized

3.1 This Agreement is authorized by the Act and in accordance with the County Tax Abatement Guidelines and approved by Order of the Commissioners Court.

3.2 Abatement.

(a) Phase I Facility. Subject to the terms and conditions of this Agreement and provided the Minimum Taxable Value as set forth in Section 3.7 for the Phase I Facility has been achieved for the respective Tax Year, County hereby grants Company an abatement of twenty-five percent (25%) of the Taxable Value of both the real and business personal property of Phase I Facility for a period of ten (10) consecutive years beginning with the First Year of Abatement for the Phase I Facility. The actual percentage of Taxable Value of the Phase I Facility subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of the Phase I Facility that exceeds the Base Year Taxable Value. The failure of the Phase I Facility to achieve the Minimum Taxable Value as set forth in Section 3.7 as of January 1 of any given Tax Year shall not be an event of default subject to termination and repayment of the abated taxes pursuant to Article V hereof but shall result in the forfeiture of the tax abatement for the Phase I Facility for such Tax Year.

(b) Phase II Facility. Subject to the terms and conditions of this Agreement and provided the Minimum Taxable Value as set forth in Section 3.7 for the Phase II Facility has been achieved for the respective Tax Year, County hereby grants Company an abatement of twenty-five percent (25%) of the Taxable Value of both the real and business personal property of Phase II Facility for a period of ten (10) consecutive years beginning with the First Year of Abatement for the Phase II Facility. The actual percentage of Taxable Value of the Phase II Facility subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of the Phase II Facility that exceeds the Base Year Taxable Value. The failure of the Phase II Facility to achieve the Minimum Taxable Value as set forth in Section 3.7 as of January 1 of any given Tax Year shall not be an event of default subject to termination and repayment of the abated taxes pursuant to Article V hereof but shall result in the forfeiture of the tax abatement for the Phase II Facility for such Tax Year.

3.3 The period of tax abatement herein authorized shall be for a period of ten (10) consecutive years beginning with the First Year of Abatement for the respective Facility.

3.4 During the period of tax abatement herein authorized, Company shall be subject to all taxation not abated, including but not limited to, sales tax and ad valorem taxation.

3.5 Required Use. During the term of this Agreement, beginning on the Commencement Date for the respective Facility and continuing until the Expiration Date, the Real Property shall not be used for any purpose other than the Required Use, and the operation of the Real Property in conformance with the Required Use shall not cease for more than thirty (30) continuous days except in connection with, and to the extent of, an event of Force Majeure or casualty, or for reasonable periods of time not to exceed ninety (90) days for expansion, re-equipping or remodeling.

3.6 Continuous Ownership and Operation. Company or Company Affiliate shall, beginning on the Commencement Date for the respective Facility and continuing thereafter until the Expiration Date, continuously own the Real Property and operate the respective Facility.

3.7 Capital Investment.

(a) The Capital Investment for Phase I Facility shall be no less than \$175,000,000.00 as of the date of Completion of Construction thereof.

(b) The Capital Investment for Phase II Facility shall be no less than \$400,000,000.00 as of the date of Completion of Construction thereof.

(c) Company shall within thirty (30) days after the date of Completion of Construction of each of the Phase I Facility and the Phase II Facility, provide County copies of invoices, bills, receipts, invoices, and such other evidence of the costs incurred and paid by Company evidencing the required Capital Investment.

3.8 Minimum Taxable Value.

(a) The Minimum Taxable Value for Phase I Facility shall be no less than \$100,000,000.00 for a period of ten (10) consecutive years beginning with the First Year of Abatement for the Phase I Facility.

(b) The Minimum Taxable Value for Phase II Facility shall be no less than \$100,000,000.00 for a period of ten (10) consecutive years beginning with the First Year of Abatement for the Phase II Facility.

3.9 Employment.

(a) The Company shall, beginning on the Commencement Date for the Phase I Facility and continuing until the Expiration Date, create, fill, and maintain at least fifty (50) Employment Positions at the Improvements, in accordance with the following phased hiring schedule over a five-year period:

Year 1: 3 Employment Positions

Year 2: 8 Employment Positions

Year 3: 17 Employment Positions

Year 4: 23 Employment Positions

Year 5: 39 Employment Positions

At the end of the five-year period, a minimum of fifty (50) Employment Positions must be filled and maintained. In the event of a voluntary or involuntary termination or elimination of an Employment Position that causes the number of required Employment Positions to fall below the minimum numbers set forth above, the Company shall not be in breach or default of this Agreement, provided the required number of Employment Positions is re-established not later than 90-days after the date the termination or elimination occurs that results in the number of Employment Positions to fall below the required minimum number. If the total number of Employment Positions falls below the required minimum number and is not re-established at the conclusion of the said 90-day period, then the County may terminate this Agreement. The Company shall provide written notification to the County not later than 30 days after the reduction referenced in this Section occurs, which notice shall contain the reduction in levels of the Employment Positions and the Company's plan for restoring the required number of Employment Positions. The Company shall provide the County with written notification at the conclusion of said 90-day period as to the status of the re-establishment of the required number of Employment Positions.

(b) The Company shall during the term of this Agreement, endeavor to: (i) maintain a diverse and well represented workforce; (ii) work with its local employment recruiting agency to enhance recruiting of potential minority job applicants and residents of the County; and (iii) conduct and hold one or more job and recruiting fairs for new hires for the Project and work with the Texas Workforce Commission to assist in the recruitment and hiring of individuals who reside in or who are representative of the County.

(c) Company shall require its general construction contractor and major construction subcontractors to hold recruiting fairs in the County; and to employ residents of the County and utilize a diverse workforce for any work performed at the Project.

3.10 Company shall to the extent commercially available for the Project, acquire goods and services from businesses and individuals located in the County and continue its current practice of utilizing local small businesses to provide goods and services for the Project and Company's local operations; and

3.11 Term. The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein.

3.12 Abatement of M&O Only. The abatement described herein is for those Ad Valorem Taxes paid by the Company to the County's Maintenance and Operation Fund (and not the County's Debt and Road and Bridge Fund) based upon the appraised value of the real and personal property owned or leased by the Company and within the Premises.

Article IV Improvements

4.1 Company intends to construct or cause to be constructed the Improvements on the Land. Nothing in this Agreement shall obligate Company to construct the Improvements on the Land, but said actions are conditions precedent to tax abatement for the Company pursuant to this Agreement.

4.2 Phase I Facility. As a condition precedent to the initiation of the tax abatement pursuant to this Agreement for the Phase I Facility, Company agrees, subject to events of Force Majeure, cause Commencement of Construction of the Phase 1 Facility to occur on or before January 1, 2025, and, subject to events of Force Majeure, cause Completion of Construction of the Phase 1 Facility to occur on or before January 1, 2029.

