

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**October 15, 2019**  
**9:30 A.M.**

The Commissioner's Court of Williamson County, Texas will meet in regular session in the Commissioner's Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.
2. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
3. 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.

**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 4 – 36 )

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

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100-0591-004998	PreTrial/Contingencies	\$9,392.80
To	0100-0591-001100	PreTrial/FT Salary	\$7,687.67
To	0100-0591-002010	PreTrial/FICA	\$588.11
To	0100-0591-002020	PreTrial/Retirement	\$1,117.02

5. Discuss, consider and take appropriate action on authorizing the disposal of county equipment assets through Auction including three (3) Stryker Power Pro 6500 Stretchers, pursuant to Tx. Local Gov't Code 263.152.
6. Discuss, consider and take appropriate action on approving compensation changes, position title changes, position grade changes and any corresponding line item transfers.

7. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, September 2019 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
8. Discuss, consider and take appropriate action regarding acceptance of donation in the amount of \$3000 from McCreary, Veselka, Bragg, & Allen, PC pursuant to Tex. Gov't Code 81.032.
9. Discuss, consider and take appropriate action concerning the 2020 Family Eldercare contract.
10. Discuss, consider and take appropriate action on accepting Stop the Bleed and CPR training supplies from Capital Area Trauma Regional Advisory Council (CATRAC).
11. Discuss, consider and take appropriate action on approving Interlocal Agreements between Williamson County and the cities of Coupland, Granger, Taylor, Thrall and the Williamson County Emergency Services District #10 authorizing Cooperative Procurement between both entities and authorizing execution of the agreement.
12. Discuss, consider and take appropriate action on approving a Professional Services Agreement for Training and Traumatic Event Response for Williamson County Emergency Service Departments between Williamson County and Tania Glenn & Associates, PA;, in the not-to-exceed amount of \$25,000, exempting these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024.(a)(4) and authorizing the execution of the agreement.
13. Discuss, consider and take appropriate action on approving a 2013 Park Bond Budget Transfer to move \$26.40 to Expo Center RV Park (P464) from Blackland Heritage Phase I (P316).
14. Discuss, consider and take appropriate action on approving the price estimate between Defender Supply and Williamson County for two vehicles in the amount of \$102,960, pursuant to Tarrant County Cooperative #2019-014 and authorizing the purchase.
15. Discuss, consider and take appropriate action on authorizing a blanket purchase order for fuel for the Williamson County Sheriff's Office in the amount of \$550,000 to Fuelman per Omnia Contract #R161501 pricing.
16. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement regarding off duty contracting of County Sheriff Deputies with City National Bank (Security for ATM refills in Eastern Williamson County).
17. Discuss, consider and take appropriate action on appointing Laura Anderson to the Florence ESD #7 board to fill the vacancy of James Daniels. The term is to commence immediately and continue until December 31, 2020.
18. Discuss, consider and take appropriate action on approving purchase of Rubrik r6408s as well as support services from Freeit Data Solutions, in the amount of \$199,895.38 as per DIR contract #DIR-TSO-3944, funded by Capital Project P522, and authorizing execution of the quote.
19. Discuss, consider and take appropriate action on approving purchase for Adobe Sign Enterprise from SHI Government Solutions in the amount of \$59,907.00 as per BuyBoard Contract #579-19.

- 20.** Discuss, consider and take appropriate action on approving purchase for annual support and maintenance for Tyler Technologies' Odyssey Judicial and Jail Software in the amount of \$442,948.61 and exempting Tyler Technologies from the competitive bidding or proposal requirements as established by Section 262.024.(a)(7)(A) of the Texas Local Government Code, as the sole provider of same.
- 21.** Discuss, consider and take appropriate action on approving purchase of Drug Information Management System (DIMS) software from Datagain in the amount of \$1,800, and authorizing execution of the associated documents.
- 22.** Discuss, consider and take appropriate action on approving purchase for Informacast Advanced Notification Subscription from Freelt Data Solutions, in the amount of \$4,375 as per DIR-TSO-3944 and authorizing the execution of the agreement.
- 23.** Discuss, consider and take appropriate action on authorizing the purchase of Tyler Technologies Collections Online yearly maintenance in the amount of \$87,085 for the Williamson County Tax Office.
- 24.** Discuss, consider and take appropriate action on approving Fiscal Year 2020 Motorola Maintenance Service contracts USC000026317, USC000065474, USC000007033, USC000004587 USC000020867, USC000002959, in the total amount of \$1,126,350.45 as per HGAC Contract #RA05-18 and authorizing execution of the agreements.
- 25.** Discuss, consider and take appropriate action on approving the proposal between Knight Security Systems and Williamson County for Video Surveillance and Intrusion Detection Systems in the amount of \$58,313.90, pursuant to DIR Contract #DIR-TSO-3430 and authorizing execution of the proposal.
- 26.** Discuss, consider and take appropriate action on awarding RFP #2104 Irrigation Maintenance and Repair Services to the overall best respondent, America Irrigation Repair LLC.
- 27.** Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 1 under Williamson County Contract between Steger Bizzell Engineering, Inc. and Williamson County dated January 17, 2017 for Professional Engineering Design Services for Culverts.
- 28.** Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 2 under Williamson County Contract between Steger Bizzell Engineering, Inc. and Williamson County dated January 17, 2017 for On Call Professional Engineering Services.
- 29.** Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 4 under Williamson County Contract between Steger Bizzell Engineering, Inc. and Williamson County dated January 17, 2017 for Professional Engineering Design Services for Culverts.
- 30.** Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 1 under Williamson County Contract between Kleinfelder, Inc. and Williamson County dated February 23, 2017 for On Call Geotechnical Engineering and Materials Testing.
- 31.** Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 2 under Williamson County Contract between Kleinfelder, Inc. and Williamson County dated February 23, 2017 for On Call Geotechnical Engineering and Materials Testing.
- 32.** Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB 1806-238, in the amount of \$17,225.00 for the CR 129 Bridge at Brushy Creek.

33. Discuss, consider and take appropriate action on approving purchase of two (2) 2020 Ford F-350 w/Dumping Flat Bed in the total amount of \$73,830.60 and two (2) 2020 Ford F-350 w/Knapheide Service Body in the total amount of \$73,062.60 plus a one-time administrative fee of \$300 from Silsbee Ford, as per GoodBuy Contract #19-8F000.
34. Discuss, consider and take appropriate action on approval of the final plat for the CR 198 Manville Water Tank Site subdivision – Precinct 4.
35. Discuss, consider and take appropriate action on approval of the final plat for the Bailey Park Phase 1 subdivision – Precinct 3.
36. Discuss, consider and take appropriate action on approval of the final plat for Siena Section 31 subdivision – Precinct 4.

## **REGULAR AGENDA**

37. Discuss, consider, and take appropriate action on a proclamation designating October 2019 as Substance Abuse Prevention Month in Williamson County and signifying the week of October 24 -31 as Red Ribbon Week to encourage Resilient, Empowered, and Drug-free lives. #iLiveRED
38. Discuss, consider and take appropriate action concerning the Commissioners Court holiday schedule for December.
39. 10:00 a.m. Hold public hearing pursuant to Tex. Transp. Code § 251.152 regarding proposed street name change in Pct. 3 for a portion of CR 176 to Parkside Pkwy.
40. Discuss, consider and take any appropriate action pursuant to Tex. Transp. Code § 251.152 regarding proposed street name change in Pct. 3 for for a portion of CR 176 to Parkside Pkwy.
41. Discuss, consider and take appropriate action to authorize the Williamson County Sheriff's Office to accept funding for the Cold Case Task Force and Coalition Project through the Criminal Justice Division Criminal Justice Program grant and create one grant-funded, part-time Crime Analyst position.
42. Discuss, consider and take appropriate action on Work Authorization #2 in the amount of \$250,000.00 to expire on April 30, 2021 under Williamson County Contract for Architectural and Engineering Services between Steinbomer & Associates, Architects, Inc. and Williamson County dated January 30, 2019 for the various Justice Center Renovations described in the attached.
43. Receive updates on the Department of Infrastructure projects and issues.
44. Receive and acknowledge the October 2019 Construction Summary Report and PowerPoint Presentation for the Road Bond Program.
45. Discuss, consider and take appropriate action on a Contract Amendment No. 5 to the Forest North Drainage contract between Williamson County and K Friese & Associates, Inc. relating to the 2013 Road Bond Program. Project: P225. Funding Source: Road Bonds.
46. Discuss, consider and take appropriate action on an Agreement with the City of Round Rock, Texas and Williamson County regarding improvements to Sewer Line along Hairy Man Rd.

## EXECUTIVE SESSION

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

47. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
- A. Real Estate Owned by Third Parties  
Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties
- a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
  - b) Discuss the acquisition of real property for CR 176 at RM 2243
  - c) Discuss the acquisition of real property: CR 101
  - d) Discuss the acquisition of real property: CR 200
  - e) Discuss the acquisition of real property for County Facilities.
  - f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
  - g) Discuss the acquisition of real property for SH 29 @ DB Wood.
  - h) Discuss the acquisition of real property for Hairy Man Rd.
  - i) Discuss the acquisition of real property for N. Mays.
  - j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
  - k) Discuss the acquisition of real property for CR 111.
  - l) Discuss the acquisition of real property for Corridor H
  - m) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
  - n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
  - o) Discuss the acquisition of right-of-way for Corridor C.
  - p) Discuss the acquisition of right-of-way for Corridor F.
  - q) Discuss the acquisition of right-of-way for Corridor D.
  - r) Discuss the acquisition of right-of-way for Southeast Corridor.
  - s) Discuss the acquisition of right-of-way for Reagan extension.
  - t) Discuss the acquisition of property near the County landfill.
  - u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
- 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 sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
  - c) Potential governmental uses for 8th Street downtown parking lot
  - d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
  - e) Discuss property usage at Longhorn Junction
  - f) Discuss sale of excess 183A right of way to abutting property owner.
  - g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
  - h) Discuss Blue Springs Boulevard
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
- D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
- E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

48. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
- a) Business prospect(s) that may locate or expand within Williamson County.
  - b) Wolf Lakes
  - c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
  - d) Project Deliver
  - e) Project Advantage
  - f) Project Cedar
  - g) Project Expansion
  - h) Project Arcos
  - i) Project Woods
49. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
  - b) Status Update-Pending Cases or Claims;
  - c) Employee/personnel related matters
  - d) 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.
  - e) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
  - f) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
  - g) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
  - h) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
  - i) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
  - j) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
  - k) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
  - l) Valerie Adams - EEOC Charge No. 450-2018-03807
  - m) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
  - n) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
  - o) BANGL Pipeline Project
  - p) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
  - q) Property damage claim of Anthony Garcia and Victoria Garcia (Sunset Meadows Subdivision).
  - r) Case No. 1:19-cv-01607; Center for Biological Diversity v. David Bernhardt et al.; In the United States District Court for the District of Columbia.
  - s) Anthony "Tony" Carter - EEOC Charge.
  - t) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas.
  - u) Claim of Jaivonte Roberts.
  - v) Tropea Damage Claim.
  - w) Civil Action No. 1:19-CV-938-RP; Earl Langham, Jr. vs. Alma Fuentes et al.; In the United States District Court for the Western District of Texas, Austin Division.

50. 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).

REGULAR AGENDA (continued)

51. Discuss and take appropriate action concerning economic development.
52. Discuss and take appropriate action concerning real estate.
53. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
  - b) Status Update-Pending Cases or Claims;
  - c) Employee/personnel related matters
  - d) 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.
  - e) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
  - f) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
  - g) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
  - h) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
  - i) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
  - j) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
  - k) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
  - l) Valerie Adams - EEOC Charge No. 450-2018-03807
  - m) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
  - n) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
  - o) BANGL Pipeline Project
  - p) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
  - q) Property damage claim of Anthony Garcia and Victoria Garcia (Sunset Meadows Subdivision).
  - r) Case No. 1:19-cv-01607; Center for Biological Diversity v. David Bernhardt et al.; In the United States District Court for the District of Columbia.
  - s) Anthony "Tony" Carter - EEOC Charge.
  - t) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas.
  - u) Claim of Jaivonte Roberts.
  - v) Tropea Damage Claim.
  - w) Civil Action No. 1:19-CV-938-RP; Earl Langham, Jr. vs. Alma Fuentes et al.; In the United States District Court for the Western District of Texas, Austin Division.

54. 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.
  
55. Comments from Commissioners.

---

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 11th day of October, 2019 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Commissioners Court - Regular Session**

4.

**Meeting Date:** 10/15/2019

Line Item Transfer

**Submitted By:** Ashlie Koenig, Budget Office

**Department:** Budget Office

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

In the FY 20 budget, contingency monies were set aside to increase the salary of the new Pre-Trial Director position, if needed. \$7,687.67 is being requested to be moved into the full-time salary line to accomplish this.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100-0591-004998	PreTrial/Contingencies	\$9,392.80
To	0100-0591-001100	PreTrial/FT Salary	\$7,687.67
To	0100-0591-002010	PreTrial/FICA	\$588.11
To	0100-0591-002020	PreTrial/Retirement	\$1,117.02

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 10/10/2019

**Reviewed By**

Andrea Schiele

**Date**

10/10/2019 10:29 AM

Started On: 10/10/2019 10:23 AM

**Commissioners Court - Regular Session**

**5.**

**Meeting Date:** 10/15/2019

Assets for Auction 10.15.19

**Submitted For:** Randy Barker

**Submitted By:** Randy Barker, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of county equipment assets through Auction including three (3) Stryker Power Pro 6500 Stretchers, pursuant to Tx. Local Gov't Code 263.152.

**Background**

Please see attached list for details.

---

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
----------------	-----------------	--------------------	---------------

**Attachments**

[EMS Assets for Auction](#)

---

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Randy Barker  
Final Approval Date: 10/09/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

10/09/2019 11:42 AM  
10/09/2019 01:15 PM  
Started On: 10/07/2019 12:46 PM

# Asset Status Change

Title:	i:0#.f membership kbecker@wilco.org - 03-10-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Capital Asset (greater than \$5000)
1. Quantity (Mandatory):	1
1. Description:	STRYKER POWER PRO STRETCHER 6500
1. Manufacturer ID #:	SERIAL # 101239589
1. Oracle Asset #:	55717
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	STRYKER POWER PRO STRETCHER 6500
2. Manufacturer ID #:	SERIAL # 101239590
2. Oracle Asset #:	55719
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	STRYKER POWER PRO STRETCHER 6500
3. Manufacturer ID #:	SERIAL # 111139764
3. Oracle Asset #:	57290
3. Condition of Assets:	Working
Transferor Department:	Emergency Medical Services
Transferor Contact Person:	Kirk Becker
Transferor Contact Phone Number:	512-430-0991
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Mike Knipstein 10/4/2019 7:11 AM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	10/15/2019
Agenda Item:	22975

**Commissioners Court - Regular Session**

**6.**

**Meeting Date:** 10/15/2019

Compensation Items

**Submitted By:** Sharon Graham, Human Resources

**Department:** Human Resources

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

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

**Background**

See attached documentation for details.

---

**Fiscal Impact**

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

**Attachments**

[Merit LIT](#)

[Merit Report](#)

---

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Sharon Graham

Final Approval Date: 10/10/2019

**Reviewed By**

Andrea Schiele

**Date**

10/10/2019 11:03 AM

Started On: 10/10/2019 10:58 AM

entity	fund	dept	object	(TO)	(FROM)	
				dr	cr	
	01	0100	0495	001100	1999.92	
	01	0100	0495	001130		1999.92
	01	0100	0451	001100	1411.07	
	01	0100	0451	001130		1411.07

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	One Time Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
Justice of the Peace 1	Ct Clk 3 JP 1.0977.001100.	4098	\$47,035.87	n/a	3.00	\$47,035.87	\$1,411.07	MERIT	4-Oct-19
County Auditor	Internal Aud I.0642.001100.	15093	\$50,000.08	\$1,999.92	4.00	\$52,000.00		MERIT	18-Oct-19

**Commissioners Court - Regular Session**

7.

**Meeting Date:** 10/15/2019

Justice of the Peace 4 September 2019 Monthly Report

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

**Department:** J.P. Pct. #4

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, September 2019 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

**Background**

---

**Fiscal Impact**

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

**Attachments**

JP4 EOM SEPT 2019

---

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Veronica Bolander

Final Approval Date: 10/10/2019

**Reviewed By**

Andrea Schiele

**Date**

10/10/2019 12:01 PM

Started On: 10/10/2019 11:51 AM

**IN COMPLIANCE WITH ARTICLE 103  
CODE OF CRIMINAL PROCEDURE**

**THE STATE OF TEXAS  
COUNTY OF WILLIAMSON**

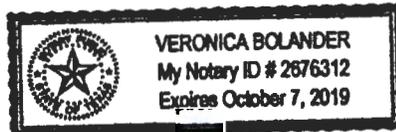
Before me, the undersigned authority, on this day personally appeared Stacy Hackenberg, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of September 2019.

*Stacy Hackenberg*

**STACY HACKENBERG  
JUSTICE OF THE PEACE  
PRECINCT FOUR**



On this 7th day of October 2019, to certify which witness my hand and seal of office.



*Veronica Bolander*

**NOTARY PUBLIC in and for the State of Texas**

211 W. 6th St.  
P.O. Box 588  
Taylor, Texas 76574

Payment Register: Summary Section  
Williamson County Justice of the Peace, Pct. 4  
By Date 09/01/2019-09/30/2019

Date Printed: 10/5/2019  
Time Printed: 4:15:26PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMENT	3	15.00	15.00	0.00	10.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
COPIES	COPIES	4	20.00	20.00	5.25	0.00	0.00	0.00	14.75	0.00	0.00	0.00	0100-0000-341804
EVICTON	EVICTON FILING FEE	63	1,475.00	1,475.00	75.00	1,075.00	25.00	0.00	300.00	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	224	1,296.00	1,296.00	36.00	1,158.00	6.00	0.00	96.00	0.00	0.00	0.00	0399-0000-208822
SERVE 4	CONSTABLE PRECINCT 4 SER	86	5,740.00	5,740.00	490.00	3,990.00	70.00	0.00	1,190.00	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	4	100.00	100.00	25.00	25.00	0.00	0.00	50.00	0.00	0.00	0.00	0100-0000-341804
WRIT EXEC	WRIT OF EXECUTION	1	5.00	5.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	19	90.00	90.00	10.15	50.00	4.85	0.00	25.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	20	2,850.00	2,850.00	304.85	1,650.00	145.15	0.00	750.00	0.00	0.00	0.00	0100-0000-341904

\*\*\* The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column\*\*\*

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
CERTCOPIE	CERTIFIED COPIES	13	26.00	26.00	8.00	0.00	0.00	0.00	18.00	0.00	0.00	0.00	0100-0000-341804
DEBTCLAIM	DEBTCLAIM	153	3,725.00	3,725.00	0.00	3,725.00	0.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
EF	E-FILING STATE FEE	224	2,160.00	2,160.00	60.00	1,930.00	10.00	0.00	160.00	0.00	0.00	0.00	01-0399-0000-20802
JCPTF	JUDICIAL COURT PERSON	224	1,080.00	1,080.00	30.00	965.00	5.00	0.00	80.00	0.00	0.00	0.00	01-0399-0000-20835
OCC LICENSE	OCCUPATIONAL LICENSE	4	100.00	100.00	50.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	0100.0000.341804
OVER	OVER PAYMENT OF FINE	1	24.00	24.00	0.00	24.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-209700
TRUANCY C	TRUANCY CONTEMPT FI	3	100.00	100.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-351304
WRIT GARN	WRIT OF GARNISHMENT	4	20.00	20.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804

TOTALS SUMMARY		1050	18,826.00	18,826.00	1,194.25	14,627.00	266.00	0.00	2,738.75	\$0.00	0.00	0.00
Direct Deposit	\$0.00								HB2398		\$0.00	
Cash	\$1,194.25								CSR Credit		\$0.00	
Checks	\$14,627.00								Jail Credit		\$0.00	Post for Refund \$0.00
Money Orders	\$266.00								Non-Monetary		\$0.00	Over Payments \$0.00
Credit Cards :	\$2,738.75				Escrow Payments \$0.00	Transaction Fee \$0.00						
<b>TOTAL CURRENCY</b>	<b>\$18,826.00</b>				<b>ESCROW PAID \$0.00</b>	<b>TRAN. FEES \$0.00</b>			<b>TOTAL \$0.00</b>		<b>\$0.00</b>	<b>TOTAL PAID \$0.00</b>

211 W. 6th St.  
P.O. Box 588  
Taylor, Texas 76574

Payment Register: GL Code Recap  
Williamson County Justice of the Peace, Pct. 4  
By Date 09/01/2019-09/30/2019

Date Printed: 10/5/2019  
Time Printed: 4:15:26PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-209700		24.00	0.00	0.00	0.00	0.00	24.00
0100-0000-341804		1,338.25	412.75	0.00	0.00	0.00	1,751.00
0100-0000-341904		6,650.00	1,940.00	0.00	0.00	0.00	8,590.00
0100-0000-351304		100.00	0.00	0.00	0.00	0.00	100.00
0100.0000.341804		3,775.00	50.00	0.00	0.00	0.00	3,825.00
0399-0000-208822		1,200.00	96.00	0.00	0.00	0.00	1,296.00
01-0399-0000-208022	E-FILING STATE FEE FOR CIVIL	2,000.00	160.00	0.00	0.00	0.00	2,160.00
01-0399-0000-208354	JUDICIAL COURT PERSONNEL TRAI	1,000.00	80.00	0.00	0.00	0.00	1,080.00
<b>TOTALS :</b>		<b>16,087.25</b>	<b>2,738.75</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>18,826.00</b>

211 W. 6th St.  
P.O. Box 588  
Taylor, Texas 76574

Payment Register: Summary Section  
Williamson County Justice of the Peace, Pct. 4  
By Date 09/01/2019-09/30/2019

Date Printed: 10/7/2019  
Time Printed: 10:37:57AM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
AFC3	CONTABLE ARREST FEE PCT.	1	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0100-0000-341913
AFC4	CONTABLE ARREST FEE PCT.	10	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0100-0000-341914
AFCAF	COUNTY ARREST FEE	284	1,330.87	117.92	15.49	0.00	15.10	0.00	87.33	5.00	0.00	1,207.95	0100-0000-341804
AFDPS	DPS ARREST FEE	328	1,415.81	292.16	69.58	0.00	34.85	0.00	187.73	35.00	15.00	1,073.65	0399-0000-208400
AFPSWA	PARKS & WILDLIFE ARREST	25	114.46	44.46	0.00	0.00	5.41	0.00	39.05	0.00	0.00	70.00	0399-0000-208400
CAF	COUNTY ARREST FEE	60	257.27	87.27	20.27	0.00	1.25	0.00	65.75	0.00	0.00	170.00	0100-0000-341804
CJP	CRIMINAL JUSTICE PLANNIN	11	55.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	55.00	0399-0000-208100
CR	CR	1	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0399-0000-208150
CS	CHILD SAFETY	65	1,175.58	24.51	20.00	0.00	0.00	0.00	4.51	0.00	0.00	1,151.07	0100-0000-341804
CVC	CRIME VICTIMS FUND	181	2,728.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,728.25	0399-0000-208300
DIS	DISMISSAL FEE	13	110.00	110.00	30.00	0.00	0.00	0.00	80.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	124	15,990.19	1,766.94	20.56	0.00	413.98	0.00	1,332.40	0.00	0.00	14,223.25	01.0100.0000.20701
DPS	DPS ARREST FEE	5	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	0399-0000-208400
DSC	DEFENSIVE DRIVING	33	279.74	249.94	82.04	0.00	46.93	0.00	120.97	0.00	0.00	29.80	0100-0000-341804
FINE	FINE	1331	332,703.18	16,164.58	4,142.53	0.00	1,347.17	0.00	10,674.88	3,644.90	1,101.00	311,792.70	0100-0000-351304
GR	GENERAL REVENUE	11	27.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27.50	0399-0000-208250
JCPT	JUDICIAL COURT PERSONNE	125	247.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	247.10	0399-0000-208500
PWA	PARKS & WILDLIFE ARREST	2	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0399-0000-208400
PWF	PARKS AND WILDLIFE FINE	27	4,886.25	981.25	0.00	0.00	0.00	0.00	981.25	0.00	0.00	3,905.00	0100-0000-209600
TFC	TRAFFIC	362	956.46	201.91	32.10	0.00	22.41	0.00	147.40	9.00	9.00	736.55	0100-0000-341804

\*\*\* The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column\*\*\*

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMEN	3	4.80	4.80	0.00	0.00	4.80	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
AFABC	TABC ARREST FEE	1	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0399-0000-208400
AFC4.	CONTABLE ARREST FEE I	27	118.04	24.05	5.00	0.00	0.00	0.00	19.05	0.00	0.00	93.99	0100-0000-341914
AFGPD	GRANGER POLICE DEPAF	1	4.15	4.15	0.00	0.00	0.00	0.00	4.15	0.00	0.00	0.00	0100-0000-341804
AFHPD	HUTTO POLICE DEPARTM	2	10.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	5.00	0100-0000-341804
AFTHD	THRALL POLICE DEPART	3	15.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	10.00	0100-0000-341804
AFTPD	TAYLOR POLICE DEPART	1	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0100-0000-341804
AWF	AUSTIN POLICE DEPART	2	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0100-0000-341804
BPDWF	BARTLETT POLICE DEPAI	1	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0100-0000-341804
C1W.	CONSTABLE 1 WARRANT	87	4,009.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,009.32	0100-0000-341911
C2W.	CONSTABLE WARRANT F	3	150.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	0100-0000-341912
C3W	CONSTABLE 3 WARRANT	3	150.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	0100-0000-341913
C3W.	CONSTABLE 3 WARRANT	21	942.38	28.52	0.00	0.00	14.52	0.00	14.00	0.00	0.00	913.86	0100-0000-341913
C4W	CONSTABLE 4 WARRANT	23	1,090.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,090.45	0100-0000-341914
C4W.	CONSTABLE 4 WARRANT	562	25,955.63	984.31	165.15	0.00	191.36	0.00	627.80	150.00	400.00	24,421.32	0100-0000-341914
CCC	CONSOLIDATED COURT C	966	30,730.74	4,752.20	933.37	0.00	452.05	0.00	3,366.78	360.00	260.00	25,358.54	0399-0000-208160
CHS	COURTHOUSE SECURITY	964	2,592.86	356.46	69.98	0.00	33.96	0.00	252.52	27.00	15.00	2,194.40	0360-0000-341150
CHS2	COURTHOUSE SECURITY	31	31.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31.00	0361-0000-341154
CHS2A	COURTHOUSE SECURITY	680	586.58	118.56	23.33	0.00	11.32	0.00	83.91	9.00	5.00	454.02	0361-0000-341154
CMI	CORRECTIONAL MANAG	50	24.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.78	0399-0000-208730
COM	COMMITMENT	205	957.16	10.43	0.25	0.00	6.48	0.00	3.70	45.00	0.00	901.73	0100-0000-341804
CP4	CP4	1	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0100-0000-341914
CSS	SAFETY SEAT SYSTEMS I	2	0.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.30	0399-0000-208721
CW4	CW4	6	210.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	210.00	0100-0000-341914
CWF	WILLIAMSON COUNTY W	642	31,192.09	28.58	0.00	0.00	0.00	0.00	28.58	150.00	0.00	31,013.51	0100-0000-341804
FA	FUGITIVE APPREHENSIO	170	847.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	847.75	0399-0000-208170
FNLC	FINE-LOCAL PORTION	3	300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	0100-0000-351304
FNTC	FINE-TRAUMA CENTER	3	299.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	299.00	0399-0000-208720
GWF	GRANGER POLICE DEPAF	2	100.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0100-0000-341804
HISDPD	HUTTO ISD POLICE DEPT	3	3.44	1.68	1.04	0.00	0.00	0.00	0.64	0.00	0.00	1.76	0100-0000-341804
HWF	HUTTO POLICE DEPARTM	14	650.10	50.10	0.00	0.00	0.00	0.00	50.10	50.00	0.00	550.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	636	1,089.15	237.11	46.66	0.00	22.65	0.00	167.80	18.00	10.00	824.04	0399.0000.208703
JCD	JUVENILE CRIME & DELI	170	54.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	54.78	0399-0000-208180
JCM	JUVENILE CASE MANAG	446	1,815.35	592.75	116.63	0.00	56.61	0.00	419.51	45.00	25.00	1,152.60	0103690000370000
JCP	JUDICIAL COURT PERSON	56	56.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	56.00	0399-0000-208500
JCTF	JUSTICE COURT TECHNO	845	2,982.00	475.24	93.31	0.00	45.29	0.00	336.64	36.00	20.00	2,450.76	0372-0000-341144
JRF	STATE JURY REIMBURSE	712	2,474.35	474.19	93.31	0.00	45.29	0.00	335.59	36.00	20.00	1,944.16	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	711	3,559.51	711.30	139.97	0.00	67.93	0.00	503.40	54.00	30.00	2,764.21	0399-0000-208352
LEO	LEO	11	38.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	38.50	0399-0000-208200
LHWF	LIBERTY HILL POLICE DE	6	300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	0100-0000-341804

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
MV	STATE CIVIL JUSTICE DA	275	23.33	8.16	1.84	0.00	0.72	0.00	5.60	0.40	0.30	14.47	0399-0000-208415
OCL	OPERATORS & CHAUFFEI	4	300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	0399-0000-208600
OGW	OVER GROSS WEIGHT	8	1,742.27	700.00	0.00	0.00	350.00	0.00	350.00	0.00	0.00	1,042.27	0399-0000-208850
OVER	OVER PAYMENT OF FINE	1	20.00	20.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0100-0000-209700
PWW	PARKS & WILDLIFE WAR	1	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0399-0000-208400
REL	RELEASE	205	957.16	10.43	0.25	0.00	6.48	0.00	3.70	45.00	0.00	901.73	0100-0000-341804
RRWF	ROUND ROCK POLICE DE	13	635.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	535.00	0100-0000-341804
SJRF	STATE JURY REIMBURSE	14	48.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	48.00	0399-0000-208235
SPF	SPECIAL PROCESSING FE	5	372.38	122.38	0.00	0.00	0.00	0.00	122.38	0.00	0.00	250.00	0100-0000-341804
STF	STATE TRAFFIC FEE	317	8,474.67	2,259.06	361.07	0.00	259.44	0.00	1,638.55	90.00	90.00	6,035.61	0399-0000-208425
SUB	SUBPOENA FEE	42	205.51	0.00	0.00	0.00	0.00	0.00	0.00	15.00	0.00	190.51	0100-0000-341914
SUM	SUMMONS FEE	175	787.45	59.71	50.35	0.00	5.00	0.00	4.36	0.00	10.00	717.74	0100-0000-341914
THWF	THRALL POLICE DEPART	4	200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	0100-0000-341804
TP	TIME PAYMENT	923	21,729.34	253.80	22.07	0.00	39.07	0.00	192.66	25.00	150.00	21,300.54	0399-0000-208860
TP-CO	TIME PAYMENT COUNTY	40	53.62	46.12	13.36	0.00	2.78	0.00	29.98	0.00	0.00	7.50	01-0100-000-342860
TPDF	TRUANCY PREVENTION	309	484.85	234.71	46.66	0.00	22.65	0.00	165.40	16.00	4.00	230.14	01-0399-0000-20803
TP-ST	TIME PAYMENT STATE	40	268.14	230.64	66.76	0.00	13.96	0.00	149.92	0.00	0.00	37.50	0399-0000-208860
TWF	TAYLOR POLICE DEPART	9	350.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	300.00	0100-0000-341804

<b>TOTALS SUMMARY</b>	13459	40,129.98	32,850.38	6,682.93	0.00	3,559.46	0.00	22,607.99	\$5,115.30	2,164.30	472,454.61
-----------------------	-------	-----------	-----------	----------	------	----------	------	-----------	------------	----------	------------

<b>Direct Deposit</b>	\$0.00							<b>HB2398</b>	\$0.00		
<b>Cash</b>	\$6,682.93							<b>CSR Credit</b>	\$2,164.30		
<b>Checks</b>	\$0.00							<b>Jail Credit</b>	\$5,115.30		<b>Post for Refund</b> \$0.00
<b>Money Orders</b>	\$3,559.46							<b>Non-Monetary</b>	\$472,454.61		<b>Over Payments</b> \$0.00
<b>Credit Cards :</b>	\$22,607.99	<b>Escrow Payments</b>	\$0.00	<b>Transaction Fee</b>	\$0.00						
<b>TOTAL CURRENCY</b>	<b>\$32,850.38</b>	<b>ESCROW PAID</b>	<b>\$0.00</b>	<b>TRAN. FEES</b>	<b>\$0.00</b>	<b>TOTAL</b>	<b>\$479,734.21</b>	<b>TOTAL PAID</b>	<b>\$0.00</b>		

211 W. 6th St.  
P.O. Box 588  
Taylor, Texas 76574

Payment Register: GL Code Recap  
Williamson County Justice of the Peace, Pct. 4  
By Date 09/01/2019-09/30/2019

Date Printed: 10/7/2019  
Time Printed: 10:37:57AM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-209600		0.00	981.25	3,905.00	0.00	0.00	4,886.25
0100-0000-209700		20.00	0.00	0.00	0.00	0.00	20.00
0100-0000-341804		304.89	729.21	38,982.10	0.00	0.00	40,016.20
0100-0000-341904		0.00	0.00	226.27	0.00	0.00	226.27
0100-0000-341911		0.00	0.00	4,009.32	0.00	0.00	4,009.32
0100-0000-341912		0.00	0.00	150.00	0.00	0.00	150.00
0100-0000-341913		14.52	14.00	1,068.86	0.00	0.00	1,097.38
0100-0000-341914		416.86	651.21	27,127.74	0.00	0.00	28,195.81
0100-0000-351304		5,489.70	10,674.88	316,838.60	0.00	0.00	333,003.18
0360-0000-341150		103.94	252.52	2,236.40	0.00	0.00	2,592.86
0361-0000-341154		34.65	83.91	499.02	0.00	0.00	617.58
0372-0000-341144		138.60	336.64	2,506.76	0.00	0.00	2,982.00
0399-0000-208100		0.00	0.00	55.00	0.00	0.00	55.00
0399-0000-208150		0.00	0.00	5.00	0.00	0.00	5.00
0399-0000-208160		1,385.42	3,366.78	25,978.54	0.00	0.00	30,730.74
0399-0000-208170		0.00	0.00	847.75	0.00	0.00	847.75
0399-0000-208180		0.00	0.00	54.78	0.00	0.00	54.78
0399-0000-208200		0.00	0.00	38.50	0.00	0.00	38.50
0399-0000-208235		138.60	335.59	2,048.16	0.00	0.00	2,522.35
0399-0000-208250		0.00	0.00	27.50	0.00	0.00	27.50
0399-0000-208300		0.00	0.00	2,728.25	0.00	0.00	2,728.25
0399-0000-208352		207.90	503.40	2,848.21	0.00	0.00	3,559.51
0399-0000-208400		109.84	226.78	1,283.65	0.00	0.00	1,620.27
0399-0000-208425	STATE TRAFFIC FEE	431.81	1,227.25	6,165.61	0.00	0.00	7,824.67
0399-0000-208500		0.00	0.00	303.10	0.00	0.00	303.10
0399-0000-208600		0.00	0.00	300.00	0.00	0.00	300.00
0399-0000-208720		0.00	0.00	299.00	0.00	0.00	299.00
0399-0000-208730		0.00	0.00	24.78	0.00	0.00	24.78
0399-0000-208850		350.00	350.00	1,042.27	0.00	0.00	1,742.27
0399-0000-208860		141.86	342.58	21,513.04	0.00	0.00	21,997.48
0399.0000.208703		69.31	167.80	852.04	0.00	0.00	1,089.15
0399-0000-208721		0.00	0.00	0.30	0.00	0.00	0.30
0399-0000-208415		2.56	5.60	15.17	0.00	0.00	23.33
01.0100.0000.207017	DLQ FEE	434.54	1,332.40	14,223.25	0.00	0.00	15,990.19
0103690000370000	JUVENILE CASE MANAGER FUND	173.24	419.51	1,222.60	0.00	0.00	1,815.35
01-0399-0000-208034	TRUANCY PREVENTION AND DIVEI	69.31	165.40	250.14	0.00	0.00	484.85
01-0100-000-342860	TIME PAYMENT COUNTY	16.14	29.98	7.50	0.00	0.00	53.62
0399-0000-208426	STATE TRAFFIC FINE DUE TO STATE	188.70	411.30	50.00	0.00	0.00	650.00

<b>TOTALS :</b>	10,242.39	22,607.99	479,734.21	0.00	0.00	512,584.59
-----------------	-----------	-----------	------------	------	------	------------

**Commissioners Court - Regular Session**

**8.**

**Meeting Date:** 10/15/2019

Acceptance of Donation

**Submitted For:** Evelyn McLean

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

**Department:** J.P. Pct. #3

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action regarding acceptance of donation in the amount of \$3000 from McCreary, Veselka, Bragg, & Allen, PC pursuant to Tex. Gov't Code 81.032.

**Background**

Funds will be used to assist in the training and development of our JP3 Teen Court Program, which includes, but is not limited to, the following: Incentives and rewards for participants who successfully complete Teen Court. Incentives and rewards for volunteers who participate with Teen Court. Scholarships for volunteers with Teen Court. Sponsored functions and activities for the Teen Court participants to include trainings and ceremonies/banquets before, during and after the Teen Court school calendar year. Travel and training related costs for Teen Court Team Members. Any other related expenses to support the Teen Court Program not specifically covered.

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Cherie Vasquez  
Final Approval Date: 10/08/2019

**Reviewed By**

Andrea Schiele

**Date**

10/08/2019 11:10 AM  
Started On: 10/08/2019 10:16 AM

**Commissioners Court - Regular Session**

**9.**

**Meeting Date:** 10/15/2019

Family Eldercare Contract

**Submitted By:** Sharrion Threadgill, County Court At Law #4

**Department:** County Court At Law #4

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action concerning the 2020 Family Eldercare contract.

**Background**

**Fiscal Impact**

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

**Attachments**

Family Eldercare Contract

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Sharrion Threadgill

Final Approval Date: 10/08/2019

**Reviewed By**

Andrea Schiele

**Date**

10/08/2019 09:07 AM

Started On: 10/07/2019 02:17 PM

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

---

---

**CONTRACT  
IN THE PUBLIC INTEREST  
BETWEEN  
WILLIAMSON COUNTY, TEXAS  
AND  
FAMILY ELDERCARE  
(FY 2020)  
(Probate Court Operations- County Court at Law #4)**

---

---

**THIS CONTRACT** is entered into by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, hereinafter referred to as ("WILLIAMSON COUNTY"), and FAMILY ELDERCARE, hereinafter referred to as ("FAMILY ELDERCARE").

**WITNESSETH**

**WHEREAS,** WILLIAMSON COUNTY has an interest in supporting guardianships for individuals who are unable to care for themselves and have no family or friends to serve as guardian;

**WHEREAS,** FAMILY ELDERCARE has an interest in supporting the provision of community and county-wide eldercare support services;

**WHEREAS,** WILLIAMSON COUNTY believes that it is in the public interest to enter into this CONTRACT with FAMILY ELDERCARE;

**NOW, THEREFORE, THE PARTIES agree as follows:**

**1. Public Purpose and Public Benefit.** FAMILY ELDERCARE will operate as an independent contractor in Williamson County, Texas. FAMILY ELDERCARE shall use the funding paid hereunder to perform the services and achieve the broad goals outlined in this CONTRACT, *which must be based on referrals from Williamson County*

through the Presiding Judge of the County Court at Law #4. The services include, but are not limited to the following items in order to complete the project:

- **As described in the Proposal from Family Eldercare, set forth in the attached Exhibit "A" and dated September 13, 2019, which is incorporated herein as if copied in full; and**
- **In addition to the services described in Exhibit "A," Family Eldercare also will provide financial management services for individuals whom the Presiding Judge of the County Court at Law #4 determines are in need of assistance but not in need of guardianship services, up to a total of 30 guardianship and financial management clients.**

**2. Reports/Payment.** FAMILY ELDERCARE shall provide to WILLIAMSON COUNTY quarterly and annual financial reports in a form agreed upon by WILLIAMSON COUNTY, and FAMILY ELDERCARE shall cooperate with annual inspections and audits that WILLIAMSON COUNTY or the auditor on behalf of WILLIAMSON COUNTY may make to ensure service standards and fiscal responsibility.

In return, WILLIAMSON COUNTY agrees to pay from funding provided by WILLIAMSON COUNTY to FAMILY ELDERCARE the full yearly amount of **\$90,000 payable in monthly installments of \$7,500 after October 1, 2019 and prior to the end of FY 2020 or September 30, 2020.**

**3. Reimbursement of Funds.** Despite the agreed upon method of payment set forth above, FAMILY ELDERCARE agrees to return to WILLIAMSON COUNTY all funds distributed to FAMILY ELDERCARE if (a.) FAMILY ELDERCARE's use of the funds for intended purposes is insufficient; (b.) this CONTRACT is terminated for any reason; (c.) FAMILY ELDERCARE fails in any other respect under this CONTRACT; (d.) FAMILY ELDERCARE changes its operations in such a way that, in WILLIAMSON COUNTY's opinion, the FAMILY ELDERCARE no longer serves a public purpose; or (e) FAMILY ELDERCARE conveys, leases or otherwise transfers its interest in the its operations to another entity without the prior written consent of WILLIAMSON COUNTY, which such consent shall not be unreasonably withheld provided the successor entity continues to use a public purpose consistent with the spirit of this CONTRACT. The reimbursement of funds shall be prorated based on those portions that were reasonably used for intended purposes.

**4. Records.** FAMILY ELDERCARE shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this CONTRACT. FAMILY ELDERCARE agrees that WILLIAMSON COUNTY'S auditors shall have the right to audit such FAMILY ELDERCARE records on an annual basis along with their regular review of records in a manner and form to be agreed upon by WILLIAMSON COUNTY and FAMILY ELDERCARE. FAMILY ELDERCARE further agrees that WILLIAMSON COUNTY or its duly authorized representatives shall, until the

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

**5. Independent Contractor/Indemnity.** It is understood and agreed that FAMILY ELDERCARE is not and shall not in any sense be considered an employee, partner or joint venturer with WILLIAMSON COUNTY, additionally neither shall FAMILY ELDERCARE be considered or in any manner hold itself out as an agent or official representative of WILLIAMSON COUNTY. FAMILY ELDERCARE shall be considered an independent contractor for purposes of this CONTRACT and shall in no manner incur any expenses or liability on behalf of WILLIAMSON COUNTY.

**FAMILY ELDERCARE FURTHER AGREES TO HOLD WILLIAMSON COUNTY HARMLESS FOR ANY AND ALL CLAIMS BY THIRD PARTIES FOR ANY INJURIES, DAMAGES, OR LIABILITY OF ANY KIND ARISING UNDER THIS CONTRACT OR OCCASIONED BY FAMILY ELDERCARE.**

**6. Compliance With All Laws.** FAMILY ELDERCARE and WILLIAMSON COUNTY each agree, in connection with the services or any related items to the subject matter of this CONTRACT, to comply with any and all local, state or federal requirements.

**7. Notice.** Any notice required to be given under the terms of this CONTRACT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

**WILLIAMSON COUNTY:**  
WILLIAMSON COUNTY JUDGE  
710 MAIN STREET, SUITE 101  
GEORGETOWN, TEXAS 78626

**FAMILY ELDERCARE:**  
FAMILY ELDERCARE  
ATTN: Kent Herring  
1700 RUTHERFORD LANE  
AUSTIN, TEXAS 78754

**GENERAL COUNSEL:**  
GENERAL COUNSEL  
OFFICE OF WILLIAMSON COUNTY JUDGE  
710 MAIN STREET, SUITE 200  
GEORGETOWN, TEXAS 78626

**8. No Assignment.** This CONTRACT may not be assigned.

**9. Termination.** Notwithstanding the agreed upon term, this CONTRACT may be terminated upon the occurrence of any of the following:

- a. the termination of the corporate or business existence of FAMILY ELDERCARE;
- b. the insolvency of FAMILY ELDERCARE, the filing of a petition in bankruptcy either by or against FAMILY ELDERCARE, or an assignment by FAMILY ELDERCARE for the benefit of creditors;
- c. the breach by FAMILY ELDERCARE of any of the terms of this CONTRACT and the continuation of such breach for a period of ten (10) days after written notice is given by WILLIAMSON COUNTY to FAMILY ELDERCARE of such breach.
- d. upon WILLIAMSON COUNTY's sole discretion with or without cause by providing thirty (30) days written notice.

**10. Term.** The stated term of this CONTRACT shall be from **October 1, 2019** until **September 30, 2020**, but with on-going contractual obligations relating to audits and record keeping by FAMILY ELDERCARE extending beyond the termination date (and the payment of funds by WILLIAMSON COUNTY).

**11. Employees.** The parties covenant and agree that each party will pay its own salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to its own employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. The Parties shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its own employees.

**12. Venue & Applicable Law.** Venue of this CONTRACT shall be WILLIAMSON COUNTY, Texas, and the laws of the State of Texas shall govern all terms and conditions.

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

**14. Mediation.** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this CONTRACT.

**15. Proof of Non-Profit Status.** FAMILY ELDERCARE has provided proof of status as a 501(c) non-profit corporate entity, which is attached and marked as "**Exhibit**

B” and is incorporated herein as if copied in full.

**EXECUTED to be effective as of the 1<sup>st</sup> day of October 2019.**

**FOR WILLIAMSON COUNTY:**

\_\_\_\_\_  
**Presiding Officer  
Williamson County Commissioners Court  
Williamson County, Texas**

**Date:** \_\_\_\_\_, 2019

**FOR FAMILY ELDERCARE:**

  
\_\_\_\_\_  
**Authorized Agent  
FAMILY ELDERCARE**

**Date:** 10/02/19 \_\_\_\_\_, 2019



2019 Board of Directors

Sandra Morris  
Chair

Patricia McLaughlin  
Secretary

Jen Berbas  
Treasurer

Charles Colley  
Eric Corum  
Dax Dobbs  
Cass Grange  
Deborah Kerr  
Caryn McGraw  
Bill McHugh  
Beth Reese  
Kim Wilson

Memorial Board Members

Rudy Belton  
Alva Finck

President's Council

Jackie Lelong, 1930-2018  
Founder Of Family Eldercare

Jacqueline Angel  
Michelle Bonilla

Tom Buckle  
Don Carnes

Ellis "Pat" Craig  
John Crane

Mark Davis  
Clyde Farrell

Cheryl George  
Holly Gilman

Deborah Green  
Diane "Dede" Hebner

Grova Jones

Frank Leffingwell  
Barbara Lipscomb

Donna Loffin  
Ann Marett

J.C. "Dusty" McCormick  
Susan Sharlot

Gail Sulak  
Gaye Thompson

Brent Weber

September 13, 2019

The Honorable John B. McMaster  
Williamson County Court at Law #4  
405 M.L.K. Street, Box 17  
Georgetown, TX 78626

Dear Judge McMaster:

Family Eldercare would like to thank you and the citizens of Williamson County for the opportunity to provide services by our Guardianship Program. After 4 plus years we are needing to request an increase in our annual contract. I am sending you a proposal requesting \$90,000 from Williamson County In 2019 – 2020, for Family Eldercare to serve as legal guardian for up to 30 Incapacitated older adults and adults with disabilities.

Funds will be used to provide ongoing care management and/or estate management to Incapacitated Williamson County residents referred by the Court Family Eldercare will provide guardianship services for as long as they are needed.

Family Eldercare has provided Guardianship services since 1986. We have developed a cost-effective model for this service by using trained Care Managers to provide care oversight. Our program is also very successful. During the years (2014-2019) that we have provided services in Williamson County, 100% of our clients were protected from abuse and neglect.

Family Eldercare is seeking a formal contract in order to continue providing and expanding our guardianship services in Williamson County. The benefits to the County in entering into a formal agreement include:

- Guaranteed availability of Guardianship services for up to 30 Williamson County residents through the creation of new guardianships or through appointment as successor guardian.
- Reduced County costs related to civil or criminal incidents and emotional/health crises experienced by person needing guardianship
- Ongoing protection, care management and an improved quality of life for vulnerable older and disabled residents who are at risk of fraud, abuse, failing health and neglect, and,
- Housing and support services, located within Williamson County or outside the County, for individuals who need specialized residential care.

I hope you will forward our request to the Williamson County Commissioners Court for their consideration.

Sincerely,

Kent Herring  
Chief Executive Officer

generously supported by



# Exhibit “B”

Internal Revenue Service

Date: February 5, 2004

Family Eldercare, Inc.  
2210 Hancock Dr  
Austin, TX 78756-2509

Department of the Treasury  
P. O. Box 2508  
Cincinnati, OH 45201

Person to Contact:  
Dalphone Naegele 31-04012  
Customer Service Specialist  
Toll Free Telephone Number:  
8:00 a.m. to 6:30 p.m. EST  
877-829-5500  
Fax Number:  
513-263-3756  
Federal Identification Number:  
74-2286387

Dear Sir or Madam:

This is in response to your request of February 5, 2004, regarding your organization's tax-exempt status.

In January 1984 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1999 - 17.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,



Janna K. Skufca, Acting Director, TE/GE  
Customer Account Services

**Commissioners Court - Regular Session**

10.

**Meeting Date:** 10/15/2019

CATRAC Equipment Transfer

**Submitted By:** Michael Knipstein, EMS

**Department:** EMS

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on accepting Stop the Bleed and CPR training supplies from Capital Area Trauma Regional Advisory Council (CATRAC).

**Background**

Items were purchased by CATRAC for distribution to participating agencies with Stop the Bleed and CPR public education programs. These items are new items that will be used to facilitate the education in each of these classes. The documents have been reviewed by WilCo Legal.

**Fiscal Impact**

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

**Attachments**

[Transfer Document](#)

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 10/08/2019

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

10/08/2019 10:09 AM

10/08/2019 11:12 AM

Started On: 10/08/2019 07:07 AM



# CATRAC

## Capital Area Trauma Regional Advisory Council FY19: Property Transfer Record

Description	#	Per unit cost	Cost	Initial	Initial
Prestan Professional CPR AED Manikin (med skin w/CPR monitor, 4-pack) Family Pack	2	\$511.15	\$1022.30	MA	
Prestan AED Ultra Trainer (4-Pack)	1	\$346.50	346.50	MA	
Adult/Child Training Pads for the Prestan AED Ultra Trainer	2	\$54.91	109.82	MA	
		<b>TOTAL</b>	<b>\$1478.62</b>		

DSHS Program: **LPG** FY20

**TRANSFERRED FROM:**

Organization: **Capital Area Trauma Regional Advisory Council (CATRAC)**  
4100 Ed Bluestein Blvd Suite 200 Austin, Texas 78721  
(512) 926-6184

Signature: Dave Reimer Date: 10-04-2019

Print Name & Title: Dave Reimer, Executive Director – CATRAC

Transferring personnel: MA Date: 10/4/19

Print Name & Title: Melissa Hamaker – Administration and Project Coordinator

**TRANSFERRED TO:**

Organization: **Williamson County EMS**

**Comments:**

This is to certify that the above property was purchased using funds from the Local Project Grant (LPG) and is being conveyed to organization "as is." CATRAC is not be responsible for replacing the above property if it is damaged, lost, or destroyed.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Personnel Receiving Property

Print Name & Title: \_\_\_\_\_



# CATRAC

## Capital Area Trauma Regional Advisory Council FY20: Property Transfer Record

Description	#	Per unit cost	Cost	Initial	Initial
CPS Training Dolls, set of 5 w/Premie	1	\$671	\$671	MH	
Sterilite 160 qt wheeled storage box	8	\$21	\$168	MH	
AmbuMan School 10/pk	1	\$422.99	\$422.99	MH	
My Personal Health Record Keeper (hardcover) Peter Pauper press	1	\$558.27	\$558.27	MH	
Blood Supply Pump	3	\$85.95	\$257.87	MH	
		<b>TOTAL</b>	<b>\$2078.13</b>		

DSHS Program: **LPG** FY20

**TRANSFERRED FROM:**

Organization: **Capital Area Trauma Regional Advisory Council (CATRAC)**  
4100 Ed Bluestein Blvd Suite 200 Austin, Texas 78721  
(512) 926-6184

Signature: Dave Reimer Date: 10-04-2019

Print Name & Title: Dave Reimer, Executive Director – CATRAC

Transferring personnel: MH Date: 10/4/19

Print Name & Title: Melissa Hamaker – Administration and Project Coordinator

**TRANSFERRED TO:**

Organization: **Williamson County EMS**

**Comments:**

This is to certify that the above property was purchased using funds from the Local Project Grant (LPG) and is being conveyed to organization “as is.” CATRAC is not be responsible for replacing the above property if it is damaged, lost, or destroyed.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Personnel Receiving Property

Print Name & Title: \_\_\_\_\_

**Commissioners Court - Regular Session**

11.

**Meeting Date:** 10/15/2019

ILAs with Williamson County entities

**Submitted For:** Randy Barker

**Submitted By:** Randy Barker, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving Interlocal Agreements between Williamson County and the cities of Coupland, Granger, Taylor, Thrall and the Williamson County Emergency Services District #10 authorizing Cooperative Procurement between both entities and authorizing execution of the agreement.

**Background**

These agreements will authorize a cooperative procurement program between the County and cities of Coupland, Granger, Taylor, Thrall and the Williamson County Emergency Services District #10. This will allow the entities to procure items that have already been competitively bid by the County where the supplier has agreed to provide such goods/services and pricing to entities in which the County has an agreement in place. Williamson County will assume no responsibility towards meeting the competitive bidding requirements of the individual entities.

**Fiscal Impact**

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

**Attachments**

[ILA with City of Coupland](#)

[ILA with City of Granger](#)

[ILA with City of Taylor](#)

[ILA with City of Thrall](#)

[ILA with ESD #10](#)

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Randy Barker  
Final Approval Date: 10/09/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

10/09/2019 08:41 AM  
10/09/2019 10:05 AM  
Started On: 10/04/2019 10:48 AM

## **PURCHASING COOPERATIVE INTERLOCAL AGREEMENT**

This Purchasing Cooperative Interlocal Agreement ("Agreement") is by and between City of Coupland, Texas, a Texas Municipality, ("City"); and Williamson County, Texas, a political subdivision of the State of Texas ("Williamson County") acting by and through their authorized officers.

### **RECITALS:**

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

**WHEREAS**, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

**WHEREAS**, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods, services and materials; and

**WHEREAS**, except for competitively bid contracts that are renewable, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

**WHEREAS**, the parties desire to enter into a Cooperative Purchasing Program which will allow each party to purchase goods and services under each other's competitively bid contracts and/or competitively bid contracts that have been procured by either party through a Cooperative Purchasing Program established with another local government pursuant to Subchapter F, Chapter 271 of the Tex. Loc. Gov't Code;

**WHEREAS**, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

**WHEREAS**, the governing bodies of each party find that the subject of this Agreement is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; furthermore, the governing bodies find that the performance of this Agreement is in the common and best interest of both parties; and that the division of cost fairly compensates the performing party for the services under this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**ARTICLE I  
PURPOSE**

The purpose of this Agreement is to establish a Cooperative Purchasing Program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts and/or competitively bid contracts that have been procured by either party through a Cooperative Purchasing Program established with another local government pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE.

**ARTICLE II  
TERM**

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter, this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

**ARTICLE III  
TERMINATION**

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

**ARTICLE IV  
PURCHASING**

The Mayor of City or his/her designee is authorized to act on behalf of City in all matters relating to this Cooperative Purchasing Program and the Williamson County Judge or his designee is authorized to act on behalf of Williamson County in all matters relating to this Cooperative Purchasing Program. Each party shall make payments directly to the vendor under a contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

**ARTICLE V  
MISCELLANEOUS**

**5.1 Relationship of 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.

5.2 **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

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

5.5 **Assignment:** 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.

5.6 **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.

5.7 **Compliance with Laws:** Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.

5.8 **Construction:** Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

5.9 **No Waiver of Immunities:** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party or their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party hereby waives, modifies, or alters 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.

5.10 **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, 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.

5.11 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by 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.

5.12 **Recitals:** The recitals to this Agreement are incorporated herein.

5.13 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

EXECUTED this 8 day of August, 2019.

**CITY OF COUPLAND, TEXAS**

By: Jack R. Piper

Printed Name: Jack R. Piper

Title: Mayor

Address:

City of Coupland

Attn: Mayor Jack Piper

P. O. Box 581

Coupland, Texas 78615-0581

[mayor@cityofcouplandtx.us](mailto:mayor@cityofcouplandtx.us)

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WILLIAMSON COUNTY, TEXAS**

By: \_\_\_\_\_

Bill Gravell, Jr.,

Williamson County Judge

710 Main Street, Suite 101

Georgetown, Texas 78626

## **PURCHASING COOPERATIVE INTERLOCAL AGREEMENT**

This Purchasing Cooperative Interlocal Agreement ("Agreement") is by and between City of Granger, Texas, a Texas Municipality, ("City"); and Williamson County, Texas, a political subdivision of the State of Texas ("Williamson County") acting by and through their authorized officers.

### **RECITALS:**

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

**WHEREAS**, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

**WHEREAS**, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods, services and materials; and

**WHEREAS**, except for competitively bid contracts that are renewable, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

**WHEREAS**, the parties desire to enter into a Cooperative Purchasing Program which will allow each party to purchase goods and services under each other's competitively bid contracts and/or competitively bid contracts that have been procured by either party through a Cooperative Purchasing Program established with another local government pursuant to Subchapter F, Chapter 271 of the Tex. Loc. Gov't Code;

**WHEREAS**, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

**WHEREAS**, the governing bodies of each party find that the subject of this Agreement is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; furthermore, the governing bodies find that the performance of this Agreement is in the common and best interest of both parties; and that the division of cost fairly compensates the performing party for the services under this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

## **ARTICLE I PURPOSE**

The purpose of this Agreement is to establish a Cooperative Purchasing Program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts and/or competitively bid contracts that have been procured by either party through a Cooperative Purchasing Program established with another local government pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE.

## **ARTICLE II TERM**

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter, this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

## **ARTICLE III TERMINATION**

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

## **ARTICLE IV PURCHASING**

The Mayor of City or his/her designee is authorized to act on behalf of City in all matters relating to this Cooperative Purchasing Program and the Williamson County Judge or his designee is authorized to act on behalf of Williamson County in all matters relating to this Cooperative Purchasing Program. Each party shall make payments directly to the vendor under a contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

## **ARTICLE V MISCELLANEOUS**

**5.1 Relationship of 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.

5.2 **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

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

5.5 **Assignment:** 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.

5.6 **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.

5.7 **Compliance with Laws:** Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.

5.8 **Construction:** Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

5.9 **No Waiver of Immunities:** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party or their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party hereby waives, modifies, or alters 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.

5.10 **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, 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.

5.11 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by 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.

5.12 **Recitals:** The recitals to this Agreement are incorporated herein.

5.13 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

EXECUTED this 2 day of August, 2019.

CITY OF GRANGER, TEXAS

By: Trevor Cheatheam

Printed Name: Trevor Cheatheam

Title: Mayor

Address:

City of Granger

Attn: Mayor Trevor Cheatheam

119 E. Davilla, P.O. Box 367

Granger, TX 76530

[trevor.cheatheam@cityofgranger.org](mailto:trevor.cheatheam@cityofgranger.org)

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_

Bill Gravell, Jr.,

Williamson County Judge

710 Main Street, Suite 101

Georgetown, Texas 78626

## **PURCHASING COOPERATIVE INTERLOCAL AGREEMENT**

This Purchasing Cooperative Interlocal Agreement (“Agreement”) is by and between City of Taylor, Texas, a Texas Municipality, (“City”); and Williamson County, Texas, a political subdivision of the State of Texas (“Williamson County”) acting by and through their authorized officers.

### **RECITALS:**

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

**WHEREAS**, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

**WHEREAS**, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods, services and materials; and

**WHEREAS**, except for competitively bid contracts that are renewable, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

**WHEREAS**, the parties desire to enter into a Cooperative Purchasing Program which will allow each party to purchase goods and services under each other's competitively bid contracts and/or competitively bid contracts that have been procured by either party through a Cooperative Purchasing Program established with another local government pursuant to Subchapter F, Chapter 271 of the Tex. Loc. Gov't Code;

**WHEREAS**, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

**WHEREAS**, the governing bodies of each party find that the subject of this Agreement is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; furthermore, the governing bodies find that the performance of this Agreement is in the common and best interest of both parties; and that the division of cost fairly compensates the performing party for the services under this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**ARTICLE I  
PURPOSE**

The purpose of this Agreement is to establish a Cooperative Purchasing Program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts and/or competitively bid contracts that have been procured by either party through a Cooperative Purchasing Program established with another local government pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE.

**ARTICLE II  
TERM**

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter, this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

**ARTICLE III  
TERMINATION**

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

**ARTICLE IV  
PURCHASING**

The City Manager of City or his/her designee is authorized to act on behalf of City in all matters relating to this Cooperative Purchasing Program and the Williamson County Judge or his designee is authorized to act on behalf of Williamson County in all matters relating to this Cooperative Purchasing Program. Each party shall make payments directly to the vendor under a contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

**ARTICLE V  
MISCELLANEOUS**

**5.1 Relationship of 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.

5.2 **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

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

5.5 **Assignment:** 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.

5.6 **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.

5.7 **Compliance with Laws:** Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.

5.8 **Construction:** Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

5.9 **No Waiver of Immunities:** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party or their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party hereby waives, modifies, or alters 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.

5.10 **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, 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.

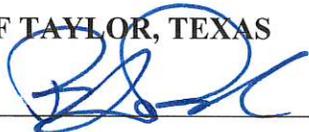
5.11 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.12 **Recitals:** The recitals to this Agreement are incorporated herein.

5.13 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

EXECUTED this 27 day of September, 2019.

**CITY OF TAYLOR, TEXAS**

By:  \_\_\_\_\_

Printed Name: Brian LaBorde

Title: City Manager

Address: City of Taylor  
Attn: Brian LaBorde,  
City Manager  
400 Porter Street  
Taylor, Texas 76574  
[brian.laborde@taylortx.gov](mailto:brian.laborde@taylortx.gov)

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WILLIAMSON COUNTY, TEXAS**

By: \_\_\_\_\_

Bill Gravell, Jr.,  
Williamson County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

## **PURCHASING COOPERATIVE INTERLOCAL AGREEMENT**

This Purchasing Cooperative Interlocal Agreement ("Agreement") is by and between City of Thrall, Texas, a Texas Municipality, ("City"); and Williamson County, Texas, a political subdivision of the State of Texas ("Williamson County") acting by and through their authorized officers.

