NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
November 26, 2019
9:30 A.M.

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

1. Review and approval of minutes.

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

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 – 33)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005700	Vehicles > $5,000	$55,000.00
From	0200-0210-005711	Heavy Equipment > $5,000	$130,000.00
To	0200-0210-004100	Professional Services	$185,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount

From	0100.0576.003011	Computer Software	$18,422
To	0100.0576.005740	Computer Equipment >$5000	$18,422

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$49,165.28
To	0100-0560-004100	SO/Prof Svcs	$49,165.28

7. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the General Fund - Justice of the Peace Precinct #2 donation.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	$562.50

8. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the General Fund - Justice of the Peace Precinct #2 donation.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0452.003670	Use of Donations	$562.50

9. Discuss, consider and take appropriate action on approving a 2015 Certificates of Obligation budget transfer to move $470,000 from 2015 CO Non-Departmental (P356) to Inner Loop Annex Modifications (P434).

10. Discuss, consider and take appropriate action to approve an increase of change funds for the Motor Vehicle Departments in Georgetown, Cedar Park and Round Rock to $2,250.00, set up tills for new employees and drive thru lanes.

11. Discuss and take appropriate action on accepting a donation to Williamson County Justice Court Precinct 2 in the amount of $562.50.

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

13. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, August 2019 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

14. Discuss, consider and take appropriate action on recognizing continuing education training of Commissioner Cynthia Long as required in Section 81.0025 of the Local Government Code.

15. Discuss, consider and take appropriate action on approving the Merchant Processing Agreement between Williamson County and Worldpay Integrated Payments, LLC to provide the processing of credit cards payments for the Parks Department and authorizing execution of the application.

16. Discuss, consider and take appropriate action on approving a renewal agreement between Pitney Bowes, Inc. and Williamson County Attorney's Office for a postage machine lease in the amount of $140.32 per month, billed quarterly at $420.93, and authorizing execution of the agreement.

17. Discuss, consider and take appropriate action on approving the purchase of uniforms for the Williamson County Sheriff's Office - Jail from GT Distributors, Inc. in the amount of $53,764.65 pursuant to BuyBoard Contract #587-19.

18. Discuss, consider and take appropriate action on exempting ReadyOp Communications, Inc. from the competitive bidding requirements established by Section 262.024.(a)(7) of the Texas Local Government Code Discretionary Exemptions as the sole provider of the ReadyOP Communications Platform.

19. Discuss, consider and take appropriate action on authorizing the extension of contract 15RFP125, renewal option period 2, for the same pricing, terms and conditions as the existing contract, for Group Insurance Coverages Life, AD&D, and Disability covering the term of January 1, 2020 - December 31, 2020 with Symetra Life Insurance Company.

20. Discuss, consider and take appropriate action on authorizing the approval of purchase for Williamson County Fiber Optic OSP Maintenance in the amount of $ 21,500, under DIR Contract #DIR-TSO-3698, with BryComm for term December 1, 2019 - November 30, 2020, and authorizing execution of the agreement.

21. To discuss, consider, and take action to apply for hazard mitigation grants to fund a contractor to update the FY21 Hazard Mitigation Plan.

22. Discuss, consider, and take action on the approval of Team Rubicon performing a fire mitigation project at Cat Creek Preserve.

23. Discuss, consider, and take appropriate action on approving price Quote #1431 between MCM Technology, LLC and Williamson County for Annual Support and Maintenance for FY 2020 in the amount of $24,906.67 pursuant to H-GAC Contract No. EC07-18 and authorizing the execution of the agreement.

24. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Separation Systems Consultants, Inc. to provide Asbestos Abatement and Demolition of a home in the amount of $38,000.00, as per TIPS Contract #170602, and authorizing execution of the agreement. Funding is provided by P496.

25. Discuss, consider and take appropriate action on authorizing the extension of Vending Services Contract 1709-189, renewal option period 2, for the pricing, terms and conditions as set forth in Attachment 1, for the term of December 5, 2019 - December 4, 2020 with Mcliff Coffee & Vending.

26. Discuss, consider and take appropriate action on approval of additional insurance coverage request and quote for AIG TankGuard Williamson County Pollution Liability Insurance with an annual premium of $955 and additional $90 for terrorism coverage to support operations of the Fleet Department and authorize County Judge to sign same.

27. Discuss, consider and take appropriate action on an Interlocal Agreement between Williamson County and the City of Coupland for a Flood Damage Prevention Ordinance.

28. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Asphalt Emulsions under IFB #2725.

29. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Portland Cement under IFB #2726.

30. Discuss, consider and take appropriate action on approval of the preliminary plat for Sanchez Acres subdivision – Precinct 4.

31. Discuss, consider and take appropriate action on approval of the final plat for the Rancho Sienna Section 12A, Phase 2 subdivision – Precinct 3.

32. Discuss, consider and take appropriate action authorizing the County Judge to accept and execute the following donation documents from the Brushy Creek Municipal Utility District in relation to the Great Oaks @ Hairy Man Rd. project.

- Deed Without Warranty
- Temporary Construction Easement Agreement (Creek Area)
- Temporary Construction Easement Agreement (Non-Creek Area)
- Erosion Control Facility Easement

33. Discuss, consider and take appropriate action authorizing the County Judge to execute a Deed Without Warranty to the Brushy Creek Municipal Utility District for 0.523 AC as a part of the Great Oaks @ Hairy Man Rd. project. (Parcel S14)

REGULAR AGENDA

34. Discuss, consider and take appropriate action on a proclamation designating November 2019 as National Caregivers Month in Williamson County.

35. Discuss, consider, and take appropriate action on a proclamation welcoming athletes of the 2019 Ismaili Games to Williamson County and to designate November 26, 2019 to be United States Ismaili Games "Together We Win" Day in Williamson County.

36. Discuss, consider, and take appropriate action on the appointment of Shelbi Davis as the Williamson County Representative to the CAPCOG Clean Air Coalition Advisory Committee (CACAC) effective November 26, 2019 till December 31, 2019 and with an extension starting January 1, 2020 through December 31, 2021.

37. Discuss, consider and take appropriate action on collaboration with Bluebonnet Trails Community Services to apply for grant funding offered through House Bill (HB) 13, 85th Legislature, Regular Session (Solicitation No. HHS0004771) to support mental health initiatives and a pre-trial program.

38. Discuss, consider, and take appropriate action on updating the Recommended Mitigation Actions (Table ES-1) in the 2017 Williamson County Multi-jurisdiction Hazard Mitigation Plan and approval of supporting resolution.

39. Discuss, consider and take appropriate action on authorizing Williamson County to apply for a Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) grant for an emergency warning system for the City of Liberty Hill.

40. Discuss, consider, and take appropriate action on the approval of a resolution and a Memorandum of Understanding (MOU) between Williamson County and the City of Liberty Hill formulating responsibilities of each party for a Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) grant application and management of an emergency warning system project.

41. Discuss, consider, and take appropriate action on approving Proposal 304648.9 for five (5) Ford F-450 Ambulance(s) from Siddons- Martin Emergency Group in the amount of $1,231,550.00 pursuant to H-GAC Contract AM10-18 and authorizing the purchase.

42. Discuss, consider, and take appropriate action on approving two proposals between Motorola Solutions, INC and Williamson County for Geo-Redundant Simulcast Prime Project in the amount of $ 1,893,294.00 and the Cedar Park Generator Replacement Project in the amount of $130,110.00 pursuant to DIR Contract DIR-TSO-4101 and authorizing the execution of the agreements. The Generator replacement will be funded from 01-0507-0507-005000 Capital Outlay, and the Redundant Prime site is

funded by Capital Project P529.

43. Discuss, consider and take appropriate action on the River Ranch County Park Phase 1 Project, P315, Change Order #4 from Prime Construction Company, Inc in the amount of $384,847.27 to approve electrical utility scope changes from overhead to underground service. This change order is being funded by the Owner Contingency.

44. Discuss, consider and take appropriate action on approving a Utility Easement, Underground Agreement and Quote between Williamson County and Pedernales Electrical Cooperative, Inc. related to utilities for the River Ranch County Park Project.

45. Receive updates on the Department of Infrastructure projects and issues.

46. Discuss, consider and take appropriate action on approving a Road & Bridge budget transfer to move $201,000 to a new project CR 375 (P497) from CR 314 (P485). Also, to move $648,000 to a new project Durham Park Subdivision (P498) from Chandler Creek Subdivision 6A, 6B, 6C (P488) of $552,188 and South San Gabriel Ranch Subdivision (P489) of $95,812.

47. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of $53,416.00 for CR 279 (Bagdad Road) at River Ranch Park Road (Champion Site Prep), a Road Bond project in Commissioner Pct. 2. P: 438 Funding Source: Road Bond.

48. Discuss, consider and take appropriate action regarding Change Order No. 2 in the amount of ($86,404.23) for CR 200 at SH 29 / Loop 332 (Cox Commercial Construction), a Road Bond program in Commissioner Pct. 2. P: 285 Funding Source: Road Bond

49. Discuss, consider and take appropriate action on a Contract Amendment No. 3 to the SE Loop (Corridor A1 & A2) contract between Williamson County and Johnson, Mirmiran & Thompson, Inc. (JMT) relating to the LTP Corridor Program. Project: P463. Funding Source: Corridor.

EXECUTIVE SESSION

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

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

A. Real Estate Owned by Third Parties

Preliminary discussions relating to 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 Great Oaks @ 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 SE Loop.
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.
v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center

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

51. 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

52. 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; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
f) 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.
g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
h) 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.
i) 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
j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
k) Valerie Adams - EEOC Charge No. 450-2018-03807
l) 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.
m) 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.
n) BANGL Pipeline Project
o) 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
p) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
q) Anthony "Tony" Carter: EEOC Charge No. 451-2019-03927
r) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
s) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.

53. 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)

54. Discuss and take appropriate action concerning economic development.

55. Discuss and take appropriate action concerning real estate.

56. 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; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
f) 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.
g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
h) 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.
i) 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
j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
k) Valerie Adams - EEOC Charge No. 450-2018-03807
l) 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.
m) 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.
n) BANGL Pipeline Project
o) 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
p) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd

Judicial District Court of Travis County, Texas
q) Anthony “Tony” Carter: EEOC Charge No. 451-2019-03927
r) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
s) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.