4.3 Phase II Facility. As a condition precedent to the initiation of the tax abatement pursuant to this Agreement for the Phase II Facility Company shall, subject to events of Force Majeure, cause Commencement of Construction of the Phase II Facility to occur on or before January 1, 2029; and subject to events of Force Majeure, cause Completion of Construction of the Phase II on or before January 1, 2033. Notwithstanding anything contained in this Agreement to the contrary, the Company's failure to construct the Phase II Facility within the time periods set forth in this Agreement shall not be a breach or default of this Agreement, it being agreed by the Parties that such failure shall result in the Company not receiving any tax abatement for Phase II facility.

4.4 Company agrees to maintain (or cause to be maintained) the Premises during the term of this Agreement in accordance with all applicable state and local laws, codes, and regulations.

4.5 County, the Appraisal District, its agents and employees shall have the right of access to the Premises during and following construction of the Improvements to inspect the Improvements at reasonable times and with reasonable notice to Company and in accordance with visitor access and

security policies of the Company to ensure that the construction and maintenance of the Improvements are in accordance with this Agreement and all applicable state and local laws and regulations (or valid waiver thereof).

Article V

Default; Recapture

5.1 In the event: (i) Company fails to cause the Commencement or Completion of Construction of the Improvements in accordance with this Agreement; (ii) Company has delinquent ad valorem taxes owed to the County (provided Company retains the right to timely and properly protest such taxes); (iii) Company has an event of Bankruptcy or Insolvency; or (iv) Company breaches any of the terms and conditions of this Agreement then Company, after the expiration of the notice and cure periods described below, shall be in default of this Agreement. As liquidated damages in the event of such default, the Company shall, not later than thirty (30) days after delivery of written demand, pay to the County all taxes which otherwise would have been paid by the Company to the County without benefit of a tax abatement, for the respective Facility at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended, but without penalty. The Parties acknowledge that actual damages in the event of default termination would be speculative and difficult to determine. The Parties further agree that any abated tax, including interest, as a result of this Agreement, shall be recoverable against Company, its successors and assigns and shall constitute a tax lien against the Premises, and shall become due, owing, and shall be paid to County within thirty (30) days after notice of termination.

5.2 Upon breach by Company of any of the obligations under this Agreement, County shall notify Company in writing, which shall have thirty (30) days from receipt of the notice in which to cure any such breach. If the breach cannot reasonably be cured within such 30-day period, and Company has diligently pursued such remedies as shall be reasonably necessary to cure such default, then County may extend the period in which the breach must be cured.

5.3 If Company fails to cure the breach within the time provided as specified above or, as such time period may be extended, County, at its sole option, shall have the right to terminate this Agreement by providing written notice to Company.

5.4 Upon termination of this Agreement by County, all taxes abated as a result of this Agreement shall become a debt to County as liquidated damages and shall become due and payable to County not later than thirty (30) days after a notice of termination is delivered. County shall have all remedies for the collection of the abated taxes provided generally in the Tax Code for the collection of delinquent property taxes. The computation of the abated taxes for the purposes of this Agreement shall be based upon the full Taxable Value of the respective Facility without tax abatement for the years in which tax abatement hereunder was received by Company, as determined by the Williamson Central Appraisal District, multiplied by the tax rate of the years in question, as calculated by County Tax Assessor-Collector. The liquidated damages shall incur penalties as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

Article VI

Annual Application for Tax Exemption

It shall be the responsibility of the Company, pursuant to the Texas Tax Code, to file an annual exemption application for the respective Facility with the Chief Appraiser for the Appraisal District. A copy of the exemption application shall be submitted to the County upon request.

Article VII Annual Rendition

Company shall annually render the value of the respective Facility, including all real and business personal property to the Appraisal District and provide a copy of the same to the County upon written request.

Article VIII Miscellaneous

8.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as is designated by the applicable Party from time to time) or on the day received as sent by courier or otherwise hand delivered.

If intended for County, to:

Attn: Bill Gravell, Jr.
County Judge
710 South Main Street
Georgetown, Texas 78626

With a copy to:

Hal Hawes
710 South Main Street
Georgetown, Texas 78626

If intended for Company, to:

Soulbrain TX LLC
301 Flowers Ave.
Hutto, TX 78634
Attn: Jongkook Park, President

With a copy to:

Drenner Group
2705 Bee Caves Road, Suite 100
Austin, Texas 78746
Attn: Greta E. Goldsby

8.2 Authorization. This Agreement was authorized by order of the Commissioners Court approved by its regularly scheduled meeting authorizing the County Judge to execute this Agreement on behalf of the County.

8.3 Representations of Company. Company hereby represents and warrants to County that as of the Effective Date:

(a) Company is duly organized and existing and in good standing as a Texas limited liability company under the laws of the State of Texas and is in good standing in the State of Texas. Company is registered with the Texas Secretary of State and authorized to transact business in the State of Texas.

(b) Company has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof (i) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation applicable to Company, and (ii) do not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon any assets of Company under, any agreement or instrument to which Company is a party or by which Company or its assets may be bound or affected.

(c) This Agreement has been duly authorized, executed and delivered by Company and constitutes a legal, valid, and binding obligation of Company, enforceable in accordance with its terms.

(d) The execution, delivery and performance of this Agreement by Company do not require the consent or approval of any person that has not been obtained.

(e) Company will acquire all necessary rights, licenses, permits and authority to continue its business in the State of Texas and to maintain all such necessary rights, licenses, permits, and authority for the duration of this Agreement.

(f) To Company's knowledge, no litigation or governmental proceeding is pending, threatened against, or affecting Company that could result in any material adverse change in Company's business, properties, or operation and that no consent, approval, authorization, registration, or declaration with any governmental authority is required in connection with the execution of or transactions in this Agreement.

(g) There are no bankruptcy proceedings currently pending or contemplated by Company and Company has not been informed of any potential involuntary bankruptcy proceedings.

(h) Company will timely, prior to the delinquency date, pay all taxes due and owing by it to all taxing authorities having jurisdiction, including all employment, income, franchise, and all other taxes due and owing by it to all local, state, and federal entities.

(i) Company will notify County in writing within thirty (30) days after changes in ownership, board chairman, president, CEO, area manager, or any other key personnel occurring during the Term and/or any Substantial Change in Ownership or Control of Company during the term.

(j) Company will comply fully with all applicable state and federal law, including not discriminating against any person on the basis of race, color, national origin, sex, or disability.

8.4 Severability. In the event any section, subsection, paragraph, sentence, phrase, or word herein is held invalid, illegal, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.

8.5 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to the application of any conflict of laws doctrines. Venue for any action concerning this Agreement shall be in the State District Court of Williamson County, Texas or in the U.S. District Court for the Western District of Texas, Austin Division. The Parties agree to submit to the personal and subject matter jurisdiction of said Courts.

8.6 Compliance with applicable Law. Company shall comply with all applicable state, federal and local laws, including all applicable County ordinances, regulations, and Codes in the development of the Land, the construction of the Project and the operation of the Project.

8.7 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument. This Agreement may be executed in facsimile or electronically transmitted portable document format (".PDF") or by electronic means, and such signatures shall have the same force of law as one executed and witnessed by the parties in person.