### **RECITALS:**

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

**WHEREAS**, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

**WHEREAS**, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods, services and materials; and

**WHEREAS**, except for competitively bid contracts that are renewable, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

**WHEREAS**, the parties desire to enter into a Cooperative Purchasing Program which will allow each party to purchase goods and services under each other's competitively bid contracts and/or competitively bid contracts that have been procured by either party through a Cooperative Purchasing Program established with another local government pursuant to Subchapter F, Chapter 271 of the Tex. Loc. Gov't Code;

**WHEREAS**, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

**WHEREAS**, the governing bodies of each party find that the subject of this Agreement is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; furthermore, the governing bodies find that the performance of this Agreement is in the common and best interest of both parties; and that the division of cost fairly compensates the performing party for the services under this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**ARTICLE I  
PURPOSE**

The purpose of this Agreement is to establish a Cooperative Purchasing Program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts and/or competitively bid contracts that have been procured by either party through a Cooperative Purchasing Program established with another local government pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE.

**ARTICLE II  
TERM**

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter, this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

**ARTICLE III  
TERMINATION**

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

**ARTICLE IV  
PURCHASING**

The Mayor of City or his/her designee is authorized to act on behalf of City in all matters relating to this Cooperative Purchasing Program and the Williamson County Judge or his designee is authorized to act on behalf of Williamson County in all matters relating to this Cooperative Purchasing Program. Each party shall make payments directly to the vendor under a contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

**ARTICLE V  
MISCELLANEOUS**

**5.1 Relationship of 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.

5.2 **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

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

5.5 **Assignment:** 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.

5.6 **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.

5.7 **Compliance with Laws:** Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.

5.8 **Construction:** Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

5.9 **No Waiver of Immunities:** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party or their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party hereby waives, modifies, or alters 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.

5.10 **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, 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.

5.11 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by 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.

5.12 **Recitals:** The recitals to this Agreement are incorporated herein.

5.13 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF THRALL, TEXAS**

By: 

Printed Name: Troy Marx

Title: Mayor

Address:

City of Thrall

Attn: Mayor Troy Marx

PO Box 346

Thrall, TX 76578

[troymarx@hotmail.com](mailto:troymarx@hotmail.com)

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WILLIAMSON COUNTY, TEXAS**

By: \_\_\_\_\_

Bill Gravel, Jr.,

Williamson County Judge

710 Main Street, Suite 101

Georgetown, Texas 78626

## **PURCHASING COOPERATIVE INTERLOCAL AGREEMENT**

This Purchasing Cooperative Interlocal Agreement (“Agreement”) is by and between Williamson County Emergency Services District #10, Texas, a Texas Emergency Services District, (“ESD #10”); and Williamson County, Texas, a political subdivision of the State of Texas (“Williamson County”) acting by and through their authorized officers.

### **RECITALS:**

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

**WHEREAS**, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

**WHEREAS**, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods, services and materials; and

**WHEREAS**, except for competitively bid contracts that are renewable, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

**WHEREAS**, the parties desire to enter into a Cooperative Purchasing Program which will allow each party to purchase goods and services under each other's competitively bid contracts and/or competitively bid contracts that have been procured by either party through a Cooperative Purchasing Program established with another local government pursuant to Subchapter F, Chapter 271 of the Tex. Loc. Gov't Code;

**WHEREAS**, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

**WHEREAS**, the governing bodies of each party find that the subject of this Agreement is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; furthermore, the governing bodies find that the performance of this Agreement is in the common and best interest of both parties; and that the division of cost fairly compensates the performing party for the services under this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**ARTICLE I  
PURPOSE**

The purpose of this Agreement is to establish a Cooperative Purchasing Program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts and/or competitively bid contracts that have been procured by either party through a Cooperative Purchasing Program established with another local government pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE.

**ARTICLE II  
TERM**

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter, this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

**ARTICLE III  
TERMINATION**

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

**ARTICLE IV  
PURCHASING**

The Board President of ESD #10 or his/her designee is authorized to act on behalf of ESD #10 in all matters relating to this Cooperative Purchasing Program and the Williamson County Judge or his designee is authorized to act on behalf of Williamson County in all matters relating to this Cooperative Purchasing Program. Each party shall make payments directly to the vendor under a contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

**ARTICLE V  
MISCELLANEOUS**

**5.1 Relationship of 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.

5.2 **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

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

5.5 **Assignment:** 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.

5.6 **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.

5.7 **Compliance with Laws:** Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.

5.8 **Construction:** Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

5.9 **No Waiver of Immunities:** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party or their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party hereby waives, modifies, or alters 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.

5.10 **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, 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.

5.11 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by 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.

5.12 **Recitals:** The recitals to this Agreement are incorporated herein.

5.13 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

EXECUTED this 14 day of August, 2019.

WILLIAMSON COUNTY ESD #10

By: 

Printed Name: ROBERT V. AVANT, JR

Title: President

Address:

Williamson County ESD #10

Attn: Bob Avant, President

409 FM 1466

Coupland, TX 78615

[bobavant2@gmail.com](mailto:bobavant2@gmail.com)

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_

Bill Gravell, Jr.,

Williamson County Judge

710 Main Street, Suite 101

Georgetown, Texas 78626

**Commissioners Court - Regular Session**

12.

**Meeting Date:** 10/15/2019

Training and Traumatic event Response agreement for EMS

**Submitted For:** Randy Barker

**Submitted By:** Kerstin Hancock, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving a Professional Services Agreement for Training and Traumatic Event Response for Williamson County Emergency Service Departments between Williamson County and Tania Glenn & Associates, PA;, in the not-to-exceed amount of \$25,000, exempting these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024.(a)(4) and authorizing the execution of the agreement.

**Background**

Tania Glenn and Associates, PA , based in Cedar Park, TX, is dedicated to serving the mental health needs of first responders through the use of interventions consisting of individual and group debriefings, in addition to training on types of stress, effects of stress, stress management strategies, methods for coping in the aftermath of critical incidents, at individual, team and department levels, compassion fatigue and burnout, as well as advanced training on Post Traumatic Stress Disorder. The agreement has been reviewed by WilCo Legal, Purchasing and Auditor offices. Funding was approved for FY 20, line item 0100-0583-004100. Department contact is Chris Connealy.

**Fiscal Impact**

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

**Attachments**

Professional Service Agreement

**Form Review**

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 10/10/2019

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

10/10/2019 09:44 AM

10/10/2019 10:33 AM

Started On: 10/10/2019 09:15 AM



**PROFESSIONAL SERVICE AGREEMENT  
FOR TRAINING AND TRAUMATIC EVENT RESPONSE  
FOR  
THE WILLIAMSON COUNTY EMERGENCY SERVICES**

---

This Professional Services Agreement for Training and Traumatic Event Response for the Williamson County Emergency Services (“Agreement”) is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and Dr. Tania Glenn, PsyD, LCSW, CTS acting by and through Tania Glenn & Associates, PA, hereinafter referred to as PROVIDER, for the purpose of providing professional services in the form of training and traumatic event response for Williamson County Emergency Services, which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Williamson County.

**I.  
SCOPE OF SERVICES**

PROVIDER shall provide, upon request by Williamson County Emergency Services, the training and traumatic event response services set forth in the Scope of Services attached hereto as **Exhibit “A”**. All services provided by PROVIDER shall be performed according to the regularly accepted standards of a psychiatrist that provides such psychiatric care and services in the State of Texas.

PROVIDER shall have a duty to immediately notify Williamson County Emergency Services of any complaint, investigation, or adverse action taken against PROVIDER concerning his/her ability to practice in the State of Texas. PROVIDER will be under no obligation to provide services which are beyond PROVIDER’s expertise.

**II.  
TERM**

This Agreement shall become effective as of the date of the last party’s execution below and continue until September 30, 2020 (the “initial term”), unless terminated sooner as authorized herein. Following the initial term, this Agreement shall automatically renew for one (1) year terms commencing on October 1st of each year and continuing thereafter until the following September 30<sup>th</sup>, unless otherwise terminated pursuant to the provisions hereof.

III.  
COST AND PAYMENT

The basis of compensation for the services of PROVIDER shall be based on the Rate Schedule set forth in the attached **Exhibit "B"**. The maximum amount payable under this Agreement, without modification, during the initial term and during any renewal term shall be **Twenty-Five Thousand Dollars (\$25,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued request for training and traumatic event response services by the Williamson County Senior Director of Emergency Services or his designee. In no event may the aggregate amount of compensation during any term of this Agreement exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written amendments executed by both parties in the event of a change to the overall Scope Services set forth in **Exhibit "A"**.

PROVIDER shall be reimbursed for actual non-labor costs incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit "C"**. Invoices requesting reimbursement for costs and expenditures (reimbursables) must be accompanied by copies of the PROVIDER's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the PROVIDER's invoice must evidence the actual costs billed to PROVIDER without mark-up.

Should the actual costs of all fees and non-labor costs (reimbursables) rendered under this Agreement be less than the above stated Compensation Cap during the initial term or any renewal term thereafter, then PROVIDER shall receive compensation for only actual fees and non-labor costs (reimbursables) actually rendered and incurred, which may be less than the above stated Compensation Cap.

COUNTY's payment for services 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 PROVIDER of the discrepancy. Following COUNTY's notification of any discrepancy as to an invoice, PROVIDER must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to Williamson County Emergency Services. COUNTY shall pay the invoice within thirty (30) days from the date of Williamson County Emergency Services' 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 (31<sup>st</sup>) day following Williamson County Emergency Services' receipt of the corrected or revised invoice.

Any violation of the provisions of this Agreement by PROVIDER shall be grounds for withholding payment by the COUNTY until the violation is resolved to the satisfaction of the COUNTY.

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. 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.

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  
Hon. Bill Gravell (or successor)  
710 Main Street, Ste. 101  
Georgetown, Texas 78626

with copy to: Williamson County Emergency Services  
Chris Connealy  
911 Tracy Chambers Way  
Georgetown, Texas 78626

PROVIDER: Tania Glenn & Associates, PA  
Attn: Dr. Tania Glenn, PsyD, LCSW, CTS  
1001 Cypress Creek Rd., #403 & 404  
Cedar Park, Texas 78613

X.  
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.

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 work space 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

\_\_\_\_\_  
Hon. Bill Gravell  
Williamson County Judge

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

PROVIDER:

TANIA GLENN & ASSOCIATES, PA

  
\_\_\_\_\_  
Dr. Tania Glenn, PsyD, LCSW, CTS

Date: October 9, 2019

## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

#### **1.0 Scope of Services Overview**

This Scope of Services outlines the creation and coordination of an independent contractor relationship between an outside clinical advisor, Tania Glenn, PsyD, LCSW of Tania Glenn & Associates, PA (as referenced in the Agreement as “PROVIDER”), and Williamson County Emergency Services. The role of the clinical advisor would be to provide necessary education and traumatic event response for both groups and individuals within Williamson County Emergency Services.

#### **2.0 Background**

##### **2.1 General History**

Occasionally in the line of duty, first responders encounter events that are not considered within the normal scope of our day-to-day duties. Sometimes these types of events touch their lives in ways that they do not expect, and personnel are left with the lasting impact (both negative and positive) that shapes their professional and sometimes personal lives.

These types of events are called critical incidents – they are sudden and extreme, and can overwhelm the usual coping mechanisms of those dedicated to serve. At any given point, even the most experienced and seasoned emergency personnel can be affected by an incident. This is because it is human nature to have a coping capacity or threshold, beyond which a person no longer tolerates stress in a productive manner. Over time, one’s definition of a critical incident can change or evolve as he or she grows and experiences life. In other words, events that didn’t affect someone at age 22 might really bother the same person at age 32, 42 or 52.

The most debilitating type of critical incident is obviously a line of duty death. The range and type of impact that this has on personnel is powerful and very painful. In addition to a line death, many employees are also impacted by the suicide of a coworker, injuries to coworkers, the death of a child, mass casualty incidents, events with known victims, the accidental wounding or killing of a citizen and any other event which is unusual and outside the range of what is considered “normal.”

Some common reactions to critical incidents include nausea, vomiting, diarrhea, pupil dilation, headaches, indigestion, tremors, muscle aches, increased smoking, insomnia, nightmares, social isolation, anger, depression, an increased startle response, restlessness, increased use of alcohol, and many others. These reactions can be confusing and quite unsettling to affected personnel. Once these reactions are normalized through training, employees typically know how to manage these reactions and prevent them in the future.

The other area of concern in the aftermath of a major incident is the impact on the workplace, which often serves as a reminder for what has occurred. Employees may sometimes manifest their ongoing issues with an event by behaving in ways that are different. Management is often left wondering why a previously stellar performer is now behaving negatively or displaying a problematic attitude. Through understanding the effects of a trauma on employees and by proactively addressing the effects of an incident on both the individual and company levels, leadership is able to get ahead of the curve and prevent ongoing negative ripple effects of an incident. This, of course, takes training and education, along with the ability to tap into resources to guide management through this process.

## **2.2 Scope of Services of Training and Intervention Elements Provided**

**Provider will provide the following Scope of Services when and as requested by the Williamson County Sheriff or his designee:**

### **CE Training shall consist of:**

- Types of stress
- Effects of stress
- Stress management strategies
- Methods for coping in the aftermath of a critical incident – at individual, team and department levels
- Compassion fatigue and burnout
- Advanced training on Posttraumatic Stress Disorder

### **Interventions shall consist of:**

- Individual and group debriefings – each case is incident specific and carefully triaged to provide the correct service to the appropriate employees at the right time

## **3.0 Key Personnel**

### **3.1 Dr. Tania Glenn**

Dr. Tania Glenn is the President of Tania Glenn and Associates, PA, a clinical private practice in Austin, Texas. Dr. Glenn has served as a clinician for over twenty-five years and specializes in treating anxiety and trauma. Dr. Glenn has done extensive work with public safety and military individuals, couples and families. She specializes in trauma and is a Certified Trauma Specialist. In her practice, Dr. Glenn has worked with law enforcement, fire, EMS, military and aviation professionals, and has helped many individuals with their recovery from Posttraumatic Stress Disorder. She has developed the traumatic stress management program and now serves as the Traumatic Stress Management Coordinator for Austin/Travis County Emergency Medical Services, Lake Travis Fire/Rescue, and the Killeen, Cedar Park and Round Rock Police Departments. Dr. Glenn is a faculty member and trained trainer for the International Critical

Incident Stress Foundation. Her prior experience includes work as an Emergency Room Medical Social Worker at Brackenridge Hospital in Austin for ten years.

Dr. Glenn also has extensive experience as a consultant and trainer. The Trauma Defense Team of Tania Glenn & Associates provides trauma-based prevention and intervention services, workplace violence prevention and intervention, crew resource management, workplace cultural analyses and team building. Dr. Glenn's experience as a public speaker comes through in lively, interactive, relevant and fun presentations that capture audiences. Participants frequently comment that Dr. Glenn's presentations are one of the best they have ever seen.

Dr. Glenn is the Clinical Director of the PHI Air Medical, Southwest Airlines, Customs and Border Protection and Border Patrol Critical Incident Response Teams. Her background experience includes providing traumatic stress management services after the Oklahoma City bombing in 1995, the Jarrell tornado in 1997, the attacks on the World Trade Center in 2001, Hurricanes Katrina and Rita in 2005 and numerous other incidents including line of duty deaths and suicides of emergency personnel. Dr. Glenn has written numerous articles and is a regular contributor to Air Beat, the journal of the Airborne Law Enforcement Association. In 2006 she was featured in "Between Iraq and a Hard Place," a documentary on traumatic stress in the military.

Dr. Glenn currently serves as an Advisory Board Member for the Brattleboro Hospital Uniformed Services Worker's Retreat in Brattleboro, VT. She has served as a member of the Safety Committee for Austin's air medical and air rescue program, STAR Flight. Dr. Glenn is also a previous Board Member of the Association of Traumatic Stress Specialists.

Dr. Glenn received her Bachelor's and Master's Degrees from The University of Texas in Austin, and her Doctorate from California Coast University. She also attended the Austin Police Academy in 1998. Dr. Glenn has completed ten marathons, including the Boston Marathon.

**EXHIBIT "B"**

**RATE SCHEDULE**

<b>Phone Interventions and Individual Therapy</b>	<b>Crisis Intervention and Response to Incidents</b>
\$70.00 per hour	\$70.00 per hour

## **Williamson County Vendor Reimbursement Policy**

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

### **1. Invoices and Affidavits**

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

### **2. Travel Reimbursement**

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to

## EXHIBIT "C"

- the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
  - 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
  - 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
  - 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
  - 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
  - 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
  - 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
  - 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
  - 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
  - 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

### 3. Meals

- 3.1 Meal reimbursements are limited to a maximum of \$50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's

## EXHIBIT "C"

obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

### 4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

### 5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

### 6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

## EXHIBIT "C"

- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

### 7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
  - 7.2.1.1 Date
  - 7.2.1.2 Destination
  - 7.2.1.3 Purpose
  - 7.2.1.4 Name of traveler(s)
  - 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

### 8. Other Expenses

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

### 9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such

## EXHIBIT "C"

expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

### 10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental
- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Technology Fees
- 10.28 Sales tax on goods purchased
- 10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

**Commissioners Court - Regular Session**

13.

**Meeting Date:** 10/15/2019

2013 Park Bond Transfer

**Submitted By:** Emmeline Hawkins, County Auditor

**Department:** County Auditor

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving a 2013 Park Bond Budget Transfer to move \$26.40 to Expo Center RV Park (P464) from Blackland Heritage Phase I (P316).

**Background**

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

---

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Emmeline Hawkins

Final Approval Date: 10/07/2019

**Reviewed By**

Andrea Schiele

**Date**

10/07/2019 10:43 AM

Started On: 10/07/2019 07:39 AM

**Commissioners Court - Regular Session**

14.

**Meeting Date:** 10/15/2019

Approval of Vehicle Purchase for Constable 2

**Submitted For:** Randy Barker

**Submitted By:** Erica Smith, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving the price estimate between Defender Supply and Williamson County for two vehicles in the amount of \$102,960, pursuant to Tarrant County Cooperative #2019-014 and authorizing the purchase.

**Background**

Purchase of these vehicles will support the operations of the Constable Precinct 2's Office. Estimate is for two 2020 Chevrolet Tahoes with upfitting to be purchased via the Tarrant County Cooperative #2019-014. Fleet approved this estimate stating that Constable Precinct 2 was approved for two vehicles for FY2020. This expenditure will be charged to 01.0100.0552.005700. Department Contact is Constable Richard Coffman.

**Fiscal Impact**

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

**Attachments**

Vehicle Estimate

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Erica Smith  
Final Approval Date: 10/10/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

10/10/2019 09:56 AM  
10/10/2019 10:17 AM  
Started On: 10/04/2019 02:13 PM



# DEFENDER SUPPLY

845 West FM 407  
Argyle, TX 76226

Date	9/9/2019
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX PCT. 2 Constable Chief Deputy William H. Beechinor 350 Discovery Blvd. Suite 205 Cedar Park, TX 78613 512-260-4270

Customer Contact	
Customer Phone	512-260-4270
Customer E-mail	wbeechinor@wilco....
Estimate #	26265

2020 Chevrolet Tahoe RWD 9C1
Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
2020 Chevrolet Tahoe RWD 9C1 with EcoTec3 5.3-liter, Direct-Injection V8, 355 hp/383 pound-feet of torque, FlexFuel1 capability & Active Fuel Management, External Engine Oil Cooler, 660-CCA Primary Battery with Standard 730-CCA Isolated Auxiliary Battery, 170-Amp Alternator, Hydra-Matic 6L80 6-Speed Auto Overdrive Trans with Tow/Haul Mode, Rear Axle, 3.08 Ratio, Auxiliary Transmission Oil Cooler, Heavy Duty Locking Differential, Heavy-Duty Police-Rated Suspension, StabiliTrak Stability Control System, Engine Skid Plate, High Out-Put Alternator, High Capacity Air Cleaner, Power Windows / Door Locks, Power Heated Mirrors, Dual Climate Control, Front & Rear Air Conditioning, 6-Way Power Driver & Passenger Seats, 4.2" Diagonal Display with AM/FM stereo, CD player & SD Card Slot. OnStar with Bluetooth Connectivity, Rear-Vision Camera System, Tilt Steering, Cruise Control, Cloth Front & Vinyl Rear Seats, Heavy-Duty Vinyl Flooring, 140-mph Certified Speedometer & Driver Information Center, Compass, Outside Temperature, Projector-Beam Headlamps, Engine Hour Meter, Tilt-Adjustable Steering Column, Electric Power Steering, Intermittent Wet-Arm Wiper/Washers, Rear Wiper / Washer, Rear-Passenger Conversation Mirror, Remote Keyless Key FOB Entry, Rear Park Assist with Audible Warning, Heavy-Duty 4-wheel disc Antilock Brake System with Power Assist, V-Rated All Season Police Pursuit P265/60R17 Tires, 17" Steel Wheels with Bolt-on Center Caps, Full Size Matching Spare Tire with Inactive Tire Pressure Monitor & Front Tow Hooks.	Vehicle Description	1	32,717.06	32,717.06
Purchased Through Holiday Chevrolet Using Tarrant County Cooperative Contract # 2019-014				
Options: GBA - Black Paint AMF - 6 Additional Key FOB's \$66.00 5HP - 6 Additional Keys \$41.00 BTV - Remote Start \$300.00 5T5 - Vinyl Rear Seat V76 Recovery Hooks Total - \$407.00 added above to vehicle				
Vin #'s				
Customer PO # Chevrolet	Make Payment to Holiday			

<b>Vehicle and Emergency Equipment Total</b>	Quantity Ordered	2
--	------------------	---

<b>Total Vehicle Order Cost</b>	<b>\$102,960.00</b>
---------------------------------	---------------------

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



# DEFENDER SUPPLY

845 West FM 407  
Argyle, TX 76226

Date	9/9/2019
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX PCT. 2 Constable Chief Deputy William H. Beechinor 350 Discovery Blvd. Suite 205 Cedar Park, TX 78613 512-260-4270

Customer Contact	
Customer Phone	512-260-4270
Customer E-mail	wbeechinor@wilco....
Estimate #	26265

2020 Chevrolet Tahoe RWD 9C1
Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Vehicle titles should be in the name & address of: Williamson County Attn: Auditors Office 710 S. Main St., Suite 301 Georgetown, Texas 78626				
Emergency Equipment is Purchased Through Defender Supply using The Tarrant County Cooperative Contract # 2015-157				
2 Year State Inspection Certificate		1	7.00	7.00
Unity Driver Side Halogen Spotlight, Spotlight Shaft, Handle & Mounting Bracket for a 2015+ Tahoe (LED Replacement Bulb Sold Separately).				451.68
Whelen LED 8 Degree Spotlight Replacement			106.05	106.05
Defender Supply Custom Contoured Console for 2015+ Chevy Tahoe 9C1. Includes 19" inches of Mounting Space, Dual Cup Holder, Arm Rest, (2) Mic Clips & Factory USB/12Volt Audio Relocation Plug.				354.00
Customer Provides & Installs their own docking stations.				
Gamber Johnson Mongoose 9" Locking Slide Arm with 360 Degree Clevis for Computer Docking Station		1	185.85	185.85
Gamber Johnson Universal Computer Base Adapter Plate for Mounting Laptops		1	30.00	30.00
Gamber Johnson Faceplate, Whelen Cencom Sapphire, SoundOff 400/ETSA 380 Series, Tomar 940 Series, 4"		1	0.00	0.00
Chevrolet Tahoe/Silverado USB/MP3/SD Card/12 Volt Relocation Panel		1	7.35	7.35
Gamber Johnson Universal Computer Base Adapter Plate for Mounting Laptops			49.00	49.00
Gamber Johnson 3 Inch Console Faceplate for the Motorola APX 7500 1-piece Police Radio		1	0.01	0.01
Gamber Johnson 1/2" Blank filler panel for EPIC console box		1	2.63	2.63
Gamber Johnson 1" filler panel for EPIC console box		1	2.63	2.63
Gamber Johnson 2" filler panel for EPIC console box		2	3.15	6.30
3 Additional - 12Volt DC Heavy Duty Electrical Power Socket w/moisture covers - Mounted on Right Side of Console		3	3.85	11.55
Whelen LED Flush Mount Compartment Light in Red & White		3	47.52	142.56

### Vehicle and Emergency Equipment Total

Quantity Ordered

2

**Total Vehicle Order Cost**

**\$102,960.00**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



# DEFENDER SUPPLY

845 West FM 407  
Argyle, TX 76226

Date	9/9/2019
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX PCT. 2 Constable Chief Deputy William H. Beechinor 350 Discovery Blvd. Suite 205 Cedar Park, TX 78613 512-260-4270

Customer Contact	
Customer Phone	512-260-4270
Customer E-mail	wbeechinor@wilco....
Estimate #	26265

2020 Chevrolet Tahoe RWD 9C1
Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Bayco NightStick Xtreme Lumens Metal Multi-Function Rechargeable Police Duty LED Dual-Light with Report Writing Light & Vehicle Charger Sleeve - (1) Mounted on Right Side of Console & (1) in Cargo Area		2	112.99	225.98
Make & Model of Customer Supplied Police Radio - Motorola APX7500 Is Customer Supplied Police Radio a One or Two Piece Unit - One Piece - Hot all the Time. What is the Frequency of Customer Supplied Police Radio - 800MHz & VHF				
Please Pre-Wire Power/Ground & Roof Antenna to Console for One Piece Radios. Customer will Install.				
Make & Model of Customer Supplied Laptop - (2) Panasonic Toughbook CF54 & (3) CF53 Does the of Customer Supplied Laptop have Docking Capabilities - Yes Is the of Customer Supplied Laptop a No RF, Single RF or Dual RF - Dual Pass Does the of Customer Supplied Laptop have a built-in power supply - No If not do you have the power supply or do you need to purchase one - Customer will supply				
Two Way 800 MHZ Radio Antenna & Coax Cable - Roof Mount		1	32.66	32.66
Two Way VHF Radio Antenna & Coax Cable - Roof Mount		1	23.00	23.00

### Vehicle and Emergency Equipment Total

Quantity Ordered 2

**Total Vehicle Order Cost \$102,960.00**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



# DEFENDER SUPPLY

845 West FM 407  
Argyle, TX 76226

Date	9/9/2019
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX PCT. 2 Constable Chief Deputy William H. Beechinor 350 Discovery Blvd. Suite 205 Cedar Park, TX 78613 512-260-4270

Customer Contact	
Customer Phone	512-260-4270
Customer E-mail	wbeechinor@wilco....
Estimate #	26265

2020 Chevrolet Tahoe RWD 9C1
Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Note - Roof Antenna Placement: 800 MhZ Antenna – Roof mounted between B-C pillars VHF Antenna -- Roof mounted between B-C pillars Bluetooth Antenna -- roof mounted on pass. side between A-B pillars Panasonic Arbitrator Antenna -- ??? Multi Purpose GPS Cradlepoint Antenna -- Roof mounted between B-C pillars  Tech Please Pre-Wire to Console for Radio Power, Ground & Roof Antenna  Note - Cradle Point Mounting Placement:  On Units that have a prisoner partition, the Cradle Point will be Mounted on the Prisoner Partition right behind the Front Passenger Seat.  On Units that do not have a prisoner partition, on the Cradle Point run cabling & roof antenna leads under the Front Passenger Seat leaving 3 to 4 feet of service lead in the wires please.  CAT 6 Cables go in these locations: Blue Cable - CP to Dock White Cable- VPU (PC PORT) to Dock Red Cable - CP to VPU (LAN PORT)				
Federal Signal - Valor 51" lightbar only - 51" Valor, All 2-color except positions 15, 16, 25 & 26 (no interface module. Goes with FS SSP2000B or SSP3000B sirens)		1	1,980.00	1,980.00
Federal Signal - Smart Siren Platinum		1	990.52	990.52
Federal Signal -DynaMax 100W Speaker - Mounted on Lower Section of Brush Guard below Center		2	177.815	355.63
Federal Signal - ES100 Speaker Bracket, Universal Bail - Mounted on Lower Section of Brush Guard below Center		2	23.32	46.64
Federal Signal - Low Frequency Siren		1	432.00	432.00
Federal Signal - Rumbler Brackets for a 2015+ Chevrolet Tahoe 9C1		1	29.15	29.15
Whelen Solid State Chevrolet Tahoe Headlight/Taillight Flasher		1	60.67	60.67
Go Industries Law Enforcement Brush Guard with Black Poly Coating - 2015+ Chevrolet Tahoe 9C1		1	476.14	476.14

<b>Vehicle and Emergency Equipment Total</b>	
Quantity Ordered	2

<b>Total Vehicle Order Cost</b>	<b>\$102,960.00</b>
---------------------------------	---------------------

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



# DEFENDER SUPPLY

845 West FM 407  
Argyle, TX 76226

<b>Date</b>	9/9/2019
<b>Estimate By</b>	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX PCT. 2 Constable Chief Deputy William H. Beechinor 350 Discovery Blvd. Suite 205 Cedar Park, TX 78613 512-260-4270

Customer Contact	
<b>Customer Phone</b>	512-260-4270
<b>Customer E-mail</b>	wbeechinor@wilco....
<b>Estimate #</b>	26265

2020 Chevrolet Tahoe RWD 9C1
Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Whelen Dual Panel SL Pioneer Bail/Stud Mount 12 Volt LED Light with Black Housing - Mounted on Top of Brush Guard		1	617.76	617.76
Whelen M4D LED Light - Red/White - Front Brush Guard Mount		1	147.84	147.84
Whelen M4E LED Light - Blue/Clear - Front Brush Guard Mount		1	147.84	147.84
Forward Facing Steel Bracket for an Whelen M4 Light (each) - Front Brush Guard Mount		2	11.55	23.10
Whelen ION™ Series LED, Red/Blue Split Head with Universal Clip Mounts - Mounted on Side of Brush Guard		2	106.92	213.84
Whelen ION™ LED Bracket with Swivel in Black - Mounted on Side of Brush Guard			19.31	19.31
M4 Red and Blue light heads with fog light mounting brackets for 2015+ Tahoe				309.90
SoundOff nLINE 72" Running Light w/Bracket Mount, Split Color - Red/Blue LEDs for Running Board Mount (SOLD PER SIDE)		2	400.00	800.00
60" Red/Blue E-Blade w/white override - Mounted on Rear Bumper		1	250.00	250.00
Whelen (1) Red ION™ & (1) Blue ION™ Mounted at Rear License Plate on Horizontal Metal Bracket				178.43
Whelen Rear Pillar Lighting for 2015+ Chevrolet Tahoe 9C1 in Red & Blue		1	629.65	629.65
Whelen Outer Edge Under Rear Spoiler Mount Lighting for 2015+ Chevrolet Tahoe 9C1 in Red & Blue		1	634.99	634.99
Whelen ION™ T-Series™ Linear Super-LED® DUO Color Surface Mount in Blue/Amber Split Heads - Mounted on Bottom of Liftgate		2	113.04	226.08
Tremco Anti-Theft Device for 2007+ Chevrolet Tahoe 9C1 - Mounted on Lower part of steering column		1	118.80	118.80
Setina Free-Standing Dual Weapon Lock with Two Universal Locks and Handcuff Key Override - Truck/SUV		1	455.54	455.54
Setina T-Rail Universal Lock, EoTech Bracket to Fit Oversize Locks to fit AR-15 optics		1	15.00	15.00

### Vehicle and Emergency Equipment Total

Quantity Ordered 2

**Total Vehicle Order Cost \$102,960.00**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



# DEFENDER SUPPLY

845 West FM 407  
Argyle, TX 76226

<b>Date</b>	9/9/2019
<b>Estimate By</b>	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX PCT. 2 Constable Chief Deputy William H. Beechinor 350 Discovery Blvd. Suite 205 Cedar Park, TX 78613 512-260-4270

Customer Contact	
<b>Customer Phone</b>	512-260-4270
<b>Customer E-mail</b>	wbeechinor@wilco....
<b>Estimate #</b>	26265

2020 Chevrolet Tahoe RWD 9C1
Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Pro-Gard Standard Rear Seat Cargo Barrier for 2015+ Chevrolet Tahoe 9C1 with Wire Mesh Screen				338.40
Professional Installation of Customer Supplied Graphics by Defender Supply		1	150.00	150.00
Window Tint - For Two Front Windows		1	69.95	69.95
Tahoe Mag OS Dwr P-Cage, Tray/3rd Removed # T-CHTAHMO-15N-PP Magnum Height 2 Drawer Offset Vehicle Year: 2015-2019 3rd Row Seat:None Prisoner Cage: Yes Exterior Carpet: Black Interior Carpet: Grey Drawer Fronts: Black Composite Locks: Push Button w/Key Override 2 Magnum Carpeted Long Dividers 2 Magnum Carpeted Short Dividers		1	2,195.95	2,195.95
Shipping of Above Cargo Box		1	190.00	190.00
Defender Supply Wiring Harness, Power Distribution Block and Battery Management System		1	436.56	436.56
Dealer Prep		1	130.00	130.00
Misc. Shop Supplies		1	30.00	30.00
Shipping of Above Emergency Parts for Upfit		1	150.00	150.00
Installation of Above Emergency Equipment & Customer Supplied:  Panasonic Cameras, Cradle Points (Mounted in Driver's Side Rear Fender Area), Cradle Point Antennas - Roof Mount Graphics.- Installed by Defender Supply.  Customer will Install the police radios themselves. Please Pre-Wire for Radios		45	95.00	4,275.00

### Vehicle and Emergency Equipment Total

Quantity Ordered 2

**Total Vehicle Order Cost** **\$102,960.00**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



**Commissioners Court - Regular Session**

**15.**

**Meeting Date:** 10/15/2019

SO Fuel Blanket PO

**Submitted For:** Randy Barker

**Submitted By:** Erica Smith, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing a blanket purchase order for fuel for the Williamson County Sheriff's Office in the amount of \$550,000 to Fuelman per Omnia Contract #R161501 pricing.

**Background**

There is no attachment for this request because it is a blanket purchase order against a previously approved contract. The SO is asking to encumber funds for the entire fiscal year October 2019-September 2020. This expenditure will be charged to 01.0100.0560.003301. Funding was approved in the FY2020 budget. Department contact is Chief Tim Ryle.

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing (Originator)	Randy Barker	10/10/2019 09:59 AM
County Judge Exec Asst.	Andrea Schiele	10/10/2019 10:26 AM
Form Started By: Erica Smith		Started On: 10/07/2019 02:05 PM
Final Approval Date: 10/10/2019		

**Commissioners Court - Regular Session**

**16.**

**Meeting Date:** 10/15/2019

Vehicle Reimbursement Agreement for County Sheriff

**Submitted For:** Robert Chody

**Submitted By:** Starla Hall, Sheriff

**Department:** Sheriff

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

This agreement gives permission for City National Bank to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies vehicle usage.

**Fiscal Impact**

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

**Attachments**

[City National Bank](#)

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Starla Hall  
Final Approval Date: 10/09/2019

**Reviewed By**

Andrea Schiele

**Date**

10/09/2019 10:08 AM  
Started On: 10/08/2019 01:44 PM

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

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

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

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. *NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.*
2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE. 15th

4. The term of this AGREEMENT shall begin on the OCTOBER 15<sup>th</sup>, 2019 and shall terminate on September 30, 2020. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.<sup>1</sup>
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below.

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

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

---

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

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

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

**NON-GOVERNMENTAL ORGANIZATION:**

Name of Organization: City NATIONAL BANK

Signature: Steven D Kovar

Printed Name: STEVEN D. KOVAR

Title: Vice President

Date: 10/11, 2019

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Chief Deputy

Printed Name of Official: Tim Ryle

Signature of Official: T Ryle

Date: 10/07, 2019

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

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

By: \_\_\_\_\_

Bill Gravell, Jr.  
Williamson County Judge &  
Presiding Officer, Williamson County Commissioners Court  
710 Main Street, Suite 105  
Georgetown, Texas 78626

**Commissioners Court - Regular Session**

17.

**Meeting Date:** 10/15/2019

Laura Anderson ESD 7 Appointment

**Submitted For:** Valerie Covey

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

**Department:** Commissioner Pct. #3

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on appointing Laura Anderson to the Florence ESD #7 board to fill the vacancy of James Daniels. The term is to commence immediately and continue until December 31, 2020.

**Background**

Laura is a 15 year resident of the Andice Community. She has worked for a homebuilder, lighting store, the City of Georgetown and Florence ISD. She has received two commendations from the City of Georgetown for her superior customer service. Ms. Anderson is a claims adjuster for State Farm and holds eight licenses for eight states. Additionally, she became a licensed real estate agent and was named "Rookie of the Year" in 2016 while with Keller Williams. She has served as a volunteer for GYBA, President of the Softball Booster Club at GHS and President of the Baseball Booster Club at Florence ISD. She has been a Girl Scout Leader and cookie coordinator.

She has been interviewed by Commissioner Covey and Judge Gravell.

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Rachel Rull  
Final Approval Date: 10/10/2019

**Reviewed By**

Andrea Schiele

**Date**

10/10/2019 10:36 AM  
Started On: 10/10/2019 09:15 AM

**Commissioners Court - Regular Session**

**18.**

**Meeting Date:** 10/15/2019

Freeit

**Submitted For:** Randy Barker

**Submitted By:** Kerstin Hancock, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving purchase of Rubrik r6408s as well as support services from Freeit Data Solutions, in the amount of \$199,895.38 as per DIR contract #DIR-TSO-3944, funded by Capital Project P522, and authorizing execution of the quote.

**Background**

This purchase is for additional storage to help protect critical digital evidence. The original purchase was made in February 2019 and is the central item in the Backup and Recovery capital project (P522). Rubrik is used by many government agencies to provide data protection – backup and recovery – hardware and software solutions. This solution is all-inclusive and is sized to grow with the County as needed. Department Contact: Rory Tierney.

**Fiscal Impact**

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

**Attachments**

quote

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Kerstin Hancock  
Final Approval Date: 10/10/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

10/10/2019 09:31 AM  
10/10/2019 09:37 AM  
Started On: 10/08/2019 04:49 PM



**Contract No:** DIR-TSO-3944  
**TAX ID#:** 27-2209002  
**Term:** NET 30  
**FOB:** Destination

**Williamson County**  
 Rory Tierney  
 301 SE Inner Loop Suite 105  
 Georgetown, TX 78626  
 Ph: (512) 943-1457  
 rory.tierney@wilco.org

**Quote Number:** 3452425  
**Quote Date:** 10/9/2019  
**Expiration Date:** 10/24/2019

**Freeit Data Solutions, Inc.**  
 P.O. Box 1572  
 Austin, TX 78767  
 PH: (800) 478-5161 / FAX: (888) 416-0471

**Freeit Contact:** Leslie Spinks  
 (512) 818-9650 Leslie@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
<b>Rubrik r6408s - 3yr Term</b>				
<b>Hardware/Software</b>				
1	RBK-PRO-BUNDLE-R6408S-01	r6408s Appliance, 4-node, 96TB raw, SFP+ NIC, RCDM incl subscription to Polaris GPS, Polaris Radar, CloudOn and Premium Support	\$178,468.18	\$178,468.18
1	RBK-OBJ-STORAGE	Perpetual Archival to On-premises Object Storage/NFS	\$0.00	\$0.00
6	RBK-NAS-DA	NAS Direct Archive	\$3,571.20	\$21,427.20
<b>Subscription Period Duration: 36 Months</b>				
<b>Support</b>				
1	RBK-SVC-PREM-OBJ-STORAGE	Premium Support, Archival to On-premises Object Storage/ NFS	\$0.00	\$0.00
<b>Support Period Duration: 36 Months</b>				

List Total: \$577,836.00  
 DIR Discounted Total: \$537,442.68  
 Shipping and Tax not applicable: \$0.00  
 Additional Discount: (\$337,547.30)  
**Grand Total:** \$199,895.38

Williamson County

Freeit Data Solutions

Leslie Spinks, Account Executive

Printed Name & Title

Printed Name & Title

Signature Date

 10/9/19  
 Signature Date

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the terms and conditions and RMA policy located at www.freeitdata.com unless other terms and conditions are required pursuant to DIR-TSO-3944, which is incorporated herein as if copied in full, and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

**Commissioners Court - Regular Session**

**19.**

**Meeting Date:** 10/15/2019

Adobe Sign

**Submitted For:** Randy Barker

**Submitted By:** Kerstin Hancock, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving purchase for Adobe Sign Enterprise from SHI Government Solutions in the amount of \$59,907.00 as per BuyBoard Contract #579-19.

**Background**

This quote is for the enterprise solution for Adobe Sign to include 12 month license, maintenance and support. Department Contact is Tammy McCulley. Funding Source: 01.0100.0503.005741. No signature is required on this quote.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
----------------	-----------------	--------------------	---------------

**Attachments**

quote

**Form Review**

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 10/10/2019

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

10/10/2019 09:34 AM

10/10/2019 09:39 AM

Started On: 10/09/2019 11:30 AM



Pricing Proposal  
Quotation #: 17827498  
Created On: 10/2/2019  
Valid Until: 10/31/2019

**WILLIAMSON COUNTY**

**Inside Account Manager**

**Tammy McCulley**

301 SE INNERLOOP  
S 105  
ATTN: ACCOUNTS PAYABLE  
GEORGETOWN, TX 78626  
United States  
Phone: (512) 943-1455  
Fax: (512) 943-1488  
Email: tmcculley@wilco.org

**Jeff Rosen**

1301 South Mo-Pac Expressway  
Suite 375  
Austin, TX 78746  
Send PO to: Texas@shi.com  
Phone: 800-870-6079 ext 8686150  
Fax: (512)732-0232  
Email: Jeff\_Rosen@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Adobe Sign Enterprise Per Transaction - 12 Months Adobe - Part#: 210-7043-T Contract Name: BuyBoard - Technology Contract #: 579-19	5000	\$0.00	\$0.00
2 Adobe Acrobat DC Professional with Services SW Subscription Only - Tier 1 - 12 Month Term License Adobe - Part#: 210T-3275-S-T1 Contract Name: BuyBoard - Technology Contract #: 579-19	700	\$69.00	\$48,300.00
3 Adobe Creative Cloud Desktop App - Term License & Maintenance & Support 1 User - 12 Adobe - Part#: 210-3280-1 Contract Name: BuyBoard - Technology Contract #: 579-19 <b>Note:</b> all apps	9	\$795.00	\$7,155.00
4 Adobe Creative Cloud Desktop App - Term License & Maintenance & Support 1 User - 12 Adobe - Part#: 210-3280-1 Contract Name: BuyBoard - Technology Contract #: 579-19 <b>Note:</b> single app	12	\$371.00	\$4,452.00
		<b>Total</b>	<b>\$59,907.00</b>

**Additional Comments**

*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

**Commissioners Court - Regular Session**

**20.**

**Meeting Date:** 10/15/2019

Tyler Odyssey Maintenance and Support

**Submitted For:** Randy Barker

**Submitted By:** Kerstin Hancock, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving purchase for annual support and maintenance for Tyler Technologies' Odyssey Judicial and Jail Software in the amount of \$442,948.61 and exempting Tyler Technologies from the competitive bidding or proposal requirements as established by Section 262.024.(a)(7)(A) of the Texas Local Government Code, as the sole provider of same.

**Background**

This software was competitively bid under the Conference of Urban Counties years ago. A number of public entities were involved in the evaluation process and Tyler Technologies' Odyssey software was chosen to be utilized by various public entities. Tyler Technologies is the only company to provide maintenance and support for their proprietary and patented software. Department Contact is Tammy McCulley. Funding source 01.0100.0503.004505. No signature is required for this renewal.

**Fiscal Impact**

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

**Attachments**

renewal

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Kerstin Hancock  
Final Approval Date: 10/10/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

10/10/2019 09:36 AM  
10/10/2019 09:42 AM  
Started On: 10/09/2019 11:59 AM



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

# Invoice

<b>Invoice No</b>	<b>Date</b>	<b>Page</b>
020-21244	09/01/2019	1 of 2

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



Bill To: Williamson County Information Serv.  
 Attn: Tammy McCulley  
 301 SE Inner Loop, Ste. 105  
 Georgetown, TX 78626

Ship To: Williamson County Information Serv.  
 Attn: Tammy McCulley  
 301 SE Inner Loop, Ste. 105  
 Georgetown, TX 78626

<b>Cust No.-BillTo-ShipTo</b>	<b>Ord No</b>	<b>PO Number</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
41563 - 9905 - 9905	100042		USD	NET30	10/01/2019

Date	Description	Units	Rate	Extended Price
Contract No.: Williamson County				
	Williamson County Odyssey Check Manager Software Standard Maintenance and Support Maintenance: Start: 01/Oct/2019, End: 30/Sep/2020	1	19,952.24	19,952.24
	Williamson County Odyssey Case Manager Enterprise Software Standard Maintenance and Support Maintenance: Start: 01/Oct/2019, End: 30/Sep/2020	1	232,769.62	232,769.62
	Williamson County Odyssey Document Management e-Signatures + merged to TIFF Standard Maintenance and Support Maintenance: Start: 01/Oct/2019, End: 30/Sep/2020	1	1,063.85	1,063.85
	Williamson County Odyssey Document Management Record on Appeal Creator Standard Maintenance and Support Maintenance: Start: 01/Oct/2019, End: 30/Sep/2020	1	3,458.41	3,458.41
	Williamson County Odyssey Integration Toolkits: Jail Manager Libraries Standard Maintenance and Support Maintenance: Start: 01/Oct/2019, End: 30/Sep/2020	1	13,301.09	13,301.09
	Williamson County Odyssey Jail / Law Enforcement Software Standard Maintenance and Support Maintenance: Start: 01/Oct/2019, End: 30/Sep/2020	1	83,132.08	83,132.08
	Williamson County Tyler Jury Software Standard Maintenance and Support Maintenance: Start: 01/Oct/2019, End: 30/Sep/2020	1	15,961.30	15,961.30
	Odyssey SessionsWorks Judge Edition - Standard Annual Maintenance Maintenance Start: 01/Oct/2019, End: 30/Sep/2020	1	15,337.19	15,337.19
	Electronic Signatures + Merged to Tiff Annual Maintenance Maintenance: Start: 01/Oct/2019, End: 30/Sep/2020	1	7,090.71	7,090.71
	Integration Toolkits - Case Manager Libraries Standard Annual Maintenance Maintenance Start: 01/Oct/2019, End: 30/Sep/2020	1	4,589.45	4,589.45
	Odyssey Continuous Improvement Program (CIP) Annual Agreement Maintenance: Start: 01/Oct/2019, End: 30/Sep/2020	1	39,111.44	39,111.44
	Inmate Fingerprint Biometrics - Standard Annual Maintenance Maintenance Start: 01/Oct/2019, End: 30/Sep/2020	1	2,725.45	2,725.45
	Odyssey Jury Web Portal Standard Maintenance and Support Maintenance: Start: 01/Oct/2019, End: 30/Sep/2020	1	4,455.78	4,455.78



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

# Invoice

<b>Invoice No</b>	<b>Date</b>	<b>Page</b>
020-21244	09/01/2019	2 of 2

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

Bill To: Williamson County Information Serv.  
 Attn: Tammy McCulley  
 301 SE Inner Loop, Ste. 105  
 Georgetown, TX 78626

Ship To: Williamson County Information Serv.  
 Attn: Tammy McCulley  
 301 SE Inner Loop, Ste. 105  
 Georgetown, TX 78626

<b>Cust No.-BillTo-ShipTo</b>	<b>Ord No</b>	<b>PO Number</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
41563 - 9905 - 9905	100042		USD	NET30	10/01/2019

Date	Description	Units	Rate	Extended Price
------	-------------	-------	------	----------------

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

Subtotal	442,948.61
Sales Tax	0.00
Invoice Total	442,948.61

**Commissioners Court - Regular Session**

**21.**

**Meeting Date:** 10/15/2019

Data Gain DIMS system

**Submitted For:** Randy Barker

**Submitted By:** Kerstin Hancock, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving purchase of Drug Information Management System (DIMS) software from Datagain in the amount of \$1,800, and authorizing execution of the associated documents.

**Background**

The \$1,800 fee is for the annual subscription and includes the system set-up, configuration, data migration and end-user training. Department contacts are Minnie Beteille and Kathy Pierce. Funding Source: Veteran's Grant 404P/404A.

**Fiscal Impact**

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

**Attachments**

[Master Subscription Agreement](#)

[DIMS order form](#)

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Kerstin Hancock  
Final Approval Date: 10/10/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

10/10/2019 09:41 AM  
10/10/2019 10:50 AM  
Started On: 10/09/2019 12:53 PM

This MASTER SUBSCRIPTION AGREEMENT FOR DIMS, including all exhibits hereto (this “**Agreement**”), is made and entered into on 10/9/2018, 2019 (“Effective Date”) by and between Datagain Inc. (“**Datagain**”) a New Jersey corporation having offices at 709 Mainsail Lane, Secaucus, New Jersey, USA and County Court at Law 2 (“**Client**”), a Treatment Court having its principal place of business at Williamson County, Texas

THIS MASTER SUBSCRIPTION AGREEMENT (“AGREEMENT”) GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS.

Where necessary, Datagain or Client is individually referred to as a “Party” and collectively as “Parties” in this Agreement.

NOW THEREFORE, the Parties intending to be legally bound agree as follows:

## 1. DEFINITIONS

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Datagain Technology**" means all of the proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, APIs, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Client by Datagain in providing the Services;

"**Services**" means the products and services offered by Datagain and made available to Client via the customer login link and/or other web pages designated by Datagain.

"**Content**" means the documents, software, products and services contained or made available to Client in the course of using the Services that does not contain any Client information or data; “Content” exclude Non-Datagain Applications and content.

"**Non-Datagain Applications and Content**" means online and offline software products, services and content that are provided by entities or individuals other than Datagain and are clearly identified as such, and that interoperate with the Services with Datagain’s written consent.

"**Order Form**" means the documents for placing orders hereunder, which are entered into

between Client and Datagain from time to time. Order Form(s) shall be deemed incorporated herein by reference.

**"Purchased Services"** means Services that Client purchases under an Order Form, as distinguished from those provided pursuant to a free trial.

**"Malicious Code"** means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

**"Users"** means individuals who are authorized by Client to use the Services, for whom subscriptions to the Services have been ordered, and who have been supplied user identifications and passwords by Client (or by Datagain at Client request). Users include Client employees, consultants, contractors and agents, provided however, Datagain's competitors or vendors of complimentary products are not Users and may not access or view the Services without our express written consent.

**"Client Data"** means all electronic data or information submitted by Client to the Purchased Services.

## 2. SERVICES

**2.1. Provision of Services.** Datagain shall make the Services available to Client pursuant to this Agreement and the relevant Order Forms during a subscription term. Client purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Datagain regarding future functionality or features. This does not include browser or device compatibility related upgrades and fixes.

**2.2. User Subscriptions.** Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users as described in the Order Form(s), (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

## 3. USE OF THE SERVICES

**3.1. License Grant.** Datagain hereby grant's Client a non-exclusive, non-transferable, worldwide right to use the Services as described on the relevant Order Form(s), solely for Client's internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to Client are reserved by Datagain.

**3.2. Restrictions.** Client shall not permit third parties, without Datagain's express written consent, (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or the Content in any way for any reason; (ii) modify or make derivative works based upon the Services, Datagain Technology or the Content; or (iii) reverse engineer or access the Services in order to (a) build a complimentary or competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Services, or (c) copy any ideas, features, functions or graphics of the Services. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Services. A violation of this paragraph 3.2 shall be considered a material breach of the contract.

**3.3. Our Responsibilities.** Datagain shall: (i) provide basic support for the Services to Client including a) phone and email technical support, b) user guides and FAQs c) dedicated account manager (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for (a) planned downtime of which Datagain shall give Client written notice, or (b) any unavailability of the Services caused by circumstances beyond Datagain's reasonable control, (iii) provide the Services only in accordance with applicable laws and government regulations, and (iv) to comply in all respects with the applicable laws, codes, rules, regulations and decisions of any legislative, administrative or judicial body exercising any power or jurisdiction over any Services described in this Agreement. The Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications.

**3.4. Protection of Client Data.** Datagain shall maintain, or cause to be maintained, commercially reasonable and appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Client Data stored with Datagain's hosting vendor. We shall not (a) modify Client's Data, (b) disclose, provide, rent, or sell Client's Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by Client, or (c) access Client Data except to provide the Services and prevent or address service or technical problems, or at Client's request in connection with customer support matters.

**3.5. Data Storage.** Datagain will determine the locations of the data centers in which Client Data will be stored and accessible by Client Users.

**3.6. Client Responsibilities.** Client shall (i) be responsible for Users' compliance with

this Agreement, (ii) be responsible for the accuracy, quality and legality of Client's Data and of the means by which Client acquired the Data, (iii) if applicable to Client, maintain processes, controls and procedures to ensure Client Users compliance with statutory and regulatory requirements, (iv) prevent unauthorized access to or use of the Services, and notify Datagain promptly of any such unauthorized access or use of any password or account or any other breach of security, (v) use the Services only in accordance with the applicable laws and government regulations, (vi) provide all hardware, systems software and third party software for Services that run on Client's servers, and (vii) provide desktop computers and related software to operate the Services. Client shall not (a) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks. Client is responsible for all activities undertaken by Client Users which result in unauthorized access to Client data.

**3.7. Storage Limitations.** There is no limit on the amount of data or documents Client may store in the Services.

#### 4. NON-DATAGAIN APPLICATIONS AND CONTENT

**4.1. Acquisition of Non-Datagain Applications and Content.** Datagain may from time to time make available to Client third-party products or services, including but not limited to Non-Datagain Applications and Content, training and other consulting services. In no event shall Client be obligated to purchase any third-party products or services available from Datagain. Any acquisition by Client of such Non-Datagain Applications or Content, and any exchange of data between Client and any Non-Datagain provider, is solely between Client and the applicable Non-Datagain provider of such applications or content. Datagain does not warrant or support Non-Datagain Applications or Content, whether or not they are designated by Datagain as "certified" or otherwise, except as explicitly specified in an Order Form. Datagain has the authority to utilize and integrate other third party software into Datagain's product. No purchase of Non-Datagain Applications or Content is required to use the Services except a supported computing device, operating system, compliant web browser and Internet connection.

#### 5. FEES AND PAYMENT FOR SERVICES

**5.1. Fees.** Client shall pay all undisputed fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable.

**5.2. Invoicing and Payment.** Client will provide Datagain with a valid purchase order

or alternative purchase confirmation document which is reasonably acceptable to Datagain. Datagain will issue Invoices in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due Net 30 days from the invoice date. Client is responsible for providing complete and accurate billing and contact information and notifying of any changes.

**5.3. Suspension of Service.** If any amount owed by Client under this or any other agreement for Datagain's services is sixty (60) or more days overdue, Datagain may suspend the Services until such amounts are paid in full. Datagain will give at least fifteen (15) days' prior notice that the account is overdue before suspending services.

**5.4. Payment Disputes.** Datagain shall not exercise the rights under Section 5.3 (Suspension of Service) if Client is disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

**5.5. Taxes.** Unless otherwise stated on the Order Form, Datagain's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Client is responsible for paying all Taxes associated with the purchases hereunder. Datagain is solely responsible for taxes assessable based on Datagain's income, property and employees.

## 6. PROPRIETARY RIGHTS

**6.1. Reservation of Rights in Services.** Datagain alone (and the licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, to the Services, Datagain Technology and Content. This Agreement is not a sale and does not convey any rights of ownership in or related to the Services, Content, Datagain Technology or the Intellectual Property Rights owned by Datagain (or our licensors, where applicable.) The logo, and the product names associated with the Services are trademarks of Datagain, and no right or license is granted to Client to use them, except in training materials prepared by Client for internal use.

- 6.2. Client Data.** Subject to the limited rights granted by Client hereunder, Datagain acquires no right, title or interest from Client under this Agreement in or to Client Data, including any intellectual property rights therein.

## 7. CONFIDENTIALITY

**7.1. Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential or proprietary information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated in writing as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

Confidential Information shall include Client Data; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Client Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party, or (v) was disclosed with written permission from the Disclosing Party to Receiving Party.

**7.2. Protection of Confidential Information.** The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement.

**7.3. Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

## 8. WARRANTIES AND DISCLAIMERS

**8.1. Warranties.** Datagain warrants throughout the term of this Agreement that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with the described workflows and functionalities (iii) the functionality of the Services will not be materially decreased during a subscription term. For any breach of a warranty above, the exclusive remedy shall be for Datagain to re-perform the Services or terminate the Agreement as provided in Section 11 (Term and Termination).

**8.2. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 9. INDEMNIFICATION

**9.1. Indemnification by Client.** Client shall indemnify and hold Datagain, its directors, officers, suppliers, employees, agents, subcontractors, affiliates and business partners harmless from and against any loss, damage or expense (including reasonable attorney fees) incurred in connection with any claims, suit or other action by any third party against Datagain, arising as a result of Client's negligent use of the Datagain's Service or a breach of any of Client's obligations under this Agreement

**9.2. Indemnification by Datagain.** Datagain shall indemnify and hold Client, its directors, officers, suppliers, employees, agents, subcontractors, affiliates and business partners harmless from and against any loss, damage or expense (including reasonable attorney fees) incurred arising from or related to Datagain's negligence in its performance of the Services, including any claims, suit or other action by any third party against Client alleging that Datagain's Service infringe such third party's intellectual property rights.

## 10. LIMITATION OF LIABILITY

**10.1.** EXCEPT FOR A PARTY'S BREACH OF SECTION 7 (CONFIDENTIALITY) OR A PARTY'S INDEMNIFICATION OBLIGATIONS, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT, CONTRACT, PRODUCT LIABILITY, NEGLIGENCE, OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. EXCEPT AS PROVIDED IN THIS AGREEMENT, DATAGAIN WILL NOT BE LIABLE FOR ANY LOSS RESULTING FROM SERVICE USER'S USE OR INABILITY TO USE DATAGAIN SERVICE EVEN IF DATAGAIN SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. EXCEPT FOR A BREACH OF CONFIDENTIALITY OR OBLIGATIONS UNDER INDEMNIFICATION, IN NO EVENT SHALL THE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY CLAIM OR ACTION ARISING OUT OF THIS AGREEMENT EXCEED TWO TIMES (2x) THE AGGREGATE OF ALL AMOUNTS PAID BY Client TO DATAGAIN IN THE SIX (6) MONTHS PRECEDING INITIATION OF SUCH CLAIM OR ACTION.

## 11. TERM AND TERMINATION

**11.1. Term of Agreement.** The Term of this Agreement shall commence as of the Effective Date and shall continue for a period of one (1) year ("Initial Term"). After the Initial Term this Agreement shall only renew for successive periods of one year each, upon advance notification of term end date by Datagain and confirmation of renewal by Client, at least thirty (30) days prior to end of the then current term.

**11.2. Termination for Breach.** Either party may terminate this Agreement for breach of any of the terms of this Agreement by the other party, if such breach is not cured or has

begun to cure by the other party within sixty (60) days of written notice by such party informing the other party of such breach.

**11.3. Termination for Convenience.** After the Initial Term, Client may terminate this Agreement for convenience by providing Datagain a written notice of termination thirty (30) days prior to the intended date of termination. Client is not entitled to terminate this Agreement during the Initial Term.

**11.4. Termination for Datagain Service Discontinuation.** Datagain may terminate this Agreement upon written notice to Client in the event that Datagain discontinues the Service, provided that (i) Datagain shall issue the notice within one (1) month from the date of public announcement of such discontinuation of the Service; and (ii) Datagain shall, upon request by Client, continue to provide the Service to Client for a period up to 1 (one) year from the date of such notice.

**11.5. Refund or Payment upon Termination.** Upon any termination for cause by Client, Datagain shall refund any prepaid fees covering the remainder of the term of all subscriptions as of the date of the breach and such refund will be paid after the effective date of termination. In no event shall any termination relieve Client of the obligation to pay any undisputed fees payable to Datagain for the period prior to the effective date of termination.

**11.6. Return of Client Data.** Upon written request by Client on or before the effective date of the expiration of the subscriptions or any termination of the Services, Datagain will make available for download a file containing Client Data in a MS SQL database formatted file.

**11.7. Surviving Provisions.** Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 9 (Indemnification), 10 (Limitation of Liability), 11.5 (Refund or Payment upon Termination), 11.6 (Return of Your Data), 12 (General Provisions) shall survive any termination or expiration of this Agreement.

## 12. GENERAL PROVISIONS

**12.1. Entire Agreement.** This Agreement, including the attached exhibits, constitutes and contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes any and all prior agreements, negotiations, correspondence, understandings and communications between the parties, whether written or oral, concerning the subject matter hereof.

**12.2. Governing Law and Jurisdiction.** This Agreement shall be governed by and construed strictly in accordance with the laws of the State of Delaware (excluding the rules governing conflict of laws). Any dispute arising out of or resulting from this Agreement shall be subject to the exclusive jurisdiction of courts in Delaware to the

exclusion of all other courts.

**12.3. Waiver of Jury Trial.** Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

**12.4. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**12.5. Amendment.** No changes, modifications or amendment of any nature made to this Agreement shall be valid unless evidenced in writing and signed for and on behalf of both parties by the respective authorized representatives.

**12.6. Severability.** If any provision in this Agreement is found or held to be invalid or unenforceable, then the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement which shall remain in full force and effect. However, if the severed provision is essential and material to the rights or benefits received by either party, the parties shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or Agreement which most nearly approximates to their intent in entering into this Agreement.

**12.7. Assignment.** Neither Party shall assign, lease, rent, delegate or otherwise transfer its licenses and other rights as well as duties under this Agreement except with the prior written consent of the non-assigning Party, which shall not be unreasonably withheld. Any assignment in derogation of this provision will be void.

**12.8. Waiver.** Any waiver of any obligation of the either party arising out of this Agreement shall not take effect unless agreed to in writing by both the parties to this Agreement.

**12.9 Counterparts.** This Agreement may be executed, either physically or electronically, in one or more counterparts, all of which shall be considered original and constituting one and the same agreement.

**12.10. No Third-Party Beneficiaries.** Nothing contained in this Agreement shall be construed so as to confer any right, benefit or remedy upon any third party to this Agreement.