57. 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.

58. 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 22nd day of November, 2019 at 5:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **4.**

Meeting Date: 11/26/2019

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

Submitted For: Terron Evertson **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary in order to assist with further research and development related to proposed changes to the Williamson County Subdivision Regulations.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005700	Vehicles > $5,000	$55,000.00
From	0200-0210-005711	Heavy Equipment > $5,000	$130,000.00
To	0200-0210-004100	Professional Services	$185,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/19/2019 04:16 PM
Budget Office	Ashlie Koenig	11/19/2019 04:51 PM
Form Started By: Vicky Edwards		Started On: 11/19/2019 01:06 PM
Final Approval Date: 11/19/2019		

Commissioners Court - Regular Session **5.**

Meeting Date: 11/26/2019

Budget Line Item Transfer

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Juvenile Services is requesting a budget line item transfer from Computer Software (BLI 3011) to Computer Equipment >$5000 (BLI 5740) in the amount of $18,422. The funds transferred will be used to purchase a new Livescan machine for fingerprinting youth as they enter detention. The current Livescan machine is approximately 12 years old and beginning in January 2020 will no longer be supported by the company. The new machine is needed to allow the department to continue to fingerprint youth and upload the prints to DPS.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.003011	Computer Software	$18,422
To	0100.0576.005740	Computer Equipment >$5000	$18,422

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/21/2019 11:43 AM
Budget Office	Ashlie Koenig	11/21/2019 11:48 AM
Form Started By: John Pelczar		Started On: 11/21/2019 10:37 AM
Final Approval Date: 11/21/2019		

Commissioners Court - Regular Session **6.**

Meeting Date: 11/26/2019

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 the Sheriff's Office.

Background

This transfer will cover the shortfall on the contract funding for DPS to pay for evidence testing as needed.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$49,165.28
To	0100-0560-004100	SO/Prof Svcs	$49,165.28

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/20/2019 04:07 PM
Form Started By: Ashlie Koenig		Started On: 11/20/2019 01:48 PM
Final Approval Date: 11/20/2019		

Commissioners Court - Regular Session **7.**

Meeting Date: 11/26/2019

JP 2 Donation BA Rev 11.26.19

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the General Fund - Justice of the Peace Precinct #2 donation.

Background

An anonymous donation in the amount of $562.50 to the Williamson County Justice Court Precinct 2 for the annual Mentoring Banquet.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	$562.50

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/21/2019 09:37 AM
County Auditor (Originator)	Melanie Denny	11/21/2019 09:42 AM
County Judge Exec Asst.	Andrea Schiele	11/21/2019 10:01 AM
Form Started By: Melanie Denny		Started On: 11/21/2019 07:47 AM
Final Approval Date: 11/21/2019		

Commissioners Court - Regular Session **8.**

Meeting Date: 11/26/2019

JP 2 Donation BA Exp 11.26.19

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the General Fund - Justice of the Peace Precinct #2 donation.

Background

An anonymous donation in the amount of $562.50 to the Williamson County Justice Court Precinct 2 for the annual Mentoring Banquet.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0452.003670	Use of Donations	$562.50

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/21/2019 09:37 AM
County Auditor (Originator)	Melanie Denny	11/21/2019 09:42 AM
County Judge Exec Asst.	Andrea Schiele	11/21/2019 10:02 AM
Form Started By: Melanie Denny		Started On: 11/21/2019 07:48 AM
Final Approval Date: 11/21/2019		

Commissioners Court - Regular Session **9.**

Meeting Date: 11/26/2019

2015 Certificates of Obligation

Submitted By: Emmeline Hawkins, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2015 Certificates of Obligation budget transfer to move $470,000 from 2015 CO Non-Departmental (P356) to Inner Loop Annex Modifications (P434).

Background

This was approved in Commissioner's Court on November 19, 2019, agenda item 61.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/19/2019 12:17 PM
Form Started By: Emmeline Hawkins		Started On: 11/19/2019 12:13 PM
Final Approval Date: 11/19/2019		

Commissioners Court - Regular Session **10.**

Meeting Date: 11/26/2019

Consider increase of change funds for the Tax Assessor/Collector's office.

Submitted For: Larry Gaddes **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve an increase of change funds for the Motor Vehicle Departments in Georgetown, Cedar Park and Round Rock to $2,250.00, set up tills for new employees and drive thru lanes.

Background

Our offices must go to the bank at least twice a week for change as the need for $5.00 and $1.00 dollar bills has increased. To have adequate funds available and reduce the number of change order trips, we would like to increase the change funds in Round Rock, Cedar Park, and Georgetown by $500.00 each. We also need to set up $150 tills for each of the three new employees approved for FY 2020. Cedar Park needs an additional $150 till for the drive-thru. Currently, we have one drive-thru till. An additional $150 is requested to increase two $75 drive-thru tills in Round Rock to $150.00 each. With an increase in the change funds, the number of deposits for change orders as well as the bank fees would be reduced.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Change fund breakdown

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/18/2019 10:25 AM
Form Started By: Judy Kocian		Started On: 11/18/2019 10:02 AM
Final Approval Date: 11/18/2019		

Set up tills for new staff 3 X $150	$450.00
Additional Drive-Thru till in Cedar Park – currently only 1 till	$150.00
Increase 2 Round Rock tills from $75 to $150	$150.00
Increase change funds in Round Rock, Cedar Park & Georgetown by $500 each. Adequate funds are needed to avoid multiple weekly change orders and trips to the bank.	$1,500.00
Total Amount Requested	**$2,250.00**

Commissioners Court - Regular Session **11.**

Meeting Date: 11/26/2019

JP 2 Donation 11.26.19

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action on accepting a donation to Williamson County Justice Court Precinct 2 in the amount of $562.50.

Background

An anonymous donation in the amount of $562.50 to the Williamson County Justice Court Precinct 2 for the annual Mentoring Banquet.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/21/2019 09:36 AM
County Auditor (Originator)	Melanie Denny	11/21/2019 09:42 AM
County Judge Exec Asst.	Andrea Schiele	11/21/2019 09:59 AM
Form Started By: Melanie Denny		Started On: 11/21/2019 07:40 AM
Final Approval Date: 11/21/2019		

Commissioners Court - Regular Session **12.**

Meeting Date: 11/26/2019

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 titles changes, position grade changes and any corresponding line item transfers.

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Position Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	11/21/2019 10:46 AM
County Judge Exec Asst.	Andrea Schiele	11/21/2019 12:02 PM
Form Started By: Sharon Graham		Started On: 11/21/2019 08:32 AM
Final Approval Date: 11/21/2019		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Pay Proposal Reason	Effective Date of Change
Comm Court - Grants	Spec Court Prog Coordinator.1902.001100.	15116	$47,818.68	$2,390.96	5.00	$50,209.64	MERIT	29-Nov-19

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0382	0382	001100	382.55	
01	0382	0382	001130		382.55

Department	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
560 Sheriff Office	9924	vacant	n/a	n/a	$16,234.40	no change			Title/Grade reclass change: PT office Spec Sr (B.18) to Admin Tech (B.15). Title/grade change for this reclass is consistent within the department	11/29/2019

* Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **13.**

Meeting Date: 11/26/2019

Justice of the Peace 3 AUGUST 2019 Monthly Report

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

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, August 2019 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

August 2019 - CCP 103

Form Review

Inbox	Reviewed By	Date
J.P. Pct. 3 (Originator)	Cherie Vasquez	11/14/2019 03:46 PM
County Judge Exec Asst.	Andrea Schiele	11/14/2019 03:47 PM
Form Started By: Mary Alcala		Started On: 09/10/2019 08:57 AM
Final Approval Date: 11/14/2019		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of August, 2019.

Evelyn McLean

JUSTICE COURT PRECINCT 3 TEXAS WILLIAMSON COUNTY

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 9th **day of** September **2019, to certify which witness my hand and seal of office.**

Nancy Moneyhon

NOTARY PUBLIC STATE OF TEXAS

NANCY MONEYHON
Notary Public, State of Texas
Expires MARCH 5, 2020
I.D.# 12891724-3

NOTARY PUBLIC
in and for the State of Texas

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **08/01/2019 - 08/31/2019** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFCA3	Arrest/Service Fee - Const. Pct. 3	37.77	8	0.00	0	0.00	0	37.77	8
AFDPS	Arrest Fee - DPS (CCP 102.011)	2,572.34	624	0.00	0	0.00	0	2,572.34	624
AFFPD	Arrest Fee - Florence Police Department (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFJP	Arrest Fee - Jarrell Police Department (CCP 102.011)	20.00	4	0.00	0	0.00	0	20.00	4
AFPW	Arrest Fee - Texas P&W (CCP 102.011)	28.57	7	0.00	0	0.00	0	28.57	7
AFSCPD	Arrest Fee - Southwestern Police Department	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	1,632.97	391	0.00	0	0.00	0	1,632.97	391
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	33,018.49	1,007	0.00	0	0.00	0	33,018.49	1,007
CFINE	County Fine	88,748.95	868	0.00	0	0.00	0	88,748.95	868
CHS	Courthouse Security Fee (CCP 102.017)	2,583.38	1,041	0.00	0	0.00	0	2,583.38	1,041
CHSJC	JP Security Fee (CCP 102.017)	861.03	1,040	0.00	0	0.00	0	861.03	1,040
CJS	Criminal Judicial Support Fee (LGC 103.105)	0.07	1	0.00	0	0.00	0	0.07	1
COLLFEE	Collection Agency Fee	6,767.53	140	0.00	0	0.00	0	6,767.53	140
COPY	Copies	1.00	1	0.00	0	0.00	0	1.00	1
CRFEEOVER	Criminal Overpayment Fee	105.00	2	0.00	0	0.00	0	105.00	2
DDF	Deferred Disposition Fee	2,363.80	24	0.00	0	0.00	0	2,363.80	24
DIS	Dismissal Fee	690.00	70	0.00	0	0.00	0	690.00	70
DSC	Driver's Safety Course Fee (CCP 45.0511(f))	1,707.53	175	0.00	0	0.00	0	1,707.53	175
FNTC1	Child Safety Seat Fine Trauma Center	300.80	5	0.00	0	0.00	0	300.80	5
IDF	Indigent Defense Fee (LGC 133.107)	1,650.67	1,000	0.00	0	0.00	0	1,650.67	1,000
JCTF	Justice Court Technology Fee (CCP 102.0173)	3,444.50	1,041	0.00	0	0.00	0	3,444.50	1,041
JF	Jury Fee	0.76	4	0.00	0	0.00	0	0.76	4
JFR	Jury Reimbursement Fee (CCP 102.0045)	3,301.63	1,001	0.00	0	0.00	0	3,301.63	1,001
JFTA	Jury Failure To Appear	113.14	4	0.00	0	0.00	0	113.14	4
JS	Jury Summons Fee	1.29	4	0.00	0	0.00	0	1.29	4
JTP	Juvenile Truancy Program (CCP 102.0174)	4,304.74	1,039	0.00	0	0.00	0	4,304.74	1,039
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	820.18	986	0.00	0	0.00	0	820.18	986
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	820.19	986	0.00	0	0.00	0	820.19	986
JUSFC	Judicial Support Fund - County (LGC 133.105)	495.22	1,000	0.00	0	0.00	0	495.22	1,000