8.8 Entire Agreement. This Agreement, together with the other agreements listed in the definition of Conditions Precedent, is the entire agreement between the Parties with respect to the subject matter of this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto or as that are otherwise expressly identified and described in this Agreement as being an agreement to be entered concurrently with or subsequent to this Effective Date of this Agreement.

8.9 Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

8.10 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

8.11 Assignment. This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by the Company without the prior written consent of the County which shall not be unreasonably withheld, conditioned, or delayed, except this Agreement may be assigned in whole and not in part by Company to a Company Affiliate which will continue the operation of the respective Facility with written notice to County prior to such assignment and further provided such assignee assumes the obligations, liabilities and responsibilities of Company in writing in a form reasonably approved by County.

8.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

8.13 Employment of Undocumented Workers. During the term of this Agreement, the Company agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Company as convicted in violation of 8 U.S.C. Section 1324a (f), shall repay the taxes abated herein, and any other funds received by the Company from the County as of the date of such violation within 120 days after the date the Company is notified by the County of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. Company is not liable, and shall not be liable for repayment, for a violation of this section by a subsidiary, affiliate, or franchisee of such Parties or by a person with whom such Party contracts.

8.14 Right of Offset. The County may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the County from the Company, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise and regardless of whether the debt due the County has been reduced to judgment by a court.

[Signature page to follow]

EXECUTED in duplicate originals the ____ day of _____, 2024.

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Attest:

By: _____
Nancy Rister, County Clerk

EXECUTED in duplicate originals the ____ day of _____, 2024.

SOULBRAIN TX LLC

BY: _____
ITS: _____

EXHIBIT “A”
PROPERTY DESCRIPTION

Tract 1: Lot 9, Block 4, RCR-Taylor Logistics Park Final Plat, Phase 2, Blocks 3, 4, 5, and 6, a subdivision in Williamson County, Texas, according the map or plat thereof recorded under Document No. 2023095569 of the Official Public Records of Williamson County, Texas.

Tract 2: Lot 1A, Block 6, RCR-Taylor Logistics Park Amending Plat of Phase 2, Block 6, Lot 1, a subdivision in Williamson County, Texas, according the map or plat thereof recorded under Document No. 2023104579 of the Official Public Records of Williamson County, Texas.



2023095569 PLAT Total Pages: 5



PLAT MAP RECORDING SHEET

DEDICATOR(s):

RCR TAYLOR RAIL, LP
RCR TAYLOR LAND, LP
HYDIE MCALISTER

SUBDIVISION NAME: RCR-TAYLOR LOGISTICS PARK FINAL PLAT, PHASE 2,
BLOCKS 3, 4, 5, AND 6

PROPERTY IS DESCRIBED AS: SEE INSTRUMENT

SUBMITTED BY: CITY OF TAYLOR

DIGITALLY RECORDED

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2023095569

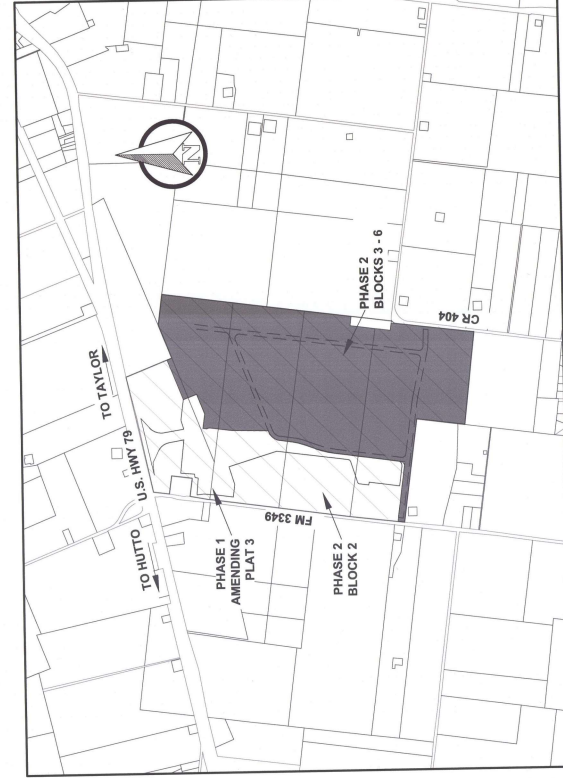
PLAT
11/20/2023 09:16 AM DLAM
Fee: \$321.00



Nancy E. Rister
Nancy E. Rister, County Clerk
Williamson County, Texas

Doc # 20230915569

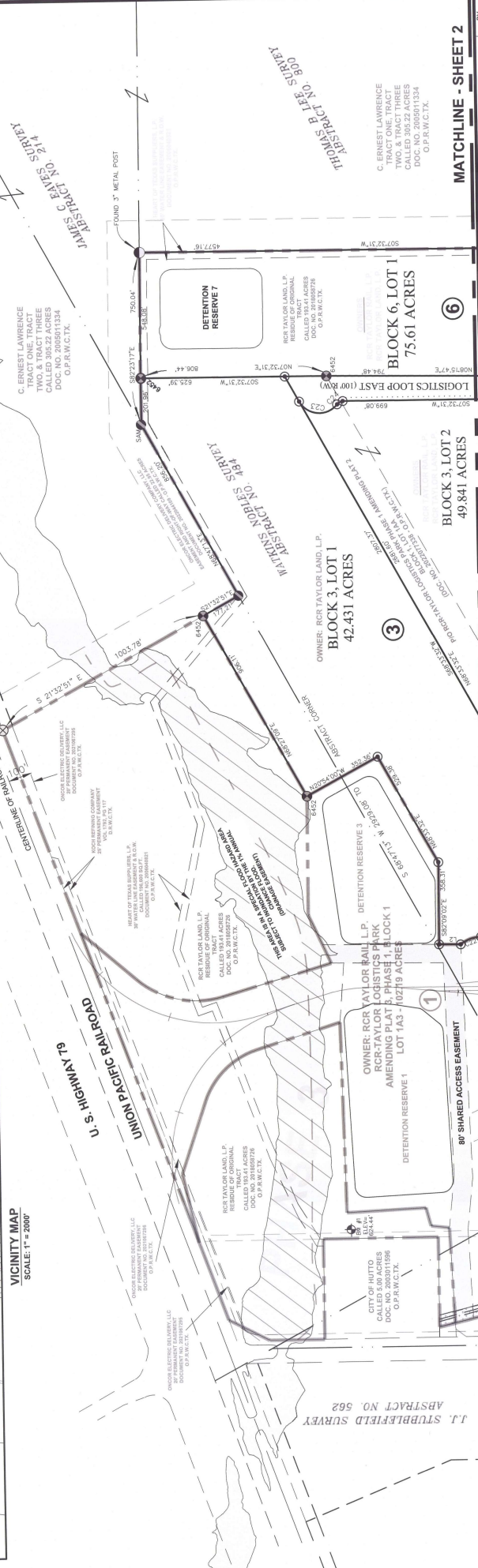
RCR-TAYLOR LOGISTICS PARK
FINAL PLAT, PHASE 2, BLOCKS 3, 4, 5, AND 6
CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS
BEING A FINAL PLAT CONSISTING OF 490.09 ACRES OUT OF THE ORIGINAL 755.41 ACRES, PART OF AND OUT OF
THE WATKINS NOBLES SURVEY, ABSTRACT NO. 484, AND THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213,
TAYLOR, WILLIAMSON COUNTY, TEXAS.