**12.11. Interpretation.** This Agreement has been independently negotiated between the parties. Accordingly, no provision of this Agreement shall be construed against one party by reason of such party being deemed the “author” of the Agreement. Section headings are not to be considered a part of this Agreement or to be a full and accurate description of the contents hereof. The terms of this Agreement shall be considered as confidential information of both the parties and both parties shall be bound to maintain the confidentiality of the terms of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR RESPECTIVE DULY AUTHORIZED OFFICERS AS OF THE DATE FIRST WRITTEN ABOVE.

Datagain

Sign:   
Name: Vivek Jha  
Title: Project Manager  
Date: 10/9/2018

Client.  
Sign: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## DIMS ORDER FORM

<b>Order Form No.:</b>	10032019163600
<b>Customer Name:</b>	Williamson County Court at Law # 2
<b>Project Name:</b>	DIMS platform
<b>Customer Contact:</b>	Kathy Pierce
<b>Datagain Contact:</b>	Vivek Jha, (203) 514-1141, vivek@datagainservices.com
<b>Order Form Date:</b>	10/03/2019
<b>Order Form Expiration Date:</b>	03/03/2020

### ONE TIME COST – Product Setup and Training

Item	Description	Line Amount
<b>DIMS Configuration</b>	System set-up configuration, data migration and end-user training. Invoice to be issued upon signing of this Order Form.	\$0
Customization		\$0
<b>Total One Time Costs</b>		\$0

### YEARLY COST – DIMS Subscription Fees

- Annual Product Subscription License(s).
- Subscription dates (12-month duration),
- Unlimited User Licenses
- Limited for exclusive use by client

Dockets	Licensed (Yes/No)	Line Amount
Co-occurring Court		
DUI Court		
Adult Court		
Juvenile Court		
Mental Health Court		
Veteran's Court	Yes	\$1800
Family Drug Court		
Tribal Court		
Recovery Management		
MAT		
<b>TOTAL</b>		\$1800

**PAYMENT TERMS:**

- Payment terms are NET 30
- Yearly Invoice will be issued.

**GENERAL NOTES:**

- The pricing, discounts and inclusions shown in this Order Form are subject to revocation if a signed Order Form is not received by Datagain before the close of business on the Order Expiration Date set forth above.
- Purchased Services shall automatically renew at the end of the current term.
- Annual Subscription shall include software license, Hosting (Amazon Web Services), Reporting Licenses, Updates, Upgrades, Maintenance and Support as defined in the Master Subscription Agreement.
- Additional work or services requested, such as customizations, localization tasks or interoperability with third-party systems, shall be billed as Time & Materials (based on current-year hourly rate) and will require a separate Work Order.

**By signing below, I represent that I am validly authorized to enter into this Order Form and related Master Subscription Agreement and accept their terms and conditions.**

Datagain  
Sign:   
Name: Vivek Jha  
Title: Project Manager  
Date: 10/03/2019

Client  
Sign: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**Commissioners Court - Regular Session**

**22.**

**Meeting Date:** 10/15/2019

Freeit

**Submitted For:** Randy Barker

**Submitted By:** Kerstin Hancock, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving purchase for Informacast Advanced Notification Subscription from Freelt Data Solutions, in the amount of \$4,375 as per DIR-TSO-3944 and authorizing the execution of the agreement.

**Background**

This is for a 1-year subscription. Department contact is Rory Tierney. Funding Source 01.0100.0503.004505

**Fiscal Impact**

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

**Attachments**

quote

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Kerstin Hancock  
Final Approval Date: 10/10/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

10/10/2019 09:33 AM  
10/10/2019 11:01 AM  
Started On: 10/09/2019 02:56 PM



DATA SOLUTIONS

**Williamson County**  
 Thomas Gillespie  
 301 SE Inner Loop Suite 105  
 Georgetown, TX 78626  
 Ph: (512) 763-5584  
 thomas.gillespie@wilco.org

**Quote Number:** 666351  
**Quote Date:** 10/9/2019  
**Expiration Date:** 11/8/2019

**Contract No:** DIR-TSO-3944  
**TAX ID#:** 27-2209002  
**Term:** NET 30  
**FOB:** Destination

**Freit Data Solutions, Inc.**  
 P.O. Box 1572  
 Austin, TX 78767  
 PH: (800) 478-5161 / FAX: (888) 416-0471

**Freit Contact:** Leslie Spinks  
 (512) 818-9650 Leslie@freitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
<b>Freit Data Solutions InformaCast Renewal - 1yr Term</b>				
<b>Subscription</b>				
500	FDS-SS-1YR-ICA-TIER 2	InformaCast Advanced Notification - 1 Year Subscription - Tier 2 (Qty 250 - 950)	\$8.75	\$4,375.00
<b>Support Period Start Date:</b> 09/06/2019				
<b>Support Period Duration:</b> 12 Months				

List Total: \$5,145.00  
 DIR Discounted Total: \$4,375.00  
 Shipping and Tax not applicable: \$0.00  
 Grand Total: \$4,375.00

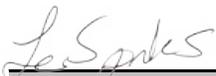
Williamson County

Freit Data Solutions

Printed Name & Title

Leslie Spinks, Account Executive  
 Printed Name & Title

Signature Date

 10/9/19  
 Signature Date

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the terms and conditions and RMA policy located at www.freitdata.com unless other terms and conditions are required pursuant to DIR-TSO-3944, which is incorporated herein as if copied in full, and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

**Commissioners Court - Regular Session**

**23.**

**Meeting Date:** 10/15/2019

Approval of Tyler Technology Orion Purchase for Tax

**Submitted For:** Randy Barker

**Submitted By:** Erica Smith, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing the purchase of Tyler Technologies Collections Online yearly maintenance in the amount of \$87,085 for the Williamson County Tax Office.

**Background**

The Tyler Technologies Orion Software has been previously approved as a sole source. Yearly maintenance covers the period from 10/1/2019 through 9/30/2020. This was budgeted for FY2020 as this is a yearly purchase. This expenditure will be charged to 01.0100.0499.004208. Department Contact is Larry Gaddes, Tax Assessor-Collector.

**Fiscal Impact**

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

**Attachments**

Tyler Technologies Orion

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Erica Smith  
Final Approval Date: 10/10/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

10/10/2019 09:54 AM  
10/10/2019 10:13 AM  
Started On: 10/04/2019 02:12 PM



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

# Invoice

<b>Invoice No</b>	<b>Date</b>	<b>Page</b>
070-3659	09/01/2019	1 of 1

**Questions:**  
 Tyler Technologies - Appraisal & Tax  
 Phone: 1-800-772-2260 Press 2, then 4  
 Email: ar@tylertech.com



Bill To: Williamson County Tax Office  
 904 South Main  
 GEORGETOWN, TX 78626

Ship To: Williamson County Tax Office  
 904 South Main  
 GEORGETOWN, TX 78626

<b>Cust No.-BillTo-ShipTo</b>	<b>Ord No</b>	<b>PO Number</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
48898 - MAIN - MAIN	3240		USD	NET30	10/01/2019

Date	Description	Units	Rate	Extended Price
Contract No.: Williamson County Tax Off				
	Orion: Collections Online	1	87,085.00	87,085.00
Maintenance: Start: 01/Oct/2019, End: 30/Sep/2020				

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

Subtotal	87,085.00
Sales Tax	0.00
Invoice Total	87,085.00

**Commissioners Court - Regular Session**

**24.**

**Meeting Date:** 10/15/2019

Motorola FY20 Maintenance Service Contracts Renewal

**Submitted For:** Randy Barker

**Submitted By:** Kerstin Hancock, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving Fiscal Year 2020 Motorola Maintenance Service contracts USC000026317, USC000065474, USC000007033, USC000004587 USC000020867, USC000002959, in the total amount of \$1,126,350.45 as per HGAC Contract #RA05-18 and authorizing execution of the agreements.

**Background**

These contract renewals are to provide the County's mission critical radio communications systems with 24/7 365 support and maintenance from Motorola. The DAS/BDA contracts are specifically for the in-building signal boosters installed in critical buildings throughout the county. Tower Maintenance is for the County's fixed infrastructure tower sites and the AVIAT contract supports the microwave radio equipment located at the tower sites. The Gold Elite contract supports the County's dispatch center and response vehicles technologies. Department Contact Thomas Piche.

Funding Sources: 01.0100.0507.004500; 01.0100.0587.004500; 01.0100.0581.004500; 01.0100.0570.004500

**Fiscal Impact**

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

**Attachments**

Aviat

Tower Maintenance

Juniper

Jail DAS

Wilco BDA without Jail

Gold package

coop agreement

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Kerstin Hancock  
Final Approval Date: 10/10/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

10/10/2019 09:44 AM  
10/10/2019 09:59 AM  
Started On: 10/03/2019 11:30 AM



# SERVICE AGREEMENT

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Quote Number :  
Contract Number: USC000004587  
Contract Modifier:

Date: 04/12/2019

Company Name: WILLIAMSON COUNTY
Attn:
Billing Address: 200 WILCO WAY
City, State, Zip: GEORGETOWN , TX, 78626
Customer Contact:
Phone:

Required P.O. : No  
Customer # : 1035809592  
Bill to Tag # : 0001  
Contract Start Date : 01-Oct-2019  
Contract End Date : 30-Sep-2020  
Anniversary Day : Sep 30th  
Payment Cycle : ANNUALLY  
PO # :

Qty	Service Name	Service Description	Extended Amt
1	SVC02SVC0028C	SP - FSO MAINTENANCE SERVICES	\$9,800.00
Subtotal - Recurring Services			\$9,800.00
Subtotal - One-Time Event Services			\$0.00
Total			\$9,800.00
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS: Agreement as per HGAC RA05-18

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
<i>Reid Russek</i>	CSM	10/3/2019
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Reid Russek	832-361-1002	



1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

## SERVICE AGREEMENT

Quote Number :  
Contract Number: USC000004587  
Contract Modifier:

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : WILLIAMSON COUNTY  
Contract Number : USC000004587  
Contract Modifier :  
Contract Start Date : 01-Oct-2019  
Contract End Date : 30-Sep-2020

## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

### Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

### Section 6. TIME AND PLACE OF SERVICE



# SERVICE AGREEMENT

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Quote Number :  
Contract Number: USC000004587  
Contract Modifier:

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

## Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

## Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index ([https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex\\_midwest.htm](https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_midwest.htm)), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics

## Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

## Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR**



1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

## SERVICE AGREEMENT

Quote Number :  
Contract Number: USC000004587  
Contract Modifier:

THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

### Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

### Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

### Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

### Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

### Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

### Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.



## SERVICE AGREEMENT

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Quote Number :  
Contract Number: USC000004587  
Contract Modifier:

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018



# SERVICE AGREEMENT

1299 E Algonquin Rd  
 Attn: National Service Support, IL06 Door # 82  
 Schaumburg, IL 60196

Quote Number : QUOTE-332696  
 Contract Number: USC000026317  
 Contract Modifier: R0219

Date: 02/19/2019

Company Name: WILLIAMSON COUNTY
Attn:
Billing Address: 200 WILCO WAY
City, State, Zip: GEORGETOWN , TX, 78626
Customer Contact:
Phone:

Required P.O. : No  
 Customer # : 1035809592  
 Bill to Tag # : 0001  
 Contract Start Date : 01-Oct-2019  
 Contract End Date : 30-Sep-2020  
 Anniversary Day : Sep 30th  
 Payment Cycle : MONTHLY  
 PO # :

Qty	Service Name	Service Description	Extended Amt
1	LSV01S00518A	ASTRO ADV+	\$511,212.93
	SVC01SVC0032C	ASTRO NETWORK MONITORING-CTD	\$0.00
	SVC01SVC1105C	ASTRO CUSTOMER TECHNICIAN DISPATCH	\$0.00
	SVC02SVC0006C	MS - VENDOR MANAGEMENT	\$116,515.01
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$3,160.74
	SVC04SVC0178A	SYS UPGRADE AGRMT II-SITE	\$77,282.55
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$2,317.87
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE-PREMIER	\$2,317.87
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$421.43
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	\$1,106.26
	SVC02SVC0004C	MS - NETWORK MANAGEMENT	\$36,917.42
		Subtotal - Recurring Services	\$62,604.34
		Subtotal - One-Time Event Services	\$0.00
		Total	\$62,604.34
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

**SPECIAL INSTRUCTIONS:** Agreement as per HGAC RA05-18

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.



# SERVICE AGREEMENT

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Quote Number : QUOTE-332696  
Contract Number: USC000026317  
Contract Modifier: R0219

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

---

CUSTOMER (PRINT NAME)

RSM

10/3/2019

---

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

Mark Thor

---

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : WILLIAMSON COUNTY  
Contract Number : USC000026317  
Contract Modifier : R0219  
Contract Start Date : 01-Oct-2019  
Contract End Date : 30-Sep-2020



# SERVICE AGREEMENT

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Quote Number : QUOTE-385185  
Contract Number: USC000007033  
Contract Modifier: R0212

Date: 03/15/2019

Company Name: WILLIAMSON COUNTY
Attn:
Billing Address: 200 WILCO WAY
City, State, Zip: GEORGETOWN , TX, 78626
Customer Contact:
Phone:

Required P.O. : No  
Customer # : 1035809592  
Bill to Tag # : 0001  
Contract Start Date : 01-Oct-2019  
Contract End Date : 30-Sep-2020  
Anniversary Day : Sep 30th  
Payment Cycle : ANNUALLY  
PO # :

Qty	Service Name	Service Description	Extended Amt
1	SVC02SVC0028C	SP - FSO MAINTENANCE SERVICES	\$38,634.56
		Subtotal - Recurring Services	\$3,219.55
		Subtotal - One-Time Event Services	\$0.00
		Total	\$3,219.55
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS: Agreement as per HGAC RA05-18

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

*Reid Russek*

CSM

10/3/2019

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE



1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

## SERVICE AGREEMENT

Quote Number : QUOTE-385185  
Contract Number: USC000007033  
Contract Modifier: R0212

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : WILLIAMSON COUNTY  
Contract Number : USC000007033  
Contract Modifier : R0212  
Contract Start Date : 01-Oct-2019  
Contract End Date : 30-Sep-2020



# SERVICE AGREEMENT

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Quote Number : QUOTE-385185  
Contract Number: USC000007033  
Contract Modifier: R0212

## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

### Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



# SERVICE AGREEMENT

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Quote Number : QUOTE-385185  
Contract Number: USC000007033  
Contract Modifier: R0212

## Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

## Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

## Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

## Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

## Section 11. LIMITATION OF LIABILITY



# SERVICE AGREEMENT

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Quote Number : QUOTE-385185  
Contract Number: USC000007033  
Contract Modifier: R0212

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

## Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

## Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

## Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

## Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

## Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

## Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.



## SERVICE AGREEMENT

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Quote Number : QUOTE-385185  
Contract Number: USC000007033  
Contract Modifier: R0212

- 17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.
- 17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.
- 17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.
- 17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.
- 17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.
- 17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018



# SERVICE AGREEMENT

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Quote Number :  
Contract Number: USC000065474  
Contract Modifier:

Date: 04/12/2019

Company Name: WILLIAMSON COUNTY
Attn:
Billing Address: 200 WILCO WAY
City, State, Zip: GEORGETOWN , TX, 78626
Customer Contact:
Phone:

Required P.O. : No  
Customer # : 1035809592  
Bill to Tag # : 0083  
Contract Start Date : 01-Oct-2019  
Contract End Date : 30-Sep-2020  
Anniversary Day : Sep 30th  
Payment Cycle : MONTHLY  
PO # :

Qty	Service Name	Service Description	Extended Amt
1	SVC02SVC0028C	SP - FSO MAINTENANCE SERVICES	\$3,636.00
Subtotal - Recurring Services			\$3,636.00
Subtotal - One-Time Event Services			\$0.00
Total			\$3,636.00
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS: Agreement as per HGAC RA05-18

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

\_\_\_\_\_  
AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

*Reid Russek*

CSM

10/3/2019

\_\_\_\_\_  
MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE



1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

## SERVICE AGREEMENT

Quote Number : QUOTE-377186  
Contract Number: USC000065474  
Contract Modifier: R0312

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : WILLIAMSON COUNTY  
Contract Number : USC000065474  
Contract Modifier : R0312  
Contract Start Date : 01-May-2019  
Contract End Date : 30-Sep-2019



# SERVICE AGREEMENT

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Quote Number : QUOTE-377186  
Contract Number: USC000065474  
Contract Modifier: R0312

## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

### Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

### Section 6. TIME AND PLACE OF SERVICE



# SERVICE AGREEMENT

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Quote Number : QUOTE-377186  
Contract Number: USC000065474  
Contract Modifier: R0312

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

## Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

## Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index ([https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex\\_midwest.htm](https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_midwest.htm)), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics

## Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

## Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR



# SERVICE AGREEMENT

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Quote Number : QUOTE-377186  
Contract Number: USC000065474  
Contract Modifier: R0312

THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

## Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

## Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

## Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

## Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

## Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

## Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.



## SERVICE AGREEMENT

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Quote Number : QUOTE-377186  
Contract Number: USC000065474  
Contract Modifier: R0312

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018



# SERVICE AGREEMENT

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Quote Number : QUOTE-377226  
Contract Number: USC000002959  
Contract Modifier: RTEST

Date: 03/12/2019

Company Name: WILLIAMSON COUNTY
Attn:
Billing Address: 200 WILCO WAY
City, State, Zip: GEORGETOWN , TX, 78626
Customer Contact:
Phone:

Required P.O. : No  
Customer # : 1035809592  
Bill to Tag # : 0001  
Contract Start Date : 01-Oct-2019  
Contract End Date : 30-Sep-2020  
Anniversary Day : Sep 30th  
Payment Cycle : ANNUALLY  
PO # : 169451

Qty	Service Name	Service Description	Extended Amt
1	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$400.04
	SVC01SVC2007C	SP-ONSITE INFRA RESP	\$2,677.44
		Subtotal - Recurring Services	\$256.46
		Subtotal - One-Time Event Services	\$0.00
		Total	\$256.46
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

**SPECIAL INSTRUCTIONS:** Agreement as per HGAC RA05-18

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

\_\_\_\_\_  
AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

\_\_\_\_\_  
CUSTOMER (PRINT NAME)

*Reid Russek* CSM 10/3/2019  
\_\_\_\_\_  
MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE



## SERVICE AGREEMENT

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Quote Number : QUOTE-377226  
Contract Number: USC000002959  
Contract Modifier: RTEST

---

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : WILLIAMSON COUNTY  
Contract Number : USC000002959  
Contract Modifier : RTEST  
Contract Start Date : 01-Oct-2019  
Contract End Date : 30-Sep-2020

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Quote Number : QUOTE-377226  
Contract Number: USC000002959  
Contract Modifier: RTEST

## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

### Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



# SERVICE AGREEMENT

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Quote Number : QUOTE-377226  
Contract Number: USC000002959  
Contract Modifier: RTEST

## Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

## Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

## Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

## Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

## Section 11. LIMITATION OF LIABILITY



# SERVICE AGREEMENT

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Quote Number : QUOTE-377226  
Contract Number: USC000002959  
Contract Modifier: RTEST

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

## Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

## Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

## Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

## Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

## Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

## Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.



## SERVICE AGREEMENT

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Quote Number : QUOTE-377226  
Contract Number: USC000002959  
Contract Modifier: RTEST

- 17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.
- 17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.
- 17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.
- 17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.
- 17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.
- 17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018



# SERVICE AGREEMENT

1299 E Algonquin Rd  
 Attn: National Service Support, IL06 Door # 82  
 Schaumburg, IL 60196

Quote Number : QUOTE-366248  
 Contract Number: USC000020867  
 Contract Modifier: R0221

Date: 03/07/2019

Company Name: WILLIAMSON COUNTY
Attn:
Billing Address: 200 WILCO WAY
City, State, Zip: GEORGETOWN , TX, 78626
Customer Contact:
Phone:

Required P.O. : Yes  
 Customer # : 1035809592  
 Bill to Tag # : 0042  
 Contract Start Date : 01-Oct-2019  
 Contract End Date : 30-Sep-2020  
 Anniversary Day : Sep 30th  
 Payment Cycle : MONTHLY  
 PO # : 169483

Qty	Service Name	Service Description	Extended Amt
1	SVC02SVC0127A	NICE GOLD PACKAGE	\$107,388.33
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$25,453.85
	SVC04SVC0178A	SYS UPGRADE AGRMT II-SITE	\$89,371.42
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$948.06
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$880.72
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	\$55,885.37
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	\$22,090.92
	SVC01SVC0335A	NETWORK PREVENTIVE MAINT-LEVEL 1	\$13,642.90
	SVC01SVC1103C	ASTRO NETWORK MONITORING	\$4,288.76
Subtotal - Recurring Services			\$319,950.33
Subtotal - One-Time Event Services			\$0.00
Total			\$319,950.33
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

**SPECIAL INSTRUCTIONS:** Agreement as per HGAC RA05-18

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

\_\_\_\_\_  
 AUTHORIZED CUSTOMER SIGNATURE

\_\_\_\_\_  
 TITLE

\_\_\_\_\_  
 DATE



# SERVICE AGREEMENT

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Quote Number : QUOTE-366248  
Contract Number: USC000020867  
Contract Modifier: R0221

---

CUSTOMER (PRINT NAME)

RSM

10/3/2019

---

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

Mark Thor

---

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : WILLIAMSON COUNTY  
Contract Number : USC000020867  
Contract Modifier : R0221  
Contract Start Date : 01-Oct-2019  
Contract End Date : 30-Sep-2020

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

---

Cooperative Agreement - Motorola Solutions, Inc. - Public Services - 18-00196

## GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Motorola Solutions, Inc., hereinafter referred to as the Contractor, having its principal place of business at 500 West Monroe Street, 44th Floor, Chicago, IL 60661.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

### **ARTICLE 1: LEGAL AUTHORITY**

Both parties warrant and assure that each possesses adequate legal authority to enter into this Agreement. The governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the respective parties to the terms of this Agreement and any subsequent amendments hereto.

### **ARTICLE 2: APPLICABLE LAWS**

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

### **ARTICLE 3: INDEPENDENT CONTRACTOR**

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

### **ARTICLE 4: WHOLE AGREEMENT**

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

### **ARTICLE 5: SCOPE OF SERVICES**

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

#### **ARTICLE 6: PERFORMANCE PERIOD**

This Agreement shall be performed during the period which begins May 01 2018 and ends Apr 30 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

#### **ARTICLE 7: PAYMENT OR FUNDING**

Payment provisions under this Agreement are outlined in the Special Provisions.

#### **ARTICLE 8: REPORTING REQUIREMENTS**

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

#### **ARTICLE 9: INSURANCE**

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

#### **ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS**

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC, which will not be unreasonably withheld. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

#### **ARTICLE 11: AUDIT**

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC. In no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of its business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

#### **ARTICLE 12: EXAMINATION OF RECORDS**

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's invoices and pertinent documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit

those pertinent records on or off the premises by authorized representatives of its own or any public accounting firm selected by H- GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

### **ARTICLE 13: RETENTION OF RECORDS**

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement for a period of seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

### **ARTICLE 14: CHANGES AND AMENDMENTS**

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

### **ARTICLE 15: TERMINATION PROCEDURES**

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

#### *A. Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing thirty (30) days written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

#### *B. Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of fifteen (15) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

### **ARTICLE 16: SEVERABILITY**

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid

or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

#### **ARTICLE 17: FORCE MAJEURE**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. The party affected by the Force Majeure will notify the other within fifteen (15) days. Determination of force majeure shall rest solely with H-GAC.

#### **ARTICLE 18: CONFLICT OF INTEREST**

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

#### **ARTICLE 19: FEDERAL COMPLIANCE**

Contractor agrees to comply with all applicable federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis • Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### **ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS**

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of

knowledge thereof. Contractor shall notify H-GAC of any serious accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

#### **ARTICLE 21: INDEMNIFICATION AND RECOVERY**

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

#### **ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

#### **ARTICLE 23: TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

#### **ARTICLE 24: JOINT WORK PRODUCT**

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

#### **ARTICLE 25: DISPUTES**

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of

its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H • GAC's final decision.

**ARTICLE 26: CHOICE OF LAW: VENUE**

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

**ARTICLE 27: ORDER OF PRIORITY**

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

**SIGNATURES:**

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

**Motorola Solutions, Inc.**

DocuSigned by:  
Signature  
*Travis Boettcher*  
970050FB3ADC4F5...

Name Travis Boettcher

Title Vice President

Date 7/25/2018

**H-GAC**

DocuSigned by:  
Signature  
*Chuck Wemple*  
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date  
7/24/2018



# H-GAC

Houston-Galveston Area Council  
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Motorola Solutions, Inc. - Public Services - 18-00196

18-00196

## SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

### **ARTICLE 1: BIDS/PROPOSALS INCORPORATED**

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

### **ARTICLE 2: END USER AGREEMENTS ("EUA")**

**H-GAC** acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

### **ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE**

If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the **END USER**.

***EXCEPTION:** This clause shall not be applicable to the sale of large communications systems (one*

*million dollars (,000,000.00) and above). The term "Communication Systems" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Contractor engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan. This clause shall also not be applicable to pre-existing contracts Contractor has in the State of Texas. The term "pre-existing" shall refer to contracts in existence as of the effective date of this Agreement.*

#### **ARTICLE 4: PARTY LIABILITY**

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

#### **ARTICLE 5: GOVERNING LAW & VENUE**

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

#### **ARTICLE 6: SALES AND ORDER PROCESSING CHARGE**

**Contractor** shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an **END USER** order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent **END USER** acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an **END USER**'s payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

#### **ARTICLE 7: LIQUIDATED DAMAGES**

Any liquidated damage terms will be determined between Contractor and End User at the time End User's purchase order is placed.

#### **ARTICLE 8: INSURANCE**

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage:

- a. **General liability** insurance with a Single Occurrence limit of at least ,000,000.00, and a General Aggregate limit of ,000,000.  
**Product liability** insurance with a Single Occurrence limit of at least ,000,000.00, and a

General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

**Property Damage or Destruction** insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is ,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. PDF Insurance Certificates must be furnished to **H-GAC** after contract execution and at policy renewal during term of contract, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

#### **ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS**

**H-GAC's** contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

#### **ARTICLE 10: CHANGE OF STATUS**

**Contractor** shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

**Attachment A**  
**Motorola Solutions, Inc.**  
**Radio Communication/Emergency Response & Mobile Interoperability Equipment**  
**Contract No.: RA05-18**

H-GAC Product Code	Item Description (Offeror may not change any description or add items)	Offered Price
NA	<i>Per the RFP Motorola Solutions has included an Electronics Catalogue for our equipment on a USB drive in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the USB drive and also available via Motorola Solutions Online.</i>	
	<i>Motorola Solutions offers this extensive on-line program called Motorola Solutions On-Line that allows each H-GAC end the user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.</i>	
NB	<i>Per the RFP Motorola Solutions has included an Electronics Catalogue on a USB drive in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the USB drive and also available via Motorola Solutions Online.</i>	
NC	<b>Mobile Command Interoperable Communication Equipment &amp; Services</b>	
ND	<b>Motorola Solutions Integration Services LMR</b>	
	Motorola Solutions offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
ND	Project Management Daily Rate*	\$ 1,818.00
ND	System Engineering Daily Rate*	\$ 1,818.00
ND	System Technologist Daily Rate*	\$ 2,173.00
ND	Standard Shop Installation: Hourly Rate*	\$ 150.00
ND	Standard Shop Installation: Daily Rate*	\$ 1,200.00
ND	Mobile Radio Installation*	\$180-\$500
ND	Radio Programming*	\$55-\$125
ND	Data Installation*	\$180-\$428
	*Prices may vary by Region and Stated Scope. Travel Not Included	
ND	<b>Motorola Solutions Integration Services Advanced Services</b>	
	Motorola Solutions offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
ND	NG9-1-1 Consulting Services-Daily Rate*	\$1,694
ND	Security Project/Program Management-Daily Rate*	\$1,694
ND	Wireless Security Technician-Daily Rate*	\$1,580
ND	Security Penetration Tester (Wired Network)-Daily Rate*	\$1,580

<b>ND</b>	Securiry Trainer-Daily Rate*	\$1,328
<b>ND</b>	Application Security Code Reviewer-Daily Rate*	\$2,033
<b>ND</b>	IT Incident Response and E-Discovery Assitance-Daily Rate*	\$1,694
<b>ND</b>	IT Disaster Recovery Planner-Daily Rate*	\$1,580
<b>ND</b>	IT Disaster Recovery Plan Tester-Daily Rate*	\$1,580
<b>ND</b>	Buisness Continuity/Continuity of Government Planner-Daily Rate*	\$1,580
<b>ND</b>	Buisness Continuity/Continuity of Government Plan Tester-Daily Rate*	\$1,580
<b>ND</b>	Mobile Application Services Project Management-Daily Rate*	\$565
<b>ND</b>	Mobile Application Services System Engineer-Daily Rate*	\$565
<b>ND</b>	Mobile Application Services Solution Architech-Daily Rate*	\$2,033
<b>ND</b>	Mobile Application Services Application and Solution Design-Daily Rate*	\$2,033
<b>ND</b>	Mobile Application Services Application and Solution Implementation-Daily Rate*	\$2,033
<b>ND</b>	Application Integration and Customization Services Project Management-Daily Rate*	\$1,694
<b>ND</b>	Application Integration and Customization Services System Engineer-Daily Rate*	\$1,694
<b>ND</b>	Application Integration and Customization Services Solution Architech-Daily Rate*	\$2,033
<b>ND</b>	Application Integration and Customization Services Application and Solution Design-Daily Rate*	\$2,033
<b>ND</b>	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	\$1,694
<b>ND</b>	Unified Communications Services Project Management-Daily Rate*	\$1,694
<b>ND</b>	Unified Communications Services System Engineer-Daily Rate*	\$1,694
<b>ND</b>	Unified Communications Services Solution Architech-Daily Rate*	\$2,033
<b>ND</b>	Unified Communications Services Application and Solution Design-Daily Rate*	\$2,033
<b>ND</b>	Unified Communications Services Application and Solution Implementation-Daily Rate*	\$1,694
<b>ND</b>	Consulting Services Project Management-Daily Rate*	\$1,694
<b>ND</b>	Consulting Services System Engineer-Daily Rate*	\$1,694
<b>ND</b>	Consulting Services Solution Architech-Daily Rate*	\$2,033
<b>ND</b>	Consulting Services Internet Protocol Network Accessment-Daily Rate*	\$2,033
<b>ND</b>	Consulting Services IP Network Design and Integration-Daily Rate*	\$2,033
<b>ND</b>	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	\$2,033
<b>ND</b>	Consulting Services Custoemr Network Interface Design and Integration-Daily Rate*	\$2,033

<b>APC DISCOUNTS PER ECAT/MOL PRICEBOOK</b>		
020	CAD Equipment	List
039	CAD Equipment	10%
068	CAD Equipment	10%
232	CAD Equipment	10%
297	CAD Equipment	5%
330	CAD Equipment	5%
333	CAD Equipment	10%
472	CAD Equipment	10%
473	CAD Equipment	List
548	CAD Equipment	10%
702	CAD Equipment	10%

789	CAD Equipment	10%
797	CAD Equipment	List
850	CAD Equipment	List
879	CAD Equipment	List
981	CAD Equipment	List
040	Data Applications	15%
041	Data Applications	10%
041	Data Applications	10%
138	Data Applications	10%
153	Data Applications	15%
343	Data Applications	10%
670	Data Applications	List
766	Data Applications	List
170	Data Subscriber Devices	15%
177	Data Subscriber Devices	15%
185	Data Subscriber Devices	List
736	Data Subscriber Devices	22%
855	Data Subscriber Devices	10%
006	Dispatch Service	5%
768	Dispatch Service	List
118	Dispatch Solutions	10%
124	Dispatch Solutions	15%
129	Dispatch Solutions	20%
139	Dispatch Solutions	List
147	Dispatch Solutions	10%
185	Dispatch Solutions	List
202	Dispatch Solutions	15%
207	Dispatch Solutions	10%
226	Dispatch Solutions	15%
228	Dispatch Solutions	30%
229	Dispatch Solutions	14%
261	Dispatch Solutions	5%
322	Dispatch Solutions	15%
404	Dispatch Solutions	20%
415	Dispatch Solutions	10%
443	Dispatch Solutions	20%
454	Dispatch Solutions	15%
520	Dispatch Solutions	10%
524	Dispatch Solutions	10%
551	Dispatch Solutions	10%
660	Dispatch Solutions	10%
706	Dispatch Solutions	20%
708	Dispatch Solutions	17%
729	Dispatch Solutions	17%
740	Dispatch Solutions	15%
892	Dispatch Solutions	10%
214	Fixed Data Products	10%
275	Fixed Data Products	10%
342	Fixed Data Products	10%
382	Fixed Data Products	10%
403	Fixed Data Products	15%
455	Fixed Data Products	15%
469	Fixed Data Products	10%
499	Fixed Data Products	10%

708	Fixed Data Products	17%
222	Fixed Network Equipment	15%
329	Fixed Network Equipment	10%
381	Fixed Network Equipment	15%
207	Fixed Station Accessories	10%
273	Fixed Station Accessories	10%
277	Fixed Station Accessories	20%
457	Fixed Station Accessories	20%
515	Fixed Station Accessories	20%
524	Fixed Station Accessories	15%
525	Fixed Station Accessories	15%
856	Fixed Station Accessories	10%
207	Fixed Station Antenna Systems	10%
005	Fixed Stations	20%
112	Fixed Stations	18%
225	Fixed Stations	10%
272	Fixed Stations	20%
281	Fixed Stations	18.50%
301	Fixed Stations	20%
360	Fixed Stations	21.50%
377	Fixed Stations	17%
417	Fixed Stations	10%
424	Fixed Stations	15%
425	Fixed Stations	15%
448	Fixed Stations	20%
474	Fixed Stations	23%
509	Fixed Stations	21.50%
512	Fixed Stations	23%
537	Fixed Stations	21.50%
590	Fixed Stations	21.50%
595	Fixed Stations	18%
643	Fixed Stations	15%
675	Fixed Stations	20%
680	Fixed Stations	21.50%
744	Fixed Stations	20%
811	Fixed Stations	5%
881	Fixed Stations	15%
015	Fixed Wireless Broadband	20%
075	Fixed Wireless Broadband	List
224	Fixed Wireless Broadband	15%
800	Fixed Wireless Broadband	List
832	Fixed Wireless Broadband	10%
882	Fixed Wireless Broadband	15%
904	Fixed Wireless Broadband	15%
906	Fixed Wireless Broadband	15%
910	Fixed Wireless Broadband	15%
947	Fixed Wireless Broadband	15%
298	Infrastructure Repair	15%
901	Lifecycle Services	List
902	Lifecycle Services	List
903	Lifecycle Services	List
904	Lifecycle Services	List
905	Lifecycle Services	List

051	LTE	10%
051	LTE	10%
053	LTE	10%
054	LTE	10%
055	LTE	10%
056	LTE	10%
057	LTE	10%
058	LTE	5%
059	LTE	10%
061	LTE	10%
063	LTE	10%
065	LTE	10%
066	LTE	10%
171	LTE	10%
375	LTE	List
708	LTE	10%
941	LTE	15%
984	LTE	List
985	LTE	List
989	LTE	List
823	Maintenance	List
983	Maintenance	List
133	Misc. Equipment	15%
299	Misc. Equipment	15%
629	Misc. Equipment	10%
682	Misc. Equipment	20%
887	Misc. Equipment	18.50%
554	Mobile Accessories	15%
644	Mobile Accessories	15%
879	Mobile Applications Software	10%
038	Mobile Stations	10%
103	Mobile Stations	10%
109	Mobile Stations	26.50%
159	Mobile Stations	20%
189	Mobile Stations	15%
276	Mobile Stations	25%
287	Mobile Stations	10%
374	Mobile Stations	15%
426	Mobile Stations	25%
466	Mobile Stations	25%
471	Mobile Stations	25%
484	Mobile Stations	20%
500	Mobile Stations	25%
511	Mobile Stations	10%
514	Mobile Stations	25%
518	Mobile Stations	25%
527	Mobile Stations	25%
571	Mobile Stations	15%
585	Mobile Stations	25%
652	Mobile Stations	25%
655	Mobile Stations	25%
656	Mobile Stations	25%
681	Mobile Stations	25%

761	Mobile Stations	25%
775	Mobile Stations	16.50%
776	Mobile Stations	20%
792	Mobile Stations	20%
869	Mobile Stations	20%
922	Mobile Stations	20%
216	MOTOTRBO	20%
422	MOTOTRBO	20%
475	MOTOTRBO	20%
516	MOTOTRBO	20%
557	MOTOTRBO	10%
563	MOTOTRBO	20%
777	MOTOTRBO	20%
131	Network Products	10%
147	Network Products	10%
207	Network Products	10%
232	Network Products	10%
708	Network Products	17%
136	Pagers/Receiver	15%
169	Pagers/Receiver	20%
452	Pagers/Receiver	15%
361	Paging/Recievers	15%
839	Paging/Recievers	15%
940	Paging/Recievers	15%
001	Portable Radiophone (Portables)	20%
004	Portable Radiophone (Portables)	20%
008	Portable Radiophone (Portables)	20%
018	Portable Radiophone (Portables)	List
019	Portable Radiophone (Portables)	List
027	Portable Radiophone (Portables)	List
032	Portable Radiophone (Portables)	20%
037	Portable Radiophone (Portables)	20%
087	Portable Radiophone (Portables)	10%
128	Portable Radiophone (Portables)	20%
158	Portable Radiophone (Portables)	20%
185	Portable Radiophone (Portables)	List
187	Portable Radiophone (Portables)	15%
205	Portable Radiophone (Portables)	25%
206	Portable Radiophone (Portables)	20%
209	Portable Radiophone (Portables)	20%
271	Portable Radiophone (Portables)	25%
291	Portable Radiophone (Portables)	25%
320	Portable Radiophone (Portables)	25%
332	Portable Radiophone (Portables)	20%
362	Portable Radiophone (Portables)	20%
372	Portable Radiophone (Portables)	20%
402	Portable Radiophone (Portables)	20%
407	Portable Radiophone (Portables)	25%
414	Portable Radiophone (Portables)	20%
426	Portable Radiophone (Portables)	25%
430	Portable Radiophone (Portables)	20%
442	Portable Radiophone (Portables)	20%
446	Portable Radiophone (Portables)	20%
453	Portable Radiophone (Portables)	25%
456	Portable Radiophone (Portables)	20%

458	Portable Radiophone (Portables)	25%
470	Portable Radiophone (Portables)	25%
476	Portable Radiophone (Portables)	20%
477	Portable Radiophone (Portables)	20%
481	Portable Radiophone (Portables)	25%
483	Portable Radiophone (Portables)	25%
505	Portable Radiophone (Portables)	25%
527	Portable Radiophone (Portables)	25%
536	Portable Radiophone (Portables)	25%
562	Portable Radiophone (Portables)	25%
570	Portable Radiophone (Portables)	10%
577	Portable Radiophone (Portables)	20%
579	Portable Radiophone (Portables)	25%
619	Portable Radiophone (Portables)	15%
626	Portable Radiophone (Portables)	20%
654	Portable Radiophone (Portables)	List
655	Portable Radiophone (Portables)	25%
656	Portable Radiophone (Portables)	25%
672	Portable Radiophone (Portables)	25%
687	Portable Radiophone (Portables)	18%
721	Portable Radiophone (Portables)	25%
726	Portable Radiophone (Portables)	25%
742	Portable Radiophone (Portables)	25%
749	Portable Radiophone (Portables)	33.50%
755	Portable Radiophone (Portables)	25%
756	Portable Radiophone (Portables)	25%
778	Portable Radiophone (Portables)	20%
785	Portable Radiophone (Portables)	25%
795	Portable Radiophone (Portables)	25%
798	Portable Radiophone (Portables)	25%
837	Portable Radiophone (Portables)	25%
841	Portable Radiophone (Portables)	33.50%
883	Portable Radiophone (Portables)	15%
977	Portable Radiophone (Portables)	10%
986	Portable Radiophone (Portables)	List
		List
390	Professional Services	List
659	Professional Services	List
659	Professional Services	List
670	Professional Services	List
842	Professional Services	List
509	Receivers	21.50%
512	Receivers	23%
743	Receivers	15%
608	Records Management Software	10%
137	Secure Solutions	5%
201	Secure Solutions	10%
229	Secure Solutions	14%
462	Secure Solutions	10%
524	Secure Solutions	15%
525	Secure Solutions	15%
519	Security	List
519	Security	List
561	Service/Maintenance	List

769	Service/Maintenance	List
769	Service/Maintenance	List
772	Service/Maintenance	List
929	Service/Maintenance	List
206	Service/Maintenance	List
293	Service/Maintenance	List
195	Software Upgrades/Flashport	List
371	Software Upgrades/Flashport	List
430	Software Upgrades/Flashport	20%
262	Test Equipment	20%
854	Test Equipment	List
293	Training-Professional Services	List
039	Trunking Products and Systems	5%
085	Trunking Products and Systems	15%
112	Trunking Products and Systems	18%
115	Trunking Products and Systems	10%
152	Trunking Products and Systems	5%
277	Trunking Products and Systems	20%
280	Trunking Products and Systems	18.50%
281	Trunking Products and Systems	18.50%
377	Trunking Products and Systems	17%
495	Trunking Products and Systems	15%
593	Trunking Products and Systems	23%
708	Trunking Products and Systems	17%
877	Trunking Products and Systems	18.50%
002	Video Solutions	10%
085	Video Solutions	10%
488	Video Solutions	10%
964	Warranty	List
218	Wireless Mobility	15%
606	Wireless Mobility	15%
683	Wireless Mobility	15%
832	Wireless Mobility	10%
907	Wireless Mobility	15%
908	Wireless Mobility	15%
	Package Discounts - Packages for System 01A7	List
	Package Discounts - Packages for System 03BA	List
	Package Discounts - Packages for System 1027	List

**This page left blank intentionally.**

**Commissioners Court - Regular Session**

**25.**

**Meeting Date:** 10/15/2019

Animal Shelter Alarm System

**Submitted For:** Randy Barker

**Submitted By:** Erica Smith, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving the proposal between Knight Security Systems and Williamson County for Video Surveillance and Intrusion Detection Systems in the amount of \$58,313.90, pursuant to DIR Contract #DIR-TSO-3430 and authorizing execution of the proposal.

**Background**

The attached proposal outlines the video surveillance and intrusion detection system components including hardware, licensing and configuration. IT has reviewed and approved this proposal. This expenditure will be charged to 01.0546.0546.005000. Department Contact is Cheryl Schneider.

**Fiscal Impact**

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

**Attachments**

Proposal

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Erica Smith  
Final Approval Date: 10/10/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

10/10/2019 09:58 AM  
10/10/2019 10:28 AM  
Started On: 10/07/2019 02:24 PM



Proposal: 13709-2-0

## Animal shelter - Campus VSS and Panic alarm v2

**Private and Confidential:** The proposal has been distributed to you on a confidential basis for your information only. By accepting it, you agree not to disseminate it to any other person or entity in any manner and not to use the information for any purpose other than considering opportunities for a cooperative business relationship with Knight Security Systems, Inc.

Proposal Issued:  
10/1/2019

Proposal Valid To:  
10/31/2019

Prepared for:  
Cheryl Schneider

### Williamson County - Regional Animal Shelter

1855 SE Inner Loop  
Georgetown TX, 78626

E [cschneider@wilco.org](mailto:cschneider@wilco.org)  
W (512) 943-3322  
M

## DESCRIPTION

### CLIENT INFORMATION

**Name:** Williamson County - Regional Animal Shelter

**Site**

1855 SE Inner Loop  
Georgetown, TX 78626

**Billing**

1855 SE Inner Loop  
Georgetown, TX 78626

**Contact**

Cheryl Schneider, Director  
P (512) 943-3322  
E cschneider@wilco.org

**PROJECT NAME:** Animal shelter - Campus VSS and Panic alarm v2

### PROJECT SCOPE

DIR-TSO-3430

Knight Security Systems (KSS) will provide and install Video Surveillance System additions and a new DMP wireless Intrusion Detection System. System installation includes hardware, system licenses, and configuration unless otherwise stated.

#### Video Surveillance System

KSS will furnish and install the following:

- New Building
  - Two Axis M3046-V mini dome cameras
    - 2.4mm lens
    - Two cameras will have the Axis T6112 audio module attached
  - Four Axis P3225-LVE dome cameras
  - One Axis P3717-V multi-imager camera
- Kennel "H" Building
  - Three Axis M3046-V mini dome cameras
    - 2.4mm lens
  - Six Axis P3225-LVE exterior cameras
- Main Building
  - Four Axis M3046-V mini dome cameras
    - 2.4mm lens
    - Two cameras will have the Axis T6112 audio module attached
  - Three Axis P3225-LVE exterior cameras
- Remote Kennel Building
  - Two Axis P1447-LE bullet cameras
    - To view the Back 40 Area
  - One Axis P3225-LVE exterior cameras
  - One Altronix Netway NEMA 4X rated enclosure with hardened PoE switch
  - Two Cambium line-of-sight point to point devices
- Initial programming will include:
  - Enrolling the cameras and setting up basic motion detection
  - Estimated days of storage 30
  - 2-4MP at H.264 and 10 FPS
  - Calculations are based on 40% motion detection or event recording

The NVR storage capacity is an approximate estimate based on general conditions that KSS does not guarantee. Each device will include the necessary mounting hardware, license and one year manufacturer software license support.

#### Panic Alarm System

KSS will furnish and install the following:

Client Initials: \_\_\_\_\_

- One DMP XR550 with cellular module and high powered wireless receiver
  - Located in H building
- Three wireless touch screen keypads
  - Used as notifiers of alarm zones
- Two hard wired touch screen keypads
  - Located in the H building
- Nineteen wireless single-button panic devices
- Seven wireless repeaters throughout the three buildings
- Seven wireless sirens
- Seven wireless strobe lights
- Initial programming will include:
  - Enrolling up to 10 users with unique PIN numbers for disarming
  - Monitoring setup of the system

Each device will include the necessary mounting hardware.

### **Recording Server Option**

KSS will furnish and install the following:

- One BCDVideo/Dell 1U server
  - Optimized for Genetec
  - 22TB of usable storage
  - RAID 5 Archive drives
  - RAID 1 OS drive
  - IDRAC Enterprise
  - This BCDVideo server includes their 5 year next business day, keep your hard drives warranty

### **Customer Provided Items**

- Electronic drawing files of the plans and approval of device layout
- Individual software administrator logins for personnel at each location for each system
- PoE switches and patch panels
- Existing recording server with storage space to accommodate the new devices
- Existing client workstations that meet the system minimal requirements
- Rack space and uninterruptable power supply in the MDF room for rack mount units
- Wall space and 3/4" plywood backboard for wall mount units
- Network configurations for connection of devices to Customer's network
- Phone line and / or network connection to intrusion panel for monitoring services
- 120VAC by a certified electrician for all security devices where needed

### **Finance**

Purchaser hereby agrees to pay KSS the following terms:

The Customer is required to pay every invoice in full within 30 days of receiving the invoice.

Project Milestones and Invoicing Procedures

- An initial project invoice is due and payable upon delivery of materials and services rendered
- The remaining balance is due and payable in monthly progress payments based upon material delivered or work completed

Refer to the Standard Terms and Conditions sections 8H, 8I, and 8J.

Any changes from the base price will be adjusted with approved change orders from the Customer. The as-built plans will be submitted along with the final submittal package to the Customer.

### **Engineering**

KSS shall provide system design and operational documentation to ensure proper installation and efficient servicing of the system. KSS will provide submittal plans that will show where each device is located at each site. The submittal plans will also include a system matrix, which includes the schedule of each device and the programming setup into the security system software.

Client Initials: \_\_\_\_\_

### **Cabling & Wiring**

KSS will be responsible to install all the wiring and connections providing communication and/or control between KSS supplied devices and central control equipment. All wires will be dressed in a neat and professional matter. KSS will not provide any conduit or trenching required to reach each device. It is the Customer's responsibility to provide a pathway for all wiring required for each device. KSS is not responsible for any existing wiring being used. A quote will be provided to the Customer for any wiring that is found to be unusable

### **Field Devices**

KSS will provide all necessary devices and hardware included on the equipment list attached. The devices on the security plans will be installed and programmed into the system according to the system matrix.

KSS is not responsible for any existing devices being reused. If any existing devices are found to be unusable then a quote will be provided to the Customer to replace the device. KSS is not responsible for any damages done from the existing devices being removed. The Customer is responsible to patch and repair any damages done from existing devices removed.

### **Programming**

KSS trained personnel will program the security system to provide a functioning operational system. KSS will support Customer programming personnel and set up remote field panels consistent with manufacturer standards. KSS will program each device according to the system matrix provided in the security plans. If any additional programming or special programming outside the system matrix is needed an approved change order from the Customer is required.

Customer to furnish IP addressing scheme for all devices requiring an IP address on the network. KSS will provide a list of devices that need IP addresses to the Customer.

### **Rental Equipment**

Lift rental is not included in this proposal and shall be provided by the Customer if required.

### **Testing**

KSS will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. A test sheet with a check list for each device will be provided by KSS and signed by the Customer representative upon successful completion of a system acceptance test. The final system test report will be sent to all parties.

A punch list detailing items requiring a follow up that is within this scope of work will be created. KSS will correct the punch list items in a mutually agreed upon time. If the Customer wants something changed after the test sheet has been signed additional charges will be applied.

Upon system acceptance, a KSS job completion form shall be signed and sent to all parties. It is the Customer's responsibility to ensure proper periodic testing per the manufacturer's recommendation if a signed SecurePlan agreement is not in place.

### **Training**

KSS will provide training for one combined end user training session. The individuals for the system training session will be determined by the Customer. All training for the above mentioned systems to follow the manufacturer guidelines for Customer training. This training will be provided for administrators and users for each system.

Training will include upgrade implementation, system administration, end-user, and reports. Two hours of training are provided with this proposal and are allocated for the DMP intrusion system. Additional training may be provided with additional cost.

### **Standard Proposal Notes:**

1. This proposal will follow the guidelines stated in DIR contract number DIR-TSO-3430 Standard Terms and Conditions.
2. This proposal is valid for 30 days. After the 30 days the quote is no longer valid and a new quote needs to be regenerated and prices may vary.
3. A standard 1 year warranty applies on all newly installed equipment.
4. Final Location of all equipment to be approved by owner prior to start of installation.

Client Initials: \_\_\_\_\_

5. Work provided by KSS is assumed to be continuous, unhindered and without the need for escorts. Additional costs will be incurred if work is slowed by denial or delay of access to the work areas without three days' notice, or if escorts are required at any time. Any cessation of work by the customer or delays in the project construction schedule will result in additional mobilization and project management charges.
6. The quantities of materials noted above scope of work are intended to be descriptive. Should there be any discrepancy between the scope of work and the equipment list, the equipment list will supersede the scope of work stated above.
7. All work will be done following federal, state, and local laws and requirements for the above scope of work.

**Knight Security Systems Excludes the Following:**

1. All 120 VAC connections are to be performed by customer or customer's designated licensed Electrical contractor.
2. Fire alarm interface, cabling, connection, input/output, testing and certification.
3. Any city or other governmental permits, not associated with this scope of work, required for the use and operation of the system.
4. Access to device location, penetrations, required access panels for concealed areas.
5. If not stated above wire mold, conduit, trenching, wireless devices or aerial cabling necessary to connect any remote locations or gates, computer workstations to operate the system, and network equipment to provided power and data communication for devices.
6. Overtime required due to schedule revisions, work stoppages, delays caused by others, or circumstances beyond Knight Security Systems control.
7. Final terminations and connections to equipment other than provided by Knight Security Systems.
8. Any trade installation that Knight Security Systems is not licensed to perform.
9. Painting, patching or landscaping required as a result of the installation of equipment associated with this scope of work.
10. Technical assistance or the setup of the customer's network for connection to the security control systems. The customer is required to provide static IP addresses and support personnel for assistance in setting up the network connections.

**Roles & Responsibilities**

Essential activities conducted in the course of project by the Customer and Knight Security Systems (KSS).

<b>Project Administration Tasks</b>	<b>Customer</b>	<b>KSS</b>
General project management & administration		X
Designate primary customer point of contact and site supervisor		X
Host initial site orientation and kick-off meeting	X	
Pre-installation walk-through and design verification	X	
Pre-construction utility assessment	X	
System design and engineering		X
System design and engineering approval	X	
Develop master project schedule		X
Approval of master project schedule	X	
System design acceptance within overall master plan of larger facility	X	
Provide lists of existing equipment and building drawing backgrounds	X	
Develop and maintain drawings and equipment schedules		X
Provide written communication regarding work site conditions	X	
Coordinate monthly in-progress reviews for active sites		X
Change order management		X

<b>Project Installation Tasks</b>	<b>Customer</b>	<b>KSS</b>
Provide locations for materials staging	X	
Materials pre-installation configuration and delivery		X
Pre-installation testing of existing equipment		X
Installation of device power supplies		X
120VAC at each device location where needed	X	
Building penetrations to exterior	X	
Fire partition penetrations and sealing	X	

Client Initials: \_\_\_\_\_

Installation of conduit to security system devices where needed	X	
Installation of cables to security system devices		X
Network cables from security system devices to copper patch panels		X
Patch cables between patch panels and network switches		X
Create panel, cable, and equipment labeling scheme	X	
Install cable labels per labeling scheme		X

Network Tasks	Customer	KSS
Rack and rack space for rack mount equipment	X	
Network PoE switches and configuration	X	
Patch panels and uninterruptable power supply	X	
IP address assignment for security system equipment and workstations	X	
Configure client workstations to the security system		X

Programming Tasks	Customer	KSS
Create custom security system programming matrix		X
Program initial security system configuration		X
Import initial cardholder database from Owner provided information	N/A	
Develop and implement database update procedure	X	

Testing and Acceptance Tasks	Customer	KSS
System test forms and checklists		X
Full system test		X
Customer on-site system acceptance	X	
As-built drawings and final engineering document submittal		X

- **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, The County will only be liable for its pro rata share of services rendered and goods actually received.
- **Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- **Venue and Governing Law:** Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- **Right to Audit:** Knight Security Systems, LLC agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Knight Security Systems, LLC which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Knight Security Systems, LLC agrees that licensee shall have access during normal working hours to all necessary Knight Security Systems, LLC facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give Knight Security Systems, LLC reasonable advance notice of intended audits.

Client Initials: \_\_\_\_\_

**PROJECT INVESTMENT**

<b>New building</b>					<b>\$8,640.35</b>
QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
2	AXIS	DIR-0806-001	AXIS M3046-V 2.4mm	\$289.98	\$579.96
2	AXIS	DIR-01230-001	AXIS T6112 AUDIO AND I/O INTERFACE	\$117.08	\$234.16
4	AXIS	DIR-0955-001	AXIS P3225-LVE MKII	\$549.31	\$2,197.24
1	AXIS	DIR-01504-001	AXIS P3717-PLE	\$1,060.04	\$1,060.04
4	AXIS	DIR-01612-001	AXIS T91A23 TILE GRID CEIL MNT 4P	\$62.08	\$248.32
7	Genetec	DIR-GSC-Om-E-1C	1 camera connection	\$180.10	\$1,260.70
7	Genetec	DIR-ADV-CAM-E-1Y	Genetec Advantage for 1 Omnicast Enterprise Camera	\$36.02	\$252.14
1	Knight Security	DIR-KSS-PROJKIT	DIR- Project Install Kit	\$26.32	\$26.32
7	PANDUIT	CJ688TGYL	Mini-Com Module, Category 6, UTP, 8-Position 8-Wir	\$13.60	\$95.20
7	PANDUIT	AXE-MM01PA7SD05	PANDUIT CBL ASSY MOD 28-4PR STRANDED 1ft thin Cat6	\$10.59	\$74.13
3	Windy City Wire	\$5,566,030.00	23-4P UNS SOL CMP C6 Ylw Jkt	\$433.33	\$1,299.99
<b>Discounts and Misc. Items:</b>					
QTY	Description				Ext.Price
2	Discount for Genetec Licensing				-\$50.00
				<b>Equipment Subtotal</b>	<b>\$7,328.20</b>
				<b>Labor Subtotal</b>	<b>\$1,362.15</b>
				<b>Discounts and Misc. Items SubTotal</b>	<b>(\$50.00)</b>
				<b>New building SubTotal</b>	<b>\$8,640.35</b>

<b>Kennel Bldg H - VSS</b>					<b>\$12,870.40</b>
QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
3	AXIS	DIR-0806-001	AXIS M3046-V 2.4mm	\$289.98	\$869.94
6	AXIS	DIR-0955-001	AXIS P3225-LVE MKII	\$549.31	\$3,295.86
9	Genetec	DIR-GSC-Om-E-1C	1 camera connection	\$180.10	\$1,620.90
9	Genetec	DIR-ADV-CAM-E-1Y	Genetec Advantage for 1 Omnicast Enterprise Camera	\$36.02	\$324.18
1	Knight Security	DIR-KSS-PROJKIT	DIR- Project Install Kit	\$219.37	\$219.37
9	PANDUIT	CJ688TGYL	Mini-Com Module, Category 6, UTP, 8-Position 8-Wir	\$13.60	\$122.40
9	PANDUIT	AXE-MM01PA7SD05	PANDUIT CBL ASSY MOD 28-4PR STRANDED 1ft thin Cat6	\$10.59	\$95.31
3	Windy City Wire	\$5,566,030.00	23-4P UNS SOL CMP C6 Ylw Jkt	\$433.33	\$1,299.99
<b>Discounts and Misc. Items:</b>					
QTY	Description				Ext.Price
9	Discount for Genetec Licensing				-\$225.00
				<b>Equipment Subtotal</b>	<b>\$7,847.95</b>
				<b>Labor Subtotal</b>	<b>\$5,247.45</b>
				<b>Discounts and Misc. Items SubTotal</b>	<b>(\$225.00)</b>
				<b>Kennel Bldg H - VSS SubTotal</b>	<b>\$12,870.40</b>

<b>Main Bldg - VSS</b>					<b>\$11,679.42</b>
QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
4	AXIS	DIR-0806-001	AXIS M3046-V 2.4mm	\$289.98	\$1,159.92
2	AXIS	DIR-01230-001	AXIS T6112 AUDIO AND I/O INTERFACE	\$117.08	\$234.16
3	AXIS	DIR-0955-001	AXIS P3225-LVE MKII	\$549.31	\$1,647.93
7	Genetec	DIR-GSC-Om-E-1C	1 camera connection	\$180.10	\$1,260.70
7	Genetec	DIR-ADV-CAM-E-1Y	Genetec Advantage for 1 Omnicast	\$36.02	\$252.14

Client Initials: \_\_\_\_\_

1	Knight Security	DIR-KSS-PROJKIT	Enterprise Camera DIR- Project Install Kit	\$182.80	\$182.80
7	PANDUIT	CJ688TGYL	Mini-Com Module, Category 6, UTP, 8-Position 8-Wir	\$13.60	\$95.20
7	PANDUIT	AXE-MM01PA7SD05	PANDUIT CBL ASSY MOD 28-4PR STRANDED 1ft thin Cat6	\$10.59	\$74.13
3	Windy City Wire	\$5,566,030.00	23-4P UNS SOL CMP C6 Ylw Jkt	\$433.33	\$1,299.99

**Discounts and Misc. Items:**

QTY	Description				Ext.Price
9	Discount for Genetec Licensing				-\$225.00

<b>Equipment Subtotal</b>	<b>\$6,206.97</b>
<b>Labor Subtotal</b>	<b>\$5,697.45</b>
<b>Discounts and Misc. Items SubTotal</b>	<b>(\$225.00)</b>
<b>Main Bldg - VSS SubTotal</b>	<b>\$11,679.42</b>

**Remote Kennel Building \$6,549.33**

QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
1	Altronix	DIR-NETWAY4EWPX	4-PT POE+ SW 1G SFP LG NEMA4,	\$607.48	\$607.48
1	AXIS	DIR-0955-001	AXIS P3225-LVE MKII	\$549.31	\$549.31
1	AXIS	DIR-01612-001	AXIS T91A23 TILE GRID CEIL MNT 4P	\$62.08	\$62.08
2	AXIS	DIR-01054-001	AXIS P1447-LE	\$588.56	\$1,177.12
1	BCD Video	BCD-CAM-PTP180	POINT TO POINT WIRELESS KIT	\$444.85	\$444.85
3	Genetec	DIR-GSC-Om-E-1C	1 camera connection	\$180.10	\$540.30
3	Genetec	DIR-ADV-CAM-E-1Y	Genetec Advantage for 1 Omnicast Enterprise Camera	\$36.02	\$108.06
1	Knight Security	DIR-KSS-PROJKIT	DIR- Project Install Kit	\$263.23	\$263.23
4	Ultratech	IM-1240	12V, 4.5Ah Sealed Lead Acid Alarm Battery Ultratec	\$15.45	\$61.80

<b>Equipment Subtotal</b>	<b>\$3,814.23</b>
<b>Labor Subtotal</b>	<b>\$2,735.10</b>
<b>Remote Kennel Building SubTotal</b>	<b>\$6,549.33</b>

**Panic Alarm \$12,336.80**

QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
1	DMP	DIR-1100XH-W	WLS HIGH POWER RCVR FOR XR SERIES PANELS	\$119.07	\$119.07
7	DMP	DIR-1100R-W	WIRELESS REPEATER	\$194.22	\$1,359.54
3	DMP	DIR-9862-W	WIRELESS GRAPHIC TOUCHSCREEN WITH PROX. WHITE	\$221.44	\$664.32
1	DMP	DIR-PANEL PACK	XT/XR HARDWARE PACK	\$7.41	\$7.41
1	DMP	DIR-263LTE-V	LTE CELLULAR COMMUNICATOR FOR XT & XR SERIES	\$178.34	\$178.34
1	DMP	DIR-381-25	25' SMA LMR-100 COAX CABLE EXTENSION FOR ALL CELL	\$49.74	\$49.74
2	DMP	DIR-7872-W	GRAPHIC TOUCHSCREEN KEYPAD W/ PROX READER AND 4 ZONES	\$205.23	\$410.46
19	DMP	DIR-1148-G	PERSONAL PENDANT WIRELESS TRANSMITTER, ONE BUTTON	\$27.40	\$520.60
1	DMP	DIR-XR550DNL-G	574 ZONES, DIALER/NET, 350-G ENCL, INC 50VA TRANSF	\$575.42	\$575.42
5	DMP	DIR-1135	WIRELESS SIREN	\$55.36	\$276.80
5	DMP	DIR-1137-W	WIRELESS EMERGENCY LIGHT	\$62.63	\$313.15
1	Knight Security	DIR-KSS-PROJKIT	DIR- Project Install Kit	\$116.99	\$116.99
1	PANDUIT	CJ688TGYL	Mini-Com Module, Category 6, UTP, 8-Position 8-Wir	\$13.60	\$13.60
1	PANDUIT	AXE-MM01PA7SD05	PANDUIT CBL ASSY MOD 28-4PR	\$10.59	\$10.59

Client Initials: \_\_\_\_\_



1	Windy City Wire	444380-500	STRANDED 1ft thin Cat6 22-04 UNS STR CMP Wht Jkt	\$83.82	\$83.82
<b>Annual Recurring:</b>					
Description					Ext.Price
GSM/ Cellular Back up alarm monitoring					237.6
Digital Alarm Monitoring up to 64 zones incl timer					384
				<b>Equipment Subtotal</b>	<b>\$4,699.85</b>
				<b>Labor Subtotal</b>	<b>\$7,636.95</b>
				<b>Panic Alarm SubTotal</b>	<b>\$12,336.80</b>
				<b>Annual Alarm Monitoring Subtotal</b>	<b>\$621.60</b>

<b>SecurePlan</b>					<b>\$5,616.00</b>
<b>Annual Recurring:</b>					
Description					Ext.Price
Secure Plan Premium Service Level Agreement					5616

### Investment Summary

<b>Total Equipment</b>	<b>\$29,897.20</b>
<b>Total Labor</b>	<b>\$22,679.10</b>
<b>Total Discounts &amp; Misc. Items</b>	<b>(\$500.00)</b>
<b>Total Proposal Amount</b>	<b>\$52,076.30</b>

*Note: Sales tax, if applicable, is not included on this proposal and will be added to the total upon invoicing.*

#### Investment Total

Knight Security Systems will provide the proposed system as described in this proposal for the sum of:	<b>\$52,076.30</b>
<b>Annual Alarm Monitoring Total</b>	<b>\$621.60</b>
<b>Annual Recurring Total</b>	<b>\$5,616.00</b>

The price above includes: material, equipment and labor as described within this proposal.