Payment Report - Fee Code Summary

Transaction Date: **08/01/2019 - 08/31/2019** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JUSFS	Judicial Support Fund - State (LGC 133.105)	4,457.12	1,001	0.00	0	0.00	0	4,457.12	1,001
LT10	Overpayments < $10	7.00	3	0.00	0	0.00	0	7.00	3
MVF	Moving Violation Fee (CCP 102.022)	61.92	723	0.00	0	0.00	0	61.92	723
OMNI	OMNI Fee	484.66	115	0.00	0	0.00	0	484.66	115
OMNIC	OMNI Fee - County	323.14	115	0.00	0	0.00	0	323.14	115
OMNIS	OMNI Fee - State	1,615.73	116	0.00	0	0.00	0	1,615.73	116
SFC1	Service/Arrest Fee - Const. 1	5.00	1	0.00	0	0.00	0	5.00	1
SFC2	Service/Arrest Fee - Const. 2	5.12	1	0.00	0	0.00	0	5.12	1
SFC3	Service/Arrest Fee - Const. 3	45.97	12	0.00	0	0.00	0	45.97	12
SFC4	Service/Arrest Fee - Const. 4	5.00	1	0.00	0	0.00	0	5.00	1
SFMCWV	State Fine - Motor Carrier Weight Violation	240.50	6	0.00	0	0.00	0	240.50	6
SFOC	Service Fee - Out of County	26.82	3	0.00	0	0.00	0	26.82	3
STF	State Traffic Fee (TC 542.4031)	16,502.16	646	0.00	0	0.00	0	16,502.16	646
TCPF	Teen Court Program Fees - Juvenile (CCP 45. 052(g))	2.56	1	0.00	0	0.00	0	2.56	1
TP	Time Payment Fee	1.32	1	0.00	0	0.00	0	1.32	1
TPC	Time Payment Fee - County	530.39	105	0.00	0	0.00	0	530.39	105
TPS	Time Payment Fee - State	1,316.95	218	0.00	0	0.00	0	1,316.95	218
TPWF	Texas P&W Fine	230.35	4	0.00	0	0.00	0	230.35	4
UFA	Uniform Traffic Act (TC 542.403)	1,650.27	641	0.00	0	0.00	0	1,650.27	641
WARC1	Warrant Fee - Constable Pct. 1	309.12	7	0.00	0	0.00	0	309.12	7
WARC3	Warrant Fee - Constable Pct. 3	1,819.11	71	0.00	0	0.00	0	1,819.11	71
WARC4	Warrant Fee - Constable Pct. 4	50.00	1	0.00	0	0.00	0	50.00	1
WCSO	Williamson County Sheriff	174.82	11	0.00	0	0.00	0	174.82	11
WFDPS	Warrant Fee - DPS	243.53	11	0.00	0	0.00	0	243.53	11

Payment Report - Fee Code Summary

Transaction Date: **08/01/2019 - 08/31/2019** Case Categories: **Criminal**
Locations: **JP3** Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	186,510.11	16,289	0.00	0	0.00	0	186,510.11	16,289

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **08/01/2019 - 08/31/2019** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207013 - Due to City of Jarrell	L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell	20.00
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	6,767.53
01-0100-0000-207029 - Florence PD Arrest Fees	L-004-3-01-0100-0000-207029: 01-0100-0000-207029 - Florence PD Arrest Fees	5.00
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	230.35
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	105.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	1,807.79
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	6,445.18
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-3-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	314.12
01-0100-0000-341912 - CRIMINAL FEES/OFFICE, CONST 2	L-004-3-01-0100-0000-341912: 01-0100-0000-341912 - Fees of Office, Crim. Const PCT #2	5.12
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	1,904.14
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-3-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	55.00
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	88,748.95
01-0100-0000-370500 - Miscellaneous Revenue	L-004-3-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	7.00
01-0100-0453-004002 - JP3 Juror Payments	L-004-3-01-0100-0453-004002: 01-0100-0453-004002 - JP3 Juror Payments	113.14
	0100 - General Fund Total:	**106,528.32**
0353 - Teen Court Program Fees		
01-0353-0000-341916 - Teen Court Program Fees	L-004-3-01-0353-0000-341916: 01-0353-0000-341916 - Teen Court Program Fees	2.56
	0353 - Teen Court Program Fees Total:	**2.56**
0360 - Courthouse Security Fund		
01-0360-0000-341150 - COURTHOUSE SECURITY FEES	L-004-3-01-0360-0000-341150: 01-0360-0000-341150 - Courthouse Security Fees	2,583.38
	0360 - Courthouse Security Fund Total:	**2,583.38**
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	861.03
	0361 - JP Security Fund Total:	**861.03**
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	4,304.74
	0367 - JP-3 Truancy Program Fund Total:	**4,304.74**

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **08/01/2019 - 08/31/2019** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	3,444.50
	0372 - Justice Court Technology Fund Total:	**3,444.50**
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	1,640.37
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	33,018.49
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	3,301.63
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	4,952.41
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	2,844.44
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	61.92
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	16,502.16
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	1,650.67
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	300.80
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	2,423.53
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	240.50
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	1,848.66
	0399 - State Agency Fund Total:	**68,785.58**
	Fee Totals for All Funds:	**186,510.11**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **08/01/2019 - 08/31/2019** Case Categories: **Civil**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AB	Abstract	30.00	4	0.00	0	0.00	0	30.00	4
CCFF	Counter/Cross Claim Filing Fee	75.00	3	0.00	0	0.00	0	75.00	3
CCOP	Civil Copies	41.00	13	0.00	0	0.00	0	41.00	13
CERT	Certified Copy	56.50	11	0.00	0	0.00	0	56.50	11
CONT3	Constable Service Fee Pct #3	5,950.00	65	0.00	0	0.00	0	5,950.00	65
EFCR	E-Filing Cost Recovery Fee ($2)	788.00	394	0.00	0	0.00	0	788.00	394
EFF	Electronic Filing Fee	1,660.00	166	0.00	0	0.00	0	1,660.00	166
ISF	Indigent Legal Services Fee	996.00	166	0.00	0	0.00	0	996.00	166
JCF	Civil Filing Fee	3,825.00	153	0.00	0	0.00	0	3,825.00	153
JCTF	Judicial/Court Training Fee Due to State	830.00	166	0.00	0	0.00	0	830.00	166
JURY	Jury Fee	44.00	2	0.00	0	0.00	0	44.00	2
SCFF	Small Claims Filing Fee	225.00	9	0.00	0	0.00	0	225.00	9
TOW	Towing Filing Fee	20.00	1	0.00	0	0.00	0	20.00	1
TRANS	Transcript	10.00	1	0.00	0	0.00	0	10.00	1
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WGAR	Writ of Garnishment	10.00	2	0.00	0	0.00	0	10.00	2
WPOSS	Writ of Possession	45.00	9	0.00	0	0.00	0	45.00	9
WREEN	Writ of Re-entry	25.00	1	0.00	0	0.00	0	25.00	1
WSF3	JP3 - Writ Service Fee	1,500.00	10	0.00	0	0.00	0	1,500.00	10

Payment Report - Fee Code Summary

Transaction Date: **08/01/2019 - 08/31/2019** Case Categories: **Civil**
Locations: **JP3**

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

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	16,135.50	1,177	0.00	0	0.00	0	16,135.50	1,177

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **08/01/2019 - 08/31/2019** Case Categories: **Civil**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341121 - E-Filing Transaction Fee ($2)	L-004-3-01-0100-0000-341121: 01-0100-0000-341121 - E-Filing Transaction Fee ($2)	788.00
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	4,411.50
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	7,450.00
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-3-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	830.00
	0100 - General Fund Total:	**13,479.50**
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-3-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	1,660.00
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-3-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	996.00
	0399 - State Agency Fund Total:	**2,656.00**
	Fee Totals for All Funds:	**16,135.50**

Commissioners Court - Regular Session **14.**

Meeting Date: 11/26/2019

Continuing Education

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

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on recognizing continuing education training of Commissioner Cynthia Long as required in Section 81.0025 of the Local Government Code.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Transcript

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/21/2019 11:41 AM
Form Started By: Kathy Pierce		Started On: 11/21/2019 10:43 AM
Final Approval Date: 11/21/2019		

CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government

Awards This Certificate To

Cynthia Long

For Successfully Completing 17.00 **Hours of Educational Training**

During the

97th Annual County Judges and Commissioners Association of Texas Conference

October 07-10, 2019 Galveston, TX

TEXAS A&M AGRILIFE EXTENSION

Jeff Hyde, Ph.D., Director, Texas A&M AgriLife Extension Service

Peter J. McGuill, Ph.D., Director,V.G.Young Institute of County Government

Robert Johnston, President, County Judges and Commissioners Association of Texas

V.G. YOUNG *Institute of* County Government

COUNTY JUDGES AND COMMISSIONERS ASSOCIATION OF TEXAS

County Commissioner Continuing Education Transcript

Reporting Period: 1/1/2019 - 12/31/2019

Hon. Cynthia Long
Commissioner
Williamson County
350 Discovery Blvd Ste 201
Cedar Park, TX 78613-2254
Phone: (512) 260-4280
Fax:

ID:
216964
Term:
1/1/2018 - 12/31/2019

Date	Description	Earned Hours
1/11/2019	Urban Counties Education & Policy Conference	12.50
10/10/2019	97th Annual County Judges and Commissioners Conference	17.00

Total Hours Earned: 29.50

You have met your 2019 Commissioner Statutory Continuing Education requirement. You will carry forward 8.00 hours to the next reporting period.