VICINITY MAP
SCALE: 1" = 200'

PARCEL SUMMARY			OWNERSHIP DEED NUMBER(S)		
PHASE	BLOCK	LOT	ACREAGE		
3		1	42.431	P/O 2020277338	
		2	49.841	P/O 2018058726, P/O 2018058735, P/O 2020277338	
		3	1	9.866	P/O 2020277338
4		1	9.124	P/O 2018058735, P/O 2018058736	
		2	10.661	P/O 2018058735	
		3	9.816	P/O 2018058735	
		4	16.520	P/O 2018058735	
		5	24.439	P/O 2018058735, P/O 2018058736	
		6	24.439	P/O 2018058736, P/O 2018058746, P/O 2020166309 (TR.1)	
5		1	41.190	P/O 2018058735, P/O 2018058736	
		2	25.335	P/O 2018058735, P/O 2018058736	
		3	25.904	P/O 2018058736, P/O 2018058746, P/O 2020166309 (TR.1)	
		4	19.197	P/O 2018058736, P/O 2018058746, P/O 2020166309 (TR.1)	
		5	13.105	P/O 2020277338, P/O 2018058736, P/O 2020166309 (TR.1)	
		6	12.210	P/O 2020277338, P/O 2018058746 (RES.), P/O 2020166309 (TR.1)	
6		1	12.210	P/O 2020166309 (TR.1)	
		2	15.000	P/O 2020166309 (TR.1)	
		3	30.091	P/O 2020166309 (TR.1)	
		4	1.446	P/O 2020166309 (TR.1)	
		5	75.61	2018058726 (RES.), 2018058736 (RES.), 2018058746 (RES.), 2020166309 (TR.1)	
		6	42.775	P/O 2018058726, P/O 2018058736, P/O 2018058746, P/O 2020166309 (TR.1)	
RIGHT-OF-WAY DEDICATION			2.526	P/O 2020277338	
RIGHT-OF-WAY RESERVE			2.526	P/O 2020166309 (TR.1)	

OWNER/DEVELOPER	RCR TAYLOR LAND, L.P.
DEVELOPMENT ACREAGE	497.51
SURVEY, JAMES C. EAVES SURVEY, ABSTRACT NO. 213	
WATKINS NOBLES SURVEY, ABSTRACT NO. 484	
NUMBER OF PARCELS	20
DATE OF SURVEY	06/20/2023
SURVEYOR	RAILROAD INFRASTRUCTURE & TERMINAL DEVELOPMENT, LLC
ENGINEER	35505 COOPER ROAD, BROOKSHIRE, TEXAS 77423
ENGINEER RAILROAD INFRASTRUCTURE & TERMINAL DEVELOPMENT, LLC	
35505 COOPER ROAD, BROOKSHIRE, TEXAS 77423	
NUMBER OF PHASE 2	447.315 ACRES
LOTS/RESERVES	20
NUMBER OF ROADS	4
TOTAL	490.09 ACRES



RTD
ENGINEERING & SURVEYING
35505 COOPER ROAD - P.O. BOX 1087
BROOKSHIRE, TEXAS 77423
(281) 392-4850
WWW.RTD-LLC.COM
FIRM NO. 10194405

DATE: 11/01/2023
CHECK: RH
DRAWN: RH
APPROVED: RH
SURVEYOR: RTD, LLC
ENGINEER: RTD, LLC

RCR - TAYLOR LOGISTICS PARK
OWNERS: RCR TAYLOR LAND, L.P.
RCR TAYLOR LAND, L.P.

FINAL PLAT
PHASE 2, BLOCKS 3, 4, 5, AND 6
CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS
PZ - 2023 - 1794

SHEET NO.
1 OF 4

11/01/2023
11/01/2023
11/01/2023
11/01/2023

DESCRIPTION
ADDRESS REVIEW COMMENTS
ADDRESS REVIEW COMMENTS
ADDRESS REVIEW COMMENTS
ADDRESS REVIEW COMMENTS

SCALE: 1" = 300'

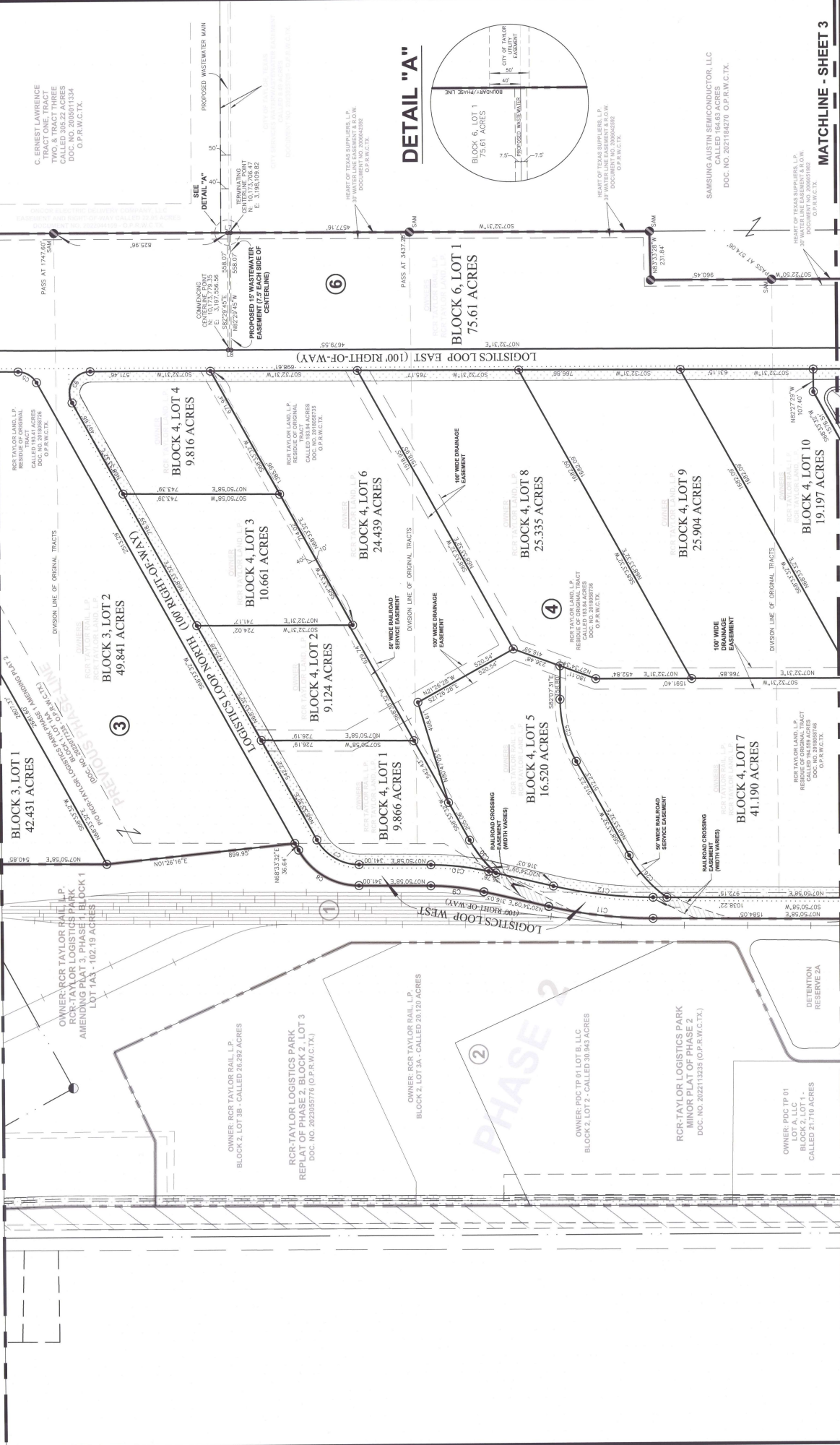
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DOC # 202304556A