**Grand Total: \$58,313.90**

IN WITNESS WHEREOF, County and Service Provider have duly executed this Agreement to be effective as of the date of the last party's execution below.

**COUNTY: WILLIAMSON COUNTY**

**Service Provider: Knight Security Systems**

By: \_\_\_\_\_

By: *[Signature]*

Printed Name: \_\_\_\_\_

Printed Name: Mark Holleran

Representative Capacity: \_\_\_\_\_

Representative Capacity: V.P. and G.M.

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

Date: Oct 9, 2019

### AVAILABLE OPTIONS

Client Initials: \_\_\_\_\_

Recording Server Option Accept: _____		Decline: _____		<b>\$9,582.81</b>	
QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
1	BCD Video	DIR-BCD-SA-IDRAC-ENT-14G	iDRAC Enterprise for 14G Servers	\$143.62	\$143.62
1	BCDVideo	DIR-SV-2010E-R4-32T-8-136	(1) Xeon E-2136 16GB RAM (2) 240GB M.2 SSD (4) 8TB SATA HDD (2) 1GbE RJ45 Ports (2) 350W PSU Windows Server 2016 5YR NBD KYHD Warranty	\$8,387.99	\$8,387.99
				<b>Equipment Subtotal</b>	<b>\$8,531.61</b>
				<b>Labor Subtotal</b>	<b>\$1,051.20</b>
				<b>Recording Server Option SubTotal</b>	<b>\$9,582.81</b>

Recording Server SecurePlan Accept: _____		Decline: _____		<b>\$1,188.00</b>	
<b>Annual Recurring:</b>					
Description					Ext.Price
Secure Plan Premium Service Level Agreement					1188
				<b>Annual Recurring Subtotal</b>	<b>\$1,188.00</b>

Client Initials: \_\_\_\_\_

## TERMS & CONDITIONS

### Limited Warranty.

**A. What is Covered.** For one (1) year after System Acceptance, Knight will repair or replace any defective part of the System without charge to Purchaser. Knight may use new or used parts of the same quality. Knight may keep all replaced components.

**B. How To Get Service.** Call or e-mail Knight at the e-mail address and telephone number at the top of this agreement and tell Knight what is wrong with the System. Knight will provide service as soon as possible during Knight's normal business hours which are 8:00AM to 5:00PM Monday through Friday, excluding holidays Knight observes. A responsible adult must be at the premises at the time Knight visits. Emergency repair service is available at other times for an additional charge. SecurePlan customers should follow the exclusive SecurePlan service request procedure.

**C. What Is Not Included.** Repair of the System is Knight's only duty. This warranty does not include disposable batteries. Knight makes no other express warranty including any warranty of merchantability of the System or its fitness for any special purpose. Knight does not warrant that the System cannot be defeated or compromised or that it will always operate. This warranty does not cover repairs that are needed because of an accident, acts of God, misuse or abuse of the System, Purchaser's failure to properly use the System, or any other reason except a defect in the equipment or Knight's installation. **Knight is not liable for consequential or incidental damages. Purchaser agrees that this is Knight's only warranty and that Knight has given Purchaser no other warranty for the System. All implied warranties are limited in duration to the one year term of this express warranty.** Repairs not covered by this warranty will be charged to Purchaser at Knight's standard rates for labor and materials and Purchaser agrees to pay the same.

**D. State Law.** Some states do not allow the exclusion or the limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply. The warranty gives you specific legal rights and you may also have other rights, which may vary from state to state.

**After Warranty Service.** If Purchaser has subscribed to SecurePlan, Knight will continue to service the System in accordance with the provisions of the SecurePlan program. If Purchaser has not subscribed to SecurePlan, then at the end of Knight's one (1) year limited warranty, Knight will continue to repair the System on a time and material basis. Purchaser will pay Knight's standard parts and labor charges for all repair calls. There will be a one (1) hour minimum visit charge for each repair call. See Knight's Limited Warranty on how to request repair service. Payment is due upon completion of the work.

**Regulatory Agencies.** Knight operates under the regulatory authority of the following State of Texas agencies: Department of Public Safety, Texas Private Security Board, P.O. Box 4087, Austin, Texas 78773-0001, 512/463-5545, License # B-3566; Texas Department of Insurance, Office of the State Fire Marshal; P.O.Box 149221, Austin, Texas 78714-9221, 512/463-6169, License # ACR-84110-647.

**Document Conflict.** It is understood and agreed by and between the parties hereto, that if there is any conflict in this agreement and any other document, this agreement will govern, whether such other document is prior, coincident or subsequent to this agreement.

**Taxes, Fees, Permits, Fines.** In addition to the charges set forth herein, Purchaser agrees to pay any and all false alarm assessments, taxes, fees or other charges relating to the System installation, System use or services provided under this agreement which are authorized or imposed by any governmental body or other organization to whose facilities the System is connected. In addition Purchaser agrees to have the System licensed, permitted, registered or the like when required by any governmental agency and to pay any and all required fees for same.

**Knight Not An Insurer And Limitation Of Liability.** Purchaser acknowledges that Knight has not represented or warranted that the System may not be compromised or circumvented, that the System will prevent any loss by burglary, theft, robbery, fire or otherwise or that the System will in all cases provide the detection for which it is installed or intended. Purchaser does further acknowledge that Purchaser assumes all risk for loss or damage to Purchaser's premises, property or contents and that Knight has made no representations or warranties, nor has the Purchaser relied on any representation or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular use, except as set forth herein. Purchaser acknowledges that Knight is not an insurer and that insurance if any shall be obtained by the Purchaser and that the payments stipulated hereinbefore are based solely upon the value of the System and services herein described and are unrelated to the value of Purchaser's premises, property or contents. It is not the intention of the parties of this agreement that Knight assume responsibility for any loss occasioned by malfeasance or misfeasance in the performance of the System or services under this agreement or for any loss or damage sustained through burglary, theft, robbery, fire or other cause by virtue of this agreement or because of the relation herein established. Purchaser further agrees to not subrogate with any person or insurer against Knight. From the nature of the System to be installed and/or the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure of the System, installation, monitoring or other services or on the part of Knight to perform any of its obligations hereunder. If there shall, notwithstanding the provisions herein, at any time be or arise any liability on the part of Knight by virtue of this agreement or because of the relation hereby established, whether due to Knight's breach of this agreement, negligence of Knight, Knight's failure to perform any of its obligations hereunder, including installation, monitoring or service, or otherwise, such liability is and shall be limited to a sum equal in amount to the annual monitoring fee, five percent (5%) of the total sale and installation amount or five hundred dollars (\$500.00), whichever is the greater. This liability shall be complete and exclusive. Purchaser may obtain from Knight a higher limitation of liability for an additional periodic charge. If Purchaser elects this option, Knight will attach a rider to this agreement, which will set forth the amount of the higher limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that Knight is an insurer.

**Indemnification.** Purchaser agrees to and shall indemnify and save Knight harmless, its employees and agents, for and against all third party claims, lawsuits and losses alleged to be caused by Knight's performance, negligent performance or failure to perform its obligations under this agreement except that this indemnity clause shall not extend to damage, loss, liability or injuries which occur while an employee or agent of Knight is on the premises of the Purchaser and which damage, loss, liability or injuries are solely and directly caused by the acts of said employee or agent.

**System Acceptance.** Purchaser agrees to inspect and provide written acceptance of the system installation within (30) days within of the notice of completion by Knight, or within 30 days of the commencement of beneficial use of the system or system elements provided, whichever is earlier. Errors or omissions in the installation of System, including but not limited to failure to install or wire detection devices, shall be called to the attention of Knight by Purchaser in writing within thirty (30) days of final billing of installation charges stipulated in paragraph 2.A of this agreement. Upon the expiration of the said thirty (30) day period, the installation and the System provided shall be deemed complete and acceptable to Purchaser.

Client Initials: \_\_\_\_\_

**Increase Of Monitoring/Service Fees.** Notwithstanding the terms and conditions set forth herein, after the term for monitoring service, Knight may at any time, increase the monthly System monitoring fee and/or service fee upon giving the Purchaser notice in writing. In the event Purchaser is unwilling to pay the increased fee(s), Purchaser may terminate the System monitoring and/or System service upon giving notice in writing to Knight within thirty (30) days from receipt of Knight's notice, provided Purchaser shall not be in default of any provisions, terms or conditions of this agreement. Failure to notify Knight within said thirty (30) days will constitute Purchaser's consent to the increased fee(s) and all other provisions, terms and conditions of this agreement shall remain in full force and effect.

**System Use And Testing.** To obtain proper results from the operation of the System, Purchaser agrees to perform weekly tests and inspections of the entire System and to notify Knight as soon as practical to have System repaired if a failure is detected with the System. Purchaser will instruct all other persons who may use the System on its proper use. If the System includes interior detection (e.g., motion detectors, glass break detectors, smoke detectors, heat detectors or other such detectors), Purchaser agrees to turn off, control or remove all things such as air conditioning systems, insect fogging products and pets that might interfere with such devices.

**False Alarm & Warranty Service Calls.** In the event Purchaser or any user of the System shall cause an excessive number of false alarms or service calls through carelessness, the malicious or accidental use of the System or in the event Purchaser shall in any manner misuse or abuse the System, it shall constitute a material breach of contract on the part of Purchaser and Knight may, at its option, in addition to other legal remedies, be excused from further performance upon the giving of ten (10) days notice to Purchaser. Knight's excuse from performance shall not affect Knight's right to recover damages from Purchaser. In the event a fine, penalty, fee or the like is assessed against Knight by any governmental or municipality agency as a result of any false alarm or misuse of Purchaser's System, Purchaser agrees to forthwith reimburse Knight upon Knight giving notice to Purchaser.

**Telephone Line.** Purchaser understands that all System monitoring signals are transmitted over regular telephone lines, which are wholly beyond the control and jurisdiction of Knight. Purchaser will pay for all telephone company charges. Knight requires the use of a RJ31X or equivalent telephone jack to give the System priority over telephones on Purchaser's premises; however, when the System is activated, other calls (such as calls to the 911 emergency operator) cannot be made, and therefore, Purchaser may wish to have the System connected to a second telephone line. If Purchaser's telephone service is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and Knight will not know of the telephone service problem or outage. Purchaser acknowledges that Knight has advised Purchaser of the availability of wireless radio transmission of System monitoring signals in the event of telephone service interruption.

**Additional Detection Equipment.** Purchaser acknowledges that additional fire, intrusion, robbery or supervisory detection devices are available at additional cost.

**Installation Or Service Of System.** Purchaser authorizes Knight to install and/or service or cause to be installed and/or serviced, the devices specified in the schedule of devices including instruments, appliances and all necessary connections, wires, conduits and other materials associated herewith. Knight may, at its sole discretion, subcontract all or part of the installation or service of the System. Purchaser will make premises available during Knight's normal working hours of 8:00 A.M. through 5:00 P.M., Monday through Friday exclusive of Knight's scheduled holidays unless an alternative time has been arranged and agreed to by both Knight and Purchaser. Purchaser has the affirmative duty to inform Knight, prior to beginning of installation, of every location at the premises where Knight should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. If asbestos or other health hazardous material is encountered during installation, Knight will cease work until Purchaser has, at Purchaser's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Knight's personnel. In no case shall Knight be liable for discovery or exposure of hidden asbestos or other hazardous material, and Purchaser shall indemnify and hold Knight and its employees harmless from any claims brought against Knight and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from Purchaser's premises. Purchaser understands that the installation will necessitate drilling into various parts of the premises. Knight generally intends to conceal wiring in the finished areas of the premises; however, in areas which, due to construction, decoration, or furnishing of the premises, Knight determines, in its sole discretion, that it would be impractical to conceal the wiring, in such cases wire will be exposed. To facilitate the installation and operation of the System, Purchaser will repair any broken or loose doors, windows or other parts of the premises as Knight may reasonably request. Purchaser agrees to provide 110 volt AC electrical outlets (dedicated circuits when required) at the designated locations for devices requiring such power.

**Delay/Interruption Of Installation, Monitoring Or Service.** Purchaser hereby agrees that Knight assumes no liability for delays or interruption in installation, monitoring or service of System whether due to heavy workload, labor disputes of any nature, strikes, riots, storms, natural disasters, fires, power failures, insurrection, interruption of or unavailability of telephone service, or any other cause beyond the control of Knight and will not be required to furnish installation, monitoring or service while any such cause shall continue.

**Default Or Termination.** If Purchaser fails to pay any amounts agreed herein or provided for herein within ten (10) days after the same is due and payable or if Purchaser fails to observe, keep or perform any other provision, term or condition of this agreement, Purchaser hereby agrees that Knight shall have the right to exercise any of the following remedies: (a) to declare the entire amount of moneys due hereunder, immediately due and payable upon notice or demand to Purchaser; (b) to initiate any legal proceedings and recover all moneys due hereunder, accrued and thereafter accruing, including without limitation, reasonable attorney's fees; (c) to enter Purchaser's premises and take possession of any and all devices of System not paid for, without any court order or other process of law, and any said taking of possession shall not constitute a termination of this agreement unless Knight expressly so notifies Purchaser in writing; (d) to terminate this agreement; (e) to pursue any other remedy at law or in equity. Notwithstanding any said removal or any other action which Knight may take, Purchaser shall be and remain liable for the full performance of all provisions, terms and conditions on the part of Purchaser under this agreement. All such remedies are cumulative and may be exercised concurrently or separately. Purchaser shall be liable for all expenses Knight may incur in connection with the enforcement of any of its remedies herein, including without limitation, reasonable attorney's fees and any amounts established by state or federal statute or regulation. If Knight elects to exercise any or all of the above provisions, it shall not be considered to constitute a breach by Knight of this agreement or waiver of Knight's rights to which it may be entitled under the law. Purchaser further agrees that Knight shall not be liable for any damage caused to the Purchaser's premises by the removal of System or devices.

**Title Of System.** Knight retains title to the System and all components and devices until such time as Purchaser shall pay for said System in full.

**Pre-Existing Equipment And Devices.** Knight assumes no liability and gives no warranty, limited or otherwise, for equipment, devices, wiring, services or the like not installed or provided by Knight pursuant to this agreement.

**Authorized Users And Emergency Contact List.** Purchaser agrees to furnish to Knight forthwith a written list of names, necessary telephone numbers and verbal passcodes of all System users and emergency contact persons authorized to enter the Purchaser's premises. In addition Purchaser shall notify Knight in writing of all changes, revisions and modifications of the above stated users and emergency contact persons or changes to the Purchaser's premises address, telephone, or the like.

Client Initials: \_\_\_\_\_

**Monitoring Service.** If Purchaser has subscribed to monitoring service, Knight, upon receipt of a signal from the System shall, without warranty and when permissible by law, make a reasonable effort to do the following: (a) Upon receipt of an intrusion alarm signal, call the Purchaser's premises to verify an authorized user. If unable to verify an authorized user at the Purchaser's premises, notify the Public Police Department of the respective jurisdiction of the Purchaser's premises and notify the emergency contact person by calling the emergency contact person's telephone number. (b) Upon receipt of a holdup, duress or panic alarm signal, notify the Public Police Department of the respective jurisdiction of the Purchaser's premises and notify the emergency contact person by calling the emergency contact person's telephone number. (c) Upon receipt of a fire alarm signal, notify the Public Fire Department of the respective jurisdiction of the Purchaser's premises, notify the Purchaser's premises and if unable to notify Purchaser, notify the emergency contact person by calling the emergency contact person's telephone number. (d) Upon receipt of a System supervisory, trouble or failed System test signal or the like, call the Purchaser's premises during Knight's normal business hours to notify Purchaser and if unable to notify Purchaser, notify the emergency contact person by calling the emergency contact person's telephone number. The above listed procedures may be altered by Purchaser, when allowed by law, only upon Purchaser's written request of Knight. Monitoring may be provided by Knight or an independent monitoring facility selected by Knight.

**Late/Interest Fees & Attorney's Fees.** Purchaser shall pay late fees and interest in amounts allowable by Texas law for all moneys not paid to Knight when due and payable. Additionally, in the event it shall become necessary for Knight to institute legal proceedings to collect any amount due Knight under this agreement, Purchaser shall pay Knight reasonable attorney's fees when permitted by law. Both Knight and Purchaser agree that no demand for arbitration, lawsuit or any other legal proceeding connected with this agreement shall be brought or filed more than one year after the incident giving rise to the claim occurred. In addition any such legal proceeding shall not be heard before a jury. Each party gives up any right to a jury trial.

**Assignees And Subcontractors.** Knight may transfer or assign this agreement to any other entity including an alarm company or lender. Purchaser may not transfer this agreement to someone else (including someone who purchases or rents Purchaser's premises) unless Knight approves the transfer in writing. Knight may use subcontractors to provide installation, repair or monitoring services, and this agreement, shall apply to the work or services they provide, and shall apply to them and protect them in the same manner as it applies to and protects Knight.

Client Initials: \_\_\_\_\_

**Commissioners Court - Regular Session**

**26.**

**Meeting Date:** 10/15/2019

Awarding RFP 2104 Irrigation Maintenance and Repair

**Submitted For:** Randy Barker

**Submitted By:** Thomas Skiles, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on awarding RFP #2104 Irrigation Maintenance and Repair Services to the overall best respondent, America Irrigation Repair LLC.

**Background**

Purchasing solicited sealed proposals for Irrigation Maintenance and Repair Services. Three suppliers viewed the RFP of which one supplier responded. The response that was received was evaluated by an evaluation committee. American Irrigation Repair's response was found to be responsive and acceptable. The amount of this award will be \$25,768.00. Funding source 01.0100.0509.004810. Funding was approved in the FY20 budget.

**Fiscal Impact**

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

**Attachments**

[Recommendation Letter](#)

[Solicitation Summary](#)

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Thomas Skiles  
Final Approval Date: 10/10/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

10/09/2019 05:06 PM  
10/10/2019 08:32 AM  
Started On: 10/03/2019 02:39 PM



Williamson County Facilities  
3101 SE Inner Loop  
Georgetown, Texas 78626  
512-943-1599  
[facilities@wilco.org](mailto:facilities@wilco.org)

October 3, 2019

To: Purchasing

Re: RFP 2104 Recommendation

The recommendation from the RFP Evaluation Committee is to award the Irrigation Maintenance and Repair Services contract to American Irrigation Repair, LLC. This evaluation is based on price for services, professional experience, on-going training, headquarter location, availability of skilled labor, responsiveness to emergencies, special capabilities and equipment, relevant experience on similar projects, and references.

American Irrigation Repair, LLC is a local company that has been in business for 22 years and has provided Williamson County great service.

The Facilities Department recommends that Williamson County award the contract based on the committee's recommendation.

Sincerely,

A handwritten signature in blue ink, which appears to read 'Dale Butler'. The signature is fluid and cursive, with a large initial 'D' and 'B'.

Dale Butler  
Facilities Director  
Williamson County

## Solicitation summary (2104)

### Details

Reference number:

Procedure: Sealed without Preselection

Description:

**SOLICITATION NOTICE:**

Notice is hereby given that Williamson County will be accepting sealed Proposals for the above-mentioned goods and/or services.

**Williamson County prefers and request electronic submittal of this Proposal.** However paper proposals will currently still be received. Instruction for submission via hard-copy are included in this RFP.

-----  
**GENERAL INFORMATION:**

Williamson County is seeking proposals from independent contractors with demonstrated competence and experience to provide irrigation maintenance and repair services for County owned facilities and properties, in accordance with the following inspections. Will include inspections and system checks, annual backflow testing, labor rate for repairs, labor rate for minor installations, and quarterly reporting.

**INITIAL CONTRACT TERM:**

2 Years

**RENEWAL OPTIONS:**

4 Annual Renewal Options

-----  
**PARTICIPATION:**

Interested Suppliers can view the full details of the Solicitation by clicking the '**PARTICIPATE**' button below.

Selecting the participate button does not obligate you to submit a response to this Solicitation but is necessary in order to view the details of this Solicitation.

**\*\*\* I DON'T SEE A PARTICIPATE BUTTON \*\*\***

You must be on the <https://platform-us.negometrix.com> website in order to access Williamson County's Solicitation information.

-----  
**SUPPORT**

Should you need assistance in using the software please contact the Negometrix Service Desk at:

Telephone: (724) 888-5294

Email: [servicedesk.us@negometrix.com](mailto:servicedesk.us@negometrix.com)

Or view the Negometrix 'Supplier Guide' located on the Help page.

**Technical Assistance (Mon - Fri: 8 am to 5 pm)**

### Awarded supplier(s)

The winner has not been announced

### Offers/Applications from suppliers

- **Suppliers** (Number of suppliers: 3)
  - Cen-Tex Electrical Services
    - Participant since : Sep 26 2019 9:08:07 PM
  - American Irrigation Repair LLC
    - Participant since : Sep 16 2019 2:56:18 PM
  - Virtual Builders Exchange
    - Participant since : Sep 11 2019 3:41:33 PM
- **Offer phase** (Number of offers in phase: 1)
  - American Irrigation Repair LLC (American Irrigation Repair LLC) Time and date of submitting: Oct 2 2019 9:24:43 AM
- **Evaluation** (Number of offers in phase: 1)
  - American Irrigation Repair LLC (American Irrigation Repair LLC)
- **Offer-verification** (Number of offers in phase: 0)
- **Awarding** (Number of offers in phase: 0)

## Schedule

Name	Type	Start date	End date	Responsible person
Creation date	Date	Aug 23 2019 8:00 AM	—	Blake Skiles
Preparation	Phase	Aug 23 2019 8:00 AM	Sep 10 2019 10:00 AM	
Offer phase	Phase	Sep 10 2019 10:00 AM	Oct 2 2019 3:00 PM	
Q&A Deadline	Date	Sep 27 2019 3:00 PM	—	
Evaluation	Phase	Oct 2 2019 3:00 PM	Oct 3 2019 2:00 PM	
Offer-verification phase	Phase	Oct 3 2019 2:00 PM	Oct 3 2019 2:35 PM	
Award phase	Date	Oct 3 2019 2:35 PM	—	
Consensus Meeting	Date	Oct 4 2019 12:00 AM	—	

## Results

- **Offer phase** (Sep 10 2019 - Oct 2 2019)

### Williamson County- RFP

#### Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Allowed to next phase
1	American Irrigation Repair LLC	1	-	-	-	-	\$25,768	88%	Yes

#### Labor Rates

#### Result

Rank	Name	Price	Allowed to next phase
1	American Irrigation Repair LLC	—	Yes

- **Evaluation**

### Williamson County- RFP

#### Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Allowed to next phase
1	American Irrigation Repair LLC	1	-	-	-	-	\$25,768	88%	Yes

#### Labor Rates

#### Result

Rank	Name	Price	Allowed to next phase
1	American Irrigation Repair LLC	—	Yes

- **Offer-verification** (Oct 3 2019)

- **Awarding**

## Contracts

There are no contracts added

## Comments

No comments

**Commissioners Court - Regular Session**

**27.**

**Meeting Date:** 10/15/2019

Steger Bizzell WA1 Sup2 Design Svcs for Culverts

**Submitted For:** Robert Daigh

**Submitted By:** Vicky Edwards, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 1 under Williamson County Contract between Steger Bizzell Engineering, Inc. and Williamson County dated January 17, 2017 for Professional Engineering Design Services for Culverts.

**Background**

This supplemental is to decrease the maximum amount payable from \$215,000.00 to \$185,707.42.

**Fiscal Impact**

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

**Attachments**

[Steger Bizzell WA1 Sup2 Design Svcs for Culverts](#)

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 10/10/2019

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

10/10/2019 09:32 AM

10/10/2019 09:43 AM

Started On: 10/07/2019 11:54 AM

**SUPPLEMENTAL WORK AUTHORIZATION NO.   2**  
**TO**  
**WORK AUTHORIZATION NO.   1**

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:**  
**Professional Engineering Design Services for Culverts**

This Supplemental Work Authorization No.   2   to Work Authorization No.   1   is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **January 17, 2017** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Steger Bizzell Engineering, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No.   1   dated effective **February 7, 2017** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The maximum amount payable for services under the Work Authorization is hereby decreased from **\$215,000.00** to **\$185,707.42**.

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

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

**IN WITNESS WHEREOF**, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

**FIRM:**

By: \_\_\_\_\_



Signature

Curtis Steger

Printed Name

President

Title

10/7/19

Date

**COUNTY:**

By: \_\_\_\_\_

Signature

Bill Gravell, Jr.

Printed Name

Williamson County Judge

Title

Date

**Commissioners Court - Regular Session**

**28.**

**Meeting Date:** 10/15/2019

Steger Bizzell WA2 Sup2 On Call Professional Engr Svcs

**Submitted For:** Robert Daigh

**Submitted By:** Vicky Edwards, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 2 under Williamson County Contract between Steger Bizzell Engineering, Inc. and Williamson County dated January 17, 2017 for On Call Professional Engineering Services.

**Background**

This supplemental is to decrease the maximum amount payable from \$50,000.00 to \$29,903.96.

**Fiscal Impact**

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

**Attachments**

Steger Bizzell WA2 Sup2 On Call Professional Engr Svcs

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 10/10/2019

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

10/10/2019 09:32 AM

10/10/2019 09:45 AM

Started On: 10/07/2019 11:59 AM

**SUPPLEMENTAL WORK AUTHORIZATION NO.   2**  
**TO**  
**WORK AUTHORIZATION NO.   2**

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:**  
**On Call Professional Engineering Services**

This Supplemental Work Authorization No.   2   to Work Authorization No.   2   is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **January 17, 2017** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Steger Bizzell Engineering, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No.   2   dated effective **February 7, 2017** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The maximum amount payable for services under the Work Authorization is hereby decreased from **\$50,000.00** to **\$29,903.96**.

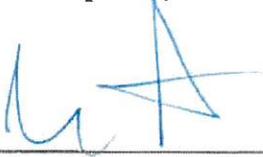
County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations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

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM:



By: \_\_\_\_\_

Signature

Curtis Steger

Printed Name

President

Title

10/7/19

Date

COUNTY:

By: \_\_\_\_\_

Signature

Bill Gravell, Jr.

Printed Name

Williamson County Judge

Title

Date

**Commissioners Court - Regular Session**

**29.**

**Meeting Date:** 10/15/2019

Steger Bizzell WA4 Sup1 Engr Design Svcs for Culverts

**Submitted For:** Robert Daigh

**Submitted By:** Vicky Edwards, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 4 under Williamson County Contract between Steger Bizzell Engineering, Inc. and Williamson County dated January 17, 2017 for Professional Engineering Design Services for Culverts.

**Background**

This supplemental is to increase the maximum amount payable from \$105,000.00 to \$154,388.62.

**Fiscal Impact**

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

**Attachments**

[Steger Bizzell WA4 Sup1 Engr Design Svcs for Culverts](#)

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 10/10/2019

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

10/10/2019 09:32 AM

10/10/2019 10:20 AM

Started On: 10/07/2019 11:59 AM

**SUPPLEMENTAL WORK AUTHORIZATION NO.   1**  
**TO**  
**WORK AUTHORIZATION NO.   4**

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:**  
**Professional Engineering Design Services for Culverts**

This Supplemental Work Authorization No.   1   to Work Authorization No.   4   is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **January 17, 2017** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Steger Bizzell Engineering, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No.   4   dated effective **February 26, 2019** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The maximum amount payable for services under the Work Authorization is hereby increased from **\$105,000.00** to **\$154,388.62**.

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

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

**FIRM:**

By: \_\_\_\_\_

Signature

Curtis Steger

Printed Name

President

Title

10/7/19

Date

**COUNTY:**

By: \_\_\_\_\_

Signature

Bill Gravell, Jr.

Printed Name

Williamson County Judge

Title

Date

**Commissioners Court - Regular Session**

**30.**

**Meeting Date:** 10/15/2019

Kleinfelder WA1 Sup2 On Call Geotech Engr and Materials Testing

**Submitted For:** Robert Daigh

**Submitted By:** Vicky Edwards, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 1 under Williamson County Contract between Kleinfelder, Inc. and Williamson County dated February 23, 2017 for On Call Geotechnical Engineering and Materials Testing.

**Background**

This supplemental is to decrease the maximum amount payable from \$50,000.00 to \$17,603.37.

**Fiscal Impact**

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

**Attachments**

Kleinfelder WA1 Sup2 On Call Geotech Engr

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 10/10/2019

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

10/10/2019 09:32 AM

10/10/2019 10:43 AM

Started On: 10/08/2019 02:17 PM

**SUPPLEMENTAL WORK AUTHORIZATION NO.   2**  
**TO**  
**WORK AUTHORIZATION NO.   1**

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:**  
**On Call Geotechnical Engineering and Materials Testing**

This Supplemental Work Authorization No.   2   to Work Authorization No.   1   is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **February 23, 2017** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Kleinfelder, Inc.**(the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No.   1   dated effective **May 16, 2017** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The maximum amount payable for services under the Work Authorization is hereby decreased from **\$50,000.00** to **\$17,603.37**.

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

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

**IN WITNESS WHEREOF**, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

**FIRM:**

By:  \_\_\_\_\_

Signature

Jason Reeves, PE

\_\_\_\_\_  
Printed Name

Materials Manager

\_\_\_\_\_  
Title

October 7, 2019

\_\_\_\_\_  
Date

**COUNTY:**

By: \_\_\_\_\_

Signature

Bill Grayell, Jr.

\_\_\_\_\_  
Printed Name

Williamson County Judge

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Commissioners Court - Regular Session**

**31.**

**Meeting Date:** 10/15/2019

Kleinfelder WA2 Sup3 On Call Geotech Engr and Materials Testing

**Submitted For:** Robert Daigh

**Submitted By:** Vicky Edwards, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 2 under Williamson County Contract between Kleinfelder, Inc. and Williamson County dated February 23, 2017 for On Call Geotechnical Engineering and Materials Testing.

**Background**

This supplemental is to increase the maximum amount payable from \$70,000.00 to \$102,396.63.

**Fiscal Impact**

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

**Attachments**

Kleinfelder WA2 Sup3 On Call Geotech Engr and Materials Testing

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 10/10/2019

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

10/10/2019 09:32 AM

10/10/2019 10:45 AM

Started On: 10/08/2019 02:17 PM

**SUPPLEMENTAL WORK AUTHORIZATION NO.   3**  
**TO**  
**WORK AUTHORIZATION NO.   2**

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:**  
**On Call Geotechnical Engineering and Materials Testing**

This Supplemental Work Authorization No.   3   to Work Authorization No.   2   is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **February 23, 2017** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Kleinfelder, Inc.**(the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No.   2   dated effective **August 28, 2018** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The maximum amount payable for services under the Work Authorization is hereby increased from **\$70,000.00** to **\$102,396.63**.

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

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

**IN WITNESS WHEREOF**, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

**FIRM:**



By: \_\_\_\_\_

Signature

Jason Reeves, PE

Printed Name

Materials Manager

Title

October 8, 2019

Date

**COUNTY:**

By: \_\_\_\_\_

Signature

Bill Gravell, Jr.

Printed Name

Williamson County Judge

Title

Date

**Commissioners Court - Regular Session**

**32.**

**Meeting Date:** 10/15/2019

Discuss consider and take appropriate action on Change Order No 1 to contract number IFB 1806 238 for the CR 129 Bridge at Brushy Creek

**Submitted For:** Terron Evertson

**Submitted By:** Kelly Murphy, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB 1806-238, in the amount of \$17,225.00 for the CR 129 Bridge at Brushy Creek.

**Background**

This Change Order is a balancing Change Order. All work has been completed and punch list items appropriately resolved. Original contract amount was \$118,675.00. With the addition of this change order of \$17,225.00, final contract amount will be \$135,900.00.

**Fiscal Impact**

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

**Attachments**

Change Order No. 1- CR 129 Bridge at Brushy Creek

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Kelly Murphy  
Final Approval Date: 10/10/2019

**Reviewed By**

Andrea Schiele

**Date**

10/10/2019 11:55 AM  
Started On: 10/10/2019 11:26 AM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

- 1. CONTRACTOR: RHB Construction
- 2. Change Order Work Limits: Sta. Brushy Creek to Sta. Brushy Creek
- 3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
- 4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project:	<u>IFB 1806-238</u>
Roadway:	<u>CR 129 Bridge</u>
Purchase Order Number:	<u></u>

5. Describe the work being revised:

Quantities adjusted due to differing site conditions.

- 6. Work to be performed in accordance with Items: All
- 7. New or revised plan sheet(s) are attached and numbered: N/A
- 8. New Special Provisions to the contract are attached:  Yes  No

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

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

<p><i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR Date <u>10-10-19</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>Tracey Hummel</u></p> <p>Typed/Printed Title <u>president.</u></p>	<p><b>The following information must be provided</b></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>\$17,225.00</u></p>
---	--

RECOMMENDED FOR EXECUTION:

- [Signature] 10-10-2019  APPROVED  REQUEST APPROVAL  
Project Manager / Construction Observer Date
- [Signature] 10/10/19  APPROVED  REQUEST APPROVAL  
Design Engineer Date
- [Signature] 10/10/19  APPROVED  REQUEST APPROVAL  
Program Manager Date

Design Engineer's Seal:



- APPROVED  REQUEST APPROVAL  
County Commissioner Precinct 4 Date
- APPROVED  REQUEST APPROVAL  
County Judge Date



## CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

**Commissioners Court - Regular Session**

**33.**

**Meeting Date:** 10/15/2019

Truck purchase for R&B

**Submitted For:** Randy Barker

**Submitted By:** Kerstin Hancock, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving purchase of two (2) 2020 Ford F-350 w/Dumping Flat Bed in the total amount of \$73,830.60 and two (2) 2020 Ford F-350 w/Knapheide Service Body in the total amount of \$73,062.60 plus a one-time administrative fee of \$300 from Silsbee Ford, as per GoodBuy Contract #19-8F000.

**Background**

See attached quotes for details. Department Contact is Kevin Teller or Terron Evertson. Funding Source: 01.0200.0210.005700.

**Fiscal Impact**

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

**Attachments**

[quote](#)

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Kerstin Hancock  
Final Approval Date: 10/10/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

10/10/2019 09:39 AM  
10/10/2019 11:00 AM  
Started On: 10/09/2019 02:38 PM



**PRODUCT PRICING SUMMARY**

**GOODBUY 19-8F000 VEHICLES**

**VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656**

End User: WILLIAMSON COUNTY  
 Contact: KEVIN TELLER  
 Email: [kevin.teller@wilco.org](mailto:kevin.teller@wilco.org)  
 Product Description: FORD F-350

Prepared by: MICHAEL WILEY  
 Phone: 254-541-9061  
 Email: [mwiley.silsbeefleet@gmail.com](mailto:mwiley.silsbeefleet@gmail.com)  
 Date: September 30, 2019

A. Bid Item: 7.16 ALT A. Base Price: \$ 26,190.00

**B. Factory Options**

Code	Options	Bid Price	Code	Options	Bid Price
		\$ -	F3G	2020 REGULAR CAB DRW 4X2 CHASSIS	\$ 484.00
				6.2L V8; 6-SPD AUTOMATIC	INCL
				VINYL SEATS; RUBBER FLOOR	INCL
				A/C; AM/FM/MP3/SYNC RADIO	INCL
				60" CAB TO AXLE	INCL
			90L	POWER WINDOWS AND LOCKS	\$ 915.00
			52B	BRAKE CONTROLLER	\$ 270.00
			525	CRUISE CONTROL	\$ 235.00

**Total of B. Published Options: \$ 1,904.00**

**Published Option Discount (5%) \$ (95.20)**

**C. Additional Options [not to exceed 25%] \$= 0.0 %**

Options	Bid Price	Options	Bid Price
WHITE	COLOR		
150-180 DAYS ESTIMATED	DELIVERY		

**Total of C. Unpublished Options: \$ -**

D. Floor Plan Interest (for in-stock and/or equipped vehicles):	\$ -
E. Lot Insurance (for in-stock and/or equipped vehicles):	\$ -
F. Contract Price Adjustment: <u>GENERAL KNAPHEIDE SERVICE BODY</u>	\$ 8,095.00
G. Additional Delivery Charge: <u>250</u> miles	\$ 437.50
H. Subtotal:	\$ 36,531.30
I. Quantity Ordered <u>1</u> x K =	\$ 36,531.30
J. Trade in: _____	\$ -
K. GOODBUY Administrative Fee (\$300 per purchase order)	\$ 300.00
L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE	<b>\$ 36,831.30</b>





**PRODUCT PRICING SUMMARY**

**GOODBUY 19-8F000 VEHICLES**

**VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656**

End User: WILLIAMSON COUNTY

Prepared by: MICHAEL WILEY

Contact: KEVIN TELLER

Phone: 254-541-9061

Email: kevin.teller@wilco.org

Email: mwiley.silsbeefleet@gmail.com

Product Description: FORD F-350

Date: September 30, 2019

A. Bid Item: 7.16 ALT

A. Base Price: \$ **26,190.00**

**B. Factory Options**

Code	Options	Bid Price	Code	Options	Bid Price
		\$ -	F3G	2020 REGULAR CAB DRW 4X2 CHASSIS	\$ 484.00
				6.2L V8; 6-SPD AUTOMATIC	INCL
				VINYL SEATS; RUBBER FLOOR	INCL
				A/C; AM/FM/MP3/SYNC RADIO	INCL
				60" CAB TO AXLE	INCL
			90L	POWER WINDOWS AND LOCKS	\$ 915.00
			52B	BRAKE CONTROLLER	\$ 270.00
			525	CRUISE CONTROL	\$ 235.00

**Total of B. Published Options: \$ 1,904.00**

**Published Option Discount (5%) \$ (95.20)**

**C. Additional Options [not to exceed 25%]**

\$= 0.0 %

Options	Bid Price	Options	Bid Price
WHITE	COLOR		
150-180 DAYS ESTIMATED	DELIVERY		

**Total of C. Unpublished Options: \$ -**

- D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -
- E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -
- F. Contract Price Adjustment: GENERAL 9FT DUMPING FLAT BED \$ **8,479.00**
- G. Additional Delivery Charge: 250 miles \$ **437.50**
- H. Subtotal: \$ **36,915.30**
- I. Quantity Ordered 1 x K = \$ **36,915.30**
- J. Trade in: \_\_\_\_\_ \$ -
- K. GOODBUY Administrative Fee (\$300 per purchase order) \$ **300.00**
- L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ **37,215.30**



Our Quotation # 081506-00

09/30/2019

To :

**SILSBEE FORD,INC**  
**1355 BUSINESS HWY 90 SOUTH**  
**Silsbee TX 77656**  
**United States**

**Quotation Valid Thru : 10/30/2019**

**Attention : MICHAEL WILEY**

**Your Request : WILLIAMSON CO**

*We are pleased to quote your requirements as shown below. Our company has a reputation for delivering quality products on time and we look forward to the opportunity of serving you.*

*Prices do not include any Federal, State, or Local taxes unless otherwise indicated.*

Item	Facility / Part / Rev / Description / Details	Quantity Quoted	Unit Price	Extended Price
001	<b>Default</b> <b>WILLIAMSON COUNTY DUMP</b> Rev NS                      U/M EA TO FIT DRW CHASSIS W/60" CA 9FT X 96" GB DUMPING FLATBED WITH 3/16" SMOOTH PLATE FLOOR 3" STRUCTURAL CHANNEL CROSSMEMBERS ON 12" CENTERS 3" STRUCTURAL CHANNEL END AND SIDE RAILS 4" STRUCTURAL CHANNEL LONGSILLS OUTSIDE STAKE POCKETS W/FLAT BAR RUB RAILS ON SIDES 40" HALF SMOOTH STEEL-HALF EXPANDED METAL HEADBOARD HEADBOARD SUPPORTED WITH FOUR 3" CHANNEL UPRIGHTS 40" METAL STAKE SIDES AND REAR RUGBY SR 4016 ED ELEC/HYD HOIST DBLE ACTING NTEA CLASS 20 BODY PAINTED BLACK, ICC LIGHTS, REFLECTORS,& PLAIN MUDFLAPS  ACME ICC BUMPER W/CLASS V REAR HITCH & 7-WAY PLUG  OPTIONS: REAR VIEW CAMERA INSTALL WHEN EQUIPPED WITH OEM 872 OR BETTER CAMERA OPTION-----ADD:\$325.00	1.0000	8,479.0000	US\$ 8,479.00

**Total Items Price                      US\$ 8,479.00**

Orders cancelled for any reason will be subject to 100% of all labor cost incurred up to the time of cancellation, 25% restocking fee of all standard parts, 100% of all special order parts having to be returned to the vendor (including freight) or parts deemed as not able to be used on additional jobs, and 75% of selling price of all fabricated parts.

Thanks again for your interest in our company as one of your suppliers.

Prices do not include any Federal, State, or Local taxes unless otherwise indicated.

**Commissioners Court - Regular Session**

**34.**

**Meeting Date:** 10/15/2019

Discuss consider and take appropriate action on approval of the final plat for the CR 198 Manville Water Tank Site subdivision – Pct 4

**Submitted For:** Terron Evertson

**Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure

**Division:** Road & Bridge

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the CR 198 Manville Water Tank Site subdivision – Precinct 4.

**Background**

This proposed subdivision consists of 1 lot and no new public roads.

**Timeline**

- 2019-05-24 – initial submittal of the final plat
- 2019-07-11 – 1<sup>st</sup> review complete with comments
- 2019-09-23 – approval of the plat by the City of Pflugerville
- 2019-10-02 – 2<sup>nd</sup> submittal of final plat with all signatures
- 2019-10-10 – 2<sup>nd</sup> review complete with all comments cleared
- 2019-10-10 – final plat placed on the October 15, 2019 Commissioners Court agenda for consideration

**Fiscal Impact**

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

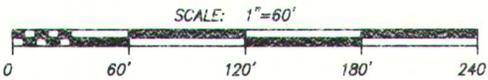
**Attachments**

[final plat - Manville Water Tank](#)

**Form Review**

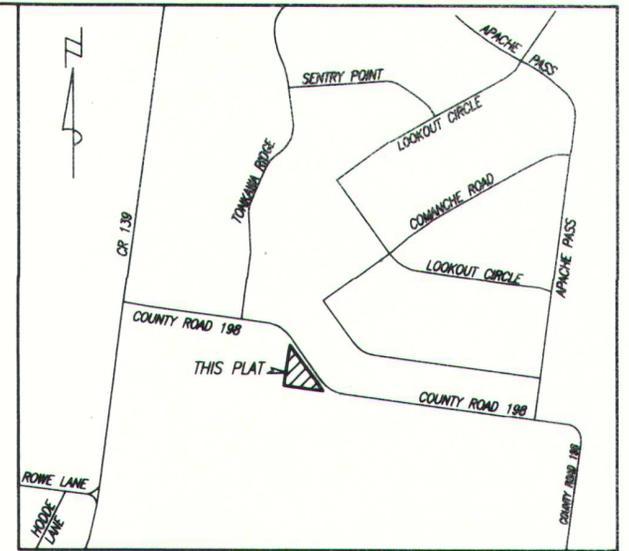
<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Andrea Schiele	10/10/2019 11:23 AM
Form Started By: Adam Boatright		Started On: 10/10/2019 10:44 AM
Final Approval Date: 10/10/2019		

FINAL PLAT OF  
**CR 198 - MANVILLE WATER TANK SITE**  
 WILLIAMSON COUNTY, TEXAS



- LEGEND:**
- = FOUND 1/2" IRON ROD WITH "RJ SURVEYING" CAP (UNLESS NOTED OTHERWISE)
  - = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
  - △ = CALCULATED POINT
  - OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
  - PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
  - ROW = RIGHT-OF-WAY
  - = APPROXIMATE ETJ LINE
  - ⊕ = BENCHMARK
  - BL = BUILDING LINE

BEARING BASIS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)



LOCATION MAP  
 SCALE: 1" = 1000'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
C1	83.06'	300.00'	015°51'50"	S43°02'29"E	82.80'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N48°33'36"E	27.96'
L2	N82°32'08"E	36.53'

**OWNER:**  
 ROBERT M. TIEMANN  
 4421 ROWE LANE  
 PFLUGERVILLE, TX 78660  
 TRAVIS COUNTY

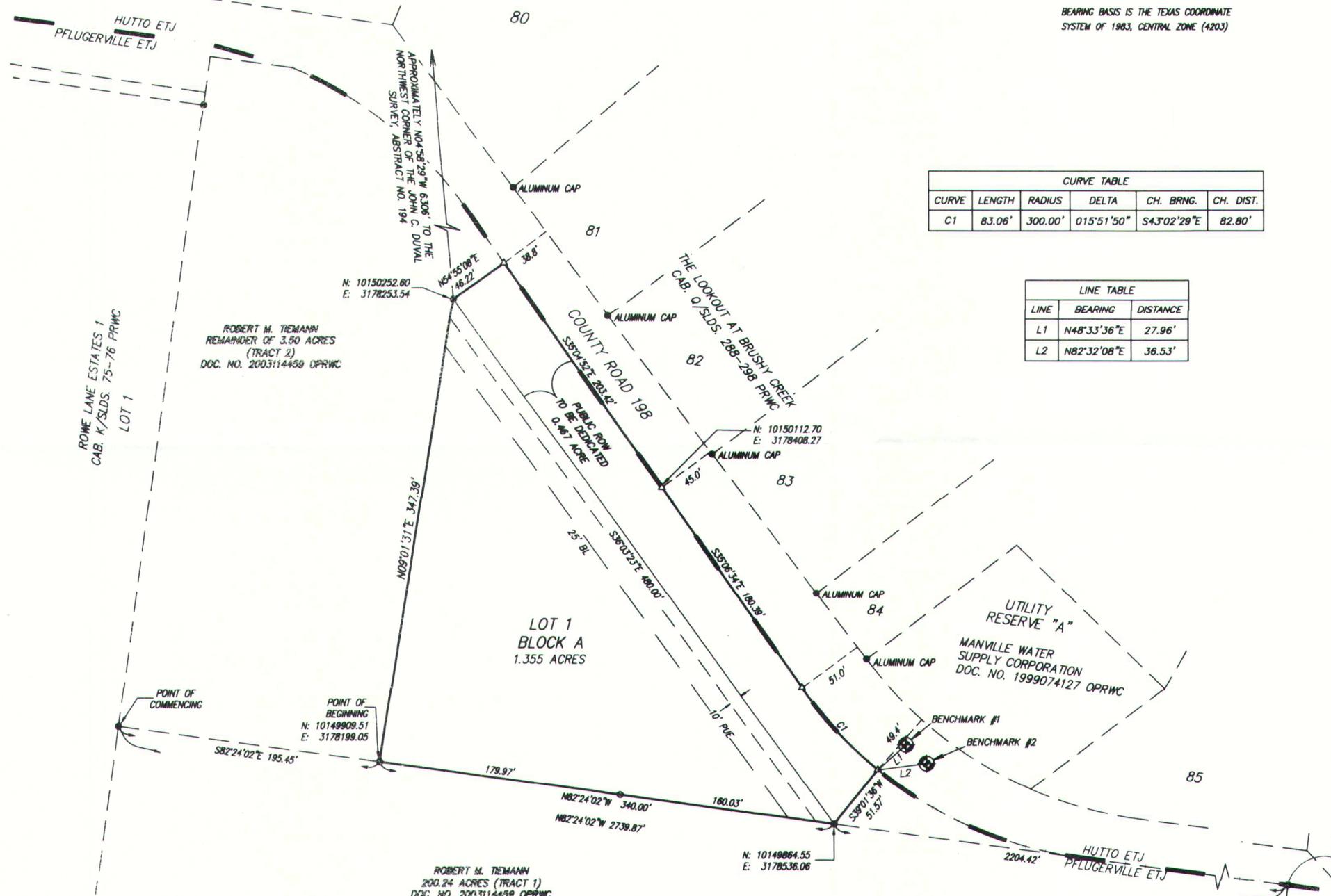
**BENCHMARKS:**

**BENCHMARK #1**  
 "X" ON CONCRETE HEADWALL  
 N: 10,149923.12  
 E: 3,178589.50  
 ELEV: 654.540' NAVD 88

**BENCHMARK #2**  
 "TRIANGLE" ON CONCRETE HEADWALL  
 N: 10,149909.36  
 E: 3,178604.76  
 ELEV: 654.68' NAVD 88

CULVERT TABLE				
DRIVWAY	CULVERT SIZE	CULVERT LENGTH	INVERT IN	INVERT OUT
1	18"	22'	654.2	654.0

CULVERT SHALL BE INSTALLED WITH SAFETY END TREATMENT.



ROBERT M. TIEMANN  
 REMAINDER OF 3.50 ACRES  
 (TRACT 2)  
 DOC. NO. 2003114459 OPRWC

ROWE LANE ESTATES 1  
 CAB. K/SLDS. 75-76 PRWC  
 LOT 1

LOT 1  
 BLOCK A  
 1.355 ACRES

UTILITY RESERVE "A"  
 MANVILLE WATER SUPPLY CORPORATION  
 DOC. NO. 1999074127 OPRWC

ROBERT M. TIEMANN  
 200.24 ACRES (TRACT 1)  
 DOC. NO. 2003114458 OPRWC

**STREET DATA:**

COUNTY ROAD 198  
 RIGHT-OF-WAY: VARIABLE WIDTH  
 LENGTH: 467'

**SITE DATA:**

LOT 1, BLOCK A: 1.355 ACRES  
 ROW TO BE DEDICATED: 0.467 ACRE  
 AREA OF THIS PLAT: 1.822 ACRES

LOTS: 1  
 BLOCKS: 1

**SURVEY:**  
 JOHN C. DUVAL SURVEY, ABSTRACT NO. 194

DATE: MAY 21, 2019 SCALE: 1" = 60'

**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**  
 2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664  
 (512) 836-4793 FAX: (512) 836-4817 F-9784

**RJ SURVEYING & ASSOCIATES, INC.**  
 2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664  
 (512) 836-4793 FAX: (512) 836-4817

SHEET 1 OF 2 SHEETS

F-10015400

FINAL PLAT OF  
**CR 198 - MANVILLE WATER TANK SITE**  
 WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

A PARCEL OF LAND IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE JOHN C. DUVAL SURVEY, ABSTRACT NO. 194; BEING PART OF A 3.50 ACRE (TRACT 2) OF LAND CONVEYED TO ROBERT M. TIEMANN BY DEED RECORDED IN DOCUMENT NO. 2003114459 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY (OPRWC), TEXAS AND PART OF A 0.61 ACRE TRACT OF LAND CONVEYED TO ROBERT M. TIEMANN BY DEED RECORDED IN DOCUMENT NUMBER 2003114458, OPRWC; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/4" IRON ROD FOUND WITH CAP MARKED "RJS" SET MONUMENTING THE SOUTHWEST CORNER OF THE ABOVE REFERENCED 3.50 ACRE (TRACT 2) AND THE NORTHWEST CORNER OF A 200.24 ACRE (TRACT 1) CONVEYED TO ROBERT M. TIEMANN BY DEED RECORDED IN DOCUMENT NO. 2003114159, OPRWC;

THENCE WITH THE NORTH LINE OF SAID 200.24 ACRE (TRACT 1), S82°24'02"E A DISTANCE OF 195.45 FEET TO A 1/4" IRON ROD SET, FOR THE POINT OF BEGINNING OF THIS TRACT;

THENCE ACROSS SAID 3.50 ACRE TRACT, THE FOLLOWING TWO COURSES:

1. N09°01'31"E A DISTANCE OF 347.39 FEET TO A 1/4" IRON ROD SET, FROM WHICH THE NORTHWEST CORNER OF THE JOHN C. DUVAL SURVEY, ABSTRACT NO. 194 BEARS APPROXIMATELY N04°58'29"W A DISTANCE OF 6306 FEET;
2. N54°55'08"E A DISTANCE OF 46.22 FEET TO A CALCULATED POINT ON THE NORTHEAST LINE OF SAID 3.50 ACRE TRACT;

THENCE ALONG SAID NORTHEAST LINE, THE FOLLOWING THREE COURSES:

1. S35°04'52"E A DISTANCE OF 203.42 FEET TO A CALCULATED POINT;
2. S35°06'34"E A DISTANCE OF 180.39 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT;
3. SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE A LENGTH OF 83.06 FEET, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 15°51'50", AND A CHORD BEARING S43°02'29"E, 82.80 FEET TO A CALCULATED POINT;

THENCE ACROSS SAID 0.61 ACRE TRACT, S39°01'36"W A DISTANCE OF 51.57 FEET TO A 1/4" IRON ROD SET ON THE NORTH LINE OF SAID 200.24 ACRE TRACT;

THENCE ALONG SAID NORTH LINE, N82°24'02"W A DISTANCE OF 340.00 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 1.822 ACRES, MORE OR LESS.  
 ALL IRON RODS SET HAVE "RJ SURVEYING" CAPS.  
 BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

THAT ROBERT M. TIEMANN, BEING THE OWNER OF THAT 3.50 ACRE (TRACT 2) TRACT OF LAND AND THAT 0.61 ACRE TRACT OF LAND, OUT THE JOHN C. DUVAL SURVEY, ABSTRACT NO. 194, IN WILLIAMSON COUNTY, TEXAS, SAME BEING CONVEYED BY DEEDS OF RECORD IN DOCUMENT NOS. 2003114459 AND 2003114458 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 1.822 ACRES OF LAND IN ACCORDANCE WITH THIS PLAT AND CHAPTERS 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS "CR 198 - MANVILLE WATER TANK SITE", DOES HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DOES HEREBY DEDICATE TO WILLIAMSON COUNTY AND THE PUBLIC THE USE OF ALL STREETS, ALLEYS, PARKS, AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND, THIS THE 16 DAY OF September, 2019, A.D.

ROBERT M. TIEMANN

BY: [Signature]  
 ROBERT M. TIEMANN  
 4421 ROWE LANE  
 PFLUGERVILLE, TX 78660

STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROBERT M. TIEMANN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OR WRITING, ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE 16 DAY OF September, 2019, A.D.

BY: [Signature]  
 NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: THERESA MORGAN  
 MY COMMISSION EXPIRES: 7-18-20



BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE WILLIAMSON COUNTY FLOODPLAIN REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

[Signature]  
 J. TERRON EVERTSON, P.E., C.F.M.  
 WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR

10/10/19  
 DATE

APPROVED THIS 13 DAY OF September, 2019 BY THE PLANNING DIRECTOR OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY OF PFLUGERVILLE.

BY: [Signature]  
 EMILY BARRON, MCP, PLANNING DIRECTOR

ATTEST:  
[Signature]  
 KAREN THOMPSON, CITY SECRETARY



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 DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

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

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, STEPHEN R. LAWRENCE, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND, AND THAT ALL CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH ALL CITY OF PFLUGERVILLE, TEXAS CODES AND ORDINANCES AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN HEREON.

[Signature] 9/13/2019  
 STEPHEN R. LAWRENCE  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6352  
 STATE OF TEXAS



STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

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

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

NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100-YEAR FLOOD PLAIN OF ANY WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION, FIRM PANEL NO. 48491C0675E, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.

[Signature] 9/13/19  
 J. KEITH COLLINS, P.E. DATE  
 LICENSED PROFESSIONAL ENGINEER NO. 80579  
 STATE OF TEXAS



STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D., AT \_\_\_\_\_ O'CLOCK, \_\_\_\_\_ M., AND DULY RECORDED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D., AT \_\_\_\_\_ O'CLOCK, \_\_\_\_\_ M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. \_\_\_\_\_

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

NANCY RISTER, CLERK COUNTY COURT  
 OF WILLIAMSON COUNTY, TEXAS

BY: \_\_\_\_\_  
 DEPUTY

DATE: MAY 21, 2019

**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**  
 2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664  
 (512) 836-4793 FAX: (512) 836-4817 F-9784

**RJ SURVEYING & ASSOCIATES, INC.**  
 2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664  
 (512) 836-4793 FAX: (512) 836-4817

**Commissioners Court - Regular Session**

**35.**

**Meeting Date:** 10/15/2019

Discuss consider and take appropriate action on approval of the final plat for the Bailey Park Phase 1 subdivision – Pct

**Submitted For:** Terron Evertson

**Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure

**Division:** Road & Bridge

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Bailey Park Phase 1 subdivision – Precinct 3.

**Background**

This is the first phase of the Bailey Park development. It consists of 143 residential lots, 3 green space & drainage lots, 1 drainage lot and 4,659 feet of new public roads. Roadway and drainage construction is not yet complete, but a financial security in the amount of \$45,739.00 has been posted with the County to cover the cost of the remaining construction.

**Timeline**

- 2019-06-18 – initial submittal of the final plat
- 2019-07-24 – 1<sup>st</sup> review complete with comments
- 2019-08-02 – 2<sup>nd</sup> submittal of final plat
- 2019-08-23 – 2<sup>nd</sup> review complete with comments
- 2019-09-09 – 3<sup>rd</sup> submittal of final plat
- 2019-09-09 – 3<sup>rd</sup> review complete with comments
- 2019-09-14 – 4<sup>th</sup> submittal of final plat
- 2019-09-20 – 4<sup>th</sup> review complete with comments
- 2019-10-09 – 5<sup>th</sup> submittal of final plat with all signatures and a financial security in the amount of the remaining construction
- 2019-10-09 – 5<sup>th</sup> review complete with all comments clear
- 2019-10-10 – final plat placed on the October 15, 2019 Commissioners Court agenda for consideration

**Fiscal Impact**

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

**Attachments**

final plat - Bailey Park Ph I

**Form Review**

**Inbox**

County Judge Exec Asst.  
 Form Started By: Adam Boatright  
 Final Approval Date: 10/10/2019

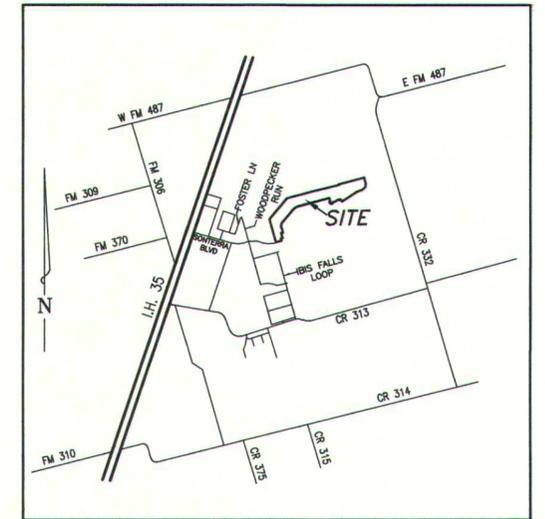
**Reviewed By**

Andrea Schiele

**Date**

10/10/2019 11:25 AM  
 Started On: 10/10/2019 10:49 AM

# FINAL PLAT BAILEY PARK PHASE I



**LOCATION MAP**  
NOT TO SCALE



SCALE: 1"=100'

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83) CENTRAL ZONE. DISTANCES ARE SURFACE. SURFACE TO GRID COMBINED SCALE FACTOR 0.9998800.

ELEVATIONS ARE NAVD88 (GEOID 12A)

LEGAL DESCRIPTION:  
37.116 ACRES OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS

OWNER:  
SONWEST CO.  
3939 BEE CAVE ROAD, SUITE C-100  
AUSTIN, TEXAS 78746

ENGINEER:  
SCOTT J. FOSTER, P.E.  
360 PROFESSIONAL SERVICES, INC.  
TEXAS REGISTRATION F4932  
P.O. BOX 3639  
CEDAR PARK, TEXAS 78630  
512-354-4682

SURVEYOR:  
TIMOTHY A. LENZ, R.P.L.S.  
LENZ & ASSOCIATES, INC.  
FIRM NO. 100290-00  
4150 FREDRICH LANE, SUITE A1  
AUSTIN, TEXAS 78744  
512-443-1174

PAGE 1 OF 5

## LENZ & ASSOCIATES, INC.

FIRM No. 100290-00  
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES

(512) 443-1174  
4150 FREDRICH LANE, SUITE A1  
AUSTIN, TEXAS 78744



SURVEY #: 2005-0363BBB F.B.

26.189 ACRES  
NINTH AMENDMENT TO DECLARATION  
OF CONDOMINIUM REGIME FOR  
SONTERRA II CONDOMINIUMS  
DOC. 2019044346

UNIT 81-B  
DRAINAGE &  
WASTEWATER LOT  
(3.846 AC)

N68°29'29"E 461.17'

(41.21 AC)  
M. HOWARD FASKE  
DOC 2011078782 EXHIBIT D  
PARTITION DEED

STUDIED FLOODPLAIN  
(SEE NOTE 24)

N68°33'32"E 1123.88'

LOT 23  
4.439 AC.