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.

Print Date: 11/20/2019

If this report does not agree with your records, please call Administrative Assistant at (512) 482-0701 or (800) 733-0699 or cjca@allison-bass.com

Commissioners Court - Regular Session **15.**

Meeting Date: 11/26/2019

Approval of corrected Worldpay application for Parks

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 the Merchant Processing Agreement between Williamson County and Worldpay Integrated Payments, LLC to provide the processing of credit cards payments for the Parks Department and authorizing execution of the application.

Background

This item was previously approved on 7/30/19, Agenda Item #19. The application that was submitted and signed by the Presiding Officer was an outdated form provided by the vendor. The corrected application form is attached. The amendment included in the original item (copy attached) was correct and will remain in effect.

Background information for the original item was as follows:
The Parks Department goal is to be able to process credit card payments for online facility rentals (Galaxy Software) and onsite for the Splashpad. Both software/hardware use Worldpay Integrated Payments, which provides the gateway for the application. The included amendment is agreeing to invoice Williamson County for fees and payment within 30 days of the invoice.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Application

Amendment No. 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/20/2019 04:49 PM
Form Started By: Randy Barker		Started On: 11/20/2019 01:16 PM
Final Approval Date: 11/20/2019		

worldpay from FIS

Worldpay Integrated Payments
Merchant Processing Agreement
MERCHANT APPLICATION

Merchant Business Information

Merchant Business Legal Name: WILLIAMSON COUNTY PARKS
(as shown on your business income tax return)

Business Name: WILLIAMSON COUNTY *(DBA/Outlet Name)*	Business Website:
Federal Tax ID #: 746000978 *(as shown on your business income tax return)*	Year Business Established:
Type of Goods or Services Sold: GOVERNMENT	Year Acquired by Current Owner:

Physical Address (no PO Boxes)	Mailing Address (if different from physical address)
Address: 710 MAIN STREET STE 105	Address: 710 MAIN STREET STE 105
City: GEORGETOWN	City: GEORGETOWN
State: TX	State: TX
Zip: 78626	Zip: 78626
Phone Number: 512-943-1680	Phone:512-943-1680
Fax:	Fax:

IRS Reporting Verification. *Payment settlement entities are required to report to the Internal Revenue Service the amount of reportable payment card transactions. Annually in January, you will receive a 1099-K providing details of your previous year reportable payment card transactions with a copy being filed electronically directly with the IRS. THE BUSINESS INFORMATION MUST MATCH IRS RECORDS, AND SHOULD AGREE WITH THE INFORMATION LISTED ON YOUR INCOME TAX RETURN. IF YOUR INFORMATION DOES NOT MATCH IRS RECORDS, THE PROCESSING OF YOUR APPLICATION MAY BE DELAYED AND YOU MAY BE SUBJECT TO MANDATORY BACKUP WITHHOLDING AS REQUIRED BY IRS REGULATIONS.*

Disclosure

IMPORTANT MEMBER BANK RESPONSIBILITIES: (1) A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant. (2) A Visa Member must be a principal (signer) to the Merchant Agreement. (3) The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply. (4) The Visa Member is responsible for and must provide settlement funds to the Merchant. (5) The Visa Member is responsible for all funds held in reserve that are derived from settlement.
IMPORTANT MERCHANT RESPONSIBILITIES: (1) Ensure compliance with cardholder data security and storage requirements. (2) Maintain fraud and chargeback below thresholds. (3) Review and understand the terms of the Merchant Agreement. (4) Comply with Operating Regulations. The responsibilities listed above do not supersede the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.
Member Bank Information: Name: Fifth Third Bank, 38 Fountain Square Plaza, Cincinnati, Ohio 45263 (866) 250-9764
Merchant Services Provider Contact Information: Worldpay Integrated Payments, 8500 Governors Hill Drive, Symmes Township, Ohio 45249 1-800-846-4472

Signature:

☒ Name (printed): Title: Date:

Business Profile

Business Type:
☐ Association/Estate/Trust* ☐ Individual/Sole Proprietor* ☐ Publically Traded Corporation* ☐ Partnership ☐ Private Corporation ☒ Government Federal/State/Local*
☐ Limited Liability Company ☐ Non-Profit/Tax Exempt ☐ Financial Institution* ☐ SEC Registered/Other Exempt (i.e. Inv. Advisor/Co, exchange/clearing)*
*exempt from Beneficial Owner requirements on page 2.
If a 501(c)(3) organization or otherwise tax exempt please send your state(s) sales tax exemption certificate(s) and IRS 501(c)(3) determination letter or other IRS affirmation to your sales representative

Seasonal Business: ☒ Yes ☐ No If yes, select the months of operation: ☐ Jan ☐ Feb ☐ Mar ☐ Apr ☒ May ☒ Jun ☒ Jul ☒ Aug ☐ Sep ☐ Oct ☐ Nov ☐ Dec

Market Type:
☐ Retail ☐ Supermarket ☐ Restaurant ☐ E-Commerce ☐ MO/TO ☐ Lodging ☐ Quick Serve ☐ Other

Have you had more than 25 chargebacks within the last 12 months?
☐ Yes ☐ No

% Card Swiped 100 % MOTO _____ % Internet _____

% of Sales that are Business to Business 0

Annual Visa/MC/Discover Sales ($): 500,000 Requested Highest Ticket ($): 1,000 Average Ticket ($): 10.00

The above sales volumes and average ticket $ representations are integral and a condition to the rates and fees set forth in the Price & Equipment Schedule. If your actual sales volumes or average ticket $ are different than the sales volumes or average ticket $ represented above, you understand and agree that your rates and fees may be changed.

Term of Agreement

Initial Term: 1 Year(s). See Sections 1.A and 7.B of the Terms and Conditions for information regarding the Term of this Agreement and Early Termination, including early termination fees.

Designated Account: Bank Account to be used for Credit Card Processing Services:

Bank Name:	Financial Institution 9 Digit Routing Number:	DDA/Checking Account Number:
[redacted]	[redacted]	[redacted]

FUNDS MAY ONLY BE DEPOSITED INTO A BUSINESS CHECKING ACCOUNT. MERCHANT REPRESENTS THAT THE ABOVE BANKING INFORMATION IS CORRECT AND ACKNOWLEDGES, IF NO BANKING INFORMATION IS PROVIDED, MERCHANT WILL BE UNABLE TO PROCESS TRANSACTIONS UNTIL BANKING INFORMATION IS PROVIDED TO PROCESSOR.

☐ By checking this box, Merchant elects to opt out of receiving American Express Marketing Materials. If you have elected for the Marketing Opt-out, you may continue to receive marketing communications while American Express updates its records, and you will continue to receive important transaction or relationship messages from American Express. If you have not elected for the Marketing Opt-Out, your mailing address, phone number, email address, fax number, and/or cell (or mobile) phone number may be used by American Express to send commercial marketing messages, which may include information about American Express products, services and resources.

Cardholder Data Storage Compliance & Service Provider	
Do you use a third party (other than Worldpay) to store, process or transmit cardholder data? ☐ Yes ☒ No Do you store cardholder data? ☐ Yes ☒ No	Primary Service Provider or Software Developer: ACTIVE NETWORK Software used by third party: ACTIVE NETW Version #: MAXENTERPRISE
Have you ever experienced an Account Data Compromise? ☐ Yes ☒ No If yes, provide date of compromise:_____ If yes, have you completed remediation? ☐ Yes ☐ No	

All merchants must comply with the Payment Card Industry Data Security Standard (**"PCI DSS"**). Merchant is required to maintain the security of card data and to comply with the requirements of the PCI DSS. Merchant must validate its compliance with the PCI DSS and provide us with evidence that Merchant: (a) has successfully completed a Self Assessment Questionnaire and scan(s), if applicable, and (b) is compliant with the PCI DSS. We may offer one or more PCI products or services (the **"PCI Program"**) to assist merchants in securing card data and complying with PCI DSS. Information on the PCI Program is set forth in Section 6.G of the Terms and Conditions and the applicable fees for the PCI Program are set forth above in this Merchant Application. All gateway or other vendor supplied software must be compliant with the Payment Application Data Security Standard rules (**"PA-DSS"**).

Authorized Representative and Signer Information			
Authorized Representative/Signer Name (First Name, MI, Last Name):	Date of Birth: **N/A**	Social Security Number: **N/A**	
Street Address (Physical, no PO Boxes): 710 MAIN STREET STE 105	City: GEORGETOWN	State: TX	Zip: 78626
Email:	Years At Current Address: **N/A**	Home Phone: **N/A**	

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. The undersigned entity(ies) and individuals hereby unconditionally authorize us and Member Bank or its agents to: (i) investigate the information and references contained herein, and to obtain additional information about the Merchant and such individual(s) by pulling credit bureau and criminal background checks on the Merchant and its principals, including obtaining reports from consumer reporting agencies on individuals signing below as an owner, general partner, authorized representative, or Guarantor of Merchant, or providing their Social Security Number on the Application (if such individual asks us or Member Bank whether or not a consumer report was requested, we and/or Member Bank will tell such individual and, if we and/or Member Bank received a report, we and/or Member Bank will give the individual the name and address of the agency that furnished it) and (ii) update such information periodically throughout the terms of service of the Agreement.

Beneficial/Control Ownership – ONLY REQUIRED for Partnerships, Private Corporations, Limited Liability Companies, & Tax Exempt Organizations

To help the government fight financial crime, federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of certain legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes. For more information go to, https://www.federalregister.gov/documents/2016/05/11/2016-10567/customer-due-diligence-requirements-for-financial-institutions.