RCR-TAYLOR LOGISTICS PARK
FINAL PLAT, PHASE 2, BLOCKS 3, 4, 5, AND 6
CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS
BEING A FINAL PLAT CONSISTING OF 490.09 ACRES OUT OF THE ORIGINAL 755.41 ACRES, PART OF AND OUT OF
THE WATKINS NOBLES SURVEY, ABSTRACT NO. 484, AND THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213,
TAYLOR, WILLIAMSON COUNTY, TEXAS.



MATCHLINE - SHEET 1



DETAIL "A"

MATCHLINE - SHEET 3

RCR - TAYLOR LOGISTICS PARK
OWNERS: RCR TAYLOR RAIL, L.P.
RCR TAYLOR LAND, L.P.

DATE: 11/01/2023
CHECK: RH
DRAWN: RH
APPROV: RH

SURVEYOR: RTID, LLC
ENGINEER: RTID, LLC

FINAL PLAT
PHASE 2, BLOCKS 3, 4, 5, AND 6
CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS
PZ - 2023 - 1794



35505 COOPER ROAD - P.O. BOX 1087
BROOKSHIRE, TEXAS 77423
(281) 392-4850
WWW.RTID-LLC.COM
FIRM NO. 10194405



SHEET NO.
2 OF 4

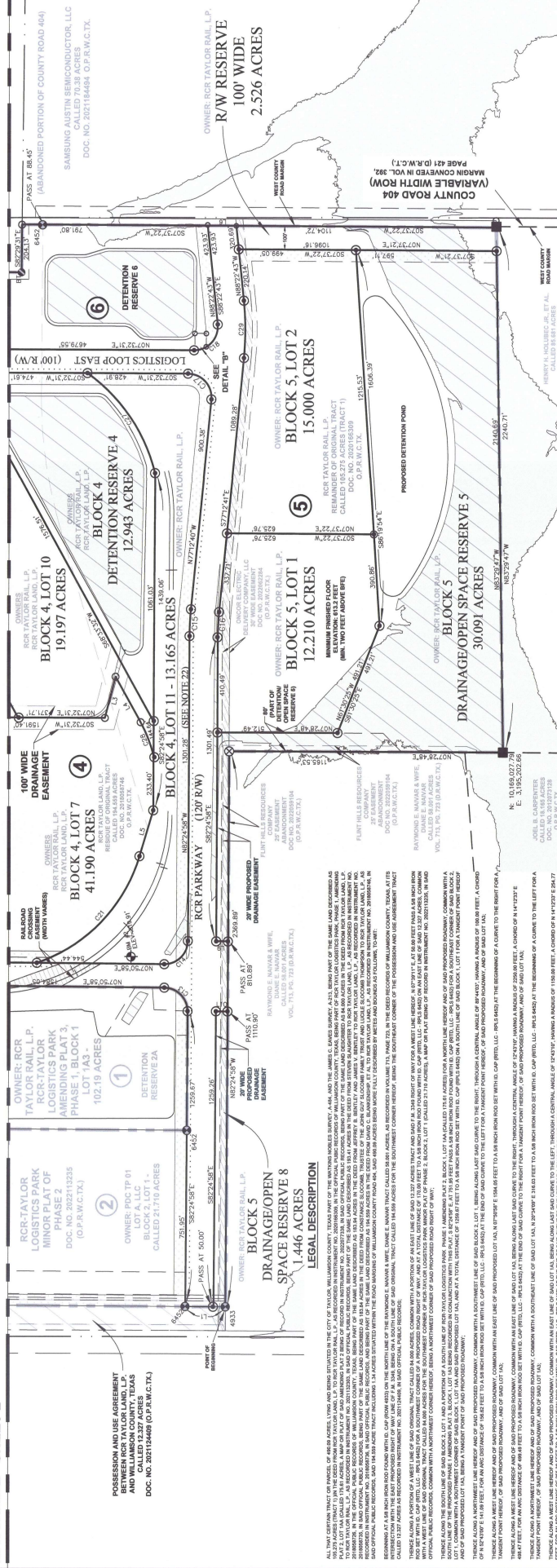
Doc # 2023045554



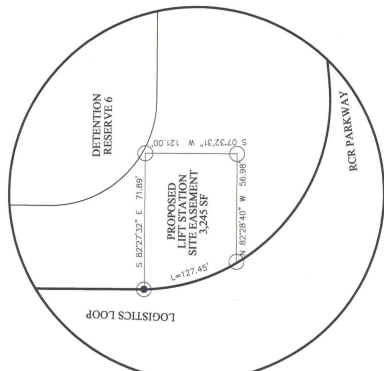
RCR-TAYLOR LOGISTICS PARK FINAL PLAT, PHASE 2, BLOCKS 3, 4, 5, AND 6 CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS

BEING A FINAL PLAT CONSISTING OF 490.09 ACRES OUT OF THE ORIGINAL 755.41 ACRES, PART OF AND OUT OF
THE WATKINS NOBLES SURVEY, ABSTRACT NO. 484, AND THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213,
TAYLOR, WILLIAMSON COUNTY, TEXAS.

MATCHLINE - SHEET 2



DETAIL "B"



DATE	11/01/2023
CHECK	RR
DRAWN	RR
APPROVD	RR

RCR - TAYLOR LOGISTICS PARK
OWNERS: RCR TAYLOR RAIL, L.P.
RCR TAYLOR RAIL, L.P.