LOT 24  
GREEN SPACE  
AND DRAINAGE  
1.710 AC.

BAILEY PARK DRIVE (50' R.O.W.)

MEANINGFUL DRIVE (50' R.O.W.)

(SEE PAGE 2)

LOT 22  
GREEN SPACE  
AND DRAINAGE  
1.212 AC.

100' WIDE EASEMENT & R.O.W.  
T.P. & L. VOL. 659, PAGE 138  
REVISED VOL. 664, PAGE 835

10' WIDE EASEMENT & R.O.W.  
T.P. & L. VOL. 659, PAGE 138  
REVISED VOL. 664, PAGE 835

POTTERVILLE LANE (50' R.O.W.)

92.641 AC.  
(REM 129.757 AC.)  
ODBODY LP  
DOC. 2019007857

BUILDING SETBACKS:

FRONT STREET 25'  
SIDE STREET 15'  
REAR 10'  
SIDE 5'

SITE BENCHMARK #1 - MAG NAIL SET  
WITH WASHER ON TOP OF CURB ON  
NORTH SIDE, INNER CURB OF  
ROUNDABOUT.  
ELEV. 880.06'

SITE BENCHMARK #2 - 1/2" STEEL PIN  
FOUND W/ CAP MARKED 'FOREST'  
ELEV. 832.70'

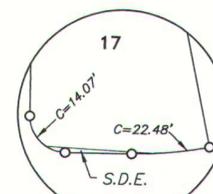
ELEVATIONS (NAVD88, GEOID 12A)

STREET DATA				
STREET	LENGTH	R.O.W. WIDTH	PVMT. WIDTH	DESIGN SPEED
BAILEY PARK DRIVE	2710.5 L.F.	50.00'	30' LOG-LOG	25 MPH
GREATEST GIFT WAY	1131.5 L.F.	50.00'	30' LOG-LOG	25 MPH
DAPHNE LANE	215.0 L.F.	60.00'	37' LOG-LOG	35 MPH
POTTERVILLE LANE	140.0 L.F.	50.00'	30' LOG-LOG	25 MPH
MEANINGFUL DRIVE	314.4 L.F.	50.00'	30' LOG-LOG	25 MPH
UNCLE BILLY WAY	90.9 L.F.	50.00'	30' LOG-LOG	25 MPH
BEDFORD FALLS LANE	56.5 L.F.	50.00'	30' LOG-LOG	25 MPH
TOTAL	4658.8 L.F.			

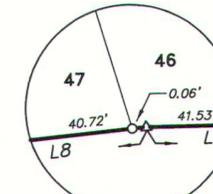
LOT & BLOCK	MINIMUM F.F.E.
LOT 2, BLOCK A	882.5'
LOT 3, BLOCK A	882.5'
LOT 2, BLOCK B	877.5'
LOT 40, BLOCK H	828.5'
LOT 41, BLOCK H	828.5'
LOT 42, BLOCK H	830.5'
LOT 43, BLOCK H	831.5'
LOT 44, BLOCK H	832.5'
LOT 45, BLOCK H	833.0'
LOT 46, BLOCK H	833.5'
LOT 47, BLOCK H	834.5'
LOT 48, BLOCK H	835.0'
LOT 49, BLOCK H	836.0'
LOT 50, BLOCK H	837.0'
LOT 51, BLOCK H	838.0'
LOT 52, BLOCK H	838.5'
LOT 53, BLOCK H	839.5'
LOT 54, BLOCK H	840.5'
LOT 55, BLOCK H	841.0'
LOT 56, BLOCK H	841.5'
LOT 57, BLOCK H	842.0'
LOT 58, BLOCK H	842.5'
LOT 59, BLOCK H	843.0'
LOT 60, BLOCK H	843.5'
LOT 61, BLOCK H	844.0'
LOT 62, BLOCK H	845.0'

**LEGEND**

- CONCRETE MONUMENT FOUND
- 1/2" STEEL PIN FOUND (UNLESS NOTED)
- 1/2" STEEL PIN FOUND W/ CAP MARKED 'RPLS 1817'
- 1/2" STEEL PIN FOUND W/ CAP MARKED 'FOREST'
- 1/2" STEEL PIN SET W/CAP MARKED 'LENZ & ASSOC.'
- PIPE FOUND
- ▲ 60d NAIL FOUND AT FENCE CORNER
- △ COMPUTED POINT
- ⊠ MAILBOX CLUSTER
- ⊙ SPINDLE FOUND
- ⊙ SPINDLE SET
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- F/C/O METAL FENCE CORNER POST
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- W.W.E. WASTEWATER EASEMENT
- W.L.E. WATERLINE EASEMENT
- S.D.E. SIGHT DISTANCE EASEMENT
- B.L. BUILDING LINE
- (BRG.-DIST.) RECORD CALL
- (I) BLOCK LABEL
- R.O.W. RIGHT-OF-WAY
- S.D.E. SIGHT DISTANCE EASEMENT
- W.C.A.D. WILLIAMSON COUNTY APPRAISAL DISTRICT



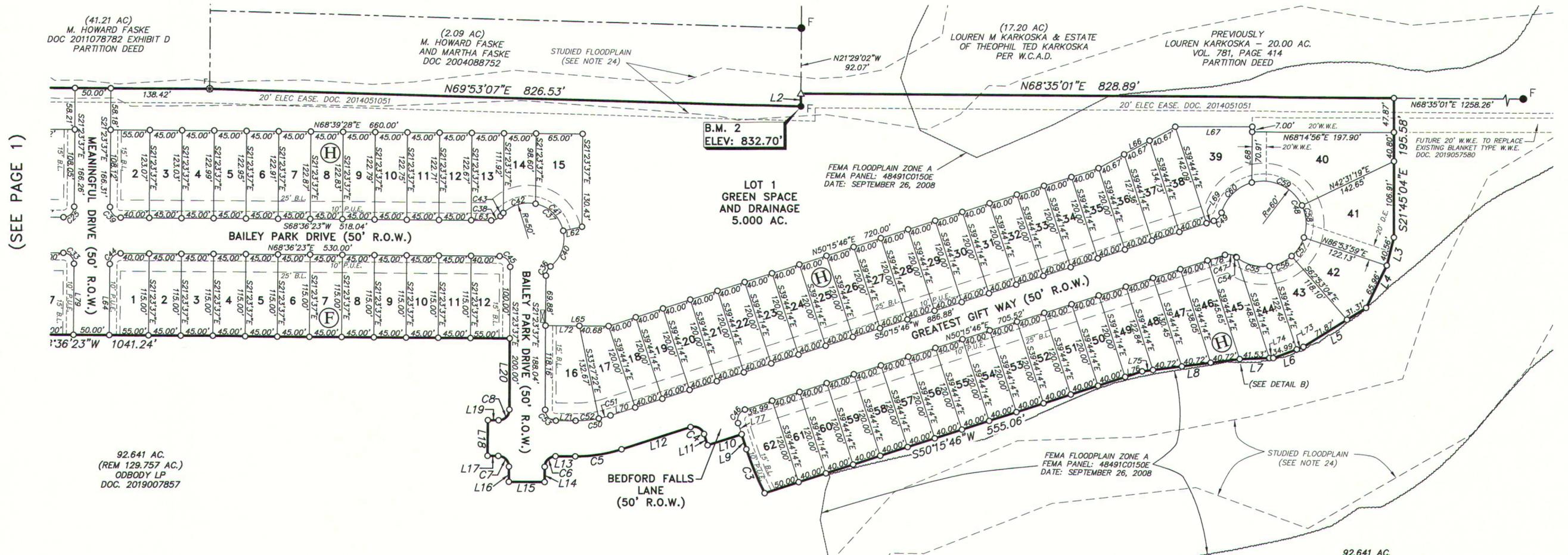
DETAIL A (N.T.S.)



DETAIL B (N.T.S.)

SUBMITTAL DATE: JUNE 18, 2019  
UPDATE #1: JULY 31, 2019

# FINAL PLAT BAILEY PARK PHASE I



(SEE PAGE 1)

CURVE TABLE				
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING
C1	90°00'00"	15.00'	23.56'	S11°30'43"E
C2	90°00'00"	15.00'	23.56'	S78°29'17"W
C3	8°35'20"	445.00'	66.71'	N44°01'55"W
C4	90°00'00"	15.00'	23.56'	N84°44'14"W
C5	18°20'37"	205.00'	65.63'	S59°26'04"W
C6	90°00'00"	15.00'	23.56'	S23°36'23"W
C7	90°00'00"	15.00'	23.56'	N66°23'37"W
C8	90°00'00"	15.00'	23.56'	N23°36'23"E
C9	55°15'02"	255.00'	245.90'	N05°51'46"E
C10	2°13'17"	255.00'	9.89'	N20°39'07"W
C11	9°14'19"	255.00'	41.12'	N14°55'19"W
C12	9°14'19"	255.00'	41.12'	N05°40'59"W
C13	9°14'19"	255.00'	41.12'	N03°33'20"E
C14	9°14'19"	255.00'	41.12'	N12°47'40"E
C15	9°14'19"	255.00'	41.12'	N22°01'59"E
C16	6°50'08"	255.00'	30.42'	N30°04'13"E
C17	90°22'08"	15.00'	23.66'	N23°25'19"E
C18	89°37'52"	15.00'	23.47'	N66°34'41"W
C19	55°15'02"	255.00'	197.68'	N05°51'46"E
C20	90°00'00"	15.00'	23.56'	N78°29'17"E
C21	9°59'32"	205.00'	35.75'	N16°45'59"W
C22	26°08'10"	205.00'	93.51'	N01°17'52"E
C23	19°07'21"	205.00'	68.42'	N23°55'37"E
C24	35°07'06"	255.00'	156.30'	N51°02'50"E
C25	90°00'00"	15.00'	23.56'	N23°36'23"E
C26	3°19'22"	255.00'	14.79'	N35°08'58"E
C27	9°14'19"	255.00'	41.12'	N41°25'48"E
C28	13°07'22"	255.00'	58.40'	N52°36'39"E
C29	8°36'07"	255.00'	38.28'	N63°28'24"E
C30	4°9'56"	255.00'	3.70'	N68°11'25"E
C31	90°00'00"	15.00'	23.56'	N11°30'43"W
C32	35°07'06"	205.00'	125.65'	N51°02'50"E
C33	90°00'00"	15.00'	23.56'	S66°23'37"E
C34	8°24'26"	205.00'	30.08'	N37°41'30"E
C35	26°42'40"	205.00'	95.57'	N55°15'03"E
C36	51°23'12"	16.50'	14.80'	N04°17'59"E

CURVE TABLE				
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING
C37	192°46'25"	50.00'	168.23'	N66°23'37"W
C38	51°23'12"	16.50'	14.80'	S42°54'47"W
C39	90°00'00"	15.00'	23.56'	N66°23'37"W
C40	64°13'49"	50.00'	56.05'	N02°07'20"W
C41	65°37'10"	50.00'	57.26'	N67°02'49"W
C42	55°57'50"	50.00'	48.84'	S52°09'41"W
C43	6°57'35"	50.00'	6.07'	S20°41'58"W
C44	90°00'00"	15.00'	23.56'	N23°36'23"E
C45	90°00'00"	15.00'	23.56'	S66°23'37"E
C46	90°00'00"	15.00'	23.56'	N05°15'46"E
C47	57°08'50"	16.50'	16.46'	N78°50'10"E
C48	294°17'39"	60.00'	308.18'	N39°44'14"W
C49	57°08'50"	16.50'	16.46'	S21°41'21"W
C50	18°20'37"	155.00'	49.62'	S59°26'04"W
C51	6°16'53"	155.00'	16.99'	S53°24'12"W
C52	12°03'45"	155.00'	32.63'	S62°34'30"W
C53	90°00'00"	15.00'	23.56'	N66°23'37"W
C54	1°03'31"	60.00'	1.11'	S73°07'10"E
C55	46°41'38"	60.00'	48.90'	N83°00'15"E
C56	32°32'30"	60.00'	34.08'	N43°23'11"E
C57	30°12'57"	60.00'	31.64'	N12°00'27"E
C58	44°22'40"	60.00'	46.47'	N25°17'21"W
C59	79°37'14"	60.00'	83.38'	N87°17'18"W
C60	59°47'09"	60.00'	62.61'	N23°00'30"E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N22°16'13"E	77.65'
L2	N21°29'02"W	17.96'
L3	S07°28'37"E	40.56'
L4	S04°10'26"W	65.96'
L5	S36°17'44"W	103.18'
L6	S47°13'24"W	45.06'
L7	S66°10'44"W	46.79'
L8	S61°01'36"W	137.42'
L9	N39°44'14"W	22.04'
L10	S50°15'46"W	50.00'
L11	N39°44'14"W	16.50'
L12	S50°15'46"W	101.36'
L13	S68°36'23"W	27.69'
L14	S21°23'37"E	21.50'
L15	S68°36'23"W	50.00'
L16	N21°23'37"W	21.50'
L17	S68°36'23"W	15.00'
L18	N21°23'37"W	50.00'
L19	N68°36'23"E	15.00'
L20	N21°23'37"W	100.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L21	S55°52'29"W	84.20'
L22	S41°58'52"W	73.68'
L23	S01°09'36"W	104.85'
L24	S21°45'45"E	20.00'
L25	S26°27'58"E	60.98'
L26	S21°45'45"E	115.00'
L27	S68°36'23"W	53.91'
L28	S21°23'37"E	170.00'
L29	S68°36'23"W	60.00'
L30	S21°45'45"E	60.00'
L31	N21°45'45"W	25.00'
L32	N16°03'07"W	20.10'
L33	N16°03'07"W	30.15'
L34	N21°45'45"W	15.00'
L35	N33°29'17"E	12.60'
L36	S33°29'17"W	16.59'
L37	N16°03'07"W	50.25'
L38	N21°45'45"W	95.12'
L39	N68°36'23"E	45.68'
L40	S68°36'23"W	46.19'

LINE TABLE		
LINE	BEARING	DISTANCE
L41	N21°45'45"W	10.00'
L42	N26°57'25"W	35.14'
L43	N26°57'25"W	20.08'
L44	N21°45'45"W	25.00'
L45	N21°45'45"W	26.14'
L46	N33°29'17"E	12.60'
L47	S56°30'43"E	100.00'
L48	S33°29'17"W	10.00'
L49	S21°45'45"E	5.00'
L50	S21°45'45"E	15.00'
L51	S21°45'45"E	14.23'
L52	N21°45'45"W	50.13'
L53	N26°57'25"W	55.23'
L54	N21°45'45"W	96.14'
L55	N33°29'17"E	30.22'
L56	S68°26'19"W	35.29'
L57	N33°29'17"E	30.22'
L58	S68°36'23"W	11.24'
L59	S41°58'52"W	31.30'
L61	N56°30'43"W	100.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L60	S33°29'17"W	14.05'
L62	S55°45'46"W	26.92'
L63	S68°36'23"W	28.04'
L64	N21°23'37"W	100.00'
L65	N68°36'23"E	88.03'
L66	N39°49'59"E	122.02'
L67	N68°14'56"E	107.62'
L68	S21°18'41"E	77.91'
L69	S50°15'46"W	10.71'
L70	S50°15'46"W	36.17'
L71	S68°36'23"W	27.69'
L72	N68°36'23"E	47.35'

LINE TABLE		
LINE	BEARING	DISTANCE
L73	S47°13'24"W	10.07'
L74	S66°10'44"W	5.26'
L75	S61°01'36"W	15.21'
L76	S50°15'46"W	25.06'
L77	N39°44'14"W	16.50'
L78	N50°15'46"E	25.53'
L79	S21°23'37"E	100.00'
L80	N33°29'17"E	50.00'
L81	N33°29'17"E	80.00'

**LENZ & ASSOCIATES, INC.**

FIRM No. 100290-00  
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES

(512) 443-1174  
4150 FREIDRICH LANE, SUITE A1  
AUSTIN, TEXAS 78744

SURVEY #: 2005-0363BBB F.B.

# FINAL PLAT BAILEY PARK PHASE I

**FIELD NOTE DESCRIPTION**  
37.116 ACRES

ISAAC BUNKER SURVEY, A-54  
WILLIAMSON COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF 37.116 ACRES OF LAND OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT No. 54, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 37.116 ACRE TRACT DESCRIBED IN A DEED TO SONWEST CO. RECORDED IN DOCUMENT NUMBER \_\_\_\_\_ OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE SAID 37.116 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

NOTE: ALL STEEL PINS SET CITED HEREIN ARE 1/2 INCH DIAMETER WITH CAP MARKED LENZ & ASSOC. BEARINGS CITED HEREIN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE.

BEGINNING, AT A 60D NAIL FOUND AT A FENCE CORNER AT THE SOUTHWEST CORNER OF THE SAID 37.116 ACRE SONWEST CO. TRACT, BEING ON THE EAST LINE OF SONTERRA WEST SECTION 12, PHASE 1, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 2019011369 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, N 21°45'45" W, ALONG THE WEST LINE OF THE SAID 37.116 ACRE SONWEST CO. TRACT AND EAST LINE OF THE SAID SONTERRA WEST SECTION 12, PHASE 1 SUBDIVISION, THEN CONTINUING WITH THE WEST LINE OF THE SAID 37.116 ACRE TRACT AND THE EAST LINE OF THAT CERTAIN 26.189 ACRES DESCRIBED IN THE NINTH AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME FOR SONTERRA II CONDOMINIUMS RECORDED IN DOCUMENT NUMBER 2019044346 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR A TOTAL DISTANCE OF 1257.59 FEET TO A 1/2 INCH DIAMETER STEEL PIN FOUND AT THE NORTHWEST CORNER OF THE SAID 37.116 ACRE TRACT, BEING AT AN INTERIOR CORNER OF THE SAID 26.189 ACRE NINTH AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME FOR SONTERRA II CONDOMINIUMS;

THENCE, ALONG THE NORTH LINE OF THE SAID 37.116 ACRE SONWEST CO. TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) N 68°29'29" E, 461.17 FEET TO A 1/2 INCH DIAMETER STEEL PIN FOUND AT AN EXTERIOR CORNER OF THE SAID 26.189 ACRES DESCRIBED IN THE NINTH AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME FOR SONTERRA II CONDOMINIUMS, THE SAME BEING THE SOUTHWEST CORNER THE CERTAIN 41.21 ACRE TRACT CONVEYED TO M. HOWARD FASKE AS DESCRIBED IN EXHIBIT D OF THAT CERTAIN PARTITION DEED RECORDED IN DOCUMENT NUMBER 2011078782 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;
- 2) N 68°33'32" E, 1123.88 FEET TO A SPINDLE FOUND AT THE SOUTHEAST CORNER OF THE SAID 41.21 ACRE FASKE TRACT, THE SAME BEING THE SOUTHWEST CORNER OF THAT CERTAIN 2.09 ACRE TRACT DESCRIBED IN A DEED TO M. HOWARD FASKE AND MARTHA FASKE RECORDED IN DOCUMENT NUMBER 2004088752 OF THE OFFICIAL PUBIC RECORDS OF WILLIAMSON COUNTY, TEXAS;
- 3) N 69°53'07" E, 826.53 FEET TO A 1/2 INCH DIAMETER STEEL PIN FOUND MARKED FOREST AT THE SOUTHEAST CORNER OF THE SAID 2.09 ACRE FASKE TRACT;
- 4) N 21°29'02" W, 17.96 FEET ALONG THE EAST LINE OF THE SAID 2.09 ACRE FASKE TRACT, TO A COMPUTED POINT AT THE SOUTHWEST CORNER OF THAT CERTAIN 20.00 ACRE TRACT CONVEYED TO LOUREN KARKOSKA IN A PARTITION DEED RECORDED IN VOLUME 781, PAGE 414 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM WHICH A 1/2 INCH DIAMETER STEEL PIN FOUND WITH CAP MARKED FOREST AT THE NORTHEAST CORNER OF THE SAID 2.09 ACRE FASKE TRACT BEARS N 21°29'02" W, 92.07 FEET;
- 5) N 68°35'01" E, 828.89 FEET ALONG THE SOUTH LINE OF THE SAID 20.00 ACRE KARKOSKA TRACT TO A STEEL PIN SET, FROM WHICH A 1/2 INCH DIAMETER STEEL PIN FOUND WITH CAP MARKED FOREST ON THE WEST LINE OF COUNTY ROAD 332 AT THE NORTHEAST CORNER OF THAT CERTAIN 129.757 ACRE TRACT DESCRIBED IN A DEED TO ODBODY LP, RECORDED IN DOCUMENT NUMBER 2019007857 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS BEARS N 68°35'01" E, 1258.26 FEET;

THENCE, ALONG THE COMMON LINE(S) BETWEEN THE SAID 37.116 ACRE SONWEST CO. TRACT AND THE REMIANDER PORTION OF THE SAID 129.757 ACRE ODBODY LP TRACT, THE FOLLOWING THIRTY-EIGHT (38) COURSES AND DISTANCES:

- 1) S 21°45'04" E, 195.58 FEET TO A STEEL PIN SET;
- 2) S 07°28'37" E, 40.56 FEET TO A STEEL PIN SET;
- 3) S 04°10'26" W, 65.96 FEET TO A STEEL PIN SET;
- 4) S 36°17'44" W, 103.18 FEET TO A STEEL PIN SET;
- 5) S 47°13'24" W, 45.06 FEET TO A STEEL PIN SET;
- 6) S 66°10'44" W, 46.79 FEET TO A STEEL PIN SET;
- 7) S 61°01'36" W, 137.42 FEET TO A STEEL PIN SET;

- 8) S 50°15'46" W, 555.06 FEET TO A STEEL PIN SET;
- 9) WITH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 08°35'20", A RADIUS OF 445.00 FEET, AN ARC OF 66.71 FEET AND A CHORD BEARING AND DISTANCE OF N 44°01'55" W, 66.65 FEET TO A STEEL PIN SET;
- 10) N 39°44'14" W, 22.04 FEET TO A STEEL PIN SET;
- 11) S 50°15'46" W, 50.00 FEET TO A STEEL PIN SET;
- 12) N 39°44'14" W, 16.50 FEET TO A STEEL PIN SET;
- 13) WITH A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 15.00 FEET, AN ARC OF 23.56 FEET AND A CHORD BEARING AND DISTANCE OF N 84°44'14" W, 21.21 FEET TO A STEEL PIN SET;
- 14) S 50°15'46" W, 101.36 FEET TO A STEEL PIN SET;
- 15) WITH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 18°20'37", A RADIUS OF 205.00 FEET, AN ARC OF 65.63 FEET AND A CHORD BEARING AND DISTANCE OF S 59°26'04" W, 65.35 FEET TO A STEEL PIN SET;
- 16) S 68°36'23" W, 27.69 FEET TO A STEEL PIN SET;
- 17) WITH A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 15.00 FEET, AN ARC OF 23.56 FEET AND A CHORD BEARING AND DISTANCE OF S 23°36'23" W, 21.21 FEET TO A STEEL PIN SET;
- 18) S 21°23'37" E, 21.50 FEET TO A STEEL PIN SET;
- 19) S 68°36'23" W, 50.00 FEET TO A STEEL PIN SET;
- 20) N 21°23'37" W, 21.50 FEET TO A STEEL PIN SET;
- 21) WITH A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 15.00 FEET, AN ARC OF 23.56 FEET AND A CHORD BEARING AND DISTANCE OF N 66°23'37" W, 21.21 FEET TO A STEEL PIN SET;
- 22) S 68°36'23" W, 15.00 FEET TO A STEEL PIN SET;
- 23) N 21°23'37" W, 50.00 FEET TO A STEEL PIN SET;
- 24) N 68°36'23" E, 15.00 FEET TO A STEEL PIN SET;
- 25) WITH A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 15.00 FEET, AN ARC OF 23.56 FEET AND A CHORD BEARING AND DISTANCE OF N 23°36'23" E, 21.21 FEET TO A STEEL PIN SET;
- 26) N 21°23'37" W, 100.00 FEET TO A STEEL PIN SET;
- 27) S 68°36'23" W, 1041.24 FEET TO A STEEL PIN SET;
- 28) S 55°52'29" W, 84.20 FEET TO A STEEL PIN SET;
- 29) S 41°58'52" W, 73.68 FEET TO A STEEL PIN SET;
- 30) S 33°29'17" W, 589.05 FEET TO A STEEL PIN SET;
- 31) S 01°09'36" W, 104.85 FEET TO A STEEL PIN SET;
- 32) S 21°45'45" E, 20.00 FEET TO A STEEL PIN SET;
- 33) S 26°27'58" E, 60.98 FEET TO A STEEL PIN SET;
- 34) S 21°45'45" E, 115.00 FEET TO A STEEL PIN SET;
- 35) S 68°36'23" W, 53.91 FEET TO A STEEL PIN SET;
- 36) S 21°23'37" E, 170.00 FEET TO A STEEL PIN SET;
- 37) S 68°36'23" W, 60.00 FEET TO A STEEL PIN SET;
- 38) S 21°45'45" E, 60.00 FEET TO A STEEL PIN SET AT THE SOUTHEAST CORNER OF THE SAID 37.116 ACRE SONWEST CO. TRACT, BEING AT THE NORTHERLY NORTHWEST CORNER OF THAT CERTAIN 10.000 ACRES DESCRIBED IN THE SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME FOR SONTERRA II CONDOMINIUMS RECORDED IN DOCUMENT NUMBER 2019015835 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, S 68°36'23" W, A DISTANCE OF 180.00 FEET TO THE PLACE OF BEGINNING, CONTAINING 37.116 ACRES OF LAND, MORE OR LESS.

PAGE 3 OF 5

**LENZ & ASSOCIATES, INC.**

FIRM No. 100290-00



COMPLETE PROFESSIONAL LAND SURVEYING SERVICES

(512) 443-1174

4150 FREIDRICH LANE, SUITE A1  
AUSTIN, TEXAS 78744

SURVEY #: 2005-0363BBB

F.B.

# FINAL PLAT BAILEY PARK PHASE I

## NOTES:

1) IN ORDER TO PROMOTE POSITIVE DRAINAGE AWAY FROM A STRUCTURE, FINISHED FLOOR ELEVATIONS SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2 INCH PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.

2) THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL.

3) A 10' WIDE UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.

4) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.

5) THIS SUBDIVISION IS NOT LOCATED WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.

6) THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.

7) BUILDING SETBACK LINES SHALL BE IN ACORDANCE WITH SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS.

8) CONSTRUCTION OF ANY IMPROVEMENTS ON ANY LOT IN THE SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR SONTERRA WEST SUBDIVISION AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

9) DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.

10) 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.

11) 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.

12) THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.

13) WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT.

14) 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 (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.

15) THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.

16) NO LOT IN THIS SUBDIVISION IS ENCRACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48491C0150E EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

17) 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.

18) ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

19) THE MINIMUM 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, ONE FOOT ABOVE THE BFE, OR AS NOTED ON THE LOT, WHICHEVER IS HIGHER.

20) AN EASEMENT 3 FEET IN WIDTH IS HEREBY DEDICATED ALONG EACH INTERIOR SIDE LOT LINE AND EACH REAR LOT LINE FOR PUBLIC UTILITIES.

21) ALL SIDEWALKS ARE TO BE MAINTAINED BY THE ADJACENT PROPERTY OWNER.

22) 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.

23) IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

24) THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY 360 PROFESSIONAL SERVICES INC., DATED AUGUST 2019.

25) NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.

26) THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

27) 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.

PAGE 4 OF 5

## LENZ & ASSOCIATES, INC.

FIRM No. 100290-00

COMPLETE PROFESSIONAL LAND SURVEYING SERVICES



(512) 443-1174

4150 FREIDRICH LANE, SUITE A1  
AUSTIN, TEXAS 78744

SURVEY #: 2005-0363BBB

F.B.

# FINAL PLAT BAILEY PARK PHASE I

STATE OF TEXAS }  
COUNTY OF WILLIAMSON }

KNOWN ALL PERSONS BY THESE PRESENTS:

THAT SONWEST CO., ACTING BY AND THROUGH ANDY BILGER, VICE PRESIDENT, SOLE OWNER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT No. \_\_\_\_\_ OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THOSE CERTAIN TRACTS OF LAND, AND DO HEREBY SUBDIVIDE THE PORTION OF THE SAID TRACTS AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "BAILEY PARK PHASE I."

TO CERTIFY WHICH, WITNESS BY MY HAND THIS THE 9<sup>th</sup> DAY OF October, 2019.



SONWEST CO.  
BY: ANDY BILGER  
3939 BEE CAVE ROAD, SUITE C-100  
AUSTIN, TEXAS 78746

STATE OF TEXAS }  
COUNTY OF WILLIAMSON }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 9<sup>th</sup> DAY OF October, 2019, A.D. BY ANDY BILGER ACTING IN THE CAPACITY HEREIN STATED.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
MY COMMISSION EXPIRES 6/23/23



SURVEYOR'S CERTIFICATE

I, TIMOTHY A. LENZ, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY HEREON MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION. ALL CORNER MONUMENTS WERE FOUND OR SET AS SHOWN HEREON.

TAL 10-8-2019  
TIMOTHY A. LENZ DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4393  
LENZ & ASSOCIATES, INC.  
FIRM NO. 100290-00  
4150 FREIDRICH LANE, SUITE A1  
AUSTIN, TEXAS 78744



I, SCOTT J. FOSTER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE APPLICABLE ORDINANCE OF WILLIAMSON COUNTY, TEXAS AND THAT NO PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN THE 100 YEAR FLOOD PLAIN AS IDENTIFIED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48491C0150E DATED SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

Scott J. Foster 10/8/2019  
SCOTT J. FOSTER, P.E. DATE  
REGISTERED PROFESSIONAL ENGINEER NO. 84652  
360 PROFESSIONAL SERVICES  
P.O. BOX 3639  
CEDAR PARK, TEXAS, 78630  
FIRM NO. 4932



ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 9<sup>th</sup> DAY OF October, 2019, A.D.

Cindy Budge  
WILLIAMSON COUNTY ADDRESS COORDINATOR  
Cindy Budge

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

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.

STATE OF TEXAS }  
COUNTY OF WILLIAMSON }

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

\_\_\_\_\_  
BILL GRAVELL Jr. DATE  
COUNTY JUDGE, WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS }  
COUNTY OF WILLIAMSON }

KNOWN ALL MEN BY THESE PRESENTS:

I, NANCY RISTER, COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D. AT \_\_\_\_ O'CLOCK \_\_\_\_M. AND DULY RECORDED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., AT \_\_\_\_ O'CLOCK \_\_\_\_M., IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, IN DOCUMENT NUMBER \_\_\_\_\_.

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

NANCY RISTER, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

BY \_\_\_\_\_ DEPUTY

PAGE 5 OF 5

## LENZ & ASSOCIATES, INC.

FIRM No. 100290-00

COMPLETE PROFESSIONAL LAND SURVEYING SERVICES



(512) 443-1174  
4150 FREIDRICH LANE, SUITE A1  
AUSTIN, TEXAS 78744

SURVEY #: 2005-0363BBB F.B.

**Commissioners Court - Regular Session**

**36.**

**Meeting Date:** 10/15/2019

Discuss consider and take appropriate action on approval of the final plat for Siena Section 31 subdivision – Pct 4

**Submitted For:** Terron Evertson

**Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure

**Division:** Road & Bridge

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for Siena Section 31 subdivision – Precinct 4.

**Background**

This is the next section of the Siena development. This subdivision consists of 177 single family lots and 6,402 linear feet of new public roads. Roadway and drainage construction has been completed.

**Timeline**

- 2018-05-31 – initial submittal of the final plat
- 2018-08-02 – 1<sup>st</sup> review complete with comments
- 2018-10-11 – 2<sup>nd</sup> submittal of final plat
- 2018-12-18 – 2<sup>nd</sup> review complete with comments
- 2019-01-22 – 3<sup>rd</sup> submittal of the final plat
- 2019-02-12 – 3<sup>rd</sup> review complete with comments clear except for completing construction
- 2019-09-26 – final plat received with all signatures
- 2019-10-07 – roadway and drainage construction completed
- 2019-10-10 – final plat placed on October 15, 2019 Commissioners Court agenda for consideration

**Fiscal Impact**

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

**Attachments**

[final plat - Siena Sec 31](#)

**Form Review**

**Inbox**

County Judge Exec Asst.  
 Form Started By: Adam Boatright  
 Final Approval Date: 10/10/2019

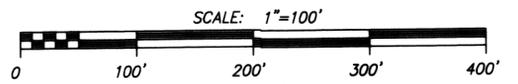
**Reviewed By**

Andrea Schiele

**Date**

10/10/2019 11:26 AM  
 Started On: 10/10/2019 10:54 AM

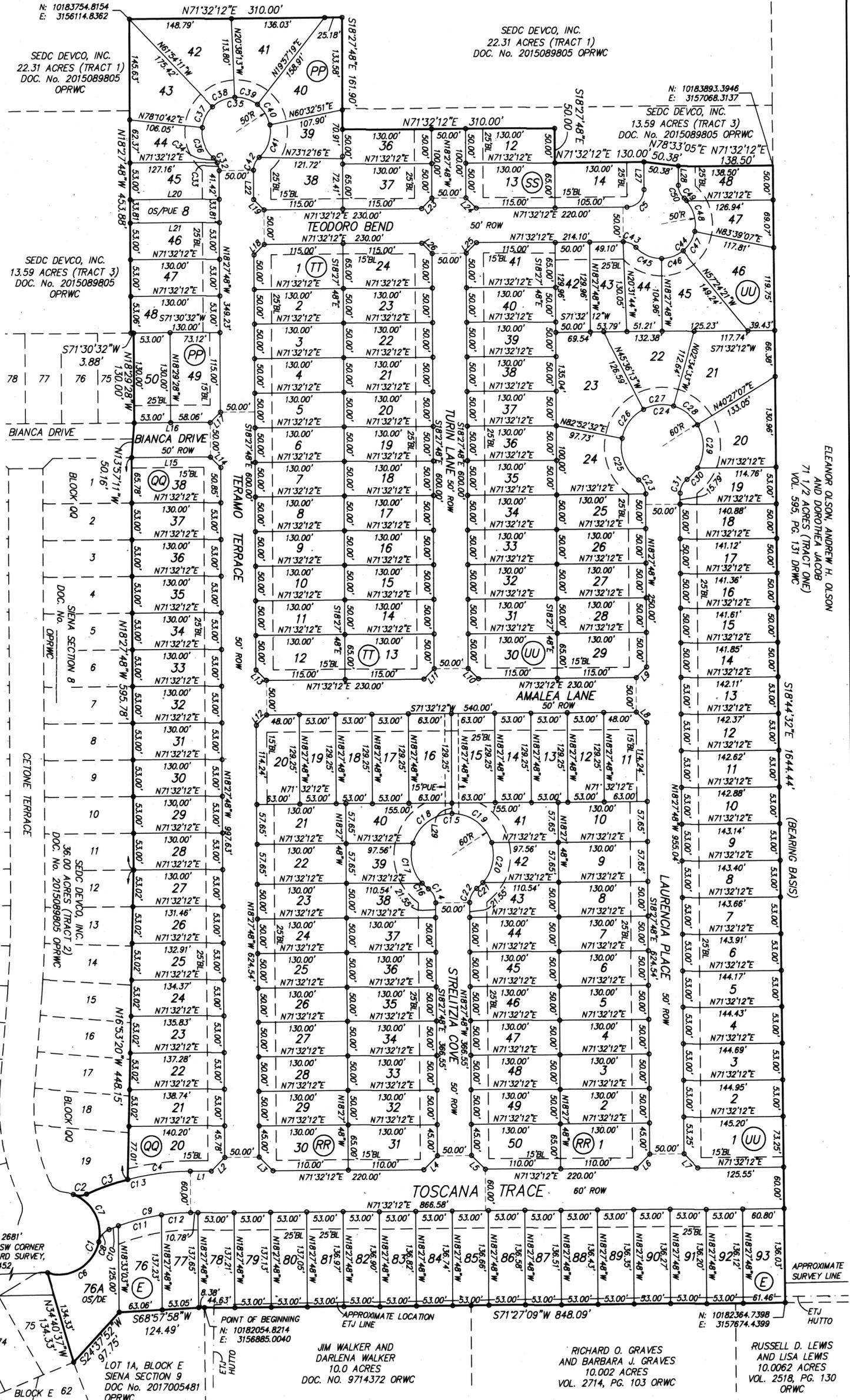
FINAL PLAT OF  
**SIENA SECTION 31**  
 WILLIAMSON COUNTY, TEXAS



- LEGEND:**
- = SET 1/2" IRON ROD WITH RJ SURVEYING CAP
  - = FOUND 1/2" IRON ROD
  - PUE = PUBLIC UTILITY EASEMENT
  - BL = BUILDING SETBACK LINE
  - DE = DRAINAGE EASEMENT
  - OS = OPEN SPACE
  - Ⓢ = BLOCK NAME
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS  
 ORWC = OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS  
 DRWC = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS

**EASEMENTS:**

A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHTS-OF-WAY A PUBLIC UTILITY EASEMENT 5 FEET WIDE IS HEREBY DEDICATED ALONG EACH SIDE OF ALL SIDE LOT LINES A PUBLIC UTILITY EASEMENT 5 FEET WIDE IS HEREBY DEDICATED ALONG EACH SIDE OF ALL REAR LOT LINES



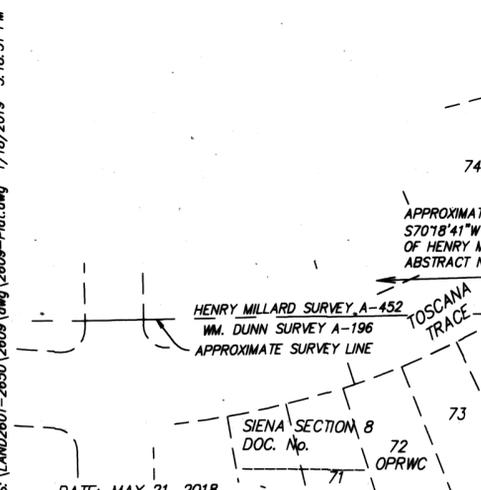
TOTAL AREA OF PLAT: 38.043 ACRES

SURVEY: HENRY MILLARD SURVEY, ABSTRACT NO. 452 AND WILLIAM DUNN SURVEY, ABSTRACT NO. 196

177 SINGLE FAMILY LOTS (92 @ 53', 9 @ 63' & 76 @ 50')

1 OPEN SPACE/DRAINAGE EASEMENT LOT (76A)

1 OPEN SPACE/PUBLIC UTILITY EASEMENT LOT (8, BLOCK PP)



**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**  
 2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664  
 (512) 836-4793 FAX: (512) 836-4817 F-9784

**RJ SURVEYING & ASSOCIATES, INC.**  
 2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664  
 (512) 836-4793 FAX: (512) 836-4817 F-10015400

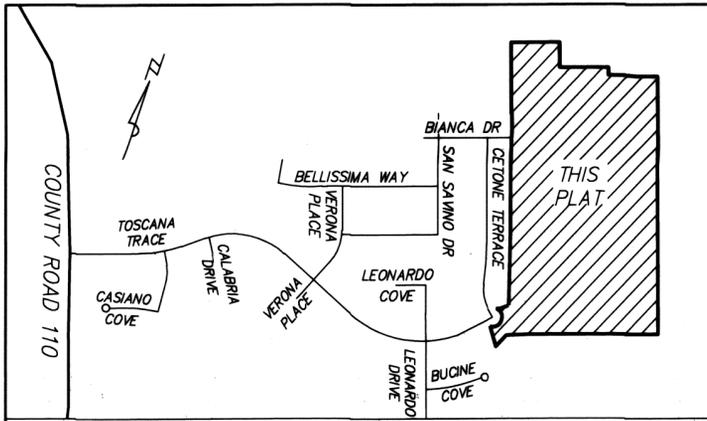
**PROPERTY OWNER:**

SEDC DEVCO, INC.  
 JOHN LLOYD, PRESIDENT  
 4720-4 ROCKCLIFF ROAD  
 AUSTIN, TEXAS 78746

RICHARD O. GRAVES  
 AND BARBARA J. GRAVES  
 10.002 ACRES  
 VOL. 2714, PG. 103 ORWC

RUSSELL D. LEWIS  
 AND LISA LEWIS  
 10.0062 ACRES  
 VOL. 2518, PG. 130 ORWC

FINAL PLAT OF  
**SIENA SECTION 31**  
WILLIAMSON COUNTY, TEXAS



LOCATION MAP  
SCALE: 1" = 750'

NOTES:

- THE PROPERTY OWNERS OR THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL SIDEWALKS.
- NO FENCES, STRUCTURES, STORAGE, OR FILL SHALL BE PLACED WITHIN THE LIMITS OF THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN, UNLESS APPROVED BY THE COUNTY ENGINEER. FILL MAY ONLY BE PERMITTED BY THE COUNTY ENGINEER AFTER APPROVAL OF THE PROPER ANALYSIS.
- NO PORTION OF THIS TRACT IS ENCLOSED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U. S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0505E, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.
- NO STRUCTURE OR LAND WITHIN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
- SANITARY SEWER SERVICE WILL BE PROVIDED BY SIENA MUD #2 AND WILL REQUIRE THE DEVELOPER TO REQUEST A SERVICE EXTENSION FROM THE PROPERTY BOUNDARY TO THE MCNUTT INTERCEPTOR.
- SANITARY SEWER SERVICE WILL BE PROVIDED BY JONAH WATER, S. U. D. THE CITY OF ROUND ROCK WILL PROVIDE THE TRUNK LINE (MCNUTT INTERCEPTOR).
- NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
- MAIL BOXES WILL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE UNITED STATES POSTAL SERVICE (USPS).
- THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE OF THE PERIMETER OF THE BUILDING OR ONE FOOT ABOVE THE BASE FLOOD ELEVATION (BFE), WHICHEVER IS HIGHER.
- IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
- ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
- IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXCUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
- ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
- THIS SUBDIVISION IS LOCATE WITHIN THE BOUNDARIES OF THE SIENA MUD NO. 2. WATER AND WASTEWATER SERVICES TO THIS SUBDIVISION WILL BE PROVIDED BY THE DISTRICT IN ACCORDANCE WITH ITS RATE ORDER, AS AMENDED. ALL CONSTRUCTION PLANS FOR WATER, WASTEWATER AND STORM DRAINAGE IMPROVEMENTS MUST BE PRESENTED TO THE DISTRICT AND APPROVED BY THE DISTRICT'S ENGINEER, PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE DISTRICT MAY INSPECT ALL WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS.

THAT PART OF THE HENRY MILLARD SURVEY, ABSTRACT NO. 452, AND THE WILLIAM DUNN SURVEY, ABSTRACT NO. 196, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 22.31 ACRE TRACT (TRACT 1) OF LAND AND THAT 36.00 ACRE TRACT (TRACT 2) OF LAND AND THAT 13.59 ACRE TRACT (TRACT 3) OF LAND CONVEYED TO SEDC DEVCO, INC., BY DEED RECORDED IN DOCUMENT NO. 2015089805 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), AND BEING A PART OF THAT 367.148 ACRE TRACT OF LAND CONVEYED TO SEDC DEVCO, INC., BY DEED RECORDED IN DOCUMENT NO. 2013084234 OPRWC, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 1A, BLOCK E OF SIENA SECTION 9, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2017005481 OPRWC, BEING ALSO THE NORTHWEST CORNER OF A 10.0 ACRE TRACT OF LAND CONVEYED TO JIM WALKER AND DARLENA WALKER BY DEED RECORDED IN DOCUMENT NO. 9714372 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (ORWC), BEING ON THE SOUTH LINE OF SAID 36.00 ACRE TRACT;

THENCE ALONG THE NORTH LINE OF SAID LOT 1A, BLOCK E AND ACROSS SAID 367.148 ACRE TRACT THE FOLLOWING TWO COURSES:

- S68°57'58"W A DISTANCE OF 124.49 FEET TO A 1/2" IRON ROD SET;
- S24°37'52"W A DISTANCE OF 97.75 FEET TO A 1/2" IRON ROD SET FOR AN ANGLE POINT OF SAID LOT 1A, BLOCK E, BEING ALSO THE MOST NORTHERLY CORNER OF LOT 62, BLOCK E OF SIENA SECTION 6, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2016102784 OPRWC;

THENCE ACROSS SAID 367.148 ACRE TRACT, ACROSS SAID 36.00 ACRE TRACT (TRACT 2), ACROSS SAID 13.59 ACRE TRACT (TRACT 3) AND ACROSS SAID 22.31 ACRE TRACT (TRACT 1) THE FOLLOWING SEVENTEEN COURSES:

- N34°40'37"W A DISTANCE OF 134.33 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, FROM WHICH POINT THE SOUTHWEST CORNER OF THE HENRY MILLARD SURVEY, ABSTRACT NO. 452, BEARS S70°18'41"W AN APPROXIMATE DISTANCE OF 2681 FEET;
- NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 182.77 FEET, SAID CURVE HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 174°31'41" AND A CHORD BEARING N00°25'09"E A DISTANCE OF 119.86 FEET TO A 1/2" IRON ROD SET AT A CUSP OF A TANGENT CURVE TO THE LEFT;
- NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 19.69 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 45°07'11" AND A CHORD BEARING N70°35'43"E A DISTANCE OF 19.18 FEET TO A 1/2" IRON ROD SET AT A POINT OF REVERSE CURVATURE;
- NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 63.39 FEET, SAID CURVE HAVING A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 09°33'28" AND A CHORD BEARING N52°48'51"E A DISTANCE OF 63.32 FEET TO A 1/2" IRON ROD SET;
- N16°53'20"W A DISTANCE OF 448.15 FEET TO A 1/2" IRON ROD SET;
- N18°27'48"W A DISTANCE OF 595.78 FEET TO A 1/2" IRON ROD SET;
- N13°57'11"W A DISTANCE OF 50.16 FEET TO A 1/2" IRON ROD SET;
- N18°29'28"W A DISTANCE OF 130.00 FEET TO A 1/2" IRON ROD SET;
- S71°30'32"W A DISTANCE OF 3.88 FEET TO A 1/2" IRON ROD SET;
- N18°27'48"W A DISTANCE OF 453.88 FEET TO A 1/2" IRON ROD SET;
- N71°32'12"E A DISTANCE OF 310.00 FEET TO A 1/2" IRON ROD SET;
- S18°27'48"E A DISTANCE OF 161.90 FEET TO A 1/2" IRON ROD SET;
- N71°32'12"E A DISTANCE OF 310.00 FEET TO A 1/2" IRON ROD SET;
- S18°27'48"E A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET;
- N71°32'12"E A DISTANCE OF 130.00 FEET TO A 1/2" IRON ROD SET;
- N78°33'05"E A DISTANCE OF 50.38 FEET TO A 1/2" IRON ROD SET;
- N71°32'12"E A DISTANCE OF 138.50 FEET TO A 1/2" IRON ROD SET ON THE EAST LINE OF SAID 13.59 ACRE TRACT (TRACT 3) AND ON THE WEST LINE OF A 71 1/2 ACRE TRACT (TRACT ONE) OF LAND CONVEYED TO ELEANOR OLSON, ANDREW H. OLSON AND DOROTHEA JACOB BY DEED RECORDED IN VOLUME 595, PAGE 131 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (DRWC);

THENCE S18°44'32"E (BEARING BASIS) ALONG THE WEST LINE OF SAID 71 1/2 ACRE TRACT (TRACT ONE), ALONG THE EAST LINE OF SAID 13.59 ACRE TRACT (TRACT 3), AND ALONG THE EAST LINE OF SAID 36.00 ACRE TRACT (TRACT 2) A DISTANCE OF 1,644.44 FEET TO A 1/2" IRON ROD SET AT THE SOUTHEAST CORNER OF SAID 36.00 ACRE TRACT (TRACT 2), BEING ALSO THE SOUTHWEST CORNER OF SAID 71 1/2 ACRE TRACT (TRACT ONE) AND ON THE NORTH LINE OF A 10.062 ACRE TRACT OF LAND CONVEYED TO RUSSELL D. LEWIS AND LISA LEWIS BY DEED RECORDED IN VOLUME 2518, PAGE 130 ORWC;

THENCE S71°27'09"W ALONG THE SOUTH LINE OF SAID 36.00 ACRE TRACT (TRACT 2), ALONG THE NORTH LINE OF SAID 10.062 ACRE TRACT, ALONG THE NORTH LINE OF A 10.002 ACRE TRACT OF LAND CONVEYED TO RICHARD O. GRAVES AND BARBARA J. GRAVES BY DEED RECORDED IN VOLUME 2714, PAGE 103 ORWC, AND ALONG THE NORTH LINE OF SAID 10.0 ACRE WALKER TRACT A DISTANCE OF 848.09 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 38.043 ACRES, MORE OR LESS.  
ALL IRON RODS SET HAVE "RJ SURVEYING" CAPS.  
ALL BEARINGS ARE BASED ON THE EAST LINE OF SAID 36.00 ACRE TRACT, CALLED S18°44'32"E ON THE DEED RECORDED IN DOCUMENT NO. 2015089805 OPRWC.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	182.77	60.00	174°31'41"	N00°25'09"E	119.86
C2	19.69	25.00	45°07'11"	N70°35'43"E	19.18
C3	63.39	380.00	9°33'28"	N52°48'51"E	63.32
C4	92.48	380.00	13°56'37"	N64°33'54"E	92.25
C5	39.27	25.00	90°00'00"	N26°32'12"E	35.36
C6	97.91	60.00	93°29'53"	N40°56'04"E	87.40
C7	84.85	60.00	81°01'48"	N46°19'47"W	77.96
C8	24.21	25.00	55°28'58"	N21°55'36"E	23.27
C9	122.14	320.00	21°52'07"	N60°36'09"E	121.40
C10	14.73	320.00	2°38'15"	N50°59'13"E	14.73
C11	65.06	320.00	11°38'59"	N58°07'50"E	64.95
C12	42.34	320.00	7°34'53"	N67°44'46"E	42.31
C13	155.87	380.00	23°30'05"	N59°47'10"E	154.78
C14	23.55	25.00	53°58'05"	N45°26'50"W	22.69
C15	301.53	60.00	287°56'10"	N71°32'12"E	70.59
C16	12.34	60.00	11°46'54"	N66°32'26"W	12.32
C17	61.78	60.00	58°59'54"	N31°09'03"W	59.09
C18	76.84	60.00	73°11'18"	N34°56'33"E	71.54
C19	76.84	60.00	73°11'18"	N71°52'09"W	71.54
C20	61.78	60.00	58°59'54"	N05°46'33"W	59.09
C21	12.34	60.00	11°46'54"	N29°36'51"E	12.32
C22	23.55	25.00	53°58'05"	N08°31'15"E	22.69
C23	23.67	25.00	54°15'17"	N45°35'26"W	22.80
C24	301.53	60.00	287°56'07"	N71°14'59"E	70.59
C25	68.89	60.00	65°35'36"	N39°55'16"W	65.00
C26	53.95	60.00	51°31'15"	N18°38'09"E	52.15
C27	45.06	60.00	43°01'40"	N65°54'37"E	44.01
C28	45.06	60.00	43°01'40"	N71°03'43"W	44.01
C29	65.46	60.00	62°30'28"	N18°17'39"W	62.26
C30	23.31	60.00	22°15'27"	N24°05'19"E	23.16
C31	23.42	25.00	53°40'50"	N08°22'37"E	22.58
C32	21.03	25.00	48°11'23"	N42°33'29"W	20.41
C33	12.04	25.00	27°35'53"	N32°15'44"W	11.93
C34	8.98	25.00	20°35'30"	N56°21'26"W	8.94
C35	241.19	50.00	276°22'46"	N71°32'12"E	66.67
C36	47.85	50.00	54°49'53"	N39°14'14"W	46.04
C37	34.84	50.00	39°55'07"	N08°08'16"E	34.14
C38	36.01	50.00	41°15'58"	N48°43'48"E	35.24
C39	35.42	50.00	40°35'32"	N89°39'33"E	34.69
C40	35.42	50.00	40°35'32"	N49°44'55"W	34.69
C41	51.64	50.00	59°10'44"	N00°08'13"E	49.38
C42	21.03	25.00	48°11'23"	N05°37'54"E	20.41
C43	21.03	25.00	48°11'23"	N84°22'06"W	20.41
C44	162.65	50.00	186°22'46"	N26°32'12"E	99.85
C45	42.05	50.00	48°11'23"	N84°22'06"W	40.82
C46	33.98	50.00	38°56'33"	N52°03'56"E	33.33
C47	33.98	50.00	38°56'33"	N13°07'23"E	33.33
C48	47.75	50.00	54°43'16"	N33°42'32"W	45.96
C49	4.87	50.00	5°35'01"	N63°51'40"W	4.87
C50	21.03	25.00	48°11'23"	N42°33'29"W	20.41

LINE TABLE		
LINE	BEARING	LENGTH
L1	N71°32'12"E	30.75'
L2	N26°32'12"E	28.28'
L3	N63°27'48"W	28.28'
L4	N26°32'12"E	28.28'
L5	N63°27'48"W	28.28'
L6	N26°32'12"E	28.28'
L7	N63°27'48"W	28.28'
L8	N63°27'48"W	21.21'
L9	N26°32'12"E	21.21'
L10	N63°27'48"W	21.21'
L11	N26°32'12"E	21.21'
L12	N26°32'12"E	21.21'
L13	N63°27'48"W	21.21'
L14	N63°28'38"W	21.21'
L15	N71°30'32"E	115.00'
L16	N71°30'32"E	111.06'
L17	N26°31'22"E	21.22'
L18	N26°32'12"E	21.21'
L19	N63°27'48"W	21.21'
L20	N71°32'12"E	130.00'
L21	N71°32'12"E	130.00'
L22	N18°27'48"W	42.32'
L23	N26°32'12"E	21.21'
L24	N63°27'48"W	21.21'
L25	N26°32'12"E	21.21'
L26	N63°27'48"W	21.21'
L27	N18°27'48"W	40.00'
L28	N18°27'48"W	27.95'
L29	N18°27'48"W	15.00'

NEW STREETS

NAME	LENGTH	ROW WIDTH	DESIGN SPEED
AMELEA LANE	620'	50'	30
TURIN LANE	820'	50'	30
LAURENCIA PLACE	1074'	50'	30
TEODORO BEND	707'	50'	30
TOSCANA TRACE	1010'	60'	30
TERAMO TERRACE	1533'	50'	30
BIANCA DRIVE	153'	50'	30
STRELETZIA COVE	485'	50'	30

TOTAL 6402'

DATE: MAY 21, 2018

**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**  
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664  
(512) 836-4793 FAX: (512) 836-4817 F-9784

**RJ SURVEYING & ASSOCIATES, INC.**  
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664  
(512) 836-4793 FAX: (512) 836-4817

FINAL PLAT OF  
**SIENA SECTION 31**  
WILLIAMSON COUNTY, TEXAS

OWNER'S DEDICATION

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

THAT SEDC DEVCO, INC., A TEXAS CORPORATION, BEING THE OWNER OF THAT CERTAIN 367.148 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT No. 2013084234 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING THE OWNER OF THAT CERTAIN 22.31 ACRE TRACT (TRACT 1), THAT CERTAIN 36.00 ACRE TRACT (TRACT 2) AND THAT CERTAIN 13.59 ACRE TRACT (TRACT 3) OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT No. 2015089805 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHT-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS SIENA SECTION 31.

THIS 4<sup>th</sup> DAY OF June 2019

SEDC DEVCO, INC.

BY: John S. Lloyd  
JOHN S. LLOYD, PRESIDENT  
4720-4 ROCKCLIFF ROAD  
AUSTIN, TEXAS 78746

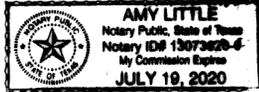
OWNER'S ACKNOWLEDGMENT

THE STATE OF TEXAS  
COUNTY OF Williamson

BEFORE ME ON THIS DAY PERSONALLY APPEARED JOHN S. LLOYD, PRESIDENT OF SEDC DEVCO, INC., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 4<sup>th</sup> DAY OF June, A.D., 2019.

BY: Amy Little  
NOTARY PUBLIC, STATE OF TEXAS



PRINTED NAME: Amy Little  
MY COMMISSION EXPIRES: July 19, 2020

LIENHOLDER

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

THAT INTERNATIONAL BANK OF COMMERCE, THE LIENHOLDER OF THAT CERTAIN 367.148 ACRE TRACT OF LAND RECORDED IN DOCUMENT No. 2013084234 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 38.043 ACRE TRACT OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DOES FURTHER HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

INTERNATIONAL BANK OF COMMERCE, A TEXAS BANKING ASSOCIATION

BY: Allen E. Wise  
NAME: Allen E. Wise  
TITLE: Executive Vice President  
ADDRESS: 500 W 5<sup>th</sup> St STE 100  
ADDRESS: Austin, TX 78701

LIENHOLDER ACKNOWLEDGMENT

THE STATE OF TEXAS  
COUNTY OF Travis

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 11 DAY OF June 2019.

BY: Araceli Hernandez  
NOTARY PUBLIC, STATE OF TEXAS  
PRINTED NAME: Araceli Hernandez  
MY COMMISSION EXPIRES: 6-2-2020



SURVEYOR'S CERTIFICATION

I, WILLIAM L. JOHNSON, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT. THE FIELD NOTES HEREON MATHEMATICALLY CLOSE.

William L. Johnson 4 JUNE 2019  
WILLIAMSON L. JOHNSON DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5425  
STATE OF TEXAS



ENGINEER'S CERTIFICATION

THE 100-YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 48491C0505E EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, J. KEITH COLLINS, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE

J. Keith Collins 6/19  
J. KEITH COLLINS DATE  
LICENSED PROFESSIONAL ENGINEER NO. 80579  
STATE OF TEXAS



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

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

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

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

Bill Gravel Jr DATE  
BILL GRAVELL JR, COUNTY JUDGE  
WILLIAMSON COUNTY, TEXAS

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D., AT \_\_\_\_\_ O'CLOCK, \_\_\_\_\_M., AND DULY RECORDED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D., AT \_\_\_\_\_ O'CLOCK, \_\_\_\_\_M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. \_\_\_\_\_

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

NANCY RISTER, CLERK COUNTY COURT  
OF WILLIAMSON COUNTY, TEXAS

BY: \_\_\_\_\_  
DEPUTY:

DATE: MAY 21, 2018  
**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**  
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664  
(512) 836-4793 FAX: (512) 836-4817 F-9784  
**RJ SURVEYING & ASSOCIATES, INC.**  
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664  
(512) 836-4793 FAX: (512) 836-4817

**Commissioners Court - Regular Session**

**37.**

**Meeting Date:** 10/15/2019

Substance Abuse Prevention Month Proclamation

**Submitted For:** Terry Cook

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

**Department:** Commissioner Pct. #1

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on a proclamation designating October 2019 as Substance Abuse Prevention Month in Williamson County and signifying the week of October 24 -31 as Red Ribbon Week to encourage Resilient, Empowered, and Drug-free lives. #iLiveRED

**Background**

**Fiscal Impact**

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

**Attachments**

Proclamation

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Garry Brown  
Final Approval Date: 10/07/2019

**Reviewed By**

Andrea Schiele

**Date**

10/07/2019 10:42 AM  
Started On: 10/03/2019 12:11 PM



## PROCLAMATION

- WHEREAS,** October is Substance Abuse Prevention Month, when the focus promotes prevention efforts and demonstrates commitment to healthy and drug-free lifestyles; and
- WHEREAS,** Addiction is one of the most rapidly growing epidemics, in which millions of people aged 12 or older have had a substance use disorder related to their use of alcohol and other drugs; and
- WHEREAS,** Only 1.4 percent of people aged 12 or older received any substance use treatment last year; and
- WHEREAS,** the 2019 Williamson County Community Health Assessment reports that 22.2% of adults in Williamson County reported excessively drinking compare with 18% nationwide, which indicates that substance use disorders should be a primary concern county-wide.
- WHEREAS,** Research shows that drug addiction is preventable and treatable. According to Community Anti-Drug Coalitions of America, for each dollar invested in an evidence-based prevention program, there can be a reduced cost between \$2 and \$20 in treatment and other health related expenses; and
- WHEREAS,** Since 1978, LifeSteps has been working in Williamson County to improve our community's health, safety, and well-being by preventing substance use disorders and supporting long-term recovery; and
- WHEREAS,** LifeSteps Substance Abuse Prevention Coalition works to engage, inform, and empower the community to prevent and reduce substance abuse and other behavioral health disorders among youth; and
- WHEREAS,** #iLiveRed, a campaign launched by the LifeSteps Coalition that encourages **R**esilient, **E**mpowered, and **D**rug-free lives, seeks to raise awareness of addiction and promote positive drug-free messages that will engage Williamson County citizens in leading healthier lifestyles; and
- WHEREAS,** Organizations such as the Williamson County and Cities Health District, the Drug Enforcement Administration – Austin, the Joint Counterdrug Task Force, and LifeSteps Coalition partners are collaborating to promote Red Ribbon Week activities to raise a commitment to a healthy and drug-free lifestyle;

**NOW THEREFORE BE IT RESOLVED,** that the Williamson County Commissioners Court supports LifeSteps Council on Alcohol and Drugs and hereby proclaim October 2019 as Substance Abuse Prevention Month and October 24 -31 as Red Ribbon Week and encourages its citizen to engage in prevention efforts that promote positive lifestyle changes.

Signed on this date: \_\_\_\_\_

\_\_\_\_\_  
Bill Gravell, County Judge

\_\_\_\_\_  
Terry Cook, Commissioner Precinct 1

\_\_\_\_\_  
Valerie Covey, Commissioner Precinct 3

\_\_\_\_\_  
Cynthia Long, Commissioner Precinct 2

\_\_\_\_\_  
Russ Boles, Commissioner Precinct 4

**Commissioners Court - Regular Session**

**38.**

**Meeting Date:** 10/15/2019

Commissioners Court Holiday Schedule

**Submitted For:** Bill Gravell

**Submitted By:** Andrea Schiele, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action concerning the Commissioners Court holiday schedule for December.

**Background**

The following Commissioners Court meeting dates are recommended for cancellation due to the County holiday schedule:

- December 3, 2019
- December 24, 2019
- December 31, 2019

The cut off to submit agenda items for all regular/non-cancelled meeting dates will remain as noon on the Thursday preceding the meeting date.