Control Owner - An individual with significant responsibility to control, manage, or direct the legal entity			
Full Name (First, MI, Last):	Date of Birth: **N/A**	Social Security#: **N/A**	
Street Address (Physical, no PO Boxes): 710 MAIN STREET STE 105	City: GEORGETOWN	State: TX	Zip: 78626
☐ Check this box if Control Owner listed above is also a Beneficial Owner, if this box is checked you do not need to relist the Control Owner as a Beneficial Owner below.			

Beneficial Owner #1 – An individual who owns 25% or more of the legal entity			
Full Name (First, MI, Last):	Date of Birth:	Social Security#:	
Street Address (Physical, no PO Boxes):	City:	State:	Zip:

Beneficial Owner #2 – An individual who owns 25% or more of the legal entity			
Full Name (First, MI, Last):	Date of Birth:	Social Security#:	
Street Address (Physical, no PO Boxes):	City:	State:	Zip:

Beneficial Owner #3 – An individual who owns 25% or more of the legal entity			
Full Name (First, MI, Last):	Date of Birth:	Social Security#:	
Street Address (Physical, no PO Boxes):	City:	State:	Zip:

Beneficial Owner #4 – An individual who owns 25% or more of the legal entity			
Full Name (First, MI, Last):	Date of Birth:	Social Security#:	
Street Address (Physical, no PO Boxes):	City:	State:	Zip:

Additional Contact Information			
Name (First, MI, Last):	ALISON GLEASON	Name (First, MI, Last):	
Role:	☒ Authorized Representative ☐ Primary Contact ☐ Manager	Role:	☐ Authorized Representative ☐ Primary Contact ☐ Manager
Phone Number:	512-943-1680	Phone Number:	
Email Address:	AGLEASON@WILCO.ORG	Email Address:	

Authorized Representative: Has full rights to your account including: (i) changing banking information, contacts on account(s), and DBA information, and (ii) may view transactions on the portal and will be an admin on the portal, which grants employee access to the account(s).
Primary Contact: Can view transactions on the portal, call in transaction problems, change contacts on account(s), and change DBA information on all of your accounts. This may be an Accountant or General Manager. This person may also sign for gift card and terminal orders.
Manager: This person may call in transaction problems and view individual store transactions on the website.

Merchant Authorization

- Unless otherwise explicitly stated, all capitalized terms that are used but not defined in this Application have the meanings specified in the Agreement Terms and Conditions. This Agreement is between Worldpay Integrated Payments, LLC ("**Processor**", "**us**", "**our**" or "**we**"), the legal entity or sole proprietor identified on page 1 of this Application (the "**Merchant**", "**you" or "your**"), and the Member Bank named on page 1 of this Application ("**Member Bank**"). Member Bank is a member of Visa, U.S.A., Inc. ("**Visa**"), MasterCard International, Inc. ("**MasterCard**"), and Discover Financial Services, LLC ("**Discover**"). We are a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover.
- No modifications, alterations, or manual changes (including lining out fees, unless otherwise pre-approved and/or pre-designated by us) made to the Agreement will be effective unless we consent to them in a separate writing. This Agreement may be executed in counterparts. A scanned, facsimile, or duplicate copy of this Agreement executed by the parties shall be treated as an original.
- The undersigned individual ("**Signer**") represents and warrants that Signer is authorized to sign on behalf of Merchant and to bind Merchant to the terms of this Agreement. By Signer's signature below on behalf of Merchant, Signer certifies that: (i) Merchant has received a full and complete copy of this Agreement, (iii) Signer has read, understands, and accepts all of the terms and conditions in this paragraph and elsewhere in the Agreement, and (iv) all information provided in this Application is true and accurate.
- You irrevocably authorize us to initiate Automated Clearing House ("**ACH**") debit and/or credit entries from and to the Designated Accounts for all fees, costs, and amounts due to us or payable to you pursuant to this Agreement and ACH rules and regulations. In the event that a credit or debit entry is erroneously initiated, you authorize us immediately to correct such error. This ACH Authorization shall remain in full force and effect until we have collected payment on all fees, costs, and amounts due or which may become due pursuant to this Agreement. The Designated Account(s) may not be changed or altered without thirty (30) days prior written notification to us and the execution of any forms or instruments deemed reasonably necessary by us.
- The acceptance and processing of Merchant Sales Drafts by Member Bank and/or us shall be deemed the consent and execution by us and Member Bank of the Agreement and furthermore shall evidence ours and Member Bank's receipt of and approval and agreement to this Application signed by you. If you do not want to participate in the American Express Program, the applicable Opt Out Box has been marked.
- By signing below, Signer(s), on behalf of the Merchant: (i) agree(s) to be bound by all of the provisions of the Agreement, including the choice of law, jurisdiction, and venue provisions contained in the Terms and Conditions, and (ii) acknowledge(s) Merchant is aware of and must comply with the Rules Summary, and Association Operating Regulations. Signer(s) individually authorize(s) us or our representative to: (i) investigate Signer and/or Merchant by utilizing a third-party credit reporting agency, (ii) share information provided in this Application with third parties for fraud and risk purposes, and (iii) conduct an initial and ongoing comprehensive credit inquiry and/or investigation. In the event we do not approve your application for Services, you authorize us to share any information you have provided in this Agreement with our strategic partners for the possible provision of substantially similar services.
- Point of Sale Authorization: You hereby authorize the below listed point of sale representatives access to sensitive merchant account information to manage and configure your point of sale system functionality and complete installation.
  Your authorized point of sale reseller is: ACTIVE NETWORK Your authorized point of sale developer is: ACTIVE NETWORK

You acknowledge receipt of the "**Merchant Processing Agreement**" also referred to as the "**Agreement**" which consists of this page and the two (2) preceding pages and the accompanying Price and Equipment Schedule (the "**Application**"), and any other applicable amendments, schedules, exhibits, and attachments, including the documents listed below which accompany this Application or are otherwise provided to you via http://info.worldpay.com/vipcontract.html. This Agreement between the parties supersedes all prior agreements or representations between the parties whether written or oral regarding the subject matter of the Agreement. You represent that you have read the Agreement, including the portions contained on the Worldpay agreement website (http://info.worldpay.com/vipcontract.html), and you understand its terms and agree to be bound by them (including terms that we add or amend from time to time without notice and in our sole discretion). Whether or not we have formally approved your Application, your submission of a transaction for processing, whether to us, Member Bank, or our third-party providers, is an expression of your consent to the terms of the Agreement. You can request a copy of the Agreement at any time by contacting a Customer Service Representative at (866) 622-2390 or your Relationship Manager. If you disagree with any terms and conditions set forth in the Agreement, do not accept service or sign this Application.

- Terms and Conditions
- Addendum A – General Services Addendum
- Network Interchange Schedules (as applicable)
- Association and Network Fees Schedule
- Rules Summary
- Privacy Notice

Signature:

☒ Name (printed): Title: Date:

Unlimited Personal Guaranty

In exchange for Processor's and Member Bank's acceptance of this Agreement, the person signing immediately below this paragraph (each a "**Guarantor**") is signing this Agreement as a Guarantor of the Merchant. By signing below, each Guarantor: (i) accepts and agrees to be bound by the Continuing Unlimited Guaranty provisions contained in Section 11 of the Terms and Conditions, and (ii) acknowledges and confirms that Guarantor received and read those Continuing Unlimited Guaranty provisions. The individual signing below authorizes us, Member Bank, and/or either of their representatives to conduct an initial and ongoing comprehensive credit investigation of Guarantor by utilizing a third-party credit-reporting agency.

☒ **WAIVED**, an individual Name (printed): Date:

Home Address (Physical Address Only – No PO Boxes)	Years at Address	Date of Birth	Phone Number

This Application must be returned to Worldpay on or before April 15, 2020

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Worldpay Integrated Payments
Merchant Processing Agreement
PRICE AND EQUIPMENT SCHEDULE

Rates and Fees Schedule

Pricing Type: ☐ *Tiered* ☒ *Interchange Plus*	*Rate*	*Per item*	*Other Services*	*Rate*	*Per item*
Visa/MasterCard/Discover/PayPal Credit	0.15%	$0.06	☐ *Tiered* ☒ *Interchange Plus* PIN Debit		
Visa/MasterCard/Discover Debit	0.15%	$0.06	☐ American Express Direct Program	Set By Amex	
☒ American Express OptBlue® Program	0.15%	$0.06	Existing American Express Account?	☐ Yes ☒ No	
Estimated American Express Volume:			If Yes, Existing American Express SE#:		
EBT			EBT Merchant FNS #:		

If your annual estimated American Express Sales are greater than $1,000,000 you are not eligible for the American Express OptBlue® Program.

☐ By checking this box, Merchant elects to opt out of the American Express OptBlue® Program

The most favorable tiered discount and interchange plus pricing available for each payment plan type including the rates and per item and authorization fees, per transaction type are based upon you complying with all processing requirements as established by the applicable governing authority (i.e., a fully qualified transaction). See the Terms and Conditions for more information regarding non-qualifying surcharges and other fees. Per item fees are calculated per transaction, and rates and other percentage fees are calculated by multiplying the rates or fees and your applicable transaction volume. A list of additional fees/rates can be found below under the heading "Other Rates and Fees" and certain of the Association Fees and Assessments can be found on the agreement website listed on page 3 of the Application.

Where **Tiered** pricing is provided, as indicated above, the fees quoted in the above rates and fees schedule plus Association and Network charged fees and assessments apply, with transactions that are not fully qualified transactions being subject to non-qualified surcharges up to 2.59% and $.10 in addition to the rates quoted. Where **Interchange Plus** pricing is provided and otherwise for Other Services, as indicated above, the fees quoted in the above rates and fees schedule shall apply plus interchange rates and Association and Network charged fees and assessments with transactions that are not fully qualified transactions being additionally subject to higher interchange rates and assessments published by the applicable Associations and Networks plus a fee up to 2.45%. For a complete list of interchange rates for Visa and MasterCard, visit the websites: http://www.visa.com and www.mastercard.com. You acknowledge that interchange rates and Association and Network fees and assessments are subject to change without notice.