SURVEYOR: RITD, LLC
ENGINEER: RITD, LLC

FINAL PLAT
PHASE 2, BLOCKS 3, 4, 5, AND 6
CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS
PZ - 2023 - 1794

SHEET NO.
3 OF 4

RITD
ENGINEERING & SURVEYING
35505 COOPER ROAD, P.O. BOX 1087
BROOKSHIRE, TEXAS 77423
(281) 392-4200
WWW.RITD-LLC.COM
FIRM NO. 10154405

Doc # 2023095569

- | | | | |
|---|-------|---------|---|
| 0 | BR-44 | MACT-11 | <p>RCR - TAYLOR LOGISTICS PARTNERS
 OWNERS: RCR TAYLOR RAIL, L.P.,
 RCR TAYLOR LAND, L.P.</p> <p>FINAL PLAT
 PHASE 2, BLOCKS 3, 4, 5, AND 6
 CITY OF TAYLOR, WILLIAMSON COUNTY TEXAS
 PZ - 2023 - 1194</p> |
|---|-------|---------|---|

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

None law Deputy

The seal of Williamson County, Texas, is a circular emblem. It features a five-pointed star in the center, surrounded by a wreath. The words "WILLIAMSON COUNTY, TEXAS" are inscribed around the perimeter of the seal, with small stars separating the words.

DATE 11/01/2023
 CHECK RH
 DRAWN RH
 APPR'D RH

RCR - TAYLOR LOGISTICS PARK
OWNERS: RCR TAYLOR RAIL, L.P.
RCR TAYLOR LAND, L.P.

FINAL PLAT
PHASE 2, BLOCKS 3, 4, 5, AND 6
CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS
PZ - 2023 - 1794

SHEET NO.
4 OF 4

Commissioners Court - Regular Session**49.****Meeting Date:** 10/08/2024

CR 314 Purchase Contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with Ronnie Lee Kelm and Sherry Ann Kelm to acquire 2.239 AC needed as right of way on the CR 314 project (Parcel 2). Funding Source: Bonds P364

Background

Fiscal Impact

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

Attachments

contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/03/2024

Reviewed By

Becky Pruitt

Date

10/03/2024 09:35 AM

Started On: 10/03/2024 08:17 AM

REAL ESTATE CONTRACT

CR 314 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **RONNIE LEE KELM AND SHERRY ANN KELM** (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 2.239-acre (97,507 square foot) tract of land, out of and situated in the Edmond Parsons Survey, Abstract No. 494, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 2):**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit "A" shall be the sum of SEVEN HUNDRED TWENTY-SEVEN THOUSAND THREE HUNDRED EIGHTY and 00/100 Dollars (\$727,380.00).

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.

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before October 31, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to 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.
- (d) It is expressly understood and agreed that Seller is retaining title to the following improvements located on the Property, to wit: Gate/Fence improvements.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; 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.

(5) Deliver to Purchaser a duly executed and acknowledged Affidavit and Disclaimer for Billboard Structure-Owner, in the form as shown in Exhibit "C" attached hereto and incorporated herein.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid for by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and insure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after October 31, 2024 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 314 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

RLK
Ronnie Lee Kelm

Address: 9930 SHADOW WOOD DR

Date: 2 OCTOBER 24

HOUSTON TX 77080

Sherry Kelm
Sherry Ann Kelm

Date: 2 OCTOBER 24



State of Texas
County of Harris
This instrument was
acknowledged before me
This 2nd day of October,
2024 by Ronnie Lee
Kelm and Sherry
Ann Kelm.
Personally known.

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

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

Date: _____

Lea N. Wylie
Lea N. Wylie
Notary Public, State
of Texas

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 2.239 ACRE (97,507 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE EDMUND PARSONS SURVEY, ABSTRACT NO. 494 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 24.44 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO RONNIE LEE KELM AND SHERRY ANN KELM RECORDED IN VOLUME 904, PAGE 32, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.239 ACRE (97,507 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with plastic cap stamped "RPLS 4641" found, being 312.08 feet right of Engineer's baseline station 26+87.55, being an ell corner in the existing southerly Right-of-Way (ROW) line of County Road 314 (C.R. 314) (variable ROW width), said point being the northwesterly corner of that called 10.00 acre tract of land described in a General Warranty Deed to Byron Reno and Kay Reno recorded in Document No. 2020024605 of the Official Public Records of Williamson County, Texas, same point being on the easterly boundary line of said 24.44 acre tract;

THENCE, N 20°27'05" W, with said existing southerly ROW line, same line being said easterly boundary line of the 24.44 acre tract, a distance of 133.41 feet to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, (Grid Coordinates determined as N=10,261,167.82, E=3,148,407.44), being 190.13 feet right of Engineer's baseline station 26+38.57, on the proposed southerly ROW line of C.R. 314 (variable ROW width), for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE departing said existing southerly ROW line, with said proposed southerly ROW line, through the interior of said 24.44 acre tract, the following four (4) courses:

- 1) **S 81°08'55" W**, a distance of **42.85 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 200.00 feet right of Engineer's baseline station 26+00.00, for the beginning of a non-tangent curve to the right;
- 2) with said curve to the right, having a radius of **2,600.00 feet**, a delta angle of **02°34'10"**, an arc length of **116.60 feet**, and a chord which bears **N 83°47'13 W**, a distance of **116.59 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 200.00 feet right of Engineer's baseline station 24+92.37, for a point of tangency;
- 3) **N 82°30'08" W**, a distance of **179.49 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set being 200.00 feet right of Engineer's baseline station 23+12.88;
- 4) **S 55°04'01" W**, a distance of **145.80 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 298.37 feet right of Engineer's baseline station 22+05.27, on the existing easterly ROW line of Interstate Highway 35 (I.H. 35) (variable ROW width) (TxDOT Account No. 9014-5-8), same line being the westerly boundary line of said 24.44 acre tract, for the southwesterly corner of the herein described parcel;

County: Williamson
Parcel: 2, Ronnie Lee Kelm & Sherry Ann Kelm
Highway: County Road 314

02/02/2024
Page 2 of 4

5) **THENCE, N 12°16'10" E**, with said existing easterly ROW line of I.H. 35, same being said westerly boundary line of the 24.44 acre tract, a distance of **277.07 feet** to a calculated point, at the intersection of said existing easterly ROW line of I.H. 35 and said existing southerly ROW line of C.R. 314, being the northwesterly corner of said 24.44 acre tract, for the northwesterly corner of the herein described parcel;

THENCE, departing said existing easterly ROW line of I.H. 35, with said existing southerly ROW line of said C.R. 314, same line being the northerly boundary line of said 24.44 acre tract, the following two (2) courses:

6) **N 66°59'40" E**, a distance of **245.00 feet** to a calculated point;

7) **S 65°42'20" E**, a distance of **72.32 feet** to a 1/2 inch iron rod found for the northeasterly corner of the herein described parcel;