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst. (Originator)  
 Form Started By: Andrea Schiele  
 Final Approval Date: 10/08/2019

**Reviewed By**

Andrea Schiele

**Date**

10/08/2019 04:16 PM  
 Started On: 10/08/2019 03:33 PM

**Commissioners Court - Regular Session**

**39.**

**Meeting Date:** 10/15/2019

Street Name Change CR 176 to Parkside Pkwy

**Submitted For:** Jay Schade

**Submitted By:** Teresa Baker, Information Technology

**Department:** Information Technology

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

10:00 a.m. Hold public hearing pursuant to Tex. Transp. Code § 251.152 regarding proposed street name change in Pct. 3 for a portion of CR 176 to Parkside Pkwy.

**Background**

Per the request of the developer and to create continuity of having one street name, it is requested that a portion of CR 176 (see attached map) be renamed to Parkside Pkwy.

**Fiscal Impact**

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

**Attachments**

[CR 176/Parkview Pkwy Map](#)

[Official Request](#)

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Teresa Baker  
Final Approval Date: 10/10/2019

**Reviewed By**

Andrea Schiele

**Date**

10/10/2019 10:09 AM  
Started On: 10/10/2019 09:49 AM

FM 2243

GEORGETOWN

LEANDER

PARKSIDE PKWY

WHISPER LN

DRVM

CR 176

DEER DRAW

FANNIN BATTLEGROUND LN

LOCKHART LOOP

CR 176

PARKSIDE PKWY

GALVESTON ISLAND LN

CROSS TIMBERS DR

FORT HOOD LN

PARKSIDE PKWY

GUADALUPE RIVER LN

FONTAINEBLEAU ST

FORT RICHARDSON DR

MISSION TEJAS ST

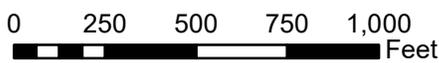
LADY BIRD LN

— Streets

▬ Future Parkside Pkwy

▬ Proposed Name Change from CR 176 to Parkside Pkwy

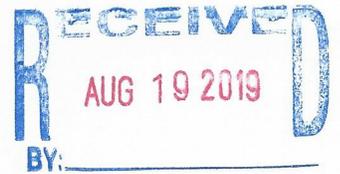
▨ Incorporated City



DISCLAIMER - PLEASE READ:  
 This map is a schematic intended only for casual purposes; do not  
 rely on the accuracy of any details without independently confirming them.



MAP AUTHOR: GIS Staff  
 MAP CONTACT:  
 GIS Staff  
 Williamson County  
 301 SE Inner Loop Suite 107  
 Georgetown, TX 78627  
 Phone: 512-943-1489  
 Fax: 512-943-1488  
 gis@wilco.org



August 13, 2019

Valerie Covey  
Commissioner Precinct 3  
Georgetown Annex  
100 Wilco Way, CO201  
Georgetown, TX, 78626

Re: CR 176 Name Change Request – Parkside Parkway

Dear Commissioner Covey:

As you are aware, we are beginning development of the property north of RM 2243/Leander Road called Parkside on the River (formerly Water Oak). The expansion of CR 176 that is currently under construction from existing Parkside Parkway to Leander Road will tie into the main entrance to our development. We are requesting that the new portion of CR 176 from Parkside Parkway to Leander Road be renamed to Parkside Parkway. In addition, we are requesting that existing Water Oak Parkway from Hwy 29 south be renamed to Parkside Parkway, so that when the roadways are completed Parkside Parkway will be a continuous road from CR 175 to Hwy 29. We will agree to pay for any costs associated with the street name change on CR 176 and Water Oak Parkway. Please see the attached exhibits depicting the areas we are requesting to be renamed.

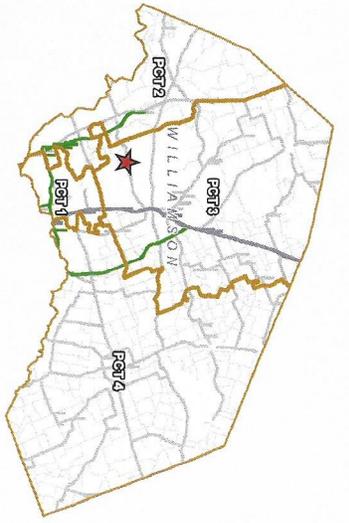
Should you have any questions do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to be "Blake J. Magee". The signature is stylized with loops and a long horizontal stroke extending to the right.

Blake J. Magee

cc: Mr. Wayne Reed- City of Georgetown (via email)



Roadway: CR 176 at RM 2243  
 Limits: From RM 2243 to Parkside Pkwy  
 Proposed Improvements: Roadway Realignment and Widening  
 Submitted By: Williamson County

Proposed Project



CR 176 PROJECT FROM RM 2243 TO PARKSIDE PKWY



West State Highway 29

Cimarron 1/2

ospital +  
oarding

Change Existing Water Oak Parkway  
To Parkside Parkway

Water Oak at San Gabriel  
by Chesmar Homes

Water Oak Pkwy

(29)

Turning Leaf Trail

Water Oak

Fair Oaks Dr

Clear Ridge Cove

Winding Way Dr

Winding Way Dr

Fair Oaks Dr

T



Legend	
	Parkside Parkway Roadway
	Parkway B (70' ROW)
	Parkway B (100' ROW)
	Outparcels

**Commissioners Court - Regular Session**

**40.**

**Meeting Date:** 10/15/2019

Action Item for Public Hearing of name change from CR 176 to Parkside Pkwy

**Submitted For:** Jay Schade

**Submitted By:** Teresa Baker, Information Technology

**Department:** Information Technology

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take any appropriate action pursuant to Tex. Transp. Code § 251.152 regarding proposed street name change in Pct. 3 for for a portion of CR 176 to Parkside Pkwy.

**Background**

Action item for 10:00 a.m. public hearing. Per the request of the developer and to create continuity of having one street name, it is requested that a portion of CR 176 (see attached map) be renamed to Parkside Pkwy.

**Fiscal Impact**

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

**Attachments**

[CR 176/Parkview Pkwy Map](#)

[Official Request](#)

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Teresa Baker  
Final Approval Date: 10/10/2019

**Reviewed By**

Andrea Schiele

**Date**

10/10/2019 10:14 AM  
Started On: 10/10/2019 10:06 AM

FM 2243

GEORGETOWN

LEANDER

PARKSIDE PKWY

WHISPER LN

DRVM

CR 176

DEER DRAW

FANNIN BATTLEGROUND LN

LOCKHART LOOP

CR 176

PARKSIDE PKWY

GALVESTON ISLAND LN

CROSS TIMBERS DR

FORT HOOD LN

PARKSIDE PKWY

GUADALUPE RIVER LN

FONTAINEBLEAU ST

FORT RICHARDSON DR

MISSION TEJAS ST

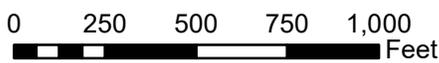
LADY BIRD LN

— Streets

— Future Parkside Pkwy

— Proposed Name Change from CR 176 to Parkside Pkwy

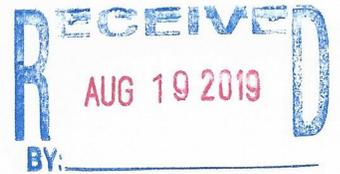
▨ Incorporated City



DISCLAIMER - PLEASE READ:  
 This map is a schematic intended only for casual purposes; do not  
 rely on the accuracy of any details without independently confirming them.



MAP AUTHOR: GIS Staff  
 MAP CONTACT:  
 GIS Staff  
 Williamson County  
 301 SE Inner Loop Suite 107  
 Georgetown, TX 78627  
 Phone: 512-943-1489  
 Fax: 512-943-1488  
 gis@wilco.org



August 13, 2019

Valerie Covey  
Commissioner Precinct 3  
Georgetown Annex  
100 Wilco Way, CO201  
Georgetown, TX, 78626

Re: CR 176 Name Change Request – Parkside Parkway

Dear Commissioner Covey:

As you are aware, we are beginning development of the property north of RM 2243/Leander Road called Parkside on the River (formerly Water Oak). The expansion of CR 176 that is currently under construction from existing Parkside Parkway to Leander Road will tie into the main entrance to our development. We are requesting that the new portion of CR 176 from Parkside Parkway to Leander Road be renamed to Parkside Parkway. In addition, we are requesting that existing Water Oak Parkway from Hwy 29 south be renamed to Parkside Parkway, so that when the roadways are completed Parkside Parkway will be a continuous road from CR 175 to Hwy 29. We will agree to pay for any costs associated with the street name change on CR 176 and Water Oak Parkway. Please see the attached exhibits depicting the areas we are requesting to be renamed.

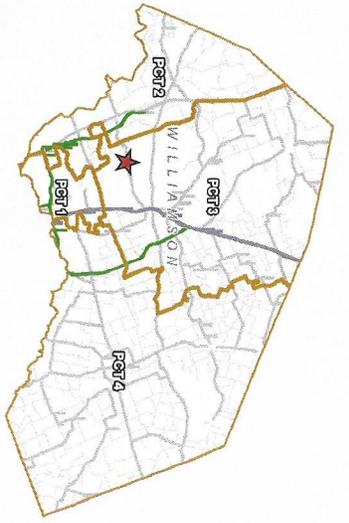
Should you have any questions do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to be "Blake J. Magee", written over a horizontal line.

Blake J. Magee

cc: Mr. Wayne Reed- City of Georgetown (via email)



Roadway: CR 176 at RM 2243  
 Limits: From RM 2243 to Parkside Pkwy  
 Proposed Improvements: Roadway Realignment and Widening  
 Submitted By: Williamson County

Proposed Project



West State Highway 29

Cimarron 1/2

ospital +  
oarding

Change Existing Water Oak Parkway  
To Parkside Parkway

Water Oak at San Gabriel  
by Chesmar Homes

Water Oak Pkwy

(29)

Turning Leaf Trail

Water Oak

Fair Oaks Dr

Clear Ridge Cove

Winding Way Dr

Winding Way Dr

Fair Oaks Dr

T



**Commissioners Court - Regular Session**

**41.**

**Meeting Date:** 10/15/2019

Cold Case Task Force & Coalition Project Grant for County Sheriff

**Submitted For:** Robert Chody

**Submitted By:** Starla Hall, Sheriff

**Department:** Sheriff

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action to authorize the Williamson County Sheriff's Office to accept funding for the Cold Case Task Force and Coalition Project through the Criminal Justice Division Criminal Justice Program grant and create one grant-funded, part-time Crime Analyst position.

**Background**

The Sheriff's Office is seeking approval to accept a \$100,000.00 grant from the Office of the Governor's Criminal Justice Division's Criminal Justice Program. The project dates are October 1, 2019 through September 30, 2020 and there is no match requirement for this grant.

The grant will fund the Cold Case Task Force and Coalition Project, providing the Cold Case Unit with computers, monitors, specialized software, scanners, printer, external hard drives, travel expenses, training expenses and a grant-funded part-time Crime Analyst position. The Crime Analyst position is a grade B25 part-time position and will have no budgetary impact; all funds and needed equipment for the position will be provided by the grant.

Staff recommends the following action: Approve the Sheriff's Office to accept grant funding for the Cold Case Task Force and Coalition Project through the Criminal Justice Division Criminal Justice Program grant and approve appropriate County department personnel to complete documentation relevant to the implementation of the grant.

**Fiscal Impact**

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

**Attachments**

Grants Management Request

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 10/10/2019

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

10/10/2019 09:40 AM

10/10/2019 10:06 AM

Started On: 10/10/2019 07:32 AM

Grant Title/Project Name:	Cold Case Task Force and Coalition Project
Department:	Sheriff's Office
Requestor:	Dana Foster
Contact Email:	dfoster@wilco.org
Contact Phone Number:	512-943-1168
Start Date:	10/1/2019
End Date:	9/30/2020
Please select request category:	Computers, monitors, specialized software, scanners, printer, external hard drives, travel expenses, training expenses and a part-time Crime Analyst
Describe the request category in detail to include all requirements.	In this project, the Cold Case Unit will receive funds to: form a regional Cold Case Task Force Coalition; purchase computers; monitors; specialized software; scanners; a printer; external hard drives; travel expenses; training expenses and a part-time Crime Analyst.
Select the type of grant your department is applying for:	Federal Pass-thru
What is the amount of the grant?	\$100,000.00
Please provide a breakdown of the total cost above.	The following items are included in the budget: \$27,000.00 for computers (desktop and laptops); \$6,000.00 for monitors; \$5,000.00 for specialized software; \$3,000.00 for scanners and a printer; \$1,000.00 for external hard drives; \$13,000.00 for travel expenses; \$5,000.00 for training expenses and \$40,000.00 for a part-time Crime Analyst.
Is there a match requirement?	No
If yes, describe the type and source of 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 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?	N/A
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	N/A
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?	All items will be stored in existing facilities within the Sheriff's Office.
What is the useful life of the item?	The software is license-based and has an annual renewal. The electronic equipment is expected to be in working condition for at least 4 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?	N/A
How will this item be funded when the grant ends?	Funds for items within the grant will be requested 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?	Approximately 35 hours for Information Technology Services to obtain quotes and install all computers, scanners, printers and software. Required reporting and tracking of finances traditionally needed for 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)	Yes
ID	31
Version	3.0
Attachments	False
Created	10/9/2019 5:27 PM
Created By	Dana Foster
Modified	10/10/2019 6:34 AM
Modified By	Dana Foster

**Commissioners Court - Regular Session**

**42.**

**Meeting Date:** 10/15/2019

CJC Court Room Renovation P515 - Steinbomer WA#2

**Submitted For:** Dale Butler

**Submitted By:** Gina Wrehsnig, Building Maintenance

**Department:** Building Maintenance

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Work Authorization #2 in the amount of \$250,000.00 to expire on April 30, 2021 under Williamson County Contract for Architectural and Engineering Services between Steinbomer & Associates, Architects, Inc. and Williamson County dated January 30, 2019 for the various Justice Center Renovations described in the attached.

**Background**

**Fiscal Impact**

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

**Attachments**

Steinbomer WA2

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 10/10/2019

**Reviewed By**

Andrea Schiele

**Date**

10/10/2019 08:36 AM

Started On: 10/10/2019 08:23 AM

## **WORK AUTHORIZATION NO. 2**

### **PROJECT: Justice Center Court Room Renovation**

This Work Authorization is made pursuant to the terms and conditions of the Agreement for Architectural and Engineering Services, being dated January 30, 2019 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Steinbomer & Associates, Architects, Inc. (the "A/E").

Part 1. The A/E will provide the following Architectural and Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$250,000.00.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on April 30, 2021. The Architectural and Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

A/E:

Skirbomer & Associates, Architects, Inc.

COUNTY:

Williamson County, Texas

By: Joe E. Duhon  
Signature

By: \_\_\_\_\_  
Signature

JOE E DUHON  
Printed Name

Bill Gravell, Jr.  
Printed Name

PRINCIPAL  
Title

Williams County Judge  
Title

## LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by A/E

Attachment C - Work Schedule

Attachment D - Fee Schedule

## **Attachment A - Services to be Provided by County**

Williamson County will provide a Project Manager and any requested data that is in the County's control.

**Attachment B - Services to be Provided by A/E**



September 30, 2019

Mr. Bob Lubecker  
Facilities Project Manager  
Williamson County  
3101 SE Inner Loop  
Georgetown, Texas 78626

RE: Williamson County Justice Center Renovations Design Development through Construction  
Observation Fee Proposal

Dear Mr. Lubecker:

We at **Steinbomer & Associates, Architects, Inc.** (dba **Studio Steinbomer**) are pleased to provide you with the following fee proposal to provide the necessary architectural and engineering services for the Design Development, Construction Documentation, Construction Administration, and cost estimating services for the renovations to the existing Williamson County Justice Center in Georgetown, Texas. Our consulting engineers and specialists were specifically selected for this project for their depth of knowledge and our proven experience and history of working on multiple projects such as this. Our consultant team consists of:

- **Wilson & Girgenti, LLC** – Mechanical, Electrical and Plumbing Engineering Services
- **DataCom Design Group** – Information Technology and Security Planning Consulting Services
- **Emporium Estimates**– Construction Cost Estimating Services

## I. PROJECT PARAMETERS

The scope of work to be completed as part of this project includes miscellaneous improvements throughout the Williamson County Justice Center as identified as part of the initial Feasibility Study. Refer to Attachment A for a detailed description of the scope of work to be completed per department. The Design Team will provide full design and construction administration services, with formal design review submissions anticipated at 100% Design Development and 50% Construction Documents phases. Updated construction cost estimates will be provided as part of these milestone submissions.

## II. BASIC SERVICES

Architectural, MEP Engineering, IT/AV/Electronic Security Systems Design, and Cost Estimating Services shall include:

- Development of the schematic design into construction documents for permit, bidding, and construction
- Creation of 100% Design Development and 50% Construction Documents packages for Owner review and approval, and for preliminary estimates of construction cost
- Creation of 100% Construction Documents package for bidding and construction
- Coordination and selection of interior building finishes and paint colors for the affected areas of the project (refer to Attachment A), based upon any currently-approved building standards finishes
- Preparation of Drawings in AutoCAD/Revit as required to adequately describe the project for bidding and construction of the Work
- Preparation of specifications and a project manual as necessary to adequately describe the project for bidding and construction of the Work
- Coordination with Consultants through regularly-held, internal coordination meetings
- Coordination with Owners and stakeholders during regularly-held meetings; assumes up to six (6) meetings through the completion and issuance of Construction Documents
- Responding to Requests for Information (RFI) and issuance of Architect's Supplemental Instructions (ASI) as required
- Attendance at one (1) pre-bid meeting
- Attendance at jobsite meetings – assumes attendance at one (1) jobsite meeting per month or up to eight (8) meetings total
- Review and processing of product and equipment submittals
- Review of Contractor's Application for Payment

## III. ITEMIZED COST PROPOSAL

### Basic Services

Basic Services are those services provided by Studio Steinbomer, Wilson & Girgenti, DataCom Design Group, and Emporium Estimates. The fees to provide the anticipated services outlined above shall be billed on an hourly, not-to-exceed basis. The estimated fee per discipline is listed below:

Architectural Services:	\$ 126,900
MEP Engineering Services:	\$ 71,800
IT and Security Planning Consulting Services:	\$ 41,000
Construction Cost Estimating Services:	\$ 1,375
<b>Total Basic Services Fees:</b>	<b>\$ 241,075</b>

#### IV. REIMBURSABLE EXPENSES:

Reimbursable expenses are billed in addition to compensation for architectural services. These expenses include, but are not limited to, long distance communications, mileage, printing and reproductions, delivery services, and subconsultants necessary for your project. These expenses will be billed at cost.

#### V. ASSUMPTIONS, EXCLUSIONS, AND CONDITIONS:

The scope of services presented herein and associated costs are based upon the design team's understanding of the proposed project scope. Changes in the project that affect the underlying contract assumptions may impact the required professional service fee.

This proposal is based on the following assumptions and conditions:

- This proposal assumes that any as-built documentation available for the existing building, including digital forms such as PDFs or CAD files, will be shared by the County.
- The County will provide access to the building as necessary for field investigation. This Project will not pursue LEED Certification. All Energy modeling, commissioning, and/or life cycle cost analysis is excluded.
- Any additional design studies beyond those described, or any changes to the approved design, may be provided as an additional service billed on an hourly basis.
- Attendance at meetings or presentations other than those listed may be accommodated as an additional service billed at the hourly rates.
- Building energy operating or life cycle cost analyses are not included in basic services.
- Commissioning and testing of technology systems is not included in basic services.
- Clocks, paging, radio, PBX, building automation, satellite systems, voice and data active equipment (LAN's/WAN's) are not included in basic services.
- The building HVAC system will be tied into the Auto Logic controls.
- Distributed Antenna Systems (DAS) consultation and design is not included in basic services.
- AudioVisual design for any spaces other than those expressly noted above is not included in basic services.
- Content development for digital signage / wayfinding devices is not included in basic services.
- Perimeter/Parking Security, including both Access Control and Surveillance, Remote Central Dispatch Center, Fire Alarm system intercom, including Areas of Refuge, and Threat Vulnerability consultation and reporting are not included in basic services.
- Record documents at the close of the project are not included as part of Basic Services but may be included as an additional service.
- We bill clients monthly for our services and ask that clients understand that all invoices are due upon receipt. Amounts unpaid forty-five days after the invoice date shall bear interest at the rate of 10% per annum. Regrettably, we must suspend work on the project if payment is not received within 45 days from the date of the invoice.



- Projects put on hold, at the client's request, for a period of one year or more are subject to Billing Rates in effect at the time the project is restarted.

We thank you for this opportunity and look forward to working with you.

Sincerely,

Studio Steinbomer

ACCEPTED:

---

Name

Date

Attachments: Attachment A – Scope of Work Summary

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, (512) 305-9000.

## Attachment A: Scope of Work Summary

Below is a summary of the various departments and areas slated for renovations. Refer to Feasibility drawings and documents for additional information

---

### County Attorney

- Scope of work summary includes:
    - Provide new enclosed office(s) to accommodate nine employees
    - Provide new carpet
    - Provide new ceiling grid and tile
    - Provide new lighting and electrical
    - Provide new floor-to-ceiling toilet partitions and solid doors at existing restroom
- 

### District Attorney

- Scope of work summary includes:
    - Provide new flooring in all new and affected areas (carpet)
    - Create new private staff restrooms from existing public restroom
    - Enlarge existing three (three) offices on West side
    - Adjust walls and door locations for office and conference room adjacent to District Attorney's office
    - Provide new doors with vision lights throughout space
    - Provide new LED lighting
- 

### Renovation of First Floor Shell Space Into a New District Courtroom:

- Scope of work summary includes:
    - Finish out new courtroom, including new court bench, jury box, jury room, etc.
    - Provide new Judge's quarters in adjacent shelled space and part of adjacent occupied space (currently existing judge's quarters)
    - Provide new flooring (carpet)
    - Provide new ceiling grid and tiles
    - Provide new light fixtures
    - Verify and/or improve wall acoustics
    - New Audio/ Video systems to match current proposal
    - New Security/ Add duress button in judge's chambers
- 

### New Breakroom On Second Floor, South End

- Scope of work summary includes:
  - Provide frosted storefront for privacy while allowing light to filter in
  - Provide a cardreader for restricted access

- Provide new ceiling and lighting
  - Relocate Fire Hose for accessibility
  - Provide new millwork
- 

**Basement Level Jury Call Room:**

- Scope of work summary includes:
    - Provide new ceiling grid and tiles
    - Provide new light fixtures
    - Renovate existing judge's bench; include bulletproof material
    - Create new office out of storage room
    - Improve/add A/V
    - Provide new ceiling grid, tiles, and lighting in entry corridor and adjacent hall to Jury Call Room
- 

**District Clerk:**

- Scope of work summary includes:
    - Convert existing breakroom into more office or conference space
    - Provide new ceiling grid and tile and new lighting in affected areas
    - Provide new carpet in affected areas
- 

**Restrooms – Levels 1 and 2 South - Men's; Level 1, Mid-building – Women's**

- Scope of work summary includes:
    - Update all floor, wall, and ceiling finishes
    - Provide new plumbing fixtures
    - Provide new light fixtures
    - Provide new mirrors
    - Provide new toilet/urinal partitions
- 

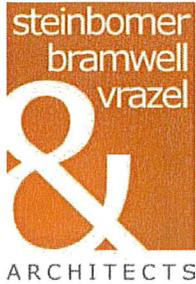
**Attic Space:**

- Scope of work summary includes, but is not limited to, the following:
  - Provide new server room

## **Attachment C - Work Schedule**

A work schedule will be determined in the course of the project when sufficient information is available.

**Attachment D - Fee Schedule**



## GENERAL TERMS AND CONDITIONS

Year 2019 Hourly Billing Rates for Architectural Services:

Principal	\$180
Senior Architect	\$160
Architect	\$130
Senior Project Manager	\$125
Project Manager	\$120
Associate Designer IV	\$110
Associate Designer III	\$100
Associate Designer II	\$ 90
Associate Designer I	\$ 80
Student Intern	\$ 55
Clerical	\$ 55

Reimbursable expenses are billed in addition to compensation for architectural services. These expenses include photography, printing and reproductions, delivery services and subconsultants necessary for your project. These expenses will be billed at cost.

The drawings we create are the instruments of conveyance of services performed, and are not subject to state sales tax. All drawings created by our firm remain the property of this firm and may not be used by any other person or companies for any other construction or research purposes.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, (512) 305-9000.

**Wilson & Girgenti**

<u>Classification of Employee</u>	<u>Hourly Rate</u>
Principal .....	\$ 240.00
Senior Engineer/Project Manager .....	\$ 180.00
Engineer/Sr. Designer .....	\$ 140.00
Designer .....	\$ 125.00
Draftsman .....	\$ 110.00
Administrative .....	\$ 75.00

**V. REIMBURSABLE EXPENSES:**

Reimbursable expenses are billed in addition to compensation for architectural services. These expenses include, but are not limited to, long distance communications, mileage, printing and reproductions, delivery services, and subconsultants necessary for your project. These expenses will be billed at cost.



March 21, 2019

Mr. Bob Lubecker  
Facilities Project Manager  
Williamson County  
3101 SE Inner Loop  
Georgetown, Texas 78626

RE: Williamson County Justice Center Renovations Feasibility Study Scope and Cost Proposal – Hourly Rates

Dear Mr. Lubecker:

Below are the hourly rates for Emporium Estimates and DataCom Design Group:

Emporium Estimates: \$25/hour

DataCom Design Group:

Principal	198.00
Associate Principal	186.00
Senior Project Manager	179.00
Senior Technology Consultant	160.00
Technology Consultant	138.00
Contract Administration	98.00
Technology Support (CAD/BIM)	67.00
Administrative / Accounting	58.00

**Commissioners Court - Regular Session**

**43.**

**Meeting Date:** 10/15/2019

Receive updates on the Department of Infrastructure projects and issues

**Submitted For:** Robert Daigh

**Submitted By:** Vicky Edwards, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Receive updates on the Department of Infrastructure projects and issues.

**Background**

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

---

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 09/18/2019

**Reviewed By**

Andrea Schiele

**Date**

09/18/2019 03:18 PM

Started On: 09/18/2019 12:17 PM

**Commissioners Court - Regular Session**

44.

**Meeting Date:** 10/15/2019

Road Bond Construction Summary Report

**Submitted By:** Dawn Haggard, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Receive and acknowledge the October 2019 Construction Summary Report and PowerPoint Presentation for the Road Bond Program.

**Background**

---

**Fiscal Impact**

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

**Attachments**

[October 2019 Construction Summary Report](#)

[October 2019 PowerPoint Presentation](#)

---

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 10/10/2019

**Reviewed By**

Andrea Schiele

**Date**

10/10/2019 08:34 AM

Started On: 10/08/2019 11:10 AM



# ROAD BOND PROGRAM

## Construction Summary Report

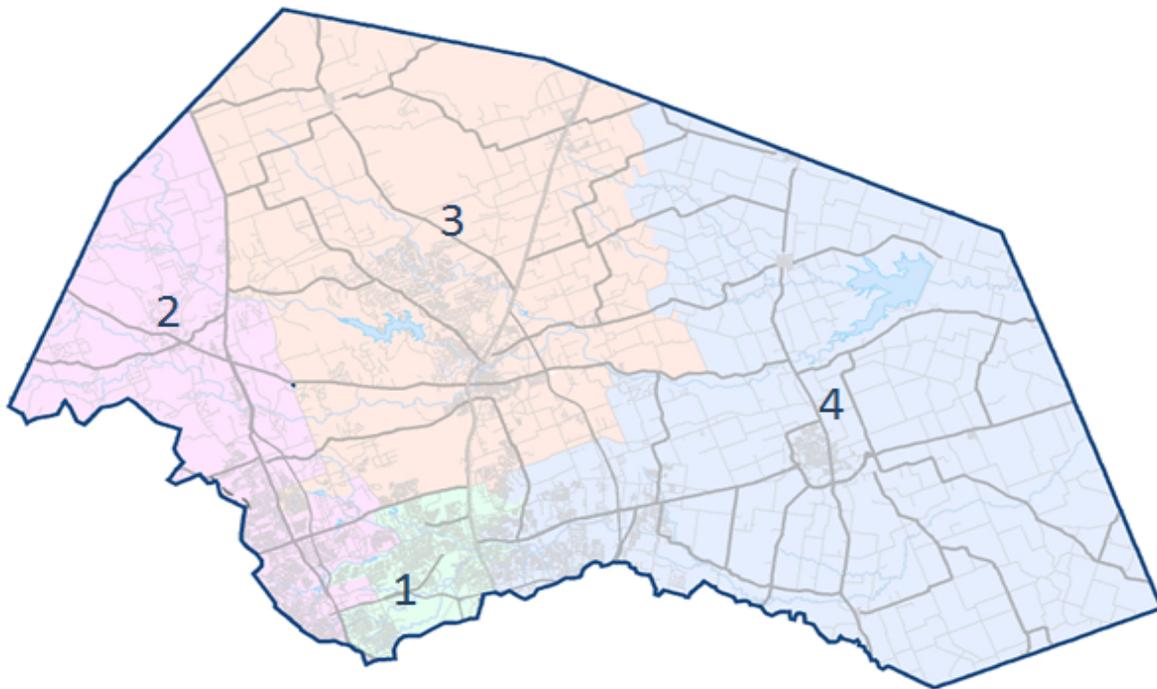
County Judge  
Bill Gravell, Jr.

Commissioners  
Terry Cook  
Cynthia Long  
Valerie Covey  
Russ Boles

# October 2019

[WWW.ROADBOND.ORG](http://WWW.ROADBOND.ORG)

Volume XVIII - Issue No.10



Presented By:



PRIME  
STRATEGIES,  
INC.

# HNTB

# Table of Contents



Completed Projects.....	1
<b>PRECINCT No. 1 – Commissioner Terry Cook .....</b>	<b>5</b>
North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive).....	7
Forest North - Anderson Mill .....	9
<b>PRECINCT No. 2 – Commissioner Cynthia Long .....</b>	<b>10</b>
CR 200 at Bold Sundown (South of Bold Sundown to North of the Intersection) .	12
Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road).....	13
SH 29 Intersection at CR 200 / Loop 332 (Intersection Improvements).....	15
San Gabriel Ranch Road Bridge at Lackey Creek (Remuda Drive to San Gabriel Ranch Road).....	16
Ronald Reagan at Santa Rita Ranch (Turn Lane Improvements).....	18
Lakeline Boulevard Right Turn Lane .....	19
Seward Junction Improvements (SH 29 to CR 266 & CR 266 south of CR 259 to SH 29) .....	20
<b>PRECINCT No. 3 – Commissioner Valerie Covey .....</b>	<b>22</b>
Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west) .....	24
Inner Loop Improvements (Wilco Way to Belmont Drive) .....	25
Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243) .....	26
CR 176 at RM 2243 (Parkside Parkway to RM 2243).....	28
<b>PRECINCT No. 4 – Commissioner Russ Boles.....</b>	<b>30</b>
CR 119 (Limmer Loop to Chandler Road).....	32
CR 110 Middle (Limmer Loop to CR 107) .....	33

# **WILLIAMSON COUNTY**

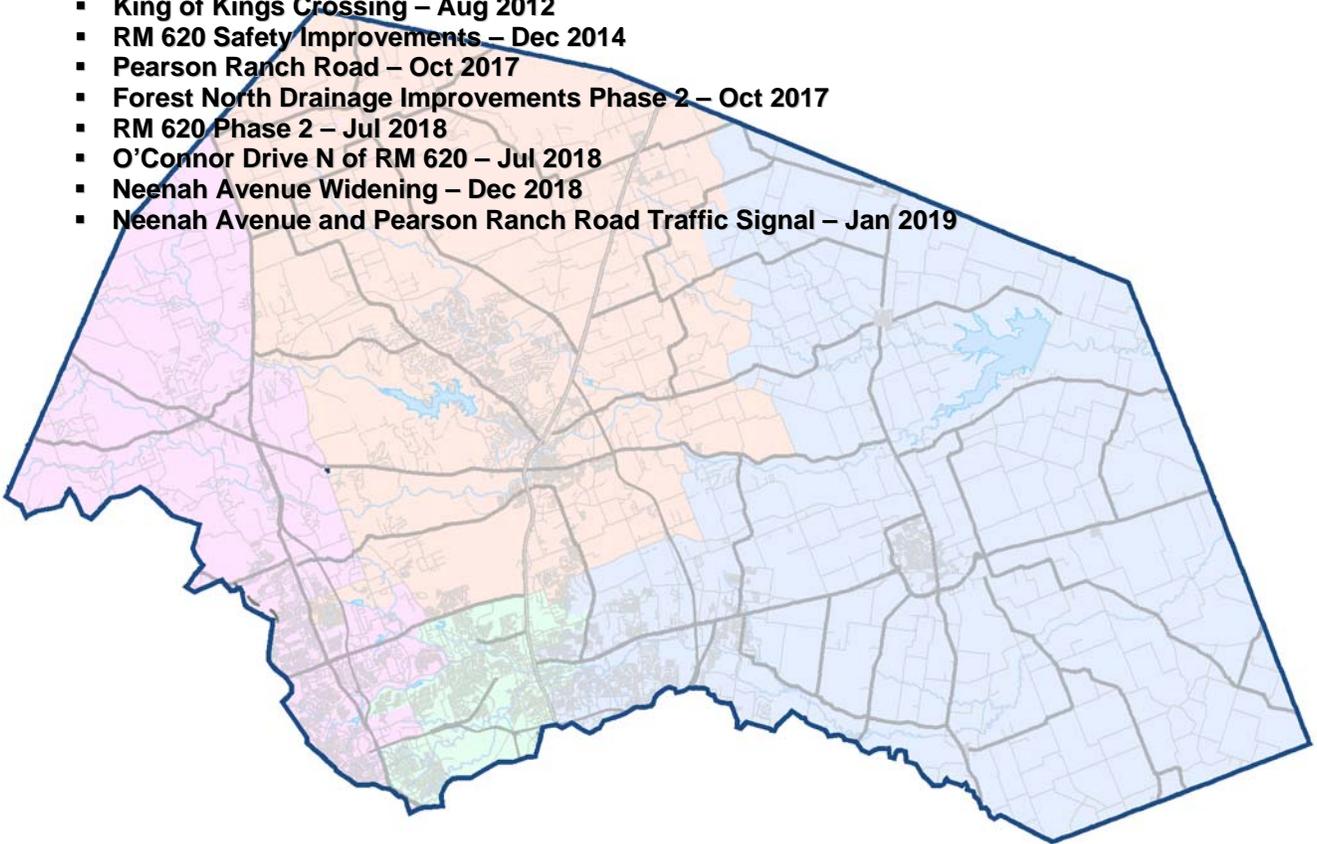
## **ROAD BOND PROGRAM**

### **COMPLETED PROJECTS**

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF SEPTEMBER 2019

#### **Precinct 1**

- Pond Springs Road (signal) – Apr 2002
- McNeil Road, Phase 1 – Jan 2005
- McNeil Road, Phase 2 – Feb 2007
- RM 620, Phase 1 – Jan 2009
- Pond Springs Road – Sep 2010
- County Road 174 at Brushy Creek – Jun 2011
- O'Connor Drive Extension – Apr 2012
- King of Kings Crossing – Aug 2012
- RM 620 Safety Improvements – Dec 2014
- Pearson Ranch Road – Oct 2017
- Forest North Drainage Improvements Phase 2 – Oct 2017
- RM 620 Phase 2 – Jul 2018
- O'Connor Drive N of RM 620 – Jul 2018
- Neenah Avenue Widening – Dec 2018
- Neenah Avenue and Pearson Ranch Road Traffic Signal – Jan 2019



# WILLIAMSON COUNTY

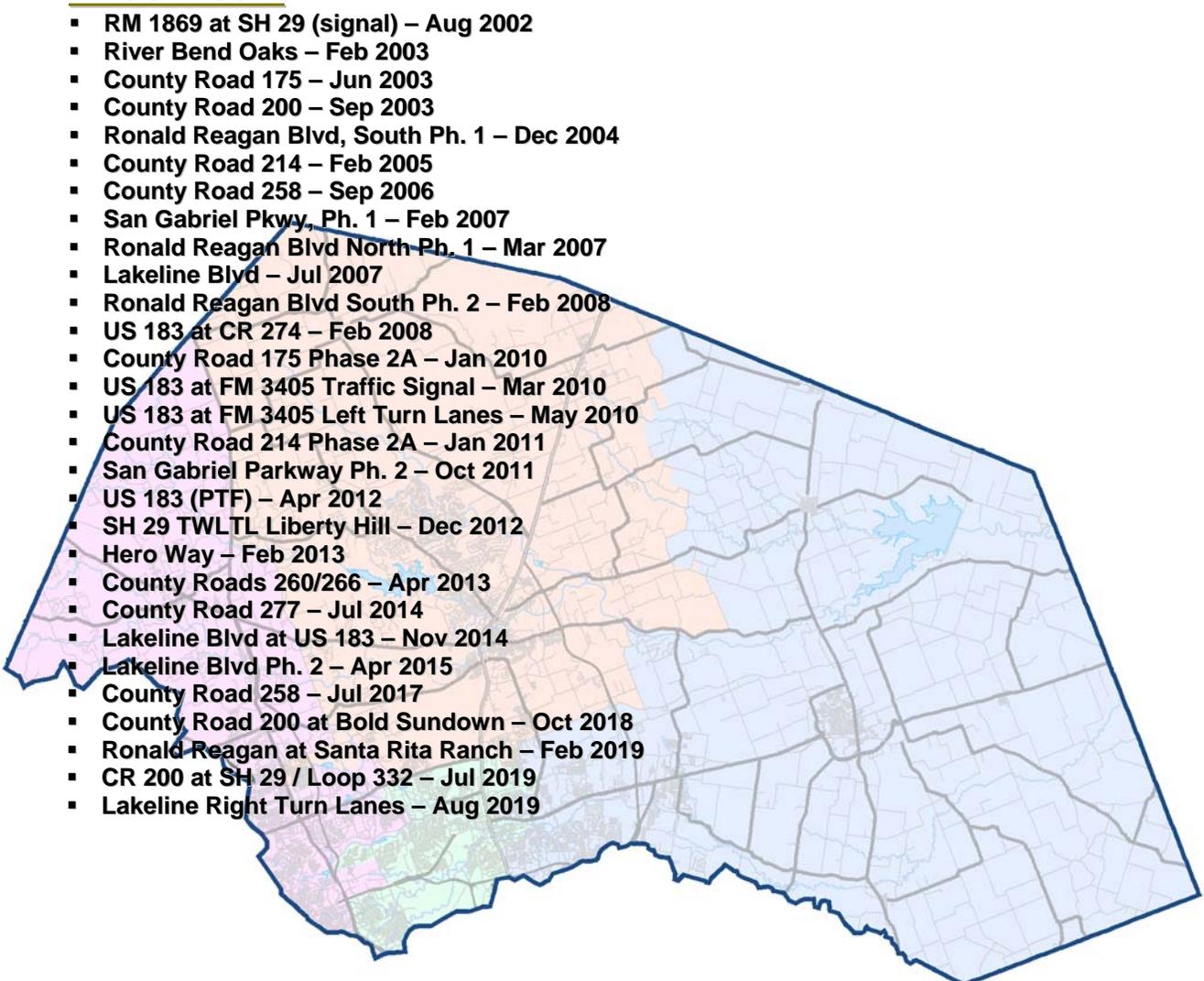
## ROAD BOND PROGRAM

### COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF SEPTEMBER 2019

#### Precinct 2

- RM 1869 at SH 29 (signal) – Aug 2002
- River Bend Oaks – Feb 2003
- County Road 175 – Jun 2003
- County Road 200 – Sep 2003
- Ronald Reagan Blvd, South Ph. 1 – Dec 2004
- County Road 214 – Feb 2005
- County Road 258 – Sep 2006
- San Gabriel Pkwy, Ph. 1 – Feb 2007
- Ronald Reagan Blvd North Ph. 1 – Mar 2007
- Lakeline Blvd – Jul 2007
- Ronald Reagan Blvd South Ph. 2 – Feb 2008
- US 183 at CR 274 – Feb 2008
- County Road 175 Phase 2A – Jan 2010
- US 183 at FM 3405 Traffic Signal – Mar 2010
- US 183 at FM 3405 Left Turn Lanes – May 2010
- County Road 214 Phase 2A – Jan 2011
- San Gabriel Parkway Ph. 2 – Oct 2011
- US 183 (PTF) – Apr 2012
- SH 29 TWLTL Liberty Hill – Dec 2012
- Hero Way – Feb 2013
- County Roads 260/266 – Apr 2013
- County Road 277 – Jul 2014
- Lakeline Blvd at US 183 – Nov 2014
- Lakeline Blvd Ph. 2 – Apr 2015
- County Road 258 – Jul 2017
- County Road 200 at Bold Sundown – Oct 2018
- Ronald Reagan at Santa Rita Ranch – Feb 2019
- CR 200 at SH 29 / Loop 332 – Jul 2019
- Lakeline Right Turn Lanes – Aug 2019



# WILLIAMSON COUNTY

## ROAD BOND PROGRAM

### COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF SEPTEMBER 2019

#### Precinct 3

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 2 – Aug 2003
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop East Extension – Sep 2004
- County Road 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relocation for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop at FM 1460 – Nov 2009
- County Road 111 (Westinghouse Road) – Jun 2010
- Williams Drive – Apr 2011
- County Road 104, Phase 2 – May 2011
- RM 2338 (PTF) – Jul 2011
- SH 29 at Park Pl and Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – Jun 2013
- Ronald Reagan Blvd. North Phase 4 – Mar 2014
- Madrid Drive Extension – Sep 2014
- CR 245 – Sep 2015
- IH 35 Northbound Frontage Road (PTF) – Oct 2015
- Ronald Reagan North Phase 4 Fencing – Jan 2016
- IH 35 Northbound Frontage Road Driveway (PTF) – Mar 2016
- Southwest Bypass Driveways – Aug 2016
- RM 2243 at Escalera Right Intersection – Aug 2016
- SH 29 at Cedar Hollow Right Intersection Improvements – Aug 2016
- Southwest Bypass Access Route – Jul 2017
- Arterial H Extension Phase I – Feb 2018
- Relocation of Williamson County Regional Raw Water Line – Apr 2018
- Southwest Bypass Segment 1 – Sep 2018
- Inner Loop Improvements – Dec 2018

# WILLIAMSON COUNTY

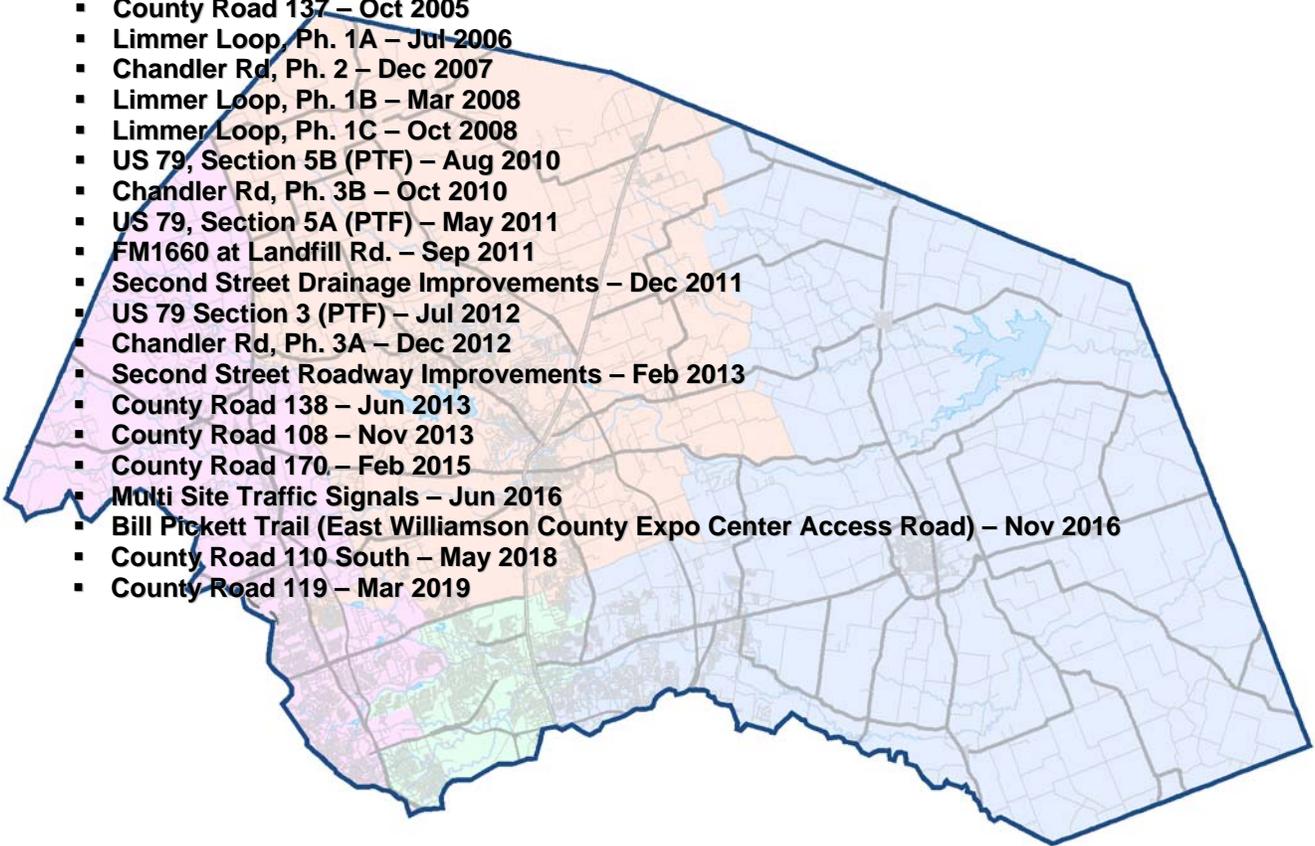
## ROAD BOND PROGRAM

### COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF SEPTEMBER 2019

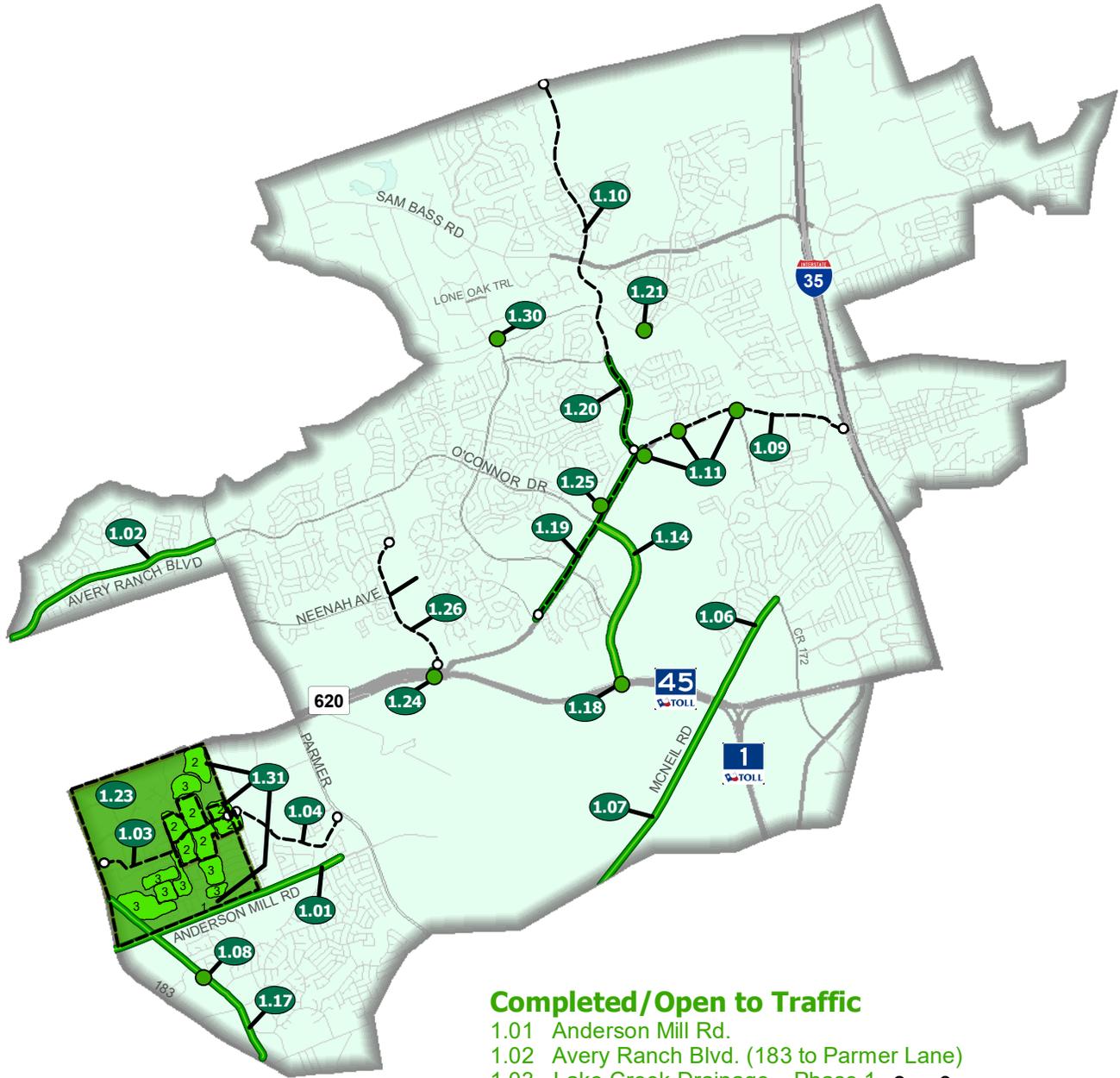
#### Precinct 4

- Bridge Replacements (CR 390, 406 & 427) – Nov 2002
- County Road 368 and 369 – Nov 2002
- County Road 412 – Aug 2003
- County Road 300 and 301 – Dec 2003
- County Road 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – Mar 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A – Jul 2006
- Chandler Rd, Ph. 2 – Dec 2007
- Limmer Loop, Ph. 1B – Mar 2008
- Limmer Loop, Ph. 1C – Oct 2008
- US 79, Section 5B (PTF) – Aug 2010
- Chandler Rd, Ph. 3B – Oct 2010
- US 79, Section 5A (PTF) – May 2011
- FM1660 at Landfill Rd. – Sep 2011
- Second Street Drainage Improvements – Dec 2011
- US 79 Section 3 (PTF) – Jul 2012
- Chandler Rd, Ph. 3A – Dec 2012
- Second Street Roadway Improvements – Feb 2013
- County Road 138 – Jun 2013
- County Road 108 – Nov 2013
- County Road 170 – Feb 2015
- Multi Site Traffic Signals – Jun 2016
- Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016
- County Road 110 South – May 2018
- County Road 119 – Mar 2019



# 2006 ROAD BOND PROGRAM PROJECTS

## PRECINCT 1 - COMMISSIONER COOK

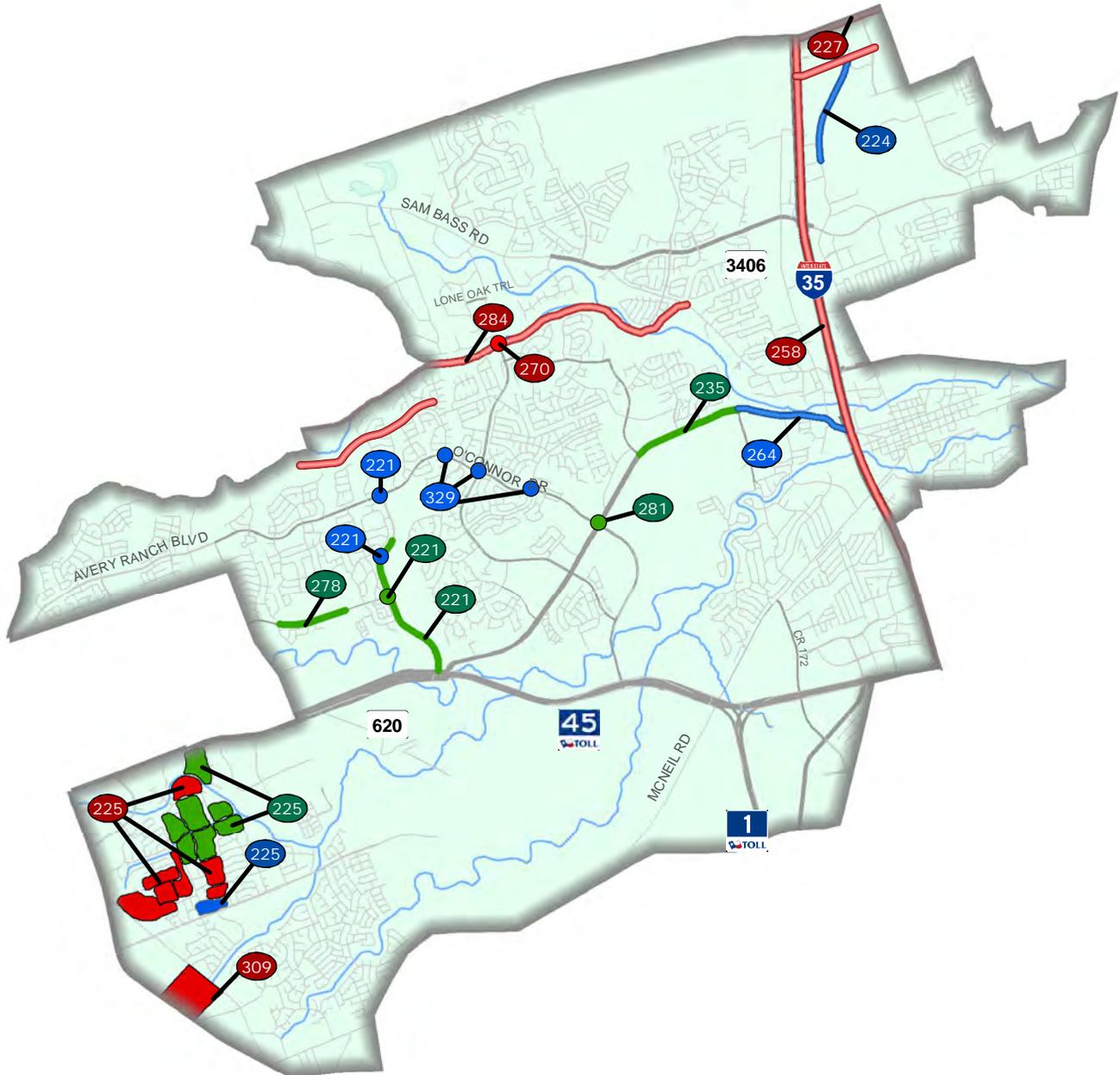


### Completed/Open to Traffic

- 1.01 Anderson Mill Rd.
- 1.02 Avery Ranch Blvd. (183 to Parmer Lane)
- 1.03 Lake Creek Drainage – Phase 1 ○—○
- 1.04 Lake Creek Drainage – Phase 2 ○—○
- 1.06 McNeil Road - Phase 1
- 1.07 McNeil Road - Phase 2
- 1.08 Pond Springs at Turtle Rock Signal
- 1.09 RM 620 Feasibility Study ○—○
- 1.10 Wyoming Springs North Study ○—○
- 1.11 RM 620 Interim Improvements – Phase 1
- 1.14 O'Connor Extension
- 1.17 Pond Springs Road
- 1.18 O'Connor Overpass at SH 45
- 1.19 RM 620 (Cornerwood Dr. to Wyoming Springs)
- 1.20 Wyoming Springs (620 to Brightwater Blvd.)
- 1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
- 1.23 Forest North Drainage Study - Phase 1 [ ]
- 1.25 King of Kings Crossing
- 1.26 Pearson Ranch Road (Design) ○—○
- 1.24 Pearson Ranch Underpass at SH 45/ RM 620
- 1.30 Great Oaks at Brushy Creek (design)
- 1.31 Forest North Drainage Improvements - Phase 2 (design) [ ]
- 1.31 Forest North Drainage Improvements - Phase 3 (design) [ ]

# 2013 ROAD BOND PROGRAM PROJECTS

## PRECINCT 1 - COMMISSIONER COOK



### Completed/Open to Traffic

- 221 Pearson Ranch Road
- 221 Neenah Avenue and Pearson Ranch Road Traffic Signal
- 225 Forest North Drainage Improvements Phase 2
- 235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
- 278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
- 281 O'Connor Drive North of RM 620

### Under Construction/Bidding

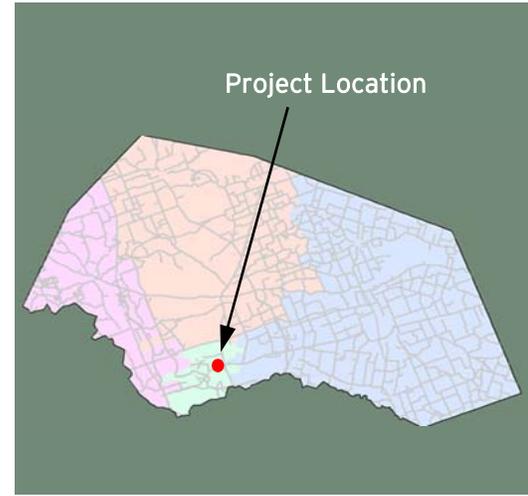
- 221 Pearson Ranch Road and Iveans Way Pedestrian Crossing
- 221 Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal
- 224 North Mays Street Extension Phase 1 Arterial M (Paloma Drive to Oakmont Drive)

### Under Construction/Bidding (con't)

- 225 Forest North Drainage Improvements Anderson Mill Zone
- 264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
- 329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)

### In Design

- 225 Forest North Drainage Improvements Phase 3
- 227 University Boulevard Widening (IH 35 to Sunrise Road)
- 258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
- 270 Great Oaks Drive Bridge at Brushy Creek
- 284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
- 309 Pond Springs Road Area Drainage Improvements (Pond Springs Road to US 183)



**North Mays Street Extension Phase 1**  
 (Paloma Drive to Oakmont Drive)

Project Length: 1 mile  
 Roadway Classification: Arterial Collector

Project Schedule: January 2019 - March 2020  
 Estimated Construction Cost: \$10.8 Million



**SEPTEMBER 2019 IN REVIEW**

**09/06/2019:** Capital Excavation continued Type B embankment from the southern bridge approach to Paloma Drive. Bent Cap 4 was poured. The storm drain work continued from the north end of the bridge towards Oakmont Drive. StormTroopers 2, 3, 4, 5 and 6 were installed. Subcontractor Capstar ran 2" conduit on Runs 13-16 on the north end of the project.

**09/13/2019:** Abutment 1 Cap and Bent Cap 3 were formed and poured. Topsoil was placed under the bridge from Bent 5 to Bent 10. Flowable fill was placed at Abutment 11. Riprap was formed and poured at Abutment 11. StormTroopers 2, 3, 4, 5 and 6 were backfilled.

**09/20/2019:** Riprap was formed and poured at Abutment 1. Bent 2 Cap was formed and poured. Flowable fill was placed at all 18" RCP laterals north of the bridge.

**09/27/2019:** Riprap was completed at Abutment 1. Wastewater line A began installation from Driveway 1 to the south and Manholes O1 & O2 were installed. The 1st lift of flexible base was placed on both the northbound and southbound lanes. Subcontractor Capstar installed 2" conduit laterals to the center median from the bridge to Future Arterial L.



Design Engineer: LJA Engineering  
 Contractor: Capital Excavation  
 Construction Observation:  
 Kyle McCoy, HNTB

Williamson County  
 Road Bond Program



**North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)  
Project No. 1810-265**

Original Contract Price = \$10,775,835.75

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
11/14/2018	12/4/2018	1/18/2019	1/28/2019			410	0	410	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$) Used</u>	<u>% Time Used</u>
1	1/28/2019	1/31/2019	4	\$523,139.40	\$523,139.40	\$58,126.60	\$58,126.60	5	1
2	2/1/2019	2/28/2019	28	\$2,584.80	\$525,724.20	\$287.20	\$58,413.80	5	8
3	3/1/2019	4/30/2019	61	\$102,281.40	\$628,005.60	\$11,364.60	\$69,778.40	6	23
4	5/1/2019	5/31/2019	31	\$593,318.74	\$1,221,324.34	\$65,924.30	\$135,702.70	13	30
5	6/1/2019	6/30/2019	30	\$188,661.93	\$1,409,986.27	\$20,962.44	\$156,665.14	15	38
6	7/1/2019	7/31/2019	31	\$590,007.31	\$1,999,993.58	\$65,556.37	\$222,221.51	21	45
7	8/1/2019	8/31/2019	31	\$628,396.35	\$2,628,389.93	\$69,821.82	\$292,043.33	27	53
8	9/1/2019	9/30/2019	30	\$2,394,692.24	\$5,023,082.17	\$266,076.91	\$558,120.24	52	60
								Adjusted Price = \$10,775,835.75	

**Forest North - Anderson Mill  
Project No. 1811-278**

Original Contract Price = \$295,000.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
12/5/2018	1/15/2019	4/3/2019	4/15/2019			30	0	30

<u>Invoice</u>	<u>Beginning</u>	<u>Ending</u>	<u>Days</u>	<u>Current</u>	<u>Invoice</u>	<u>Current</u>	<u>Total</u>	<u>% (\$)</u>	<u>% Time</u>
1	4/15/2019	6/20/2019	17	\$145,702.80	\$145,702.80	\$16,189.20	\$16,189.20	55	57
2	6/21/2019	6/30/2019	13	\$45,702.66	\$191,405.46	\$5,078.07	\$21,267.27	72	100

9/27/2019 Comments - Materials are being ordered for additional work approved by Change Order.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	9/10/2019	1,513.40	1,513.40

3F: County Convenience. Additional work desired by the County. This Change Order adds drainage improvements on Tottenham Court at the County's request and provides the final balancing of unused items for the 8-inch water line relocation.