Other Rates and Fees

Batch/ACH Fee (per occurrence)	0.00	Retrieval Fee (per occurrence)	2.50	FastAccess™ Funding (per occurrence)[5]	0.00
Voice Authorization Fee (per occurrence)	0.60	Minimum Monthly Discount (per MID)	25.00	Next Day Funding Monthly Fee (per MID)[6]	0.00
Voice AVS Fee (per occurrence)	0.60	Application Fee (per MID)	0.00	Monthly Statement Fee (Per MID)	0.00
Dial Back-Up Fee (per occurrence)	0.10	Account Updater Setup Fee (per MID)[2]	0.00	Non-Sufficient Funds (per occurrence)	15.00
Account Maintenance Monthly Fee (per MID)	0.00	Account Updater Monthly Fee (per MID)[2]	0.00	Monthly Signature Merchant Location Fee (per MID)	0.00
TransForm Tokenization Monthly Fee (per MID)[2] Payment Account Identifier (PAI) Maximum _____	0.00	Account Updater Charge (per valid update)[2]	0.00	TriPOS Setup Fee (per MID)	0.00
		Chargeback Service Fee (per MID)[3]		TriPOS Monthly Fee (per MID)	0.00
Additional Fee per each TransForm Token PAI in excess of PAI Maximum[2]	0.00	Optional Service – Check Commerce ACH Service (per transaction)	$0.02	Store and Forward Monthly Fee (per MID)[4]	0.00
OmniShield Assure Monthly Fee (per MID)[7]	9.95	OmniToken (per tokenization event)[1]	0.00	Technology Gateway Fee (per MID)	0.00
Pay at the Table monthly Fee (per MID)[8]	0.00				

PCI Non-Validation Fee/ Non-Compliance Fee $19.95/Month/MID. For OmniShield Security and other security service terms and information, see Addendum A and the Agreement Terms and Conditions.

[1]See Section 1 of Addendum A for additional terms and information. [2]See Section 3 of Addendum A for additional pricing, terms, and information. [3]See Section 4 of Addendum A for more information. [4]See Section 6 of Addendum A for terms and information. [5]See Section 7 of Addendum A for terms and information. [6]Batch must be closed by 7pm ET. [7]Required for PCI Level 4 Merchants, see Section 1 of Addendum A for terms and information. Includes (dependent upon Merchant Payment Solution): PCI Assist, Breach Assist, Point to Point Encryption, and EMV Support Services. [8]See Section 9 of Addendum A for terms and information. Upon our provision of any services associated with items in this other rates and fee schedule, such additional services will be part of the Services assessed at the amounts listed above or, where no amount is listed, at our then standard rates and fees.

Equipment and Third Party Product and Services Fees

In addition to other amounts owed under the Agreement, you will owe us the following amounts for equipment and the below indicated purchased products and services. You authorize us to debit the Designated Account in the amount of such charges, in accordance with the Terms and Conditions.

Description	Quantity	Per Item Cost or Fee	Other Terms
*Total Cost/Fees			*plus any applicable shipping fees and sales tax.

Shipping Address for Equipment: City: State: Zip:

Terminal Setup Information: Please select the appropriate setup of your equipment. (These settings can be changed after the equipment is deployed if necessary)

Processing Platform: ☒ IP Processing with Dial Backup ☐ Dial Only
Tips enabled: ☐ Yes ☒ No Reporting by Server/Cashier Number: ☒ Disabled ☐ Enabled

PIN Pad needed for Debit or EBT transactions requiring PIN entry
To Receive Funding batch must be settled manually at the end of your business days

Card Verification Methods (CVM):

☒ All – Includes support for Chip+PIN and Chip+Signature (if no CVM is selected this will be the default selection)

☐ Require Signature only** – If this box is selected we will only require signature and will not prompt for PIN on Chip+PIN preferring cards. **Note, if you check this box you may be liable for: (a) chargebacks on lost and stolen cards ; and (b) EMV contactless transactions above $50, with certain card brands.
Not available through all POS systems, contact your POS Provider to determine if your POS System supports this option.

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CONFIDENTIAL

ADDENDUM A – GENERAL SERVICES ADDENDUM TO THE AGREEMENT

This General Services Addendum including all exhibits, schedules and supplemental addenda hereto and all documents and materials referenced herein ("Addendum A") will be an addendum to the Merchant Processing Agreement or Bank Card Merchant Agreement , as applicable, ("Agreement") between Processor, Member Bank and Merchant in accordance with the provisions as set forth in the Agreement. If there is a conflict in the terms or pricing provided in this Addendum A and the pricing or terms in any price schedule or amendment otherwise contained in the Agreement, the pricing or terms contained in the Agreement, without reference to this Addendum A, will control.

1. Security Services.

a. Terms and Conditions.
(i) OmniShield – generically refers to Processor's multiple security and risk products and services that collectively are meant to help merchants address payment fraud, data security, compliance and financial loss risks. OmniShield products and services are available to purchase through OmniShield Assure

(ii) Merchant Risks – refers to the four, major risk areas associated with accepting, transporting and storing cardholder data

- Fraud – The use of a lost, stolen or counterfeit payment card by an unauthorized user that may result in additional merchant liability
- Data Security – The ability to convert clear, PCI sensitive payment data into a surrogate, PCI non-sensitive value that if captured by an unauthorized user cannot be used to commit fraud against the original cardholder
- Compliance – The ability to handle PCI sensitive payment card data in alignment with appropriate network rules and PCI standards
- Financial Loss – The potential impact of a merchant failing to address Fraud, Data Security and/or Compliance requirements (e.g., fines, fees, remediation costs, lawsuits, etc.)

(iii) OmniShield Assure – A required service offering for PCI Level 4 merchants and is limited to PCI Level 4 merchants only and bundles together all the following security and risk products and services:

- PCI Assist
- Breach Assist
- EMV Support Services
- Encryption

Additionally, Card Not Present PCI Level 4 merchants may also select and buy separately:

- Tokenization
- eProtect (eProtect requires Tokenization to also be enabled)

(iv) PCI Assist – PCI Assist is a set of streamlined online tools to help merchants achieve, maintain and track PCI compliance. PCI Assist helps clients review PCI DSS compliance requirements and complete their Self Assessment Questionnaire (SAQ) and, as recommended, conduct periodic vulnerability scans of their network. PCI Assist is required for SAQ merchants to report their compliance status to Processor.

(v) Non-Validation Fee (NVF) / Non-Compliance Fee (NCF) – In alignment with Section 6(G) of the Agreement Terms and Conditions, Merchant is responsible for demonstrating compliance with PCI DSS programs. Failure to report compliance validation status or reporting a failed status to Processor will result in a NVF/NCF being assessed. Active merchants will have a 60-day grace period to validate and report compliance validation status. Merchant's compliance validation and reporting status will be evaluated monthly. This fee will only be assessed if the Merchant has failed to report the status or has reported a failed status and will not be assessed once Merchant meets compliance requirements.

(vi) EMV Support – Europay, MasterCard, and Visa ("EMV") is a set of global standards for credit, debit and contactless card payments. EMV chip cards help prevent in-store fraud and are nearly impossible to counterfeit. Starting October 1, 2015 merchants who have not made the investment in chip-enabled technology may be held liable for card-present fraud. EMV acceptance requires an EMV enabled standalone terminal or POS system. Processor is enabled to process in-store EMV transactions to help reduce fraud liability.

(vii) EMV Non-Enabled Fee - The EMV Non-Enabled Fee is applicable if Merchant does not have EMV enabled equipment and/or software. The EMV Non-Enabled Fee is determined based on the chargeback liability risk of Merchant's MCC as determined by Processor. Transactions will be evaluated monthly at the MID level and assessed at the chain level when applicable. This fee is based on the gross sales amount of each card present transaction.

(viii) Breach Assist – In the event Merchant is enrolled in the Breach Assist Program ("BAP") offered by Processor through OmniShield or otherwise, the indemnification required by Merchant under this Agreement will only be reduced by amounts up to the limits set by the service provider that are actually recovered by Processor in connection with the BAP and only to the extent that such amounts are specifically related to a data breach involving solely Merchant. The limited indemnity waiver provided by the BAP will not cover all the costs associated with a data breach. The specific terms and conditions of the BAP are available for Merchant to review at www.RoyalGroupServices.com/breach-assist/ or by contacting a customer service representative at 1-800-393-1345.

(ix) Encryption – Encryption is a two-part service offering designed to: (i) encrypt (make unreadable) PCI sensitive payment data at the origin of the payment transaction and, (ii) decrypt payment data information at the destination of the transaction. Processor's service offering availability requires alignment between the encryption technology deployed within the Merchant's terminals and the decryption technology hosted by the service provider, which may require the use or upgrading of certain terminals and/or equipment or new message specifications (which will be at Merchant's sole expense) and may not be supported on all terminals/equipment.
Merchant acknowledges and agrees that encryption functionality is required and may require Merchant to license encryption technology from appropriate third party provider or authorized reseller and that said licensed functionality may incur fees in addition to those set forth herein. Merchant also acknowledges that provision of Processor's service offering to Merchant may require a corresponding decryption technology license and that Processor's service offering is subject to availability of required decryption license from applicable third party provider. Upon reasonable notice, Processor maintains the right to cease, modify or enhance providing the service offering without penalty and will use commercially reasonable efforts to offer a substitute service if applicable.
The value proposition associated with encrypting and decryption payment data (i.e., affects to Merchant's risk and compliance requirements) is affected by where the payment data is encrypted, the terminal type used for encryption, and the location where the payment data is decrypted. Processor has identified three different Encryption service offerings:

- Card Data Encryption – risk reduction, no scope reduction
- Point to Point Encryption – risk transference and scope reduction in alignment with PCI QSA evaluation
- Validated Point to Point Encryption – risk transference and scope reduction in alignment with PCI guidelines for PCI listed P2PE solutions

Point to Point Encryption assumes: (i) Payment data is encrypted within a PCI-PTS certified Secure Cryptographic Device (SCD), using a NIST defined strong encryption algorithm, with encryption keys that were generated and handled in alignment with X9 standards and (ii) Encrypted payment data is only decrypted by Processor within Processor's data systems.
Payment data information protected by the encryption service offering may include Track 1 or Track 2 data, obtained through a magnetic card swipe read, or PAN Data, obtained through manual entry directly into the SCD. The encryption service offering applies only to transactions that were encrypted and sent by the SCD to Processor's authorization and settlement systems pursuant to the Agreement. Supported transactions include, but may not be limited to, those associated with credit (signature), debit (signature) and debit (PIN).