8) **THENCE, S 20°27'05 E**, a distance of **301.72 feet** to the **POINT OF BEGINNING**, containing 2.239 acres (97,507 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

This property description is accompanied by a separate parcel plat.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Inland Geodetics

Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001
S:\SEILER-LANKES\CR 314\5-Descriptions-Reports\PARCEL-2-KELM-REV.doc



EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

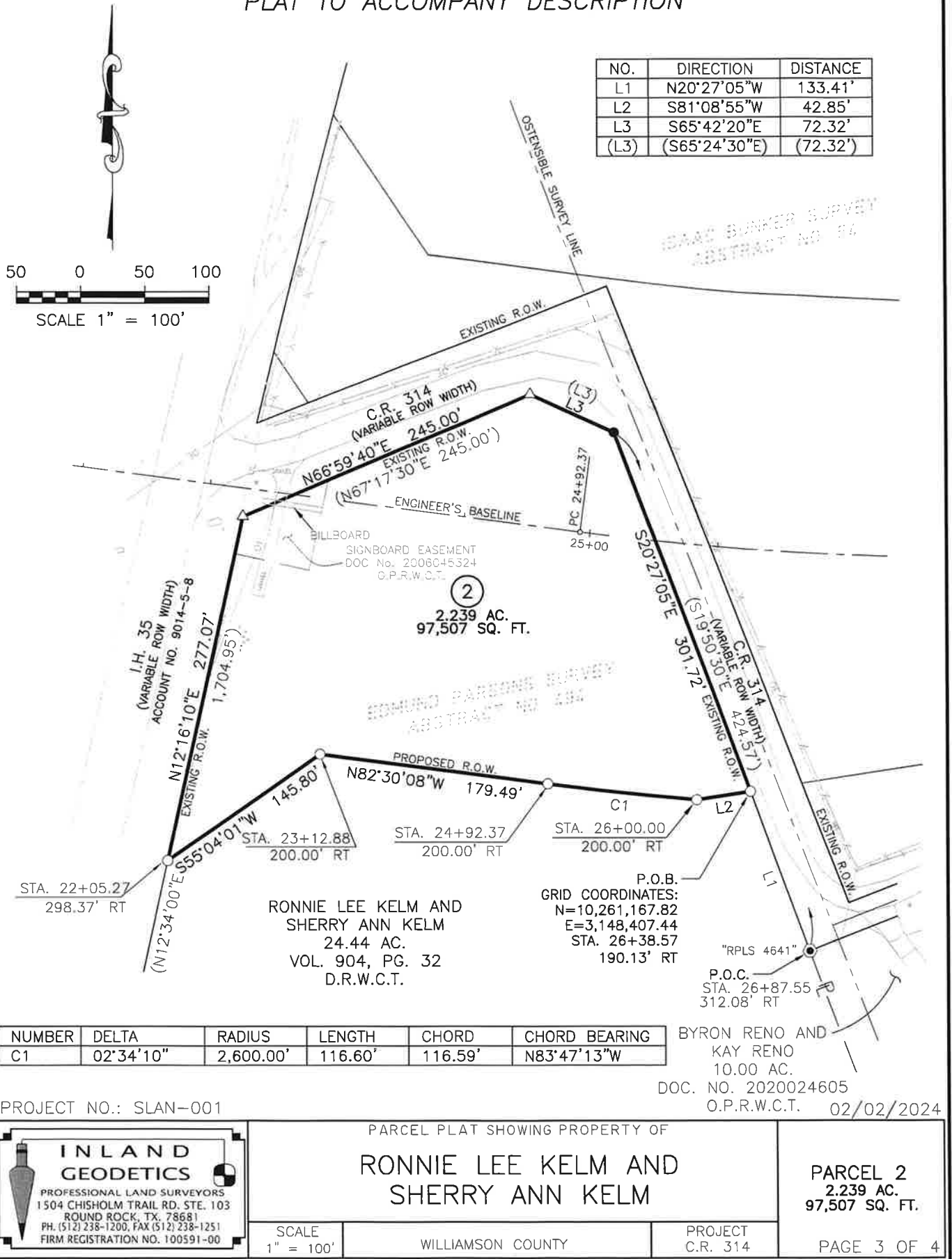


EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

3) UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.

4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

6) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE COMPANY, UNDER GF NO. GT2301873 EFFECTIVE 06/13/2023, ISSUED 06/27/2023. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

SCHEDULE B:

- 10a. EASEMENT DATED MAY 31, 1944, TO TEXAS POWER AND LIGHT, RECORDED IN VOLUME 324, PAGE 78, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)
- 10b. TERMS AND PROVISIONS OF A MEMORANDUM OF EASEMENT (SIGNBOARD) DATED MAY 15, 2006, EXECUTED BY AND BETWEEN RONNIE LEE KELM AND SHERRY ANN KELM, GRANTOR TO FIDELITY INTERNATIONAL TRUST, GRANTEE, RECORDED UNDER DOCUMENT NO. 2006045324, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION IS SHOWN)
- 10c. ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH LIES WITHIN THE BOUNDARIES OF A ROAD OR ROADWAY.
- 10d. TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD.
- 10e. (NOT A SURVEY MATTER)
- 10f. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.
- 10g. RIGHTS OF PARTIES IN POSSESSION.

LEGEND

△	CALCULATED POINT
●	1/2" IRON ROD FOUND
⊙	1/2" IRON ROD WITH CAP FOUND (AS NOTED)
○	5/8" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
ℙ	PROPERTY LINE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
()	RECORD INFORMATION

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLs, RPLS NO. 4933.

INLAND GEODETICS

Miguel A. Escobar

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100



PROJECT NO.: SLAN-001

02/02/2024

PARCEL PLAT SHOWING PROPERTY OF

RONNIE LEE KELM AND
SHERRY ANN KELM

PARCEL 2
2.239 AC.
97,507 SQ. FT.

WILLIAMSON COUNTY

PROJECT
C.R. 314

PAGE 4 OF 4

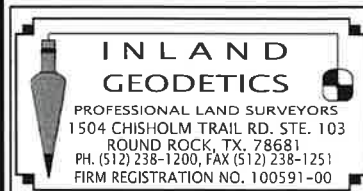


EXHIBIT "B"

Parcel 2

DEED

County Road 314 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 **RONNIE LEE KELM AND SHERRY ANN KELM** 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 and fixtures thereon, being more particularly described as follows (the "Property"):

All of that certain 2.239-acre (97,507 square foot) tract of land, out of and situated in the Edmond Parsons Survey, Abstract No. 494, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 2)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

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.