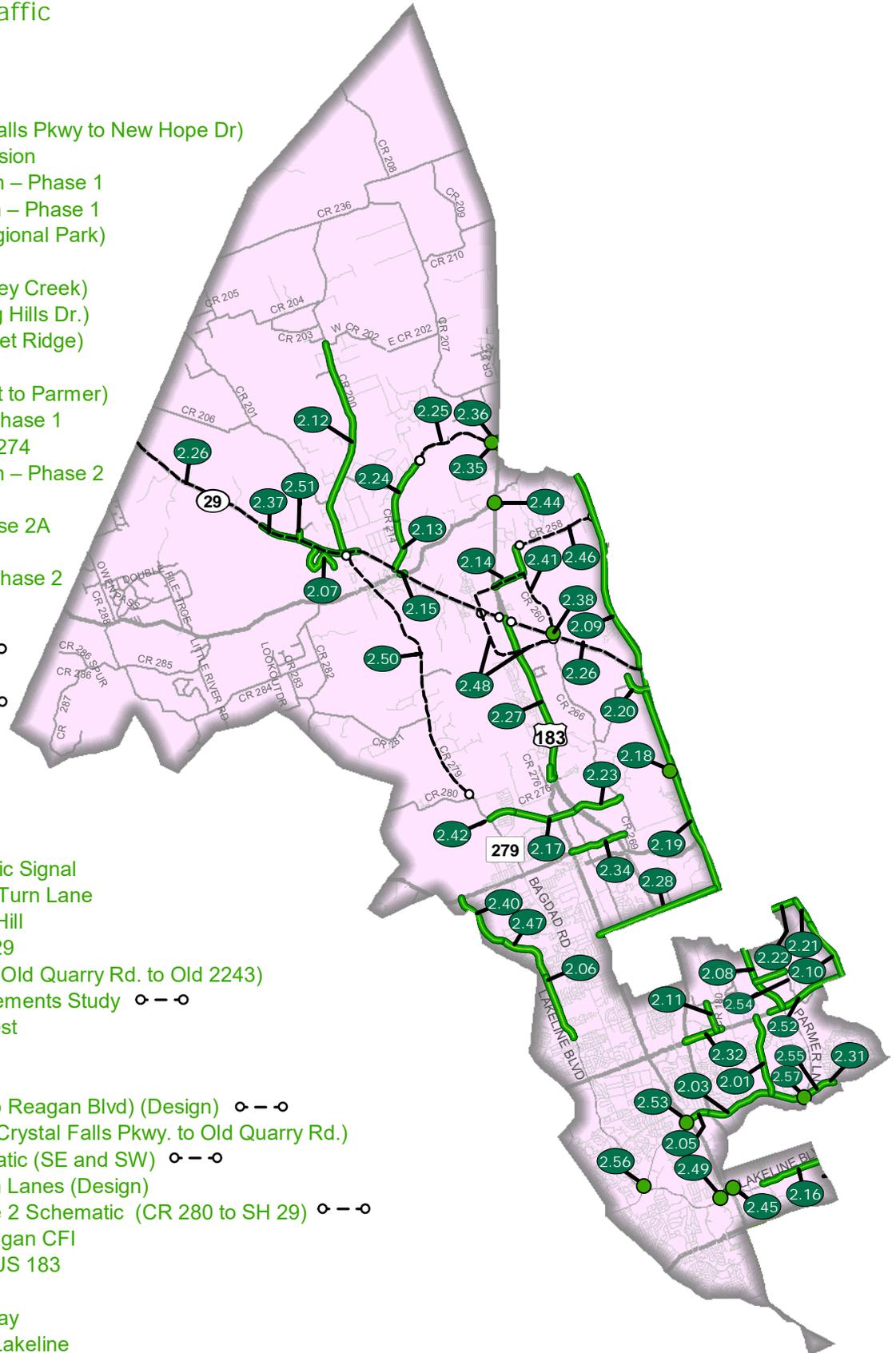
Adjusted Price = \$296,513.40

# 2006 ROAD BOND PROGRAM PROJECTS

## PRECINCT 2 - COMMISSIONER LONG

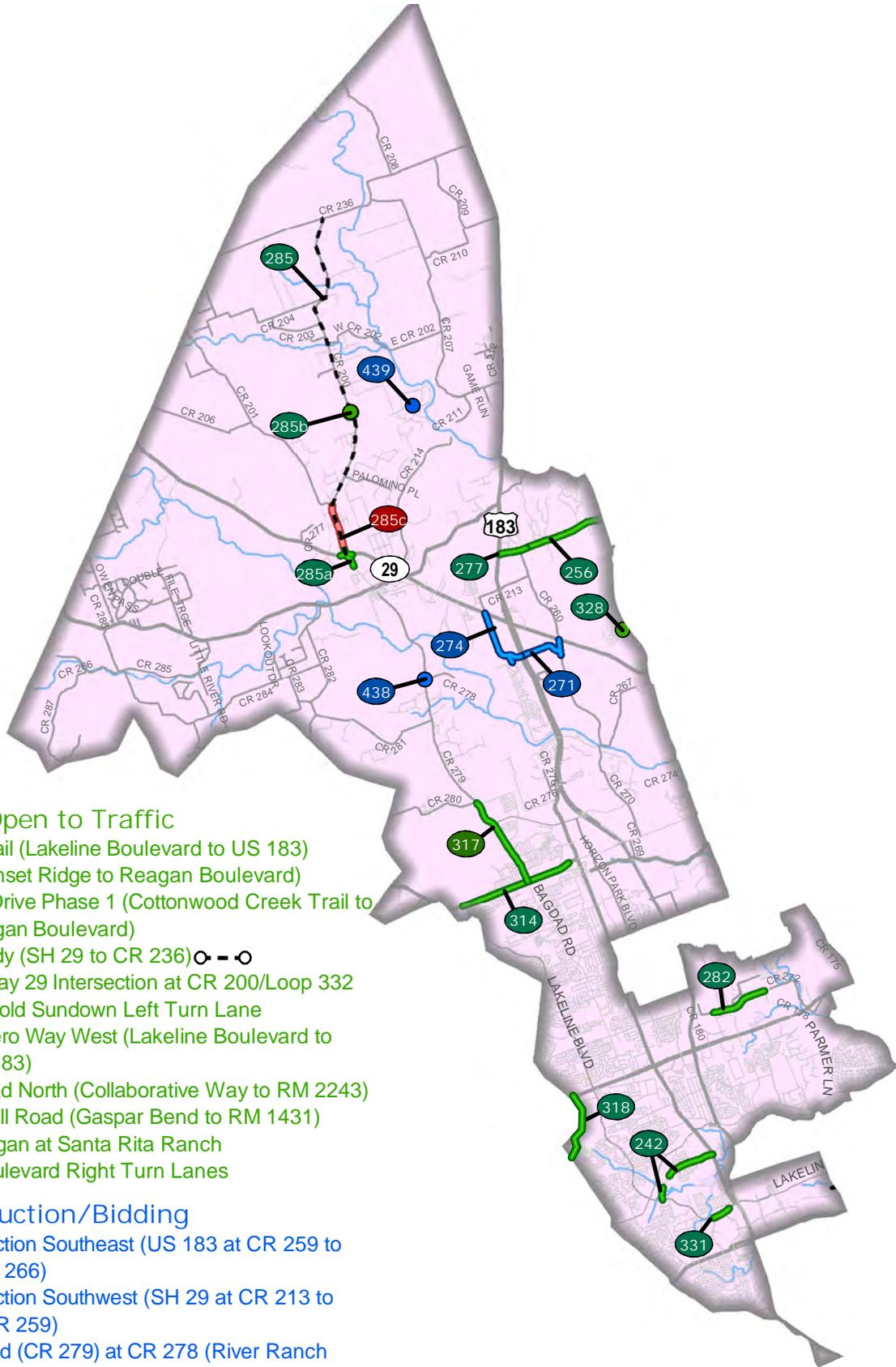
### Completed/Open to Traffic

- 2.01 Vista Ridge Blvd.
- 2.03 Brushy Creek Road
- 2.05 Cypress Creek Road
- 2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
- 2.07 River Bend Oaks Subdivision
- 2.08 Ronald W. Reagan South – Phase 1
- 2.09 Ronald W. Reagan North – Phase 1
- 2.10 CR 175 (RM 1431 to Regional Park)
- 2.11 CR 185
- 2.12 CR 200 (CR 201 to Lackey Creek)
- 2.13 CR 214 (SH 29 to Rolling Hills Dr.)
- 2.14 CR 258 (US 183 to Sunset Ridge)
- 2.15 RM 1869 at SH 29
- 2.16 Lakeline Blvd. (Lyndhurst to Parmer)
- 2.17 San Gabriel Parkway – Phase 1
- 2.18 US 183 Widening at CR 274
- 2.19 Ronald W. Reagan South – Phase 2
- 2.20 Kauffman Loop
- 2.21 CR 175 Extension – Phase 2A
- 2.22 CR 179
- 2.23 San Gabriel Parkway – Phase 2
- 2.24 CR 214 – Phase 2A
- 2.25 CR 214 – Phase 2B Schematic ○ - ○
- 2.26 SH 29 Improvements Study & Schematic ○ - ○
- 2.27 US 183 (PTF)
- 2.28 CR 272
- 2.31 Brushy Creek Road
- 2.32 RM 1431
- 2.34 Hero Way
- 2.35 US 183 at FM 3405 Traffic Signal
- 2.36 US 183 at FM 3405 Left Turn Lane
- 2.37 SH 29 TWLTL in Liberty Hill
- 2.38 CR 260 / CR 266 at SH 29
- 2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
- 2.41 Seward Junction Improvements Study ○ - ○
- 2.42 San Gabriel Parkway West
- 2.44 US 183 at RM 1869
- 2.45 Lakeline Blvd. at US 183
- 2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design) ○ - ○
- 2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
- 2.48 Seward Junction Schematic (SE and SW) ○ - ○
- 2.49 Lakeline Blvd. Right Turn Lanes (Design)
- 2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29) ○ - ○
- 2.52 RM 1431 at Parmer/ Reagan CFI
- 2.53 Cypress Creek Road at US 183
- 2.54 CR 272 Overlay
- 2.55 Brushy Creek East Overlay
- 2.56 Cypress Creek Road at Lakeline
- 2.57 Brushy Creek Road at Parmer Lane



# 2013 ROAD BOND PROGRAM PROJECTS

## PRECINCT 2 - COMMISSIONER LONG



### Completed/Open to Traffic

- 242 Little Elm Trail (Lakeline Boulevard to US 183)
- 256 CR 258 (Sunset Ridge to Reagan Boulevard)
- 282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
- 285 CR 200 Study (SH 29 to CR 236) ○ - - ○
- 285a State Highway 29 Intersection at CR 200/Loop 332
- 285b CR 200 at Bold Sundown Left Turn Lane
- 314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
- 317 Bagdad Road North (Collaborative Way to RM 2243)
- 318 Anderson Mill Road (Gaspar Bend to RM 1431)
- 328 Ronald Reagan at Santa Rita Ranch
- 331 Lakeline Boulevard Right Turn Lanes

### Under Construction/Bidding

- 271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
- 274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
- 438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
- 439 San Gabriel Ranch Road Bridge at Lackey Creek

### In Design

- 277 CR 258 Extension (US 183 to Sunset Ridge Drive)
- 285c CR 200 (CMTA Railroad to CR 201)

**CR 200 at Bold Sundown (South of Bold Sundown to North of the Intersection)  
Project No. 1802-217**

Original Contract Price = \$368,861.80

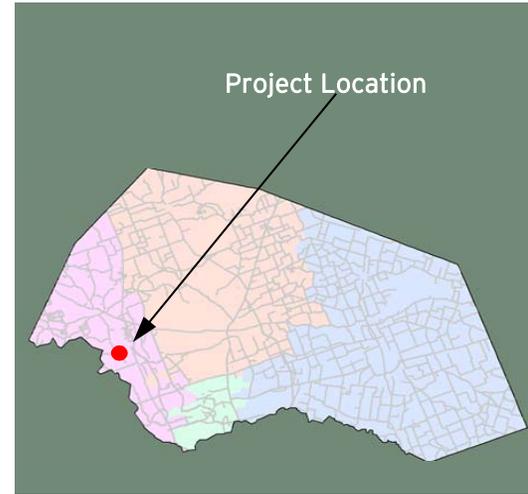
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
4/11/2018	4/24/2018	6/27/2018	7/9/2018	10/30/2018		45		45	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	7/9/2018	7/31/2018	17	\$74,180.25	\$74,180.25	\$8,242.25	\$8,242.25	24	38
2	8/1/2018	8/31/2018	17	\$82,674.72	\$156,854.97	\$9,186.08	\$17,428.33	51	76
3	9/1/2018	9/30/2018	4	\$39,983.49	\$196,838.46	\$4,442.61	\$21,870.94	63	84
4	10/1/2018	10/30/2018	6	\$98,140.59	\$294,979.05	\$10,904.51	\$32,775.45	95	98
5	11/1/2018	11/30/2018	0	\$8,377.36	\$303,356.41	\$930.82	\$33,706.27	98	98
6	12/1/2018	12/31/2018	0	\$6,351.20	\$309,707.61	\$705.69	\$34,411.96	100	98
7	1/1/2019	2/28/2019	0	\$14,837.06	\$324,544.67	-\$17,330.66	\$17,081.30	99	98

9/27/2019 Comments - Vegetation establishment is the final punchlist item.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	4/9/2019	\$ (24,235.83)	\$ (24,235.83)

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. New bid items were added

Adjusted Price = \$344,625.97



**Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)**  
 (Reconstruction of .5 miles of CR 279 and construction of River Ranch County Park Road)

Project Length: .99 Miles  
 Roadway Classification: Rural Arterial

Project Schedule: October 2018-February 2020  
 Estimated Construction Cost: \$3.0 Million



**SEPTEMBER 2019 IN REVIEW**

**09/06/2019:** Champion Site Prep continued hauling and processing the 2nd lift of flexible base on CR 279 between Highland Oaks and the north end of the project. Subcontractor KimTil finished the installation of the double barrel culvert and safety end treatments across Highland Oaks driveway. Subcontractor Wildcat finished placing concrete for all eight ground box aprons along the park road.

**09/13/2019:** Roadway excavation for southbound CR 279 between Highland Oaks and the south end of the project continued. Preparation of the subgrade for the concrete trail began. Subcontractor Hayden Concrete began slipforming ribbon curb and stand-up curb along the park road.

**09/20/2019:** The first two lifts of flexible base were processed for southbound CR 279 from Highland Oaks to Silver Creek. Subcontractor Hayden Concrete completed installing curbs along the park road. A concrete trail was also formed and placed. Subcontractor KimTil installed the air release valve and tapping saddle for irrigation.

**09/27/2019:** Backfilling behind ribbon curb continued in the park. Subcontractor KimTil installed 10' curb inlet at the Park entrance.



Design Engineer: Lockwood, Andrews, & Newnam  
 Contractor: Champion Site Prep  
 Construction Observation: Steven Shull / Feng Chen, HNTB

Williamson County  
 Road Bond Program



**Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)**  
**Project No. 1805-229**

Original Contract Price = \$2,959,000.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
8/15/2018	9/11/2018	10/18/2018	10/28/2018			480		480	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	10/28/2018	12/31/2018	65	\$7,296.69	\$7,296.69	\$810.74	\$810.74	0	14
2	1/1/2019	1/31/2019	31	\$204,653.21	\$211,949.90	\$22,739.25	\$23,549.99	8	20
3	2/1/2019	2/28/2019	28	\$159,772.72	\$371,722.62	\$17,752.52	\$41,302.51	14	26
4	3/1/2019	3/31/2019	31	\$137,964.55	\$509,687.17	\$15,329.40	\$56,631.91	19	32
5	4/1/2019	4/30/2019	30	\$194,875.30	\$704,562.47	\$21,652.81	\$78,284.72	26	39
6	5/1/2019	5/31/2019	31	\$136,748.31	\$841,310.78	\$15,194.26	\$93,478.98	32	45
7	6/1/2019	6/30/2019	30	\$1,833.75	\$843,144.53	\$203.75	\$93,682.73	32	51
8	7/1/2019	7/31/2019	31	\$52,512.42	\$895,656.95	\$5,834.67	\$99,517.40	34	58
9	8/1/2019	8/31/2019	31	\$200,547.82	\$1,096,204.77	\$22,283.13	\$121,800.53	41	64
10	9/1/2019	9/30/2019	30	\$207,014.36	\$1,303,219.13	\$23,001.60	\$144,802.13	49	70
						Adjusted Price = \$2,959,000.00			

**SH 29 Intersection at CR 200 / Loop 332 (Intersection Improvements)**

**Project No. 1805-232**

Original Contract Price = \$1,705,061.70

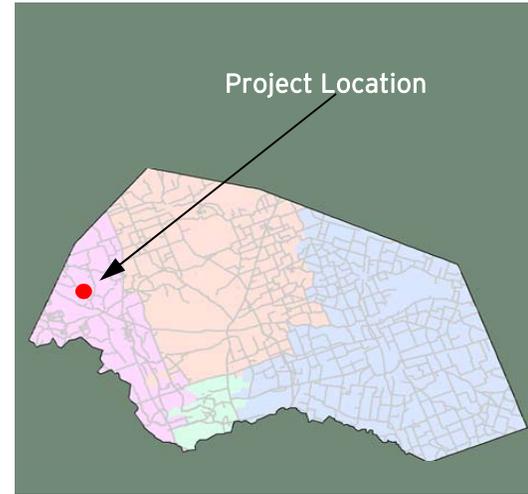
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
9/28/2016	8/28/2018	11/20/2018	12/3/2018	7/3/2019		180		180
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>	
1	12/3/2018	12/31/2018	29	\$111,968.00	\$111,968.00	6	16	
2	1/1/2019	1/31/2019	31	\$284,815.54	\$396,783.54	23	33	
3	2/1/2019	2/28/2019	28	\$311,269.73	\$708,053.27	41	49	
4	3/1/2019	3/31/2019	31	\$264,196.63	\$972,249.90	56	66	
5	4/1/2019	4/30/2019	30	\$262,325.70	\$1,234,575.60	71	83	
6	5/1/2019	5/31/2019	31	\$274,692.04	\$1,509,267.64	87	100	
7	6/1/2019	6/30/2019	30	\$67,092.74	\$1,576,360.38	91	117	
8	7/1/2019	7/31/2019	3	\$51,130.60	\$1,627,490.98	94	118	
9	8/1/2019	8/31/2019	0	\$6,202.57	\$1,633,693.55	94	118	
10	9/1/2019	9/30/2019	0	\$492.00	\$1,634,185.55	94	118	

9/27/2019 Comments - All punchlist items have been completed as of 8/14/19. A TxDOT audit is being scheduled.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/7/2019	\$ 32,028.08	\$ 32,028.08

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order adds a force account item to the Contract to pay Austin Energy the cost to extend power service to the HEB west driveway.

Adjusted Price = \$1,737,089.78



**San Gabriel Ranch Road Bridge at Lackey Creek**  
 (Remuda Drive and San Gabriel Ranch Road)

Project Length: .09 Miles  
 Roadway Classification: Bridge

Project Schedule: October 2018-October 2019  
 Estimated Construction Cost: \$1.4 Million



**SEPTEMBER 2019 IN REVIEW**

**09/06/2019:** Subcontractor Ranger continued channel excavation and began placing 30" rock riprap on the slope.

**09/13/2019:** Greater Austin Development began excavating and grading for the rock vane at the upstream end of the proposed channel. Subcontractor Ranger finished placing rock riprap between bridge abutments.

**09/20/2019:** Rock vanes were installed in the proposed channel. Placement of flowable fill behind Abutment 3 was completed. Partial grouting of riprap at Bent 2 and the downstream end of the proposed channel have been completed. Subcontractor Ranger began roadway embankment at the east side approach. Delivery and placement of rock riprap in the proposed channel continued upstream and downstream of bridge location.

**09/27/2019:** Bridge girders were placed for Span 1 and 2. Preparation began for the placement of deck panels and overhang brackets. Subcontractor Ranger continued hauling in 30" rock riprap for placement in the proposed channel.



Design Engineer: Freese and Nichols  
 Contractor: A Greater Austin Development Co  
 Construction Observation: Steven Shull / Feng Chen, HNTB

Williamson County  
 Road and Bridge



**San Gabriel Ranch Road Bridge at Lackey Creek (Remuda Drive to San Gabriel Ranch Road)**

**Project No. 1807-252**

Original Contract Price = \$1,425,301.90

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
9/5/2018	9/18/2018	10/12/2018	10/22/2018			125		125

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	11/1/2018	11/30/2018	0	\$20,025.00	\$20,025.00	\$2,225.00	\$2,225.00	2	0
2	12/1/2018	12/31/2018	0	\$6,088.77	\$26,113.77	\$676.53	\$2,901.53	2	0
3	1/1/2019	1/31/2019	0	\$12,825.00	\$38,938.77	\$1,425.00	\$4,326.53	3	0
4	2/1/2019	3/31/2019	0	\$14,943.46	\$53,882.23	\$1,660.38	\$5,986.91	4	0
5	4/1/2019	4/30/2019	15	\$192,636.00	\$246,518.23	\$21,404.00	\$27,390.91	19	12
6	5/1/2019	5/31/2019	18	\$110,889.98	\$357,408.21	\$12,321.11	\$39,712.02	28	26
7	6/1/2019	6/30/2019	12	\$39,727.80	\$397,136.01	\$4,414.20	\$44,126.22	31	36
8	7/1/2019	7/31/2019	20	\$69,883.20	\$467,019.21	\$7,764.80	\$51,891.02	36	52
9	8/1/2019	9/30/2019	43	\$320,467.68	\$787,486.89	\$35,607.52	\$87,498.54	61	86

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/21/2019	\$ 16,166.09	\$ 16,166.09

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). This change order compensates the Contractor for the exploratory work to unclog an existing culvert pipe to expedite dewatering of the pond prior to the start of construction. 6C: Untimely ROW/Utilities. Utilities not clear. This change order compensates the Contractor for the additional cost of double handling rock riprap material caused by the delay in relocation of the AT&T line.

Adjusted Price = \$1,441,467.99

**Ronald Reagan at Santa Rita (Turn Lane Improvements)**  
**Project No. 1808-256**

Original Contract Price = \$420,608.60

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/25/2018	10/9/2018	10/24/2018	11/5/2018	2/4/2019		30		30	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	10/24/2018	10/31/2018	0	\$8,237.61	\$8,237.61	\$915.29	\$915.29	2	0
2	11/1/2018	11/30/2018	14	\$22,500.00	\$30,737.61	\$2,500.00	\$3,415.29	8	14
3	12/1/2018	12/31/2018	7	\$71,658.00	\$102,395.61	\$7,962.00	\$11,377.29	27	7
4	1/1/2019	1/31/2019	7	\$235,576.80	\$337,972.41	\$26,175.20	\$37,552.49	90	7
5	2/1/2019	2/28/2019	1	\$40,546.86	\$378,519.27	\$4,505.21	\$42,057.70	100	97
6	3/1/2019	4/16/2019	1	\$15,784.85	\$394,304.12	-\$21,304.85	\$20,752.85	99	100

9/27/2019 Comments - All punchlist items have been completed as of 8/28/19. The Certificate of Completion was issued.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/7/2019	\$ (1,480.65)	\$ (1,480.65)

2E: Differing Site Conditions (unforseeable). Miscellaneous difference in site conditions (unforseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = \$419,127.95

**Lakeline Boulevard Right Turn Lane  
Project No. 1809-259**

Original Contract Price = \$567,792.55

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
10/24/2018	11/14/2018	12/20/2018	1/2/2019	8/23/2019		30		267	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	1/2/2019	2/28/2019	58	\$91,717.65	\$91,717.65	\$10,190.85	\$10,190.85	17	22
2	3/1/2019	4/3/2019	34	\$60,186.83	\$151,904.48	\$6,687.43	\$16,878.28	28	34
3	4/4/2019	5/1/2019	28	\$46,547.86	\$198,452.34	\$5,171.98	\$22,050.26	36	45
4	5/2/2019	6/5/2019	35	\$18,986.87	\$217,439.21	\$2,109.65	\$24,159.91	40	58
5	6/6/2019	7/5/2019	30	\$45,446.17	\$262,885.38	\$5,049.58	\$29,209.49	48	69
6	7/6/2019	8/1/2019	27	\$81,391.14	\$344,276.52	\$9,043.46	\$38,252.95	63	79
7	8/2/2019	9/1/2019	31	\$159,592.86	\$503,869.38	\$17,732.54	\$55,985.49	92	91
8	9/2/2019	10/1/2019	30	\$26,095.67	\$529,965.05	\$2,899.52	\$58,885.01	97.2	102
9			1		\$529,965.05		\$58,885.01	97.2	103

9/27/2019 Comments Substantial Completion was reached 8/23/19.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	4/9/2019	\$ 17,000.00	\$ 17,000.00

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order adds a force account item to the Contract to pay Austin Energy the cost to extend power service to the HEB west driveway.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/10/2019	\$ 5,202.12	22,202.12

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order replaces the proposed concrete block retaining wall with a concrete curb along the proposed sidewalk due to the proximity of the sidewalk to the existing A/E poles and adds pay items for the 2" and 3" conduit bores called for in the plans for the proposed signal at the HEB driveway

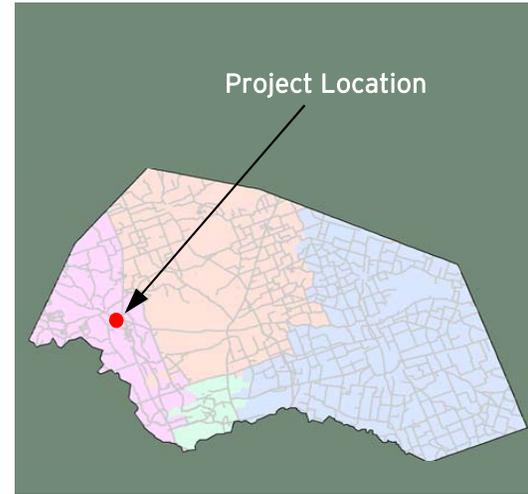
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	9/10/2019	\$ 1,558.22	23,760.34

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order revises various items requested by Austin Energy after the project began. The conduit layout on the project was revised to include the relocation of the electrical service pole and foundation out of the sidewalk. Austin Energy also requested revisions to the callouts on the ground boxes for identification purposes and reduced the wiring for illumination poles. This Change Order adds a pay item to widen the 6' sidewalk to 8' wide to eliminate the need for a bike lane in the existing vehicle travel lane.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	9/10/2019	\$ 14,477.10	38,237.44

4B: Third Party Accommodation. Third Party (City of Austin) requested work. This Change Order adds a repair in the existing pavement at the HEB driveway. The City of Austin agrees to pay for this additional work.

Adjusted Price = \$606,029.99



**Seward Junction Improvements**  
 (SH 29 to CR 266 & CR 266 South of 259 to SH 29)

Project Length: 2.9 Miles  
 Roadway Classification: Minor Urban Collector

Project Schedule: May 2019 - October 2020  
 Estimated Construction Cost: \$13.3 Million



**SEPTEMBER 2019 IN REVIEW**

**09/13/2019:** Southwest: Jordan Foster continued roadway excavation on Phase 2 from south of SH 29 to the existing Texas Material driveway. Southeast: The Contractor excavated and installed the 6'x3' boxes on Structure D, the 5'x2' boxes for Driveway Culvert D1-1, Driveway 184+59L, and the 4'x2' boxes for Driveway Culvert E1-1. Channel E and F excavation continued. Roadway excavation began from east of US 183 northbound to the proposed Bridge E. Subcontractor JKB continued to excavate and install the 12" ductile iron pipe for Waterline D and excavate for Waterline D-1. JKB tested both wastewater lines A and B. PEC Pond: Excavation and embankment for the pond berms continued.



**09/27/2019:** Southwest: Jordan Foster formed and placed concrete at Culvert A.08 for the downstream safety end treatment and the upstream headwall. Subcontractor ATS completed the bores for the three 3" conduits for future use under US 183 southbound and the crossover. Southeast: Excavation and installation continued for the 30" RCP on System F. Ditches were excavated between PEC driveway and the proposed Bridge F. Subcontractor JKB continued to excavate and install the 12" ductile iron pipe for Water Line D. PEC Pond: The Stormfilter Box was excavated, graded, and installed.

Design Engineer: K Friese and Aguirre & Field  
 Contractor: Jordan Foster Construction  
 Construction Observation: Steven Shull, HNTB

Williamson County  
 Road Bond Program



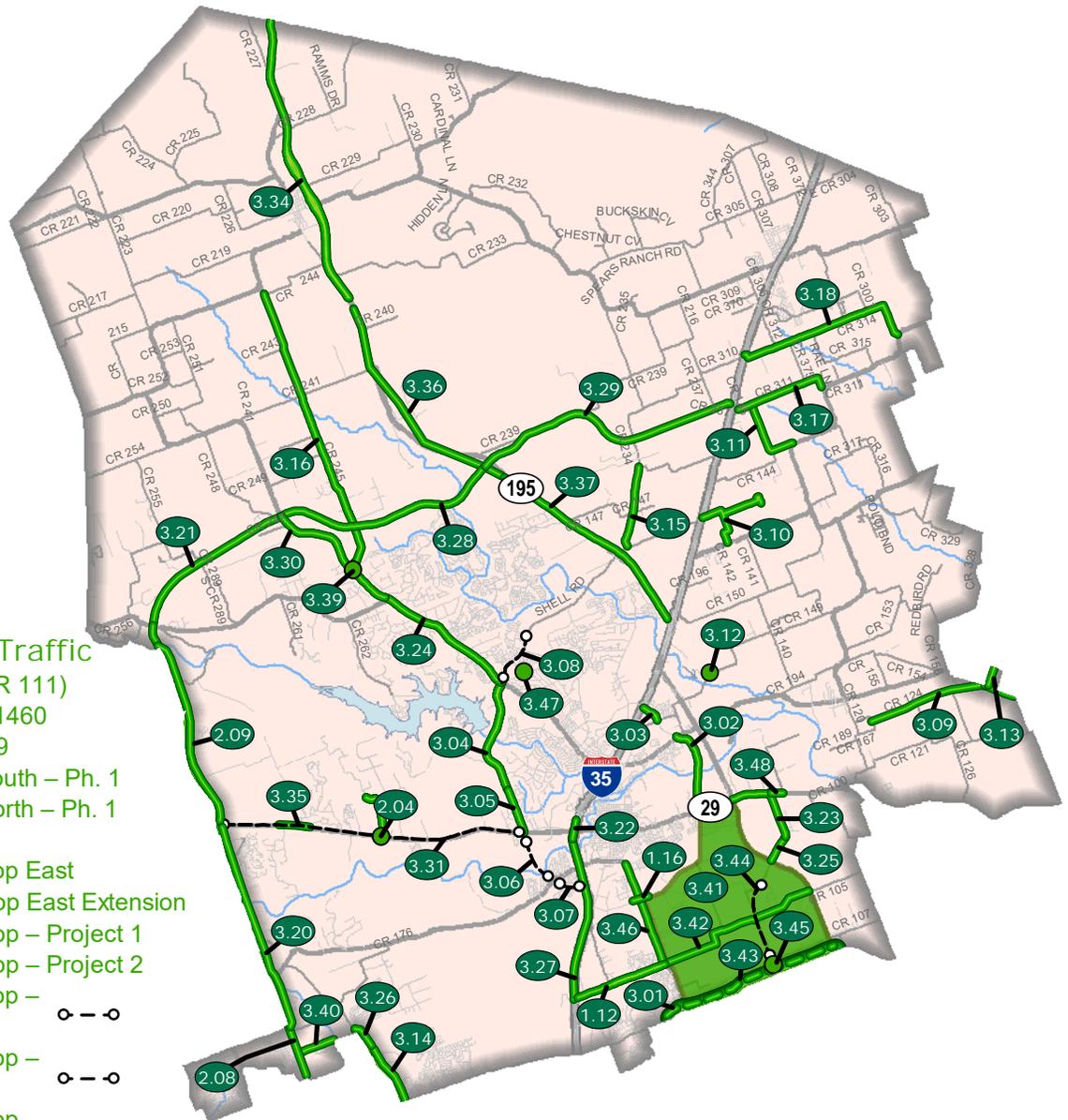
**Seward Junction Improvements (SH 29 to CR 266 & CR 259 to SH 29)  
Project No. 1812-282**

Original Contract Price = \$13,270,258.10

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/19/2018	3/5/2019	4/22/2019	5/2/2019			540		540	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	5/2/2019	6/30/2019	60	\$1,138,506.71	\$1,138,506.71	\$126,500.75	\$126,500.75	10	11
2	7/1/2019	7/31/2019	31	\$900,193.70	\$2,038,700.41	\$100,021.52	\$226,522.27	17	17
3	8/1/2019	8/31/2019	31	\$500,440.00	\$2,539,140.41	\$55,604.44	\$282,126.71	21	23
4	9/1/2019	9/30/2019	30	\$781,187.35	\$3,320,327.76	\$86,798.60	\$368,925.31	28	28
Adjusted Price = \$13,270,258.10									

# 2006 ROAD BOND PROGRAM PROJECTS

## PRECINCT 3 - COMMISSIONER COVEY



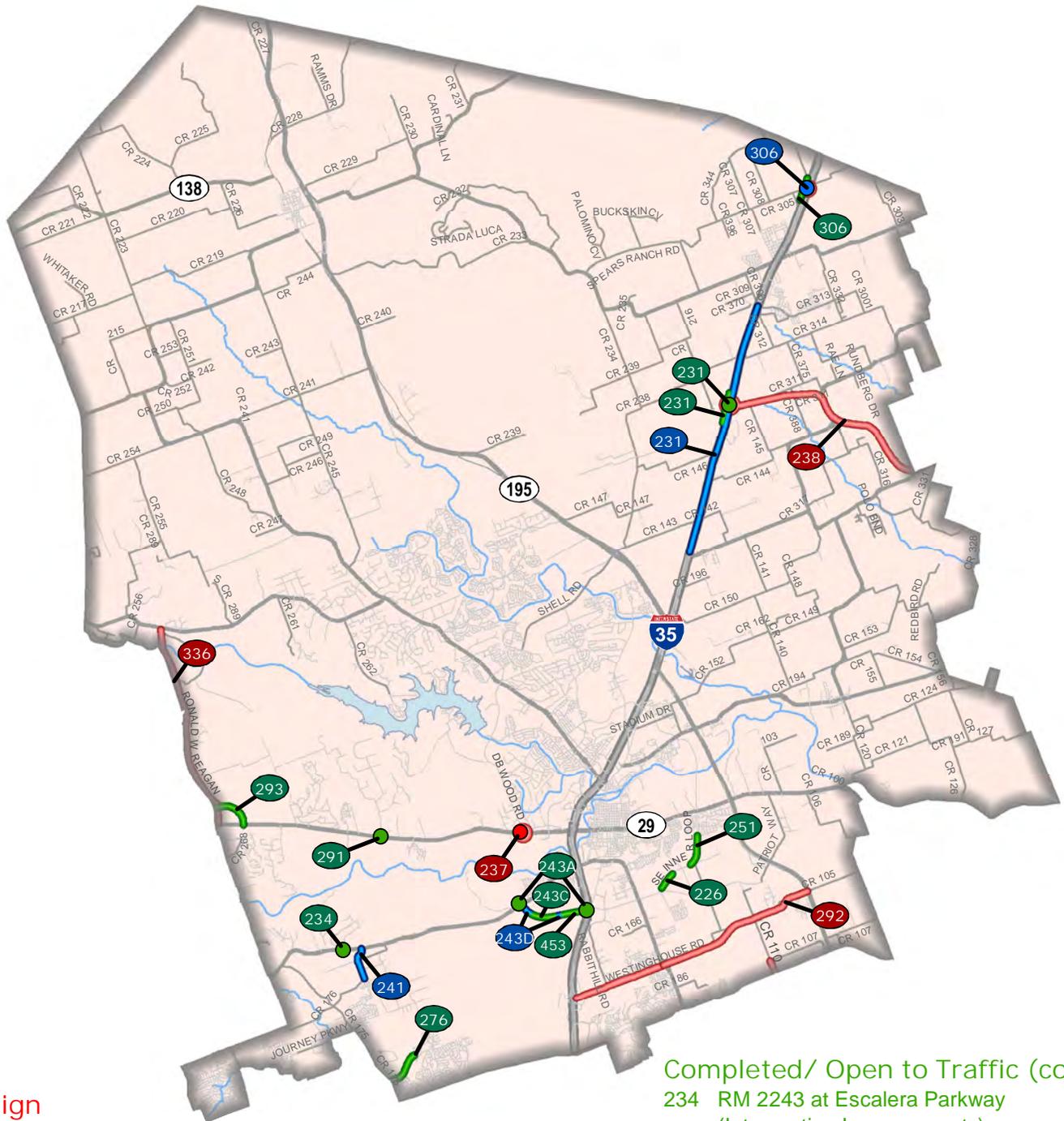
### Completed/Open to Traffic

- 1.12 Westinghouse Rd. (CR 111)
- 1.16 SE Inner Loop at FM 1460
- 2.04 Cedar Hollow at SH 29
- 2.08 Ronald W. Reagan South – Ph. 1
- 2.09 Ronald W. Reagan North – Ph. 1
- 3.01 FM 1460 to CR 110
- 3.02 Georgetown Inner Loop East
- 3.03 Georgetown Inner Loop East Extension
- 3.04 Georgetown Inner Loop – Project 1
- 3.05 Georgetown Inner Loop – Project 2
- 3.06 Georgetown Inner Loop – Project 3 Study
- 3.07 Georgetown Inner Loop – Project 4 Study
- 3.08 Georgetown Inner Loop – Project 5 Study
- 3.09 CR 124
- 3.10 CR 142
- 3.11 CR 145
- 3.12 CR 152 Bridge Replacement
- 3.13 CR 157
- 3.14 CR 175
- 3.15 CR 234
- 3.16 CR 245
- 3.17 CR 311
- 3.18 CR 314
- 3.20 Ronald W. Reagan South - Phase 2
- 3.21 Ronald W. Reagan North - Phase 2
- 3.22 IH-35 at SH 29 Turnarounds (PTF)
- 3.48 SH 29 Widening - 12" Water Main Relocation
- 3.23 SH 29/CR 104 – Phase 1
- 3.24 Williams Drive (RM 2338)
- 3.25 CR 104 – Phase 2
- 3.26 CR 175 Extension - Phase 2A
- 3.27 IH 35 Northbound Frontage Rd. and Ramps

- 3.28 Ronald W. Reagan North - Phase 3
- 3.29 Ronald W. Reagan North - Phase 4
- 3.30 RM 2338 (PTF)
- 3.31 SH 29 Improvements Study & Schematic
- 3.34 SH 195 Project 1
- 3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.
- 3.36 SH 195 Project 2
- 3.37 SH 195 Project 3
- 3.39 CR 245 Realignment
- 3.40 CR 179
- 3.41 CR 110 / Arterial A Study (design)
- 3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (design)
- 3.43 University Blvd. (Chandler Rd) Expansion (Design)
- 3.44 CR 110 North (North of CR 107 to North of Sam Houston) (Design)
- 3.45 CR 110 Middle (North of Limmer Loop to CR 107)
- 3.46 FM 1460 North
- 3.47 Madrid Drive Extension

# 2013 ROAD BOND PROGRAM PROJECTS

## PRECINCT 3 - COMMISSIONER COVEY



### In Design

- 237 SH 29 at DB Wood (Intersection Improvements)
- 238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
- 292 CR 111 / CR 105 Westinghouse (FM 1460 to SH 130)
- 336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

### Under Construction/Bidding

- 231 IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
- 231 Ronald Reagan Boulevard at IH 35 Bridge Replacement
- 241 CR 176 at RM 2243 Intersection (Safety Improvements)
- 243d Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)

- 306 CR 305 at IH 35 Bridge Replacement

### Completed/ Open to Traffic

- 226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)
- 231 Relocation of 48" Williamson County Regional Raw Waterline - Line B

### Completed/ Open to Traffic (con't)

- 234 RM 2243 at Escalera Parkway (Intersection Improvements)
- 243a Southwest Bypass Driveways
- 243c Southwest Bypass Access Route
- 251 Inner Loop Safety Improvements (Belmont Drive to Rockride Lane)
- 276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
- 291 SH 29 at Cedar Hollow (Intersection Improvements)
- 293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
- 306 Relocation of 48" Williamson County Regional Raw Waterline - Line A
- 453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

**Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)  
2017-0065-CIP**

Original Contract Price = \$5,599,200.86

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
6/27/2017	7/26/2017	8/21/2017	8/21/2017	9/25/2018		337	0	337	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	8/21/2017	9/30/2017	41	\$481,587.30	\$481,587.30	\$25,346.70	\$25,346.70	9	12
2	10/1/2017	10/31/2017	31	\$458,144.63	\$939,731.93	\$24,112.88	\$49,459.58	17	21
3	11/1/2017	11/30/2017	30	\$165,940.58	\$1,105,672.51	\$8,733.71	\$58,193.29	20	30
4	12/1/2017	12/31/2017	31	\$175,800.58	\$1,281,473.09	\$9,252.66	\$67,445.95	24	39
5	1/1/2018	1/31/2018	31	\$568,442.13	\$1,849,915.22	\$29,918.01	\$97,363.96	34	49
6	2/1/2018	2/28/2018	28	\$282,226.98	\$2,132,142.20	\$14,854.05	\$112,218.01	39	57
7	3/1/2018	3/31/2018	31	\$696,205.12	\$2,828,347.32	\$36,642.70	\$148,860.71	52	66
8	4/1/2018	4/30/2018	30	\$424,409.91	\$3,252,757.23	\$22,337.04	\$171,197.75	60	75
9	5/1/2018	5/31/2018	31	\$267,712.89	\$3,520,470.12	\$14,089.28	\$185,287.03	65	84
10	6/1/2018	6/30/2018	30	\$352,872.20	\$3,873,342.32	\$18,572.22	\$203,859.25	71	93
11	7/1/2018	7/31/2018	31	\$149,691.68	\$4,023,034.00	\$7,878.51	\$211,737.76	74	102
12	8/1/2018	8/31/2018	31	\$857,510.85	\$4,880,544.85	\$45,133.02	\$256,870.78	90	112
13	9/1/2018	9/25/2018	25	\$154,914.24	\$5,035,459.09	\$8,153.38	\$265,024.16	93	119
14	9/26/2018	11/30/2018	0	\$228,483.14	\$5,263,942.23	\$12,025.43	\$277,049.59	97	119
15	12/1/2018	1/31/2019	0	\$191,866.04	\$5,455,808.27	-\$227,049.59	\$50,000.00	96	119

9/27/2019 Comments - The Balancing Change Order is being processed.

01	<u>Approved</u> 12/12/2017	<u>Cost This CO</u> \$ 114,077.58	<u>Total COs</u> \$ 114,077.58
----	-------------------------------	--------------------------------------	-----------------------------------

Additional work desired by the City. This Change Order adds a stub-out of 380 feet to the east end of the Southwest Bypass for future connection to the Southeast Inner Loop at the IH-35 frontage road. All related items and quantities will be overruns or underruns of current Contract items.

Adjusted Price = \$5,713,278.44

**Inner Loop Improvements (Wilco Way to Belmont Drive)  
Project No. 1706-168**

Original Contract Price = \$5,352,696.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
8/9/2017	8/30/2017	9/18/2017	9/28/2017	12/21/2018		300	98	398	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	9/28/2017	10/31/2017	34	\$324,036.00	\$324,036.00	\$36,004.00	\$36,004.00	7	9
2	11/1/2017	11/30/2017	30	\$429,129.00	\$753,165.00	\$47,681.00	\$83,685.00	16	16
3	12/1/2017	1/31/2018	62	\$460,398.44	\$1,213,563.44	\$51,155.38	\$134,840.38	26	32
4	2/1/2018	2/28/2018	28	\$52,007.22	\$1,265,570.66	\$5,778.58	\$140,618.96	27	39
5	3/1/2018	3/31/2018	31	\$346,718.46	\$1,612,289.12	\$38,524.28	\$179,143.24	34	46
6	4/1/2018	4/30/2018	30	\$616,068.50	\$2,228,357.62	\$68,452.05	\$247,595.29	47	54
7	5/1/2018	5/31/2018	31	\$625,661.55	\$2,854,019.17	\$69,517.95	\$317,113.24	60	62
8	6/1/2018	6/30/2018	30	\$940,709.70	\$3,794,728.87	\$104,523.31	\$421,636.55	80	69
9	7/1/2018	7/31/2018	31	\$464,007.65	\$4,258,736.52	\$51,556.40	\$473,192.95	90	77
10	8/1/2018	8/31/2018	31	\$164,300.22	\$4,423,036.74	\$18,255.58	\$491,448.53	93	85
11	9/1/2018	9/30/2018	30	\$55,348.69	\$4,478,385.43	\$6,149.85	\$497,598.38	95	92
12	10/1/2018	10/31/2018	31	\$35,315.10	\$4,513,700.53	\$3,923.90	\$501,522.28	95	100
13	11/1/2018	11/30/2018	30	\$68,351.25	\$4,582,051.78	\$7,594.58	\$509,116.86	97	108
14	12/1/2018	12/22/2018	22	\$67,106.34	\$4,649,158.12	\$7,456.26	\$516,573.12	98	113
15	12/23/2018	2/28/2019	0	\$32,411.02	\$4,681,569.14	\$3,601.23	\$520,174.35	99	113
16	3/1/2019	3/15/2019	0	\$18,154.74	\$4,699,723.88	\$2,017.19	\$522,191.54	99	113
17	3/16/2019	4/30/2019	0	\$499,998.40	\$5,199,722.28	-\$499,998.40	\$22,193.14	99	113

9/27/2019 Comments - Punchlist items are ongoing.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	12/5/2017	\$ 6,050.40	\$ 6,050.40

3E: County Convenience. Reduction of future maintenance. This Change Order revises the hot mix asphalt (HMAC) pavement section on the Inner Loop from one 2" lift of Type C HMAC to one 2" lift of Type D HMAC.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	6/5/2018	\$ 37,681.73	\$ 43,732.13

3F: County Convenience. Additional work desired by the County. This Change Order pays for various additional items of work on the Central Maintenance portion of the project that include: excavation of unsuitable material encountered at subgrade and embanking quality material in its place, level up asphalt on the existing pavement, reconstruction of the remaining portion of the County Annex parking lot, relocation of the existing force main outside the limits of new parking lots, installation of conduit sleeves under the new parking lot for future irrigation and a revised seed mixture to match the existing campus lawn. 2C: Differing Site Conditions. New development (conditions changing after PS&E completed). Changes at the Wilco Way portion of the project include overrun in excavation cost due to change in the Construction Sequence requested by TCEQ and changes to the seed mixture. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable)(item 9). Pay item for 18" deep pavement repair (351-6011) will be deleted. The item will not be used because the repair of failures in the existing pavement does not require it.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	9/18/2018	\$ 183,780.89	\$ 227,513.02

3F: County Convenience. Additional work desired by the County. 2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order deletes a driveway from Inner Loop that went to the Williamson County Animal Shelter and adds the construction of a new driveway to the shelter from Wilco Way.

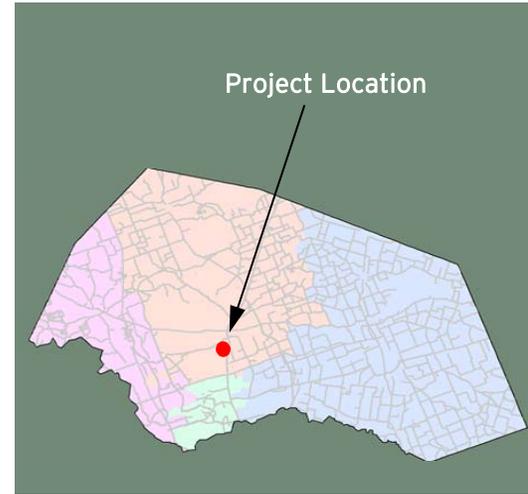
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	3/5/2019	\$ 20,171.94	\$ 247,684.96

3F: County Convenience. Additional work desired by the County. 2C: Differing Site Conditions(unforeseeable). New development (conditions changing after PS&E completed). This Change Order deletes a driveway from Inner Loop that went to the Williamson County Animal Shelter and adds the construction of a new driveway to the shelter from Wilco Way.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	6/25/2019	\$ (343,688.29)	\$ (96,003.33)

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans and adds time to the

Adjusted Price = \$5,256,692.67



**Southwest Bypass Segment 2**  
 (Southbound IH 35 to RM 2243)

Project Length: 1.6 Miles  
 Roadway Classification: Major Urban Collector

Project Schedule: September 2018 - November 2019  
 Estimated Construction Cost: \$8.1 Million



**SEPTEMBER 2019 IN REVIEW**

**09/06/2019:** James Construction continued to remove material from the top west end of the quarry. Concrete traffic barriers were placed along Texas Crushed Stone (TCS) haul road and the fence was placed.

**09/13/2019:** The fence subcontractor continued working on the wire fence at the new TCS haul road. Subcontractor G Carter poured illumination drill shafts at Poles B & C and at ESERV #1.

**09/20/2019:** Base was placed on the old TCS haul road. G Carter drilled and poured the illumination drill shafts on FM 2243, and placed ground boxes at FM 2243. Subcontractor Metalink placed wire fence in the quarry. Subcontractor Elite Curb and Concrete slip-formed the curb, beginning from the Segment 1 project towards the west end at RM 2243.

**09/27/2019:** Subcontractor G Carter drilled and poured the illumination drill shafts on southbound IH 35 frontage road and ground boxes were placed at FM 2243 and at Abutment 1 on the bridge. Metalink continued placing wire fence in the quarry along the ROW. Elite Curb and Concrete continued to slip-form the curb, beginning from the Segment 1 project towards the west end at RM 2243.



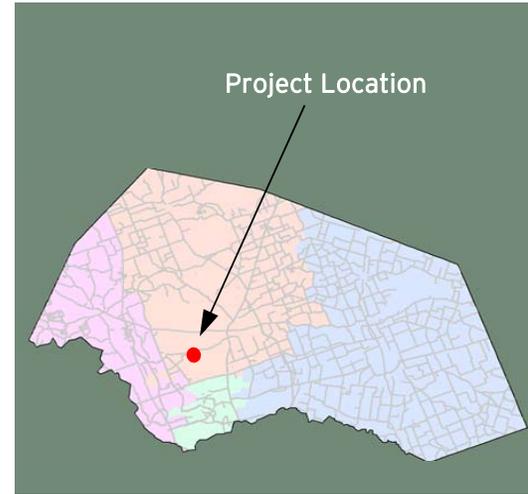
Design Engineer: HDR Engineering  
 Contractor: James Construction  
 Construction Observation:  
 Pat De Los Santos, HNTB

Williamson County  
 Road Bond Program

**Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)  
Project No. 1803-219**

Original Contract Price = \$8,087,943.77

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
5/9/2018	6/19/2018	9/14/2018	9/24/2018			420	0	420	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	9/24/2018	10/25/2018	32	\$650,245.50	\$650,245.50	\$72,249.50	\$72,249.50	9	8
2	10/26/2018	11/25/2018	31	\$282,139.19	\$932,384.69	\$31,348.80	\$103,598.30	13	15
3	11/26/2018	12/25/2018	30	\$935,358.18	\$1,867,742.87	\$103,928.69	\$207,526.99	26	22
4	12/26/2018	1/25/2019	31	\$150,358.76	\$2,018,101.63	\$16,706.52	\$224,233.51	28	30
5	1/26/2019	2/25/2019	31	\$87,117.34	\$2,105,218.97	\$9,679.71	\$233,913.22	29	37
6	2/26/2019	3/25/2019	28	\$658,360.62	\$2,763,579.59	\$73,151.18	\$307,064.40	38	44
7	3/26/2019	4/25/2019	31	\$368,480.57	\$3,132,060.16	\$40,942.28	\$348,006.68	43	51
8	4/26/2019	5/25/2019	30	\$518,691.89	\$3,650,752.05	\$57,632.43	\$405,639.11	50	58
9	5/26/2019	6/25/2019	31	\$525,821.35	\$4,176,573.40	\$58,424.60	\$464,063.71	57	65
10	6/26/2019	7/25/2019	30	\$188,830.60	\$4,365,404.00	\$20,981.18	\$485,044.89	60	73
11	7/26/2019	8/25/2019	31	\$468,383.64	\$4,833,787.64	-\$230,635.01	\$254,409.88	63	80
12	8/26/2019	9/25/2019	31	\$273,729.20	\$5,107,516.84	\$268,816.68	\$523,226.56	70	87
								Adjusted Price = \$8,087,943.77	



**CR 176 at RM 2243**  
 (RM 2243 at Parkside Parkway)

Project Length: 1 Mile  
 Roadway Classification: Rural Arterial

Project Schedule: August 2019 - March 2020  
 Estimated Construction Cost: \$2.4 Million



**SEPTEMBER 2019 IN REVIEW**

- 09/06/2019:** Clearing of ROW and hauling of debris continued.
- 09/13/2019:** Clearing of ROW and hauling of debris continued. Flexible base was placed on the new section of CR 176.
- 09/20/2019:** Clearing of ROW and hauling of debris continued. Flexible base was placed on the north side of RM 2243 for the widening. Driveways have been cut in along the new CR 176 roadway.
- 09/27/2019:** Clearing of ROW and hauling of debris was completed. Concrete and asphalt driveways were removed from FM 2243 business park. Driveway 4 was placed on the new CR 176. Joe Bland Construction continued cutting to subgrade at the south end of the project.



Design Engineer: WSB & Associates  
 Contractor: Joe Bland Construction  
 Construction Observation:  
 Pat de los Santos, HNTB

Williamson County  
 Road Bond Program



**CR 176 at RM 2243 (RM 2243 to Parkside Parkway)  
Project No. 1901-285**

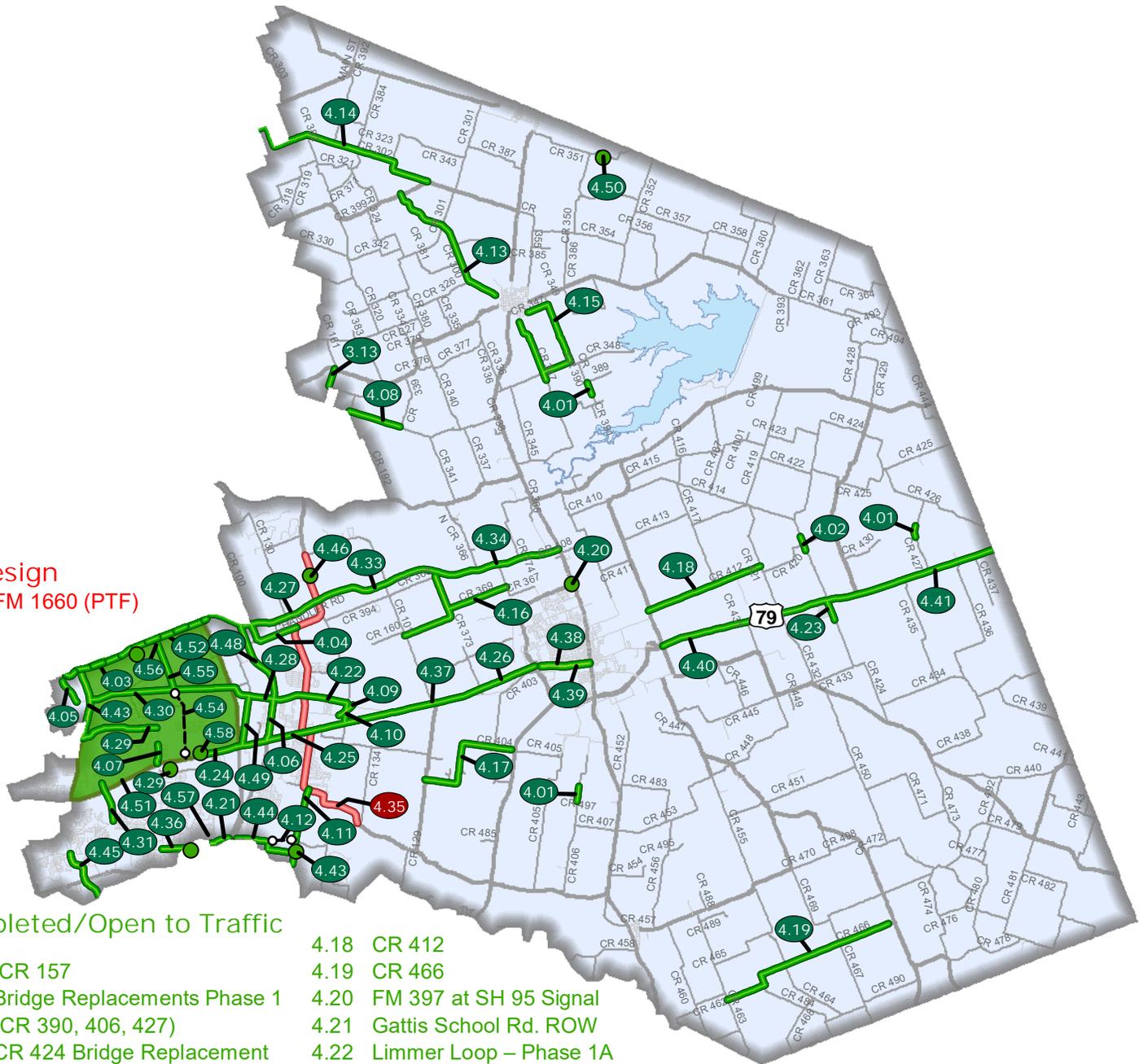
Original Contract Price = \$2,447,560.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
1/8/2019	3/26/2019	7/26/2019	8/5/2019			420	0	420	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	8/5/2019	8/7/2019	3	\$72,005.40	\$72,005.40	\$8,000.60	\$8,000.60	3	1
2	8/8/2019	8/31/2019	24	\$182,903.40	\$254,908.80	\$20,322.60	\$28,323.20	12	6
3	9/1/2019	9/30/2019	30	\$256,030.43	\$510,939.23	\$28,447.83	\$56,771.03	23	14
								Adjusted Price =	\$2,447,560.00

# 2006 ROAD BOND PROGRAM PROJECTS

## PRECINCT 4 - COMMISSIONER BOLES

In Design  
4.35 FM 1660 (PTF)

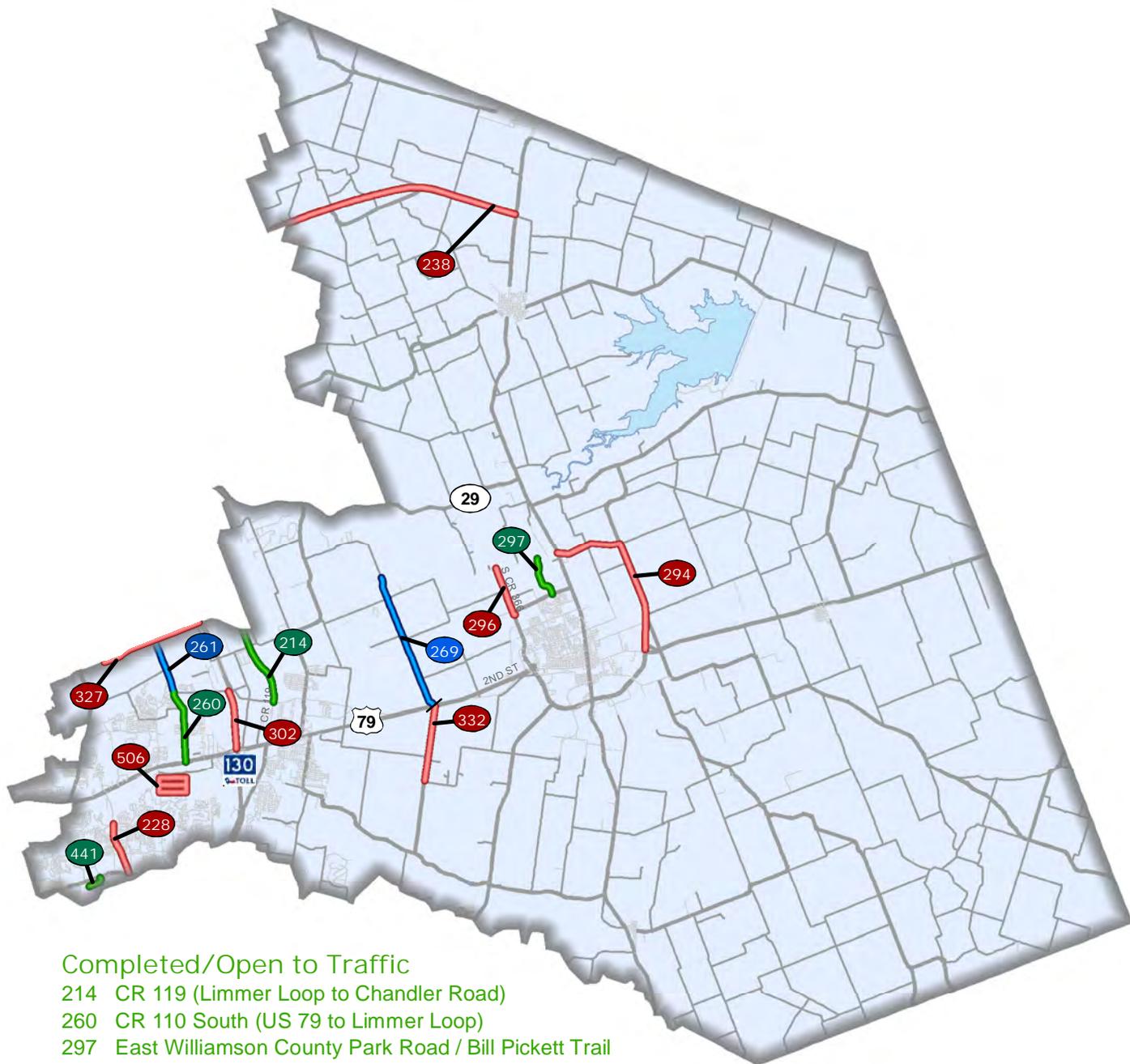


Completed/Open to Traffic

- |   |   |  |
|---|---|--|
| 3.13 CR 157   | 4.18 CR 412   |  |
| 4.01 Bridge Replacements Phase 1 (CR 390, 406, 427) | 4.19 CR 466   |  |
| 4.02 CR 424 Bridge Replacement                      | 4.20 FM 397 at SH 95 Signal                         |  |
| 4.03 Chandler Rd. – Phase 1                         | 4.21 Gattis School Rd. ROW                          |  |
| 4.04 CR 100   | 4.22 Limmer Loop – Phase 1A                         |  |
| 4.05 CR 112 – Phase 1                               | 4.23 Thrall School Zone                             |  |
| 4.06 CR 119   | 4.24 US 79 – Section 1                              |  |
| 4.07 CR 122 at US 79                                | 4.25 US 79 – Section 2                              |  |
| 4.08 CR 124   | 4.26 US 79 – Section 3A                             |  |
| 4.09 CR 132   | 4.27 Chandler Rd. – Phase 2                         |  |
| 4.10 CR 136   | 4.28 Limmer Loop – Phase 1B                         |  |
| 4.11 CR 137   | 4.29 CR 113 / Old Settlers Blvd.                    |  |
| 4.12 CR 138 & CR 139 Alignment Study                | 4.30 Limmer Loop – Phase 1C                         |  |
| 4.13 CR 300 & CR 301                                | 4.31 Kenney Fort Boulevard – Phase 1                |  |
| 4.14 CR 302   | 4.32 Chandler Rd. – Phase 3A                        |  |
| 4.15 CR 347 & CR 348                                | 4.33 Chandler Rd. – Phase 3B                        |  |
| 4.16 CR 368 & CR 369 (CR 101 to CR 366)             | 4.34 Chandler Rd. – Phase 3B                        |  |
| 4.17 CR 404   | 4.35 Gattis School Road                             |  |
|   | 4.36 Gattis School Road                             |  |
|   | 4.37 US 79 - Section 3 (PTF)                        |  |
|   | 4.38 2nd Street Improvements                        |  |
|   | 4.39 2nd Street Drainage Improvements               |  |
|   | 4.40 US 79 Section 5A (PTF)                         |  |
|   | 4.41 US 79 Section 5B (PTF)                         |  |
|   | 4.42 US 79 Section 5C (PTF)                         |  |
|   | 4.43 FM 1460 Section 2                              |  |
|   | 4.44 CR 138   |  |
|   | 4.45 CR 170   |  |
|   | 4.46 FM 1660 at Landfill Rd. (CR 128)               |  |
|   | 4.47 CR 119   |  |
|   | 4.48 CR 119   |  |
|   | 4.49 CR 108   |  |
|   | 4.50 CR 351 at Donahoe Creek                        |  |
|   | 4.51 CR 110/ Arterial A Study Area                  |  |
|   | 4.52 University Blvd. (Chandler Rd.) Expansion      |  |
|   | 4.53 CR 110 North - (Design)                        |  |
|   | 4.54 CR 110 South - (Design) (US 79 to Limmer Lp)   |  |
|   | 4.55 CR 110 Middle (North of Limmer Loop to CR 107) |  |
|   | 4.56 CR 110 at University Blvd. (Signal)            |  |
|   | 4.57 Gattis School Rd. at Winterfield Dr. (Signal)  |  |
|   | 4.58 Tradesman Park Crossing                        |  |

# 2013 ROAD BOND PROGRAM PROJECTS

## PRECINCT 4 - COMMISSIONER BOLES



### Completed/Open to Traffic

- 214 CR 119 (Limmer Loop to Chandler Road)
- 260 CR 110 South (US 79 to Limmer Loop)
- 297 East Williamson County Park Road / Bill Pickett Trail  
(Carlos Parker Boulevard to Chandler Road)
- 441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

### Under Construction/Bidding

- 261 CR 110 Middle (Limmer Loop to CR 107)
- 269 CR 101 (US 79 to North of Chandler Road)

### In Design

- 228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
- 238 Ronald Reagan Boulevard Extension (IH 35 to SH 95)
- 294 Chandler Road Extension Phase 1 (Planning) (SH 95 to FM 619)
- 296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
- 302 SH 130 Frontage Roads Phase 3 (SBFR US 79 to Limmer Loop) Traffic Study
- 327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)
- 332 FM 3349/US 79 Interchange
- 506 Greenfield and Oak Bluff Estates Drainage Improvements

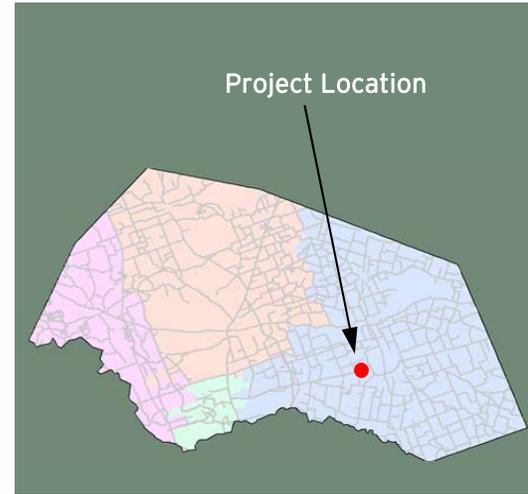
**CR 119 (Limmer Loop to Chandler Road)  
Project No. 1708-186**

Original Contract Price = \$6,640,302.71

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
10/25/2017	11/15/2017	12/8/2017	12/18/2017	3/27/2019		450		450	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$) Used</u>	<u>% Time Used</u>
1	12/1/2017	12/31/2017	31	\$65,613.60	\$65,613.60	\$7,290.40	\$7,290.40	1	7
2	1/1/2018	1/31/2018	31	\$473,860.64	\$539,474.24	\$52,651.18	\$59,941.58	9	14
3	2/1/2018	2/28/2018	28	\$323,428.91	\$862,903.15	\$35,936.55	\$95,878.13	14	20
4	3/1/2018	3/31/2018	31	\$229,232.44	\$1,092,135.59	\$25,470.27	\$121,348.40	18	27
5	4/1/2018	4/30/2018	30	\$630,740.24	\$1,722,875.83	\$70,082.25	\$191,430.65	29	34
6	5/1/2018	5/31/2018	31	\$298,792.28	\$2,021,668.11	\$33,199.14	\$224,629.79	34	40
7	6/1/2018	6/30/2018	30	\$448,853.39	\$2,470,521.50	\$49,872.60	\$274,502.39	41	47
8	7/1/2018	7/31/2018	31	\$494,029.30	\$2,964,550.80	\$54,892.14	\$329,394.53	50	54
9	8/1/2018	8/31/2018	31	\$464,999.77	\$3,429,550.57	\$51,666.64	\$381,061.17	57	61
10	9/1/2018	9/30/2018	30	\$91,950.30	\$3,521,500.87	\$10,216.70	\$391,277.87	59	68
11	10/1/2018	10/31/2018	31	\$150,146.37	\$3,671,647.24	\$16,682.93	\$407,960.80	61	74
12	11/1/2018	11/30/2018	30	\$637,015.84	\$4,308,663.08	\$70,779.54	\$478,740.34	72	81
13	12/1/2018	12/31/2018	31	\$183,696.70	\$4,492,359.78	\$20,410.75	\$499,151.09	75	88
14	1/1/2019	1/31/2019	31	\$431,097.90	\$4,923,457.68	-\$240,021.74	\$259,129.35	78	95
15	2/1/2019	2/28/2019	28	\$92,272.69	\$5,015,730.37	\$4,856.46	\$263,985.81	80	101
16	3/1/2019	3/27/2019	27	\$921,976.40	\$5,937,706.77	\$48,525.07	\$312,510.88	94	107
17	3/28/2019	4/30/2019	0	\$8,292.20	\$5,945,998.97	\$436.80	\$312,947.68	94	107
18	5/1/2019	5/31/2019	0	\$9,978.80	\$5,955,977.77	\$525.20	\$313,472.88	94	107

9/27/2019 Comments - The punchlist items are ongoing.