(x) eProtect – eProtect is a two part service designed to (i) capture payment data information from a given webpage using embedded Card Not Present eCommerce Data Security technology and, (ii) submitting the card data to a Processor hosted Card Not Present eCommerce Data Security server to exchange the card data for a Registration ID / Low Value Token before the data is transmitted back to the Merchant's eCommerce website. Merchant acknowledges and agrees that it will acquire said Card Not Present eCommerce Data Security functionality from the Processor and is responsible for all development effort necessary to embed said technology as appropriate within one or more Merchant web pages. Information protected by the Card Not Present eCommerce Data Security Service includes Primary Account Number (PAN) Data manually entered into any webpage that includes embedded Card Not Present eCommerce Data Security technology. The resulting Registration ID / Low Value Token must subsequently be submitted to the Processor's processing systems within a configurable timeframe to facilitate the exchange of the Registration ID / Low Value Token for a High Value, Multi-Use Tokenization (see Tokenization Service). Merchant acknowledges that provision of the Card Not Present eCommerce Data Security services to Merchant is subject to Merchant completing integration and certification efforts with Processor. Merchant acknowledges that eProtect will result in Merchant automatically being enrolled in Processor's Tokenization service.

(xi)Tokenization - Tokenization is a service in which cardholder PAN data, once received by the Processor, is replaced with a surrogate ("Token") value. Deliverables of the Tokenization service include; (1) the creation of tokens and (2) the recognition and use of a Processor issued pre-existing token to support all post authorization transactions with the Processor, which includes initiating a new authorization with a token value. Data necessary to convert tokens back to PAN data will be maintained in Processor's systems. Merchant access to the Tokenization service requires integrating and certifying systems to token services using Processor's appropriate message specification. Message specifications are limited to those that exist in Processor's current Service offering. The Parties agree that the scope of the Tokenization service does not include the certification or systematic configuration of third parties or firmware licensing as selected by the Merchant to support Tokenization services. The processor has identified the following types of Tokenization services.

- OmniTokens are tokens generated in such a way as to retain some of the digits of the original card value, be format preserving (i.e., length preserving and character set preserving), and be consistent across numerous requests (i.e., the same card value will result in the same token value in the context of a given merchant). OmniTokens are not limited to a specific platform and can be used interchangeably between processor's different platforms.
- mTokens are tokens generated in such a way as to be unique for each given transaction and format non-preserving. The link between a card value and an mToken is indirect in that the mToken references a given transaction, which in turn references a given card value. Note: mTokens are limited to

transactions processed through processor's S1 platform only.

- eTokens are tokens generated in such a way as to be unique for each given transaction and format non-preserving. eTokens are used as an index value into processor's data vault, which subsequently stores the associated card value Note: eTokens are limited to transactions processed through processor's Express platform only.

Non-Standard, GUI and Batch Tokenization are separate and unique service offerings and respective fees will be quoted to Merchant for the use of each service.

- "Standard Tokenization" is provided on a per transaction basis in-line with each authorization request
- "Non-Standard Tokenization" is provided as separate "non-authorization" message to the Processor that results in a token being generated and returned outside of a purchase transaction
- "Graphical User Interface (GUI) Tokenization" is provided for Merchant operations personnel with appropriate credentials to convert or revert card values and tokens via Processor provided product interface(s).
- "Batch Tokenization" / "Batch Detokenization" is provided as a file based service to support the mass conversion of any existing store of cardholder data, and will mean the process of receiving a file that includes multiple values, performing the tokenization / detokenization process as appropriate for each value and returning a response file that includes the corresponding appropriate value.

Upon Tokenization services termination, Merchant will have 90 days to request, via written request to Processor, a Batch De-Tokenization of the Merchant's token store, located within the Merchant's systems. For purposes herein, Batch De-Tokenization will mean the process of the Processor receiving a file from Merchant that includes multiple token values, Processor performing the de-tokenization process for each token value and Processor returning a response file to Merchant that includes the corresponding card values for each token. After 90 days, Processor will no longer be responsible for maintaining the data necessary to De-Tokenize Merchant's token store or able to guarantee availability of data. Upon mutual agreement, Processor may offer the Merchant De-Tokenization Data Management Services under a separate agreement to support the token store after the termination of the current agreement supporting Tokenization services.

(xii) Security Services – Merchant may utilize OmniShield products and services ("Security Services") in conjunction with services provided wholly or partially by a third party with the support and agreement of Processor. Merchant bears all risk and responsibility for conducting Merchant's own due diligence regarding the fitness of Security Services for a particular purpose and for determining compliance with the Bank Rules, the Operating Regulations, and the Laws. Accordingly, Merchant's use of Security Services is at Merchant's own risk. Processor's decision to offer Security Services will not limit Merchant's duties and obligations contained in this provision or the Agreement. Processor does not warrant or guaranty that use of the Security Services , in itself, will: (i) result in Merchant's compliance with Bank Rules, Operating Regulations, and/or Laws; (ii) prevent any and all unauthorized breaches of your terminals, systems or facilities; or, (iii) be uninterrupted or error-free. Merchant agrees that it will not acquire any interest in (ownership, intellectual property or otherwise) in any of the third party provider software used to provide the Security Services. Merchant will not, and will have no right to, own, copy, distribute, sub-lease, sub-license, assign or otherwise transfer any portion of such third-party provider software used to provide the Security Services or any materials provided by Processor or to modify, decompile, or reverse engineer any such software, materials, or the Services.

(xv) triPOS® Service - The triPOS® Service is a turnkey, EMV certified payment processing application designed to process transactions that is compatible with the Processor's processing platform and helps reduce the scope of Merchants' PCI-DSS with P2PE and tokenization technology.

b. Pricing

(i) OmniShield Assure (see below footnotes 1 and 2)	See application
(ii) PCI Assist (see below footnotes 1 and 3)	Quoted
(iii) P2PE(see below footnote 1)	Quoted
(iv) eProtect (see below footnote 1)	Quoted
(v) OmniToken™ (see below footnote 1)	Quoted
(vi) Vault™	See application
(vii) PCI Non-Validation Fee (see below footnote 4)	See application
(viii) EMV Non-Enabled Fee	
Low Risk	0.05% of the gross sales per month
Moderate Risk	0.15% of the gross sales per month
High Risk	0.27% of the gross sales per month
(ix) triPOS™ Service	See application

Footnotes to above Section 1(b).

1. Pricing provided as a separate attached quote or for level 4 merchants on the Application
2. Required by and available only to PCI Levels 4 merchants.
3. Required by merchants using an PCI DSS SAQ
4. Assessed only if merchant fails compliance validation or fails to report compliance validation

2. Electronic Benefits Transfer ("EBT") Services.

The Financial Management Services ("FMS") of the U.S. Department of Treasury, and/or various of the EBT Program State(s)/Alliance(s), have entered into agreement(s) with third party processor(s) (collectively and individually, "Contractor") to manage the EBT Program(s) implemented by FMS and/or the EBT Program State(s)/Alliance(s).

Processor has entered into agreements with one or more Contractors (collectively and individually "Processor Agreement") which permit Processor to be an acquirer processor in certain of the EBT Programs.

Acquirer Services will mean the data processing systems and procedures provided by Processor to facilitate Merchant's participation in the EBT Program(s). In the event Merchant receives any of the Acquirer Services or otherwise participates in any of the EBT Programs, Merchant agrees to the following obligations which are in addition to Merchant's obligations in the Agreement and in addition to any other obligations in the Operating Rules relating to the EBT Program(s) and/or Acquirer Service(s), as they may be amended from time to time.

1. Merchant will be solely responsible for obtaining a copy of the then current Operating Rules for each EBT Program in which Merchant elects to participate from the applicable Contractor, EBT Program State/Alliance, FMS or Processor, no less than 30 days prior to the commencement of Merchant's participation in each such EBT Program. Merchant agrees to abide by and fully comply with the documentation as may be in effect from time to time, and to perform and fulfill any and all obligations and responsibilities, and discharge any and all duties and liabilities relating to Processor, Contractors or retailers to which it may be subject in accordance with such documentation or other rules or regulations adopted by Contractor(s), FMS or the EBT Program States/Alliances, or which may arise in any other manner or from any other source related to the Acquirer Services or the EBT Program(s).

2. Merchant will provide personnel, one of whom will be a management level technical interface person, to monitor, oversee and maintain its devices participation in the EBT Program(s). This personnel will also be responsible for monitoring Merchant's compliance with documentation, including but not limited to, each EBT Program's procedures and requirements applicable to Customer and its processor and for ensuring Merchant fulfills all of its responsibilities in connection with its participation in each EBT Program.

3. Processor will make available to Merchant activity files of its EBT Program transactions in a Processor format, unless similar information is provided by Processor through other services provided to Merchant.

4. Processor will not provide: (i) routing of activity files received from Contractor(s) to Merchant; or (ii) any other files or reports not specifically described above. Merchant will be responsible for, and agrees to pay Processor, all telecommunications fees, assessments and related expenses in connection with Processor establishing and maintaining a link with each Contractor in order to provide Acquirer Service to Merchant. Processor may allocate such fees, assessments and related expenses in such manner as it deems advisable in its sole discretion.

5. Merchant agrees to allow the auditors of Processor, Contractor(s), FMS or the EBT Program State(s)/Alliance(s), to review the files held and procedures followed, and inspect the facilities used, by Merchant in connection with the Acquirer Services or the EBT Program(s). Processor may be required to perform on-site inspections of Merchant's premises and Merchant agrees to be responsible for Processor's out-of-pocket expenses and its standard fees for the time spent by Processor's personnel (which will be assessed at Processor's then current Standard Hourly Rate) in conducting such on-site inspections.