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:

Ronnie Lee Kelm

Sherry Ann Kelm

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2024 by Ronnie Lee and Sherry Ann Kelm in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT "C"

AFFIDAVIT AND DISCLAIMER FOR BILLBOARD STRUCTURE – OWNER

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

County Road 314

Parcel No. 2

County: Williamson

NOW COMES Ronnie Lee Kelm and Sherry Ann Kelm, who, on oath swears that the following statements are true: **Fidelity International Trust and/or Media Choice, LLC** is/are the Grantee of an easement interest for signboard structure and related activities in the premises indicated in the above listing of data, and affirms that he (she, they) neither owns, claims, nor asserts any right, title, interest or right of possession in or to the outdoor advertising structure ("Billboard") improvement items and related appurtenances described in Exhibit "A" attached hereto and incorporated herein for any and all purposes, which are located on the said premises and says that as far as known or concerned, **Fidelity International Trust and/or Media Choice, LLC**, easement holder, and/or its successors and assigns has all right, title and interest and right of possession to said improvement items and has legal possession of the premises under an easement also described in said Exhibit.

Wherefore, they request that the appraisal of their interest and the easement interest be made separately and that Williamson County ("County") make separate offers and executes this disclaimer in the knowledge that the County shall rely upon same, accordingly, in its acquisition procedures and shall appraise and acquire the owner(s) fee simple interest and the easement holder interest separately. It is understood and agreed that this Affidavit and Disclaimer may be filed as a Rule 11 agreement among the papers of any condemnation suit by Williamson County to acquire any interest in the property described in Exhibit "A".

Ronnie Kelm

Sherry Kelm

[acknowledgment page follows]

Acknowledgment

State of Texas
County of Williamson

This instrument was acknowledged before me on _____ by
Ronnie Lee Kelm and Sherry Ann Kelm. The acknowledging person personally appeared by:

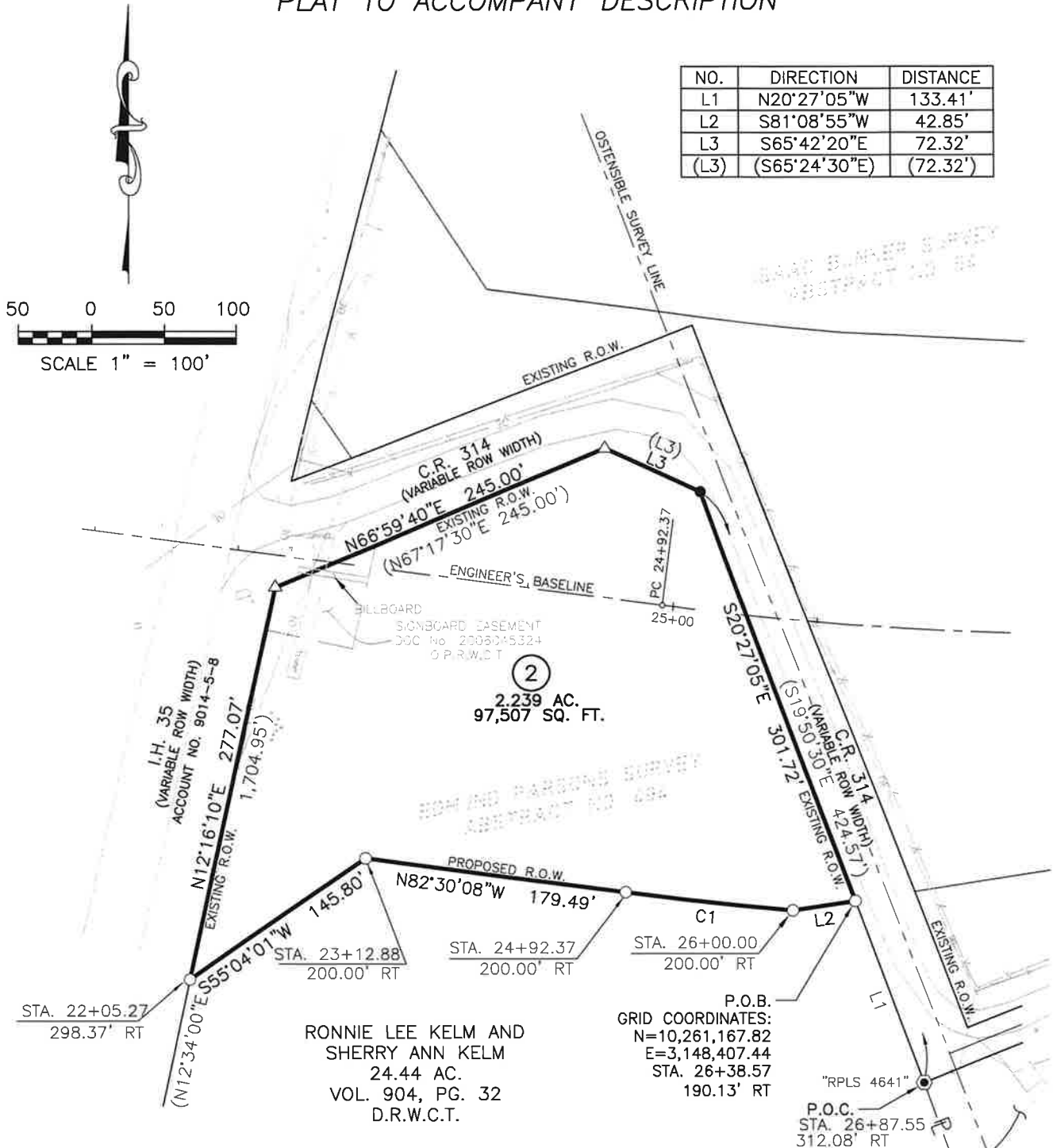
☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

Notary Public's Signature

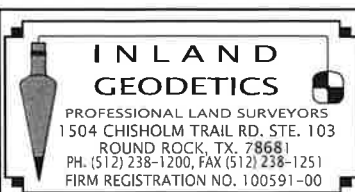
EXHIBIT A to affidavit and disclaimer

PLAT TO ACCOMPANY DESCRIPTION



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02°34'10"	2,600.00'	116.60'	116.59'	N83°47'13"W

PROJECT NO.: SLAN-001



PARCEL PLAT SHOWING PROPERTY OF

RONNIE LEE KELM AND
SHERRY ANN KELM

PARCEL 2
2.239 AC.
97,507 SQ. FT.

SCALE
1" = 100'

WILLIAMSON COUNTY

PROJECT
C.R. 314

PAGE 3 OF 4

Commissioners Court - Regular Session

50.

Meeting Date: 10/08/2024

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 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: Bud Stockton Dr.
- 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 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 proposed or potential sale or lease of property owned by the County

- a) Discuss County owned real estate containing underground water rights and interests.
- b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
- c) Sale of property located 747 County Rd. 138 Hutto, Texas
- d) Discuss Blue Springs Blvd. property

Background

Fiscal Impact			
From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Charlie Crossfield
Final Approval Date: 10/03/2024

Reviewed By

Becky Pruitt

Date

10/03/2024 09:33 AM
Started On: 10/02/2024 03:41 PM

Commissioners Court - Regular Session**51.****Meeting Date:** 10/08/2024

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

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/03/2024

Reviewed By

Becky Pruitt

Date

10/03/2024 09:33 AM

Started On: 10/02/2024 03:41 PM