Adjusted Price = \$6,640,302.71



**CR 110 Middle**  
 (Limmer Loop to CR 107)

Project Length: 2.2 Miles  
 Roadway Classification: Urban Arterial

Project Schedule: May 2019 - June 2020  
 Estimated Construction Cost: \$8.9 Million



**SEPTEMBER 2019 IN REVIEW**

**09/06/2019:** James Construction completed the ditch grading at Limmer Loop. Temporary special shoring was placed at Culvert C. Subcontractor RSI installed metal beam guard rail, safety end treatment and safety guard treatment on the southeast side of University Boulevard. JC Communications installed fiber optic line for Verizon/MCI.

**09/13/2019:** Ditch excavation continued north of CR 112. The installation of the wastewater line continued north of CR 112. Subcontractor RSI installed, formed, and placed mow strip under metal beam guard fence on southeast side of University Boulevard.

**09/20/2019:** The construction detour was compacted north of Limmer Loop and between Culvert C and Culvert D. Installation continued for the wastewater line north of CR 112. Subcontractor RSI placed grout around metal beam guard fence posts on the southeast side of University Boulevard.

**09/27/2019:** Clay subgrade was over-excavated and backfilled and compacted with Type C embankment from north of University Boulevard to CR 107. Subcontractor RSI seeded, placed fertilizer and soil retention blankets on all four quarters of University Boulevard and on the north side of Limmer Loop.



Design Engineer: Kimley Horn  
 Contractor: James Construction  
 Construction Observation:  
 David Thomas, HNTB

Williamson County  
 Road Bond Program



**CR 110 Middle (Limmer Loop to CR 107)  
Project No. 1809-261**

Original Contract Price = \$8,910,862.73

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/14/2018	2/5/2019	4/26/2019	5/6/2019			390		390	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$) Used</u>	<u>% Time Used</u>
1	5/6/2019	5/31/2019	26	\$719,064.06	\$719,064.06	\$79,896.01	\$79,896.01	9	7
2	6/1/2019	6/30/2019	30	\$327,805.09	\$1,046,869.15	\$36,422.78	\$116,318.79	13	14
3	7/1/2019	7/31/2019	31	\$406,884.78	\$1,453,753.93	\$45,209.43	\$161,528.22	18	22
4	8/1/2019	8/31/2019	31	\$391,244.32	\$1,844,998.25	\$43,471.59	\$204,999.81	23	30
5	9/1/2019	9/30/2019	30	\$88,385.53	\$1,933,383.78	\$9,820.61	\$214,820.42	24	38
								Adjusted Price = \$8,910,862.73	



# Williamson County Commissioners Court

---

Road Bond Program

October 15, 2019

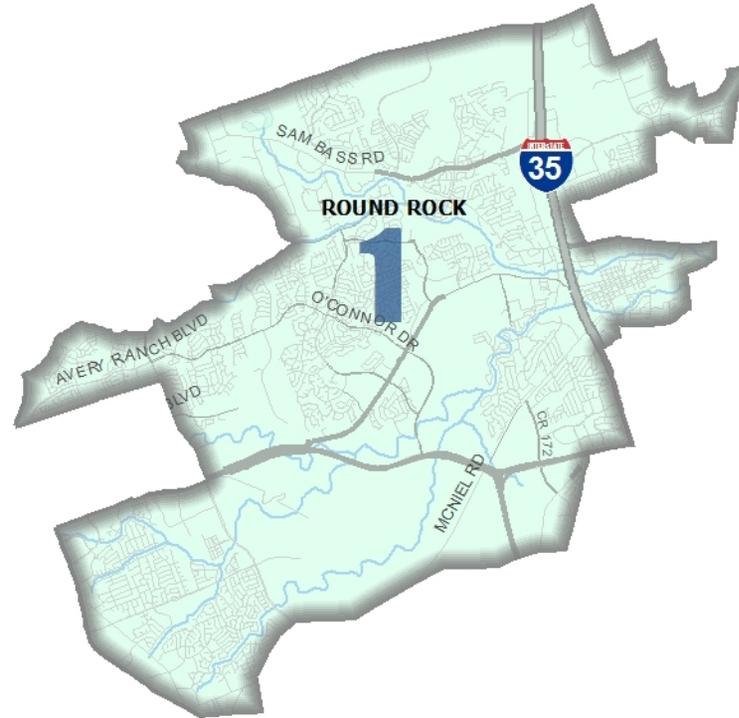


PRIME  
STRATEGIES,  
INC.

**HNTB**

# Precinct 1

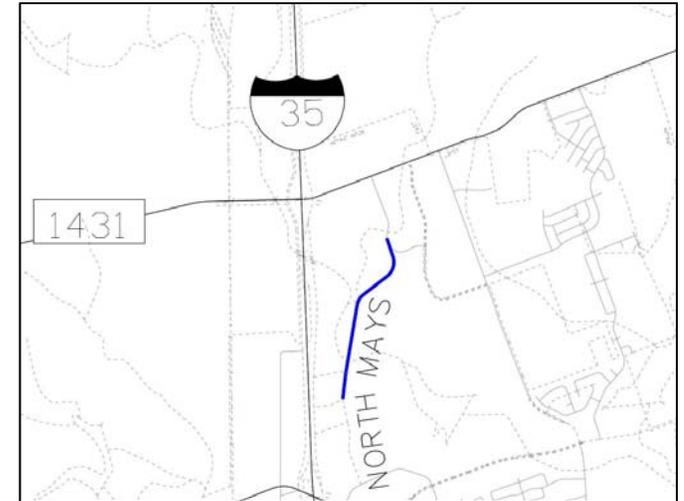
---



# North Mays Extension (Paloma Drive to Oakmont Drive)

---

Anticipated Completion  
Spring 2020



Original Contract Price = \$10,775,835.75

Total Change Orders to Date = \$0.00

Adjusted Contract Price = \$10,775,835.75

Expenditures to Date = \$5,581,202.41 (52%)

# North Mays Extension (Paloma Drive to Oakmont Drive)

---



# North Mays Extension (Paloma Drive to Oakmont Drive)

---



# North Mays Extension (Paloma Drive to Oakmont Drive)

---

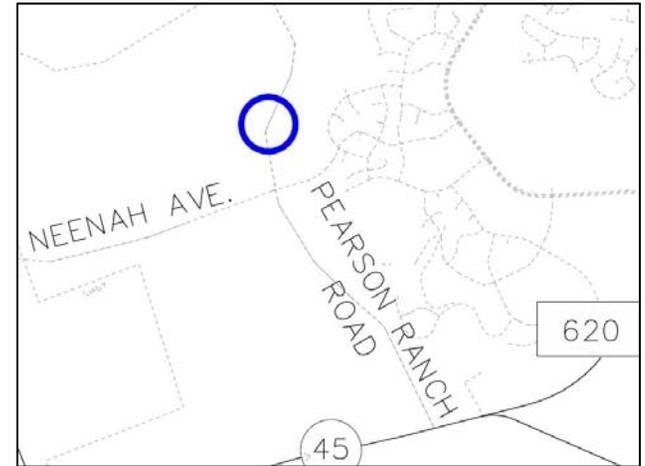




# Pearson Ranch Road at Iveans Way (Pedestrian Crossing)

---

Anticipated Completion  
Summer 2019



Partnership with the City of Austin

WilCo Contribution = 100% of the total project  
cost, not to exceed \$130,000.00

Construction is managed by the City of Austin

# Pearson Ranch Road at Iveans Way (Pedestrian Crossing)

---



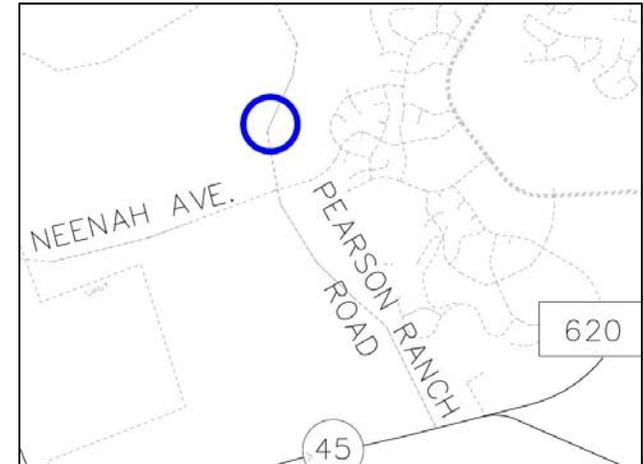


# Pearson Ranch Road at Avery Ranch Road<sup>9</sup> (Traffic Signal)

---

Anticipated Completion

Fall 2019



Partnership with the City of Austin

WilCo Contribution = 50% of the total project  
cost, not to exceed \$155,000.00

Construction is managed by the City of Austin

# Pearson Ranch Road at Avery Ranch Road<sup>10</sup> (Traffic Signal)

---



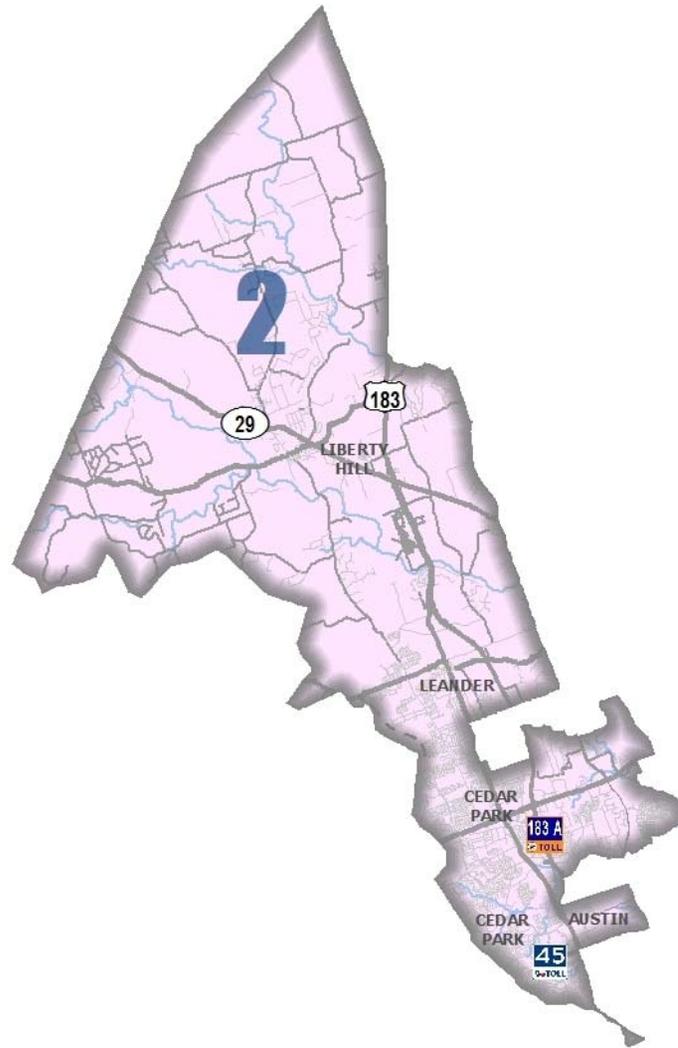
# Pearson Ranch Road at Avery Ranch Road<sup>11</sup> (Traffic Signal)

---



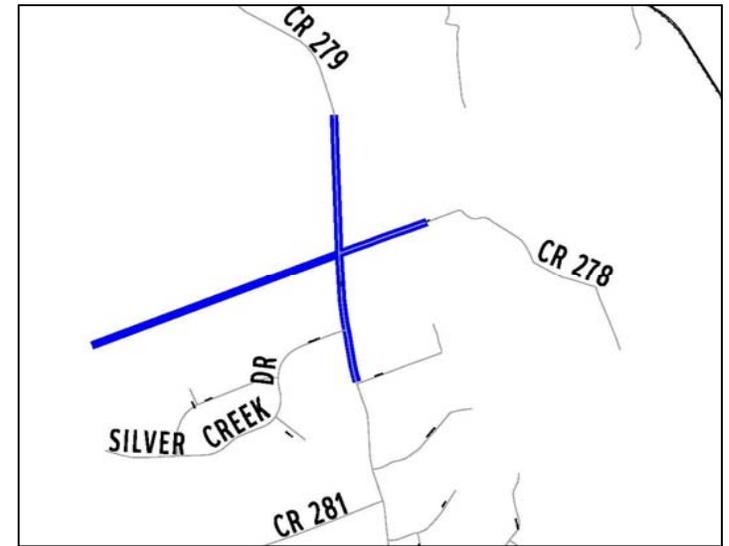
# Precinct 2

---



# Bagdad Road (CR 279) at CR 278 (River Ranch Park Road)

Anticipated Completion  
Early 2020



Original Contract Price = \$2,959,000.00

Total Change Orders to Date = \$0.00

Adjusted Contract Price = \$2,959,000.00

Expenditures to Date = \$1,448,021.26 (49%)

# Bagdad Road (CR 279) at CR 278 (River Ranch Park Road)

---



# Bagdad Road (CR 279) at CR 278 (River Ranch Park Road)

---



# Bagdad Road (CR 279) at CR 278 (River Ranch Park Road)

---

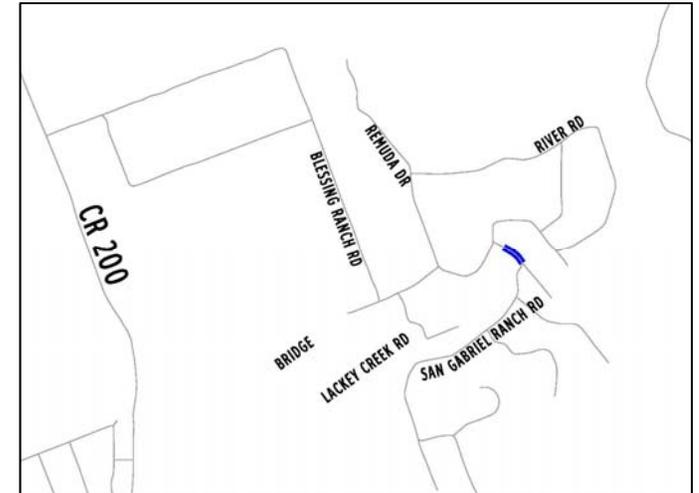




# San Gabriel Ranch Road Bridge at Lackey Creek <sup>17</sup>

---

Anticipated Completion  
Early 2020



Original Contract Price = \$1,425,301.90

Total Change Orders to Date = \$16,166.09

Adjusted Contract Price = \$1,441,467.99

Expenditures to Date = \$874,985.43 (61%)

# San Gabriel Ranch Road Bridge at Lackey Creek



# San Gabriel Ranch Road Bridge at Lackey Creek



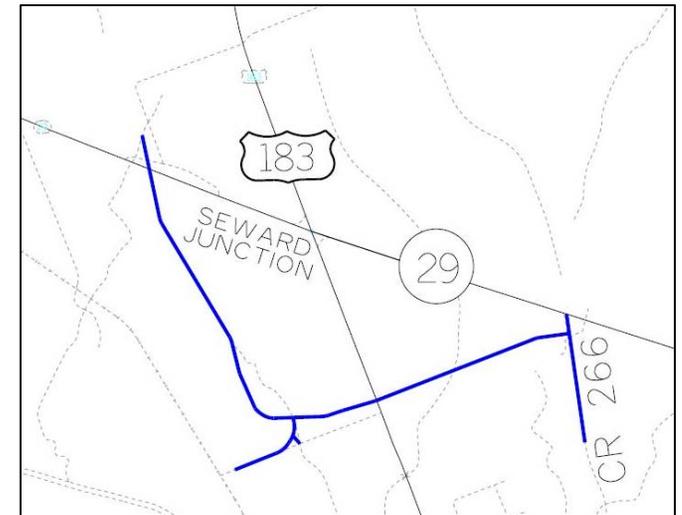
# San Gabriel Ranch Road Bridge at Lackey Creek



# Seward Junction Improvements

---

Anticipated Completion  
Late 2020



Original Contract Price = \$13,270,258.10

Total Change Orders to Date = \$0.00

Adjusted Contract Price = \$13,270,258.10

Expenditures to Date = \$3,689,253.07 (28%)

# Seward Junction Improvements

---



# Seward Junction Improvements

---



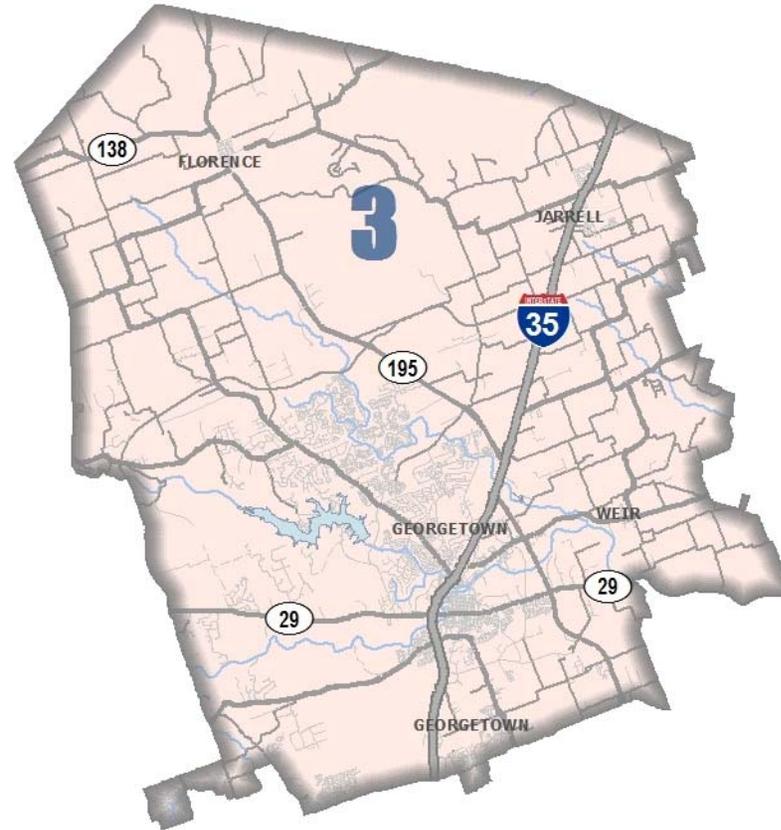
# Seward Junction Improvements

---



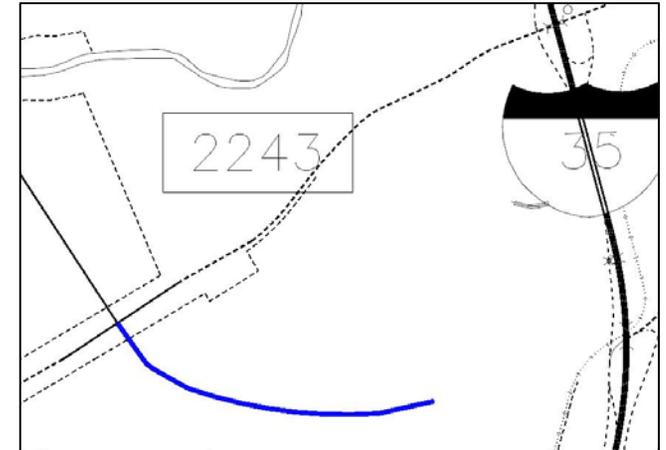
# Precinct 3

---



## Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)

Anticipated Completion  
Late 2019



Original Contract Amount = \$8,087,943.77

Total Change Orders = \$0.00

Adjusted Contract Price = \$8,087,943.77

Expenditures to Date = \$5,347,545.24 (66%)

# Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)



# Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)



# Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)

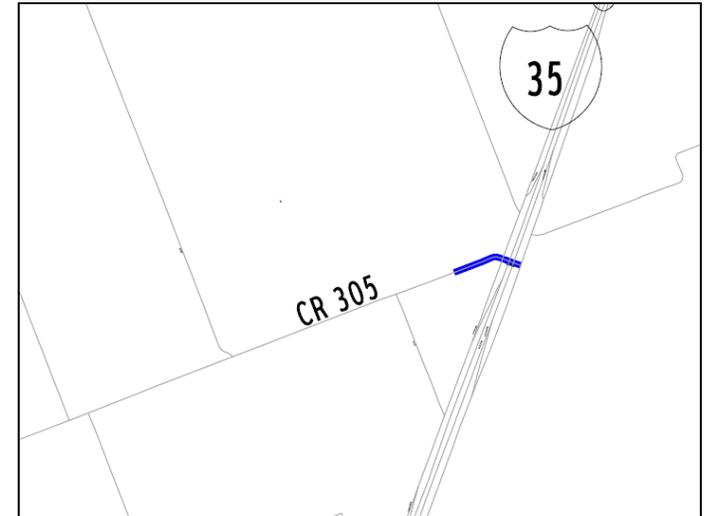
---



# CR 305 at IH 35 (Bridge Replacement)

---

Anticipated Completion  
Late 2019



Partnership with TxDOT

Original Contract Amount = \$6,748,948.60

Construction is managed by TxDOT

# CR 305 at IH 35 (Bridge Replacement)

---



# CR 305 at IH 35 (Bridge Replacement)



# CR 305 at IH 35 (Bridge Replacement)

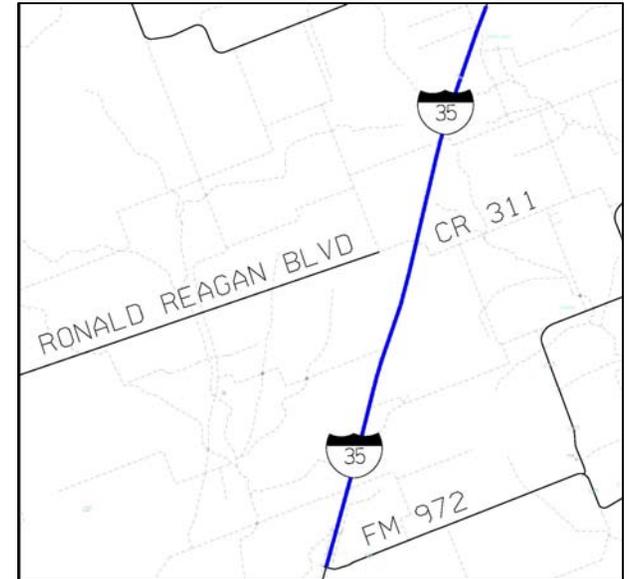




# IH 35 Ramp Reversals and Frontage Road Conversion <sup>34</sup>

---

Anticipated Completion  
Fall 2020



Partnership with TxDOT

Original Contract Amount = \$13,145,762.51

Construction is managed by TxDOT

# IH 35 Ramp Reversals and Frontage Road Conversion



# IH 35 Ramp Reversals and Frontage Road Conversion <sup>36</sup>

---



# IH 35 Ramp Reversals and Frontage Road Conversion <sup>37</sup>

---

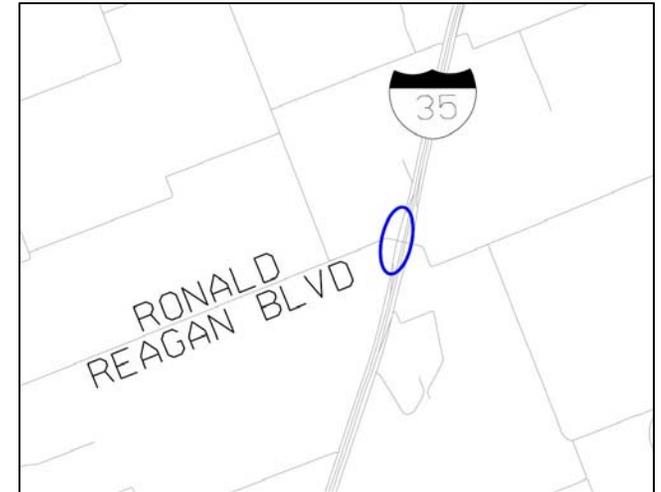




# Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

---

Anticipated Completion  
Summer 2020



Partnership with TxDOT

Original Contract Amount = \$15,048,229.93

Construction is managed by TxDOT

# Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

---



# Ronald Reagan Boulevard at IH 35 (Bridge Replacement)



# Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

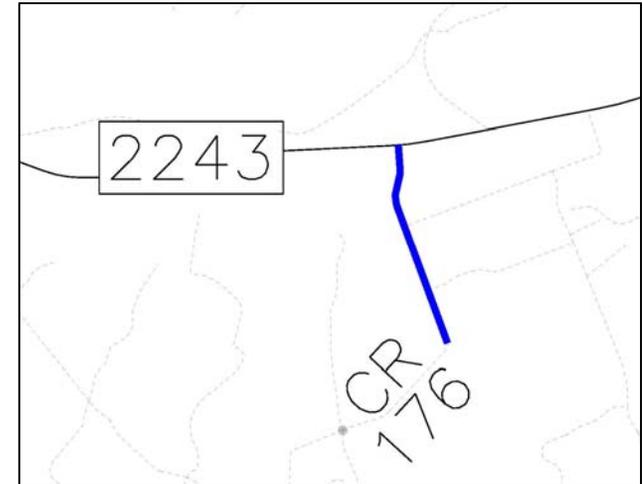
---



## CR 176 at RM 2243 (RM 2243 to Parkside Parkway)

---

Anticipated Completion  
Spring 2020



Original Contract Amount = \$2,447,560.00

Total Change Orders = \$0.00

Adjusted Contract Price = \$2,447,560.00

Expenditures to Date = \$567,710.26 (23%)

# CR 176 at RM 2243 (RM 2243 to Parkside Parkway)

---



# CR 176 at RM 2243 (RM 2243 to Parkside Parkway)

---



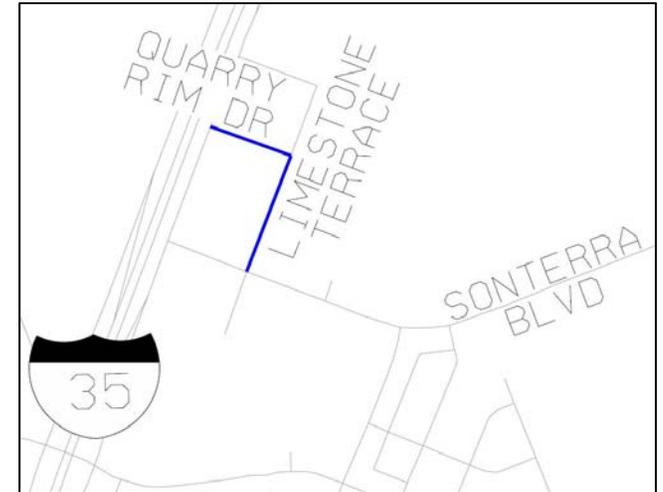
# CR 176 at RM 2243 (RM 2243 to Parkside Parkway)

---



## Limestone Terrace & Quarry Rim (Sonterra Boulevard to IH 35 Frontage Road)

Anticipated Completion  
Spring 2020



Original Contract Amount = \$1,060,707.70

Total Change Orders = \$0.00

Adjusted Contract Price = \$1,060,707.70

Expenditures to Date = \$191,583.56 (19%)

# Limestone Terrace & Quarry Rim (Sonterra Boulevard to IH 35 Frontage Road)



# Limestone Terrace & Quarry Rim (Sonterra Boulevard to IH 35 Frontage Road)

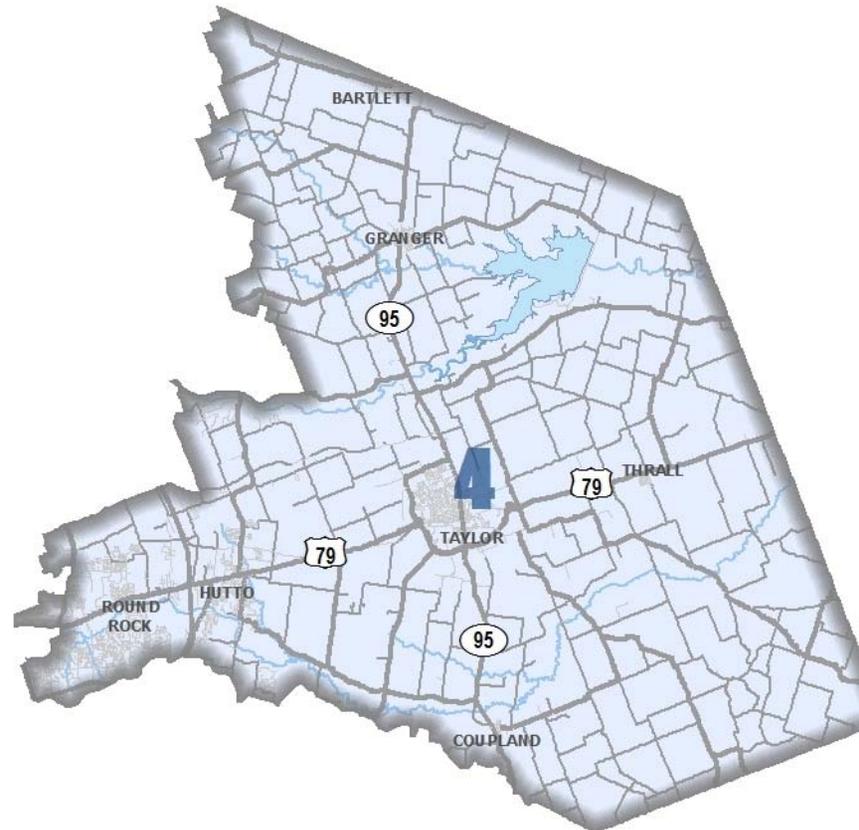


# Limestone Terrace & Quarry Rim (Sonterra Boulevard to IH 35 Frontage Road)



# Precinct 4

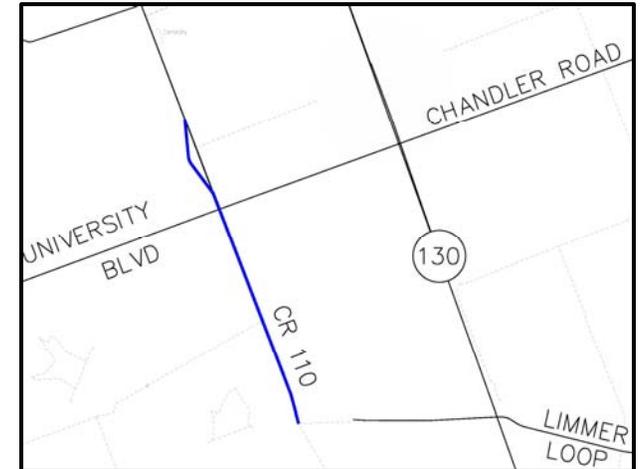
---



## CR 110 Middle (Limmer Loop to CR 107)

---

Anticipated Completion  
Spring 2020



Original Contract Amount = \$8,910,862.73

Total Change Orders = \$0.00

Adjusted Contract Price = \$8,910,862.73

Expenditures to Date = \$2,148,204.21 (24%)

# CR 110 Middle (Limmer Loop to CR 107)

---



# CR 110 Middle (Limmer Loop to CR 107)

---



# CR 110 Middle (Limmer Loop to CR 107)



**Commissioners Court - Regular Session**

**45.**

**Meeting Date:** 10/15/2019

Forest North Drainage K-Friese and Associates Contract Amendment No. 5

**Submitted By:** Marie Walters, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a Contract Amendment No. 5 to the Forest North Drainage contract between Williamson County and K Friese & Associates, Inc. relating to the 2013 Road Bond Program. Project: P225. Funding Source: Road Bonds.

**Background**

K Friese + Associates original PSA was executed on 09/16/2013 and did not include the price adjustment language that is used in current road bond contracts. The proposed rates reflect an increase that is consistent the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-94 = 100) as allowed in the current engineering contract language.

Due to pay increases to staff over a period of 6 years, since the contract was executed, the original rates are no longer adequate. Once the contract is amended, a supplemental work authorization will be issued to update and finalize the Forest North Drainage Phase 3 plans so that the project will be ready to advertise for construction, when funding becomes available.

**Fiscal Impact**

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

**Attachments**

[ForestNorthDrainage-KFriese-ContractAmendment5](#)

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Marie Walters  
Final Approval Date: 10/10/2019

**Reviewed By**

Andrea Schiele

**Date**

10/10/2019 10:39 AM  
Started On: 10/09/2019 06:23 PM

**CONTRACT AMENDMENT NO. 5**  
**TO**  
**WILLIAMSON COUNTY CONTRACT FOR**  
**ENGINEERING SERVICES**

**WILLIAMSON COUNTY ROAD BOND PROJECT:  
Forest North Drainage Improvements ("Project")**

THIS CONTRACT AMENDMENT NO. 5 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and K Friese + Associates, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective September 16, 2013 (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 Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

**IN WITNESS WHEREOF**, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

**ENGINEER:**

By: TM Owens  
Signature

Thomas M. Owens, P.E.  
Printed Name

Executive Vice President  
Title

3 OCT 19  
Date

**COUNTY:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Bill Gravel Jr.

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Forest North Drainage Improvements**  
**Exhibit D**  
**Hourly Rates**

<b>K Friese &amp; Associates, Inc.</b>	
<b>Classifications</b>	<b>2019 Billing Rate/Hour</b>
Principal	\$ 200.49
Project Manager	\$ 197.24
Senior Engineer	\$ 135.46
Junior Engineer	\$ 97.53
EIT	\$ 92.12
CADD Technician	\$ 87.78
Admin / Clerical	\$ 81.28

**Commissioners Court - Regular Session**

**46.**

**Meeting Date:** 10/15/2019

Agreement with City of Round Rock

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on an Agreement with the City of Round Rock, Texas and Williamson County regarding improvements to Sewer Line along Hairy Man Rd.

**Background**

**Fiscal Impact**

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

**Attachments**

[Hairy Man Rd. Agreement](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/10/2019

**Reviewed By**

Andrea Schiele

**Date**

10/10/2019 11:34 AM

Started On: 10/10/2019 10:43 AM

**AGREEMENT WITH CITY OF ROUND ROCK, TEXAS AND WILLIAMSON  
COUNTY REGARDING IMPROVEMENTS TO SEWER LINE ALONG HAIRY MAN  
ROAD**

This Agreement (“Agreement”) is entered into by and between the City of Round Rock, Texas. (“City”), a Texas political subdivision and Williamson County, Texas (“County”), a Texas political subdivision.

**RECITALS**

**WHEREAS**, the Brushy Creek Regional Waste Water System (“BCRWWS”) was created by the cities of Round Rock, Leander, Cedar Park and Austin to design, construct and operate a regional wastewater treatment system to provide the cities with wastewater treatment; and

**WHEREAS**, a BCRWWS 54” sanitary sewer pipeline (the “Pipeline”) is currently located within the right-of-way of Hairy Man Road in Williamson County, Texas; and

**WHEREAS**, County is currently designing improvements to Hairy Man Road and the Great Oaks Bridge at Brushy Creek (the “County Project”); and

**WHEREAS**, the parties desire to incorporate into the design of the Project the design and construction to adjust approximately 25 manholes, 3 manhole vents and one cast-in-place manhole as part of the Pipeline (the “Adjustment Project”); and

**WHEREAS**, after the design of the Adjustment Project is approved, the County will incorporate the Adjustment Project as a separate bid item in the County Project; and

**WHEREAS**, prior to contract award, the City will remit the bid amount for the Adjustment Project to the County.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants and agreements herein contained, City and County agree as follows:

- 1. Adjustment Project.** This Agreement addresses the adjustment of approximately 25 manholes, 3 manhole vents and one cast-in-place manhole which are currently located within the right-of-way of Brushy Creek Road and the Great Oaks Bridge at Brushy Creek. The approximate location of the adjustment project is attached hereto as Exhibit “A”.
- 2. Adjustment Project Design.** The engineering firm of CobbFendley has been contracted to design the Adjustment Project and the City will be responsible for all CobbFendley payments. The CobbFendley Proposed Scope of Services is attached hereto as Exhibit “B”.

- 3. Construction.** After approval of the contract design by the City, the County will construct the Adjustment Project in conjunction with the County Project and in conformity with the CobbFendley Proposed Scope of Services for the Adjustment Project. The City will conduct inspections of the Adjustment Project during construction and after acceptance of the Adjustment Project, the City will resume responsibility for operation and maintenance of the Pipeline.
  
- 4. Payment and Costs.**

  - a. The initial cost estimate for construction of the Adjustment Project is expected to be approximately \$121,875 (the “Construction Costs”). The Preliminary Opinion of Probable Construction Costs is attached hereto as Exhibit “C”. Prior to contract award, City agrees to pay County the Construction Costs.
  
  - b. Any changes to the routing or design of any segment or phase of the Adjustment Project after County’s acceptance may affect costs. City agrees to bear any additional costs resulting from any changes by City to the routing or design to accommodate City’s system improvements or to provide supplemental benefits to City, if approved in advance, in writing, by the City.
  
- 5. Communication.** City and County agree to hold periodic project status information meetings. County’s official point of contact for the Adjustment Project Terron Evertson, County Engineer. City’s official point of contact is Jeff Bell, Sr. Project Manager, City of Round Rock. City and County agree to include these designated points of contact in the chain of communication for all significant decisions and recommendations prepared by design engineers and other parties and representatives.
  
- 6. Schedule.** Design and construction of the Adjustment Project is expected to take approximately 24 months. The parties acknowledge that the timeframe is estimated and is subject to force majeure.
  
- 7. Compliance with Laws.**

  - a. During the term of the Agreement, the parties will perform in compliance, conformance, and accordance with all applicable laws, rules, and regulations of the United States, and of any state or political subdivision thereof.
  
  - b. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

**8. Liability; No Waiver of Immunities.**

- a. City does not assume any liability for any property damage, injuries or death in connection with the design, engineering or construction of the Adjustment Project. TO THE EXTENT PERMITTED BY LAW, COUNTY HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD CITY AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, CLAIM, DAMAGE, COST OR EXPENSE (INCLUDING REASONABLE LEGAL FEES AND EXPENSES) ARISING OUT OF OR IN CONNECTION WITH THE DESIGN, ENGINEERING OR CONSTRUCTION OF THE ADJUSTMENT PROJECT.
- b. Nothing in this Agreement shall be deemed to waive, modify or alter to any extent any defense or immunity available at law or in equity to City or County, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any non-party.

**9. Term.** The term of this Agreement is for a period of three (3) years from the Effective Date unless otherwise earlier terminated by the parties.

**10. Entire Agreement.** This Agreement represents and contains the entire agreement and understanding between the parties with respect to the subject matter herein and supersedes any and all prior or contemporaneous oral and/or written agreements and understandings.

**11. Governing Law.** This Agreement shall be construed and enforced in accordance with Texas law. The Parties acknowledge that Subchapter 1, Chapter 271 of the Texas Local Government Code is a legislative waiver of any sovereign immunity with the County to this Agreement, and each party waives immunity to suit for the purpose of adjudicating any claims under this Agreement. Venue for the litigation of any dispute arising hereunder shall be in Williamson County, Texas.

**12. Counterparts.** This Agreement may be executed in any number of counterparts, and it will not be necessary.

Executed to be effective this \_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date").

*(SIGNATURES ON FOLLOWING PAGES)*

**WILLIAMSON COUNTY**

By: \_\_\_\_\_

William Gravell, Jr., County Judge

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Nancy Rister, County Clerk

**ROUND ROCK, TEXAS**

By: \_\_\_\_\_

Craig Morgan, Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Sara White, City Clerk

EXHIBIT A

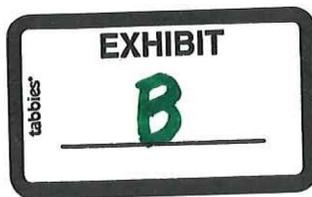
Location of the Adjustment Project





## EXHIBIT B

Proposed Scope of Services for design of the Adjustment Project



Proposed Scope of Services  
Great Oaks-Brushy Creek Wastewater Manhole Adjustments

CobbFendley will provide design, bid, and construction phase services for the major and minor manhole adjustments for 23 manholes along Great Oaks and Brushy Creek in Williamson County. This project is assumed to follow the same timeline as the Hairy Man Rd Wastewater Line Relocation project, but this project requires extra coordination with the City of Austin Water Utility (AWU) department, so these meetings and efforts are included in this proposal. Below is a detailed scope of services.

I. Design Phase

During the Design Phase, CobbFendley will prepare plans and compile specifications for the construction of the utility adjustments. This assumes that traffic controls and erosion controls will be included in the roadway set of plans for Great Oaks at Brushy Creek. If either are required at a later date, this will result in a change of scope.

- A. Plans. The design phase assumes a 30% schematic layout, 90% design plans, and 100% final submittal to the Brushy Creek Stakeholders.
- a. 30% Deliverable. An 11x17 exhibit with aerial background and location map of proposed manhole adjustments will be provided to Brushy Creek stakeholders. This assumes the deliverable will be sent to Williamson County and the City of Round Rock electronically for review and that no meetings will be necessary. This assumes the plans will be distributed to the appropriate review entities for their input, except for AWU, which CobbFendley will handle.
    - i. Date gathering. Obtain plans and electronic files for roadway and topographical information. This proposal assumes that the survey information will be provided by Williamson County with flowlines of manhole inverts.
    - ii. AWU Meeting. CobbFendley will coordinate a meeting with the AWU staff to submit the plans and hold a meeting to go over the concept and invite comments from the AWU staff.
  - b. 90% Deliverable. CobbFendley will prepare design plans for submittal to the Brushy Creek stakeholders at 90% completion, incorporating the 30% comments. We anticipate the following sheets to be included in our design set.
    - i. General Notes. Assemble a set of general notes using City of Round Rock and TCEQ standards. (1 Sheet)
    - ii. Overall Layout Sheet (1 Sheet). Prepare an overall reference sheet to scale
    - iii. Plan View Manhole Adjustments (4 Sheets). Prepare plan view manhole adjustment sheets for the proposed wastewater line manholes as identified in the attached layout sheets.
    - iv. Detail Sheets. Prepare detail sheets showing standard construction details and special, project-specific details. Assumes 2 sheets.
  - c. 100% Deliverable. CobbFendley will prepare design plans for submittal to City of Round Rock at 100% completion, incorporating the 90% comments. This is assumed to be the final submittal for this project scope. We anticipate the following sheets to be included in our design set.
    - i. General Notes. Assemble a set of general notes using City of Round Rock and TCEQ standards. (1 Sheet)
    - ii. Overall Layout Sheet (1 Sheet). Prepare an overall reference sheet to scale
    - iii. Plan View Manhole Adjustments (4 Sheets). Prepare plan view manhole adjustment sheets for the proposed wastewater line manholes as identified in the attached layout sheets.
    - iv. Detail Sheets. Prepare detail sheets showing standard construction details and special, project-specific details. Assumes 2 sheets.
- Note: Erosion and Sedimentation Controls and Traffic Controls are assumed to be included in the Roadway PS&E and are not included in this estimate.
- B. Specifications. CobbFendley will assemble standard technical specifications to be included in the roadway contract documents. A full set of utility specifications required will be provided with the 100% submittal for the wastewater manhole adjustments. City of Round Rock standard technical specifications will be used for this project. This proposal assumes that front end/contract documents will be prepared by others.
- C. Quantity Take-Off. CobbFendley will perform a quantity take off and prepare a bid form. A quantity take-off will be performed at the 100% submittal. Bid items to be included in the bid form will be prepared by the roadway consultant.

- D. Cost Estimate. CobbFendley will prepare an opinion of probable construction cost for the 100% (+/- 5%) submittal. Cost estimate will not be provided at 30%.
- E. QA/QC. CobbFendley will perform internal quality control reviews on the plans and specifications prior to each submittal to Brushy Creek.
- F. Prepare 2 submittal packages. CobbFendley will assemble plans and specifications and submit to Brushy Creek and AWU for review. This proposal assumes there will be a 30% Schematic Plan set as discussed above, 90% progress set, and 100% Final Bid Set submittal. We will provide three (3) sets of 11"x17" size plans and specifications and electronic package for each submittal.
- G. Respond to comments. CobbFendley will review comments provided by City of Round Rock and Brushy Creek and prepare a written response to the comments for inclusion with the subsequent submittal.
- H. Meetings with AWU (2). This proposal coordination for the project and two (2) submittals to the AWU for their approval. If the correspondence, meetings, and revisions required by the AWU exceeds these listed in this scope of services, then additional services will be required.
- I. Approvals. Coordinate with City of Round Rock Engineering Department, Brushy Creek stakeholders, and AWU to obtain required approvals for construction. This proposal assumes that permits, not associated with the manholes identified in this scope of services, will be obtained by others.

Design Engineering Phase services will be performed for a fee of \$35,294.00 plus approximately \$533.00 in expenses. This assumes that no TCEQ permitting will be required for the Manhole adjustments or manhole with CIP base installed on the existing line. The submittals to City of Austin are assumed to be three submittals: 30%, 90%, and 100%. If additional comments are generated after the 100%, additional services will be required.

## II. Bid Phase

CobbFendley will assist in the bidding of the project. This proposal assumes that the utility relocation bid items will be included in the roadway project bid and CobbFendley will provide assistance as related to wastewater relocations only. This proposal also assumes that the Owner will engage a bidding assistance center for the distribution and management of plans during bid phase. Distribution of plans and maintenance of a plan holders list is not included in this proposal. Below is a detailed scope of services for bid phase:

- A. ~~Attend pre-bid conference. Meeting agenda and minutes prepared by others.~~
- B. Respond to contractor's questions during bidding process.
- C. Prepare addenda (assume 1) to address contractor questions. Distribution by others.
- D. Review bid tabs.
- E. ~~Review contractor recommendation.~~ It is assumed the contractor will be selected by the prime engineer and County Bond Manager.

Bid Phase services will be performed for a fee of \$1,550 plus approximately \$15.00 in expenses.

## III. Construction Phase

CobbFendley will provide limited construction administration and observation assistance to the project and Brushy Creek. This proposal does not include inspection services. This proposal assumes construction duration of two (2) months. All scopes of services in this proposal are related to wastewater utility relocations only. Below is a detailed scope of services for construction phase:

- A. Attend preconstruction meeting.
- B. Attend one (1) meetings when utility adjustments are in process.
- C. Attend periodic site visits. Assume one (1) site visit (not coincident with progress meetings).
- D. Review project submittals/shop drawings. CobbFendley will review each submittal up to two (2) times. If the Contractor requires a third submittal, it will be reviewed as an additional service and at the Contractor's expense, as will be written in the contract documents. This proposal assumes 12 submittals.
- E. Respond to Requests for Information (RFI). CobbFendley will coordinate with City of Round Rock, Brushy Creek, and the Contractor on RFIs and respond with clarifications as needed. This proposal assumes one (1) RFI.
- F. ~~Change Orders. CobbFendley will assist City of Round Rock in negotiation and preparation of change order documents, should they be necessary. This proposal assumes one (1) change order.~~

Great Oaks-Brushy Creek WW MH Adjustments Scope of Services

---

- G. Final Walk Through and Punch List. CobbFendley will attend the final walk through and coordinate with the assigned project inspector on the punch list items.
- H. Project Close Out. CobbFendley will assist City of Round Rock and Brushy Creek on closing out the contract, reviewing final pay application and affidavits, and preparing a Concurrence Letter.
- I. Record Drawings. CobbFendley will prepare a set of record drawings based on Contractor's redlines in the field.

The following items are not included in construction phase services:

- A. Review of pay estimates.
- B. Review of change orders.
- C. Additional construction phase services periodic site visits are limited to one (1). If additional visits are required, then this will result in additional services.
- D. This Construction Phase Services assumes that one project inspector amongst the stakeholders will be assigned and there will not be coordination amongst the various stakeholders during construction. This assumes that the City of Austin coordination during construction will not be required.

Construction Phase services will be performed for a fee of \$5,828.00 plus approximately \$323.00 in expenses.

Great Oaks-Brushy Creek  
Wastewater Manhole Adjustments

Task	Labor	Expense	Total Fee
Design	\$35,294.00	\$533.00	\$35,827.00
Bid	\$1,550.00	\$15.00	\$1,565.00
Construction	\$5,828.00	\$323.00	\$6,151.00
Total	\$42,672.00	\$871.00	\$43,543.00

Contract No: \_\_\_\_\_

Great Oaks - Brushy Creek  
Wastewater Manhole Adjustments

Work Authorization No.  
Supplemental No.

Task	Hours						Expenses			Total Hours	Total Budget	
	\$235.00 per hour Senior Engineer	\$160.00 per hour Proj Engr III	\$125.00 per hour Proj Engr I	\$135.00 per hour Senior Technician	\$110.00 per hour Technician II	\$72.00 per hour Clerical	\$0.550 per mile Mileage	\$12.000 per each Delivery	\$0.150 per sheet Copies			
<b>Design Phase</b>												
A. Plans											0	\$0.00
a. 30% Deliverable											0	\$0.00
i. Data Gathering	4	4	24								28	\$3,640.00
ii. AWJ Meeting	4	4	4							100	8	\$1,140.00
b. 90% Deliverable											0	\$0.00
i. General Notes (1 sheet)	2	2	2								4	\$570.00
ii. Overall Layout Sheet (1 sheet)	2	2	8								10	\$1,320.00
iii. Plan View MH Adjustment Sheets (4)	4	4	40								44	\$5,640.00
iv. Detail Sheets (2 sheets)	4	4	12								16	\$2,140.00
c. 100% Deliverable												\$0.00
i. General Notes (1 sheet)	2	2	4								6	\$820.00
ii. Overall Layout Sheet (1 sheet)	2	2	8								28	\$3,640.00
iii. Plan View MH Adjustment Sheets (4)	4	4	24								8	\$1,070.00
iv. Detail Sheets (2 sheets)	2	2	6								6	\$820.00
B. Specifications											6	\$820.00
C. Quantity Take-Off/Bid Form											6	\$820.00
D. Cost Estimate											6	\$820.00
E. QA/QC	6										6	\$1,410.00
F. Submittal Packages (2)	8	8	12						4	2000	20	\$2,780.00
G. Respond to Comments	4	4	16								20	\$2,640.00
H. Meetings with City of Austin Water Utility (2)	4	4	4								8	\$1,140.00
I. Approvals										2	26	\$3,564.00
Hour Sub Total	64	64	188	0	0	2	200	4	2500		260	\$35,294.00
Subtotal Labor Costs	\$1,410.00	\$10,240.00	\$23,500.00	\$0.00	\$0.00	\$144.00	\$110.00	\$48.00	\$375.00			\$533.00
Subtotal Expense Costs												
<b>Bid Phase</b>												
A. Pre-bid conference											0	\$0.00
B. Respond to contractors' questions											4	\$570.00
C. Prepare addenda (1)											4	\$570.00
E. Review bid tabs											3	\$410.00
F. Review Recommendation of Award											0	\$0.00
Hour Sub Total	0	5	6	0	0	0	0	0	100		11	\$1,550.00
Subtotal Labor Costs	\$0.00	\$800.00	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00			\$15.00
Subtotal Expense Costs												

Contract No: \_\_\_\_\_

Great Oaks - Brushy Creek  
Wastewater Manhole Adjustments

Work Authorization No.  
Supplemental No.

Task	Hours					Expenses			Total Budget	
	\$235.00 per hour Senior Engineer	\$160.00 per hour Proj Engr III	\$125.00 per hour Proj Engr I	\$135.00 per hour Senior Technician	\$110.00 per hour Technician II	\$72.00 per hour Clerical	\$0.550 per mile Mileage	\$12.000 per each Delivery		\$0.150 per sheet Copies
<b>Construction Phase</b>										
A. Attend preconstruction meeting		2					70			\$320.00
B. Attend progress meetings (1)		2					140			\$320.00
C. Attend site visits (1)		2								\$320.00
D. Review submittals (10)		6	10			4		4		\$2,496.00
E. Respond to RFIs (1)		2	2					4		\$570.00
F. Change orders (0)								2		\$0.00
G. Final walk-through		2					70			\$320.00
H. Project close-out										\$320.00
I. Record drawings		1	8					1	3	\$1,160.00
Hour Sub Total	0	19	20	0	0	4	280	11	143	0
Subtotal Labor Costs	\$0.00	\$5,040.00	\$3,200.00	\$0.00	\$0.00	\$286.00	\$154.00	-\$132.00	\$21.45	\$0.00
Subtotal Expense Costs										\$5,828.00
										\$323.00

Task	Labor	Expense	Total Fee
Design	\$35,284.00	\$533.00	\$35,827.00
Bid	\$1,550.00	\$15.00	\$1,565.00
Construction	\$5,828.00	\$323.00	\$6,151.00
Total	\$42,672.00	\$871.00	\$43,543.00

## EXHIBIT C

### Preliminary Opinion of Probable Construction Costs

Williamson County  
 Great Oaks/Brushy Creek - WWMH Adjustments  
 Preliminary Opinion of Probable Cost  
 October 29, 2018

Item	Description	Quantity	Unit	Unit Cost	Total Cost
506-WW	Major Manhole Adjustment, All Dia., Complete in Place	5	EA	\$ 3,000.00	\$ 15,000.00
506-WW	Minor Manhole Adjustment, All Dia., Complete in Place	18	EA	\$ 2,000.00	\$ 36,000.00
506-WW	Standard Precast Manhole w/CIP Base, 6' Dia.	1	EA	\$ 8,000.00	\$ 8,000.00
510-WW	Connection to Existing Wastewater Line	2	EA	\$ 2,000.00	\$ 4,000.00
SP.506-WW	Interior Sealant, 4' Dia. Exist. Manhole	345	LVF	\$ 100.00	\$ 34,500.00
<b>Subtotal</b>					\$ 97,500.00
<b>Contingency (25%)</b>					\$ 24,375.00
<b>Grand Total</b>					\$ 121,875.00



## Commissioners Court - Regular Session

47.

**Meeting Date:** 10/15/2019

Executive Session

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Executive Session

---

### Information

#### Agenda Item

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

##### A. Real Estate Owned by Third Parties

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

- a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
- b) Discuss the acquisition of real property for CR 176 at RM 2243
- c) Discuss the acquisition of real property: CR 101
- d) Discuss the acquisition of real property: CR 200
- e) Discuss the acquisition of real property for County Facilities.
- f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
- g) Discuss the acquisition of real property for SH 29 @ DB Wood.
- h) Discuss the acquisition of real property for Hairy Man Rd.
- i) Discuss the acquisition of real property for N. Mays.
- j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- k) Discuss the acquisition of real property for CR 111.
- l) Discuss the acquisition of real property for Corridor H
- m) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
- n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
- o) Discuss the acquisition of right-of-way for Corridor C.
- p) Discuss the acquisition of right-of-way for Corridor F.
- q) Discuss the acquisition of right-of-way for Corridor D.
- r) Discuss the acquisition of right-of-way for Southeast Corridor.
- s) Discuss the acquisition of right-of-way for Reagan extension.
- t) Discuss the acquisition of property near the County landfill.
- u) Discuss the acquisition of real property for the Brushy Creek Trail Project.

##### 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 sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
- c) Potential governmental uses for 8th Street downtown parking lot
- d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
- e) Discuss property usage at Longhorn Junction
- f) Discuss sale of excess 183A right of way to abutting property owner.
- g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
- h) Discuss Blue Springs Boulevard

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.

E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

#### Background

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

---

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Charlie Crossfield  
Final Approval Date: 10/10/2019

**Reviewed By**

Andrea Schiele

**Date**

10/10/2019 08:37 AM  
Started On: 10/10/2019 08:30 AM

**Commissioners Court - Regular Session**

**48.**

**Meeting Date:** 10/15/2019

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:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Wolf Lakes
- c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
- d) Project Deliver
- e) Project Advantage
- f) Project Cedar
- g) Project Expansion
- h) Project Arcos
- i) Project Woods

**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: 10/10/2019

**Reviewed By**

Andrea Schiele

**Date**

10/10/2019 08:37 AM

Started On: 10/10/2019 08:31 AM