6. Merchant agrees to immediately notify Processor and the applicable Contractor in writing of any changes in the goods and services for which EBT Program cards are accepted as payment from participants in the applicable EBT Program.

7. Merchant authorizes Processor to provide Contractor(s), FMS and/or the EBT Program State/Alliance with such information about Merchant, as requested or required according to the Processor Agreement(s), the Retailer Agreement(s), the Operating Rules or the other documentation, or as may be required to participate in the EBT Program(s).

8. Merchant agrees to take all steps necessary to settle with Processor for EBT Program transactions involving Merchant's terminals in accordance with Processor's standards and documentation; and Merchant will be responsible for making any necessary reconciliation or adjustments in accordance with the documentation. Processor will provide Merchant standard Processor reports for the services provided to Merchant. Merchant will always maintain an open checking account at a financial institution which Processor or its agent can access through the Federal Reserve's Automated Clearing House ("ACH") system. Merchant authorizes Processor and its agents to debit and/or credit the account to settle any and all amounts due under the Agreement and any Addenda including, but not limited to, processing fees and transaction settlement. Unless otherwise agreed to in writing by Processor, Merchant will be treated as one settlement endpoint with respect to all transactions processed by Processor using Acquirer Services. Merchant will always maintain the account with sufficient cleared funds to meet its obligations under this Agreement. In the event Merchant desires to change the account or the financial institution where the account is located, Merchant will give Processor at least 30 days prior written notice of any such change.

3. TransForm® Tokenization Services.

a. TransForm Tokenization. In addition to the terms of the Agreement, these TransForm Tokenization Service terms apply to Merchant's use of the Account Updater Service and TransForm Tokenization Service to store authorized customer billing

information for recurring transactions and may be provided by Processor and one or more affiliates of Processor.

b. Definitions. The following terms when used in this Agreement will have the meanings set forth in this section:

i. "Account Updater Service" means a service provided through the Associations that enables Merchants to determine if a cardholder's account number has been updated by the cardholder's issuer, provided that the cardholder's issuer is a participant in the Account Updater program. The availability or functionality of the Account Updater Service may be modified by the Associations or Processor's acquiring bank upon notice to Merchant.

ii. "Authentication Data" means the full magnetic stripe data, the CVV2/CVC2/CID and the PIN or PIN block located on credit cards and debit cards.

iii. "PAD" means payment account data, including but not limited to credit and debit card account data, expiration month and year, cardholder name, checking account number, and customer bank routing information.

iv. "PAI" means Payment Account Identifier. PAI is a unique identifier that is assigned by Processor that references a payment account record.

v. "TransForm® Tokenization Service" means the Processor service designed to move Merchant's customer cardholder data offsite to Processor's PCI DSS compliant storage facility. Processor's servers create and then return a unique PAI to the Merchant's software application. Encryption is used to protect cardholder data while in transit. Using the PAI, Merchant can bill a card on file and/or schedule automatic payments, enabling the Merchant to securely process transactions from payment account records.

c. Pricing. The rate and fees set forth in the Application for TransForm Tokenization and Account Updater apply. Processor will charge Merchant the monthly fee set forth in the Application per MID for its use of the TransForm Tokenization Service.

i. TransForm Tokenization Service Storage Fees. Merchant agrees to pay Processor the TransForm Tokenization fixed monthly fee listed in the Application which, if not listed is $30.00, per MID provided that the total PAIs stored for such MID does not exceed the PAI Maximum per month (the "PAI Maximum") which such PAI Maximum is listed in the Application which, if not listed is 500. Should the total PAIs stored in any month for such MID exceed the PAI Maximum, Merchant agrees to pay the additional fee listed in the Application which, if not listed, is $0.09, per each PAI stored in such month for such MID in excess of the PAI Maximum.

ii. Account Updater Service Pricing. Merchant agrees to pay Processor the Account Updater setup fee, fixed monthly fee, and updater fee listed in the Application which amounts, if not listed in the Application, are respectively $99.00, $30.00, and $0.80. Merchant may terminate receipt of the Account Updater Service at any time upon 30 days prior written notice to Processor without further liability for the Account Updater Services other than for charges incurred but unpaid as of the effective date of such termination. Processor will charge Merchant the one-time set-up fee per Merchant identification number ("MID"), a fixed monthly charge per MID, and a charge per valid update for use of the Account Updater Service. The set-up fee is applied upon the start or re-start of Account Updater Service for each MID. A "valid update" is as an update in which a match for the cardholder's account number is made and either; (i) a new account number is provided, (ii) information that the account has been closed is provided, (iii) a new expiration date is provided, or (iv) a "contact cardholder" message has been provided.

d. Term. These TransForm Tokenization terms will run coterminous with the Merchant Processing Agreement. Processor may additionally terminate provision of the TransForm Tokenization Services on 30 days prior written notice to Merchant for any or no reason; or immediately (a) if Merchant is in material breach of its obligations under the Agreement, including these TranForm Tokenization terms, (b) in order to comply with applicable law or requests of governmental, administrative or judicial authorities, or (c) if Processor reasonably believes that continuing to provide the TransForm Tokenization Service to Merchant could create a substantial economic or technical burden or material security risk for Processor.

e. Access to Information After Termination. Upon termination of Merchant's use of the TransForm Tokenization Services and within five business days of agreement between the parties on the means of transfer and after Merchant's payment of the data retrieval fee based on the number of Merchant's stored records as set forth in the table below, Processor will provide a data file including all stored records to a PCI DSS compliant facility designated by Merchant. The data retrieval fee will be calculated cumulatively so that all stored records will be billed at the same lower fee per record once a higher volume tier is reached. Records may only be provided to a PCI DSS compliant facility with file format and encryption requirements to be determined in Processor's reasonable discretion.

STORED DATA	DATA RETRIEVAL FEE
1 - 5,000 PAI's	$2,000 (minimum data retrieval fee)
5001 - 250,000 PAI's	$0.40 per stored record
250,001 - 500,000 PAI's	$0.35 per stored record
500,001 - 750,000 PAI's	$0.25 per stored record
750,001+ PAI's	$0.20 per stored record

f. Communication Methods. Merchant will establish and maintain secure data communication connections and will transmit data to Processor in the format required by Processor.

g. Use of TransForm Tokenization. Merchant will immediately update PAD upon additions, deletions, and changes to the underlying data. Merchant will create, delete, and query payment account records in accordance with instructions provided by Processor.

h. Use of Account Updater. Merchant must have an existing relationship with the cardholder in order to make an inquiry using the Account Updater Service and hereby agrees to comply with the Merchant requirements of the Account Updater terms of use as set forth in the Operating Regulations. The Account Updater Service may not interface with third party software or third party services, if Merchant uses third party software or a third party service to process recurring transactions then Merchant understands and agrees that Merchant may be required to make manual updates to recurring transaction information based on Account Updater Service updates.

i. Disclaimer of Warranties. The TransForm® Tokenization Service is being provided to Merchant by Processor "as-is" and without any warranty of any kind. Processor disclaims any express or implied warranty, including but not limited to implied warranties of merchantability, non-infringement, or fitness for a particular purpose.

j. Indemnification. In addition to the indemnification obligations of Merchant under the Terms and Conditions to the Agreement, Merchant agrees to indemnify, defend and hold harmless Member Bank and Processor, its employees, officers, agents, shareholders, representatives and directors from any and all fines, penalties, losses, claims, expenses (including attorney fees and the allocable costs of in-house counsel), or other liabilities resulting from or in connection with; (i) Merchant's use of the TransForm Tokenization Service, (ii) Merchant's storage of any cardholder data, or (iii) Merchant's breach of the herein TransForm Tokenization terms.

k. Limitation of Liability. In addition to Processor's limits of liability set forth under the Terms and Conditions to the Agreement, under no circumstances will Processor be liable to Merchant or any third party for any indirect, special, incidental, consequential, punitive, exemplary or multiple damages arising out of or related to Processor's provision of the TransForm Tokenization Service hereunder, regardless of the legal theory on which such claim is based (whether based in contract, tort, warranty, strict liability, negligence, or any other legal theory), even if Processor has been advised, knew, or should have known of the possibility of such damages (which include, but are not limited to, loss of profits, revenue, savings, software, data or goodwill, the claims of third parties, and/or injury to persons or property). The parties expressly agree that the total liability of Processor (including, without limitation, for Processor's performance or the failure of such performance hereunder, or for any breach hereof) will be exclusively limited to an amount equal to the aggregate TransForm Tokenization service fees actually received by Processor from Merchant during the one month period ending on the date on which the event giving rise to the claim for damages occurred. Merchant accepts the restrictions on its right to recover additional damages as part of its bargain with Processor, and Merchant understands and acknowledges that, without such restrictions, the consideration for the services provided hereunder would be higher.

4. Chargeback Service Fee.

The below tiered Chargeback Service Fee shall apply to Merchant. Beginning on the Effective Date the Chargeback Service Fee will be charged monthly per MID at the below Tier 1 amount and thereafter, on a semi-annual basis, which first such semi-annual period may be less than six (6) months, Merchant's highest annual number of chargebacks within the term of the Agreement, shall determine the applicable monthly fee tier assessed. In the event Merchant has twenty-six (26) or more chargebacks in any annual period, thereafter Merchant will be charged $25.00 per chargeback, in lieu of a monthly fee. If Merchant has less than twelve (12) months of transaction history with Processor, Merchant's actual number of chargebacks will be annualized in the above semi-annual reviews to determine the below applicable tier. Notwithstanding the foregoing, if Processor at any time, in its reasonable discretion, believes that Merchant will have twenty-six (26) or more chargebacks in any annual period, upon notice to Merchant, Processor may charge Merchant a fee of $25.00 per chargeback, in lieu of a monthly fee.

Tier	Annual Number of Chargebacks	Monthly Fee
1	0	$10.00
2	1-2	$15.00
3	3-4	$20.00
4	5-8	$25.00
5	9-12	$30.00
6	13-17	$40.00
7	18-21	$45.00
8	22-25	$50.00

5. Additional Services or Expenses.

Merchant agrees that Processor may charge Merchant for any non-specified service it provides Merchant ("Additional Service") or expense it incurs on behalf of Merchant ("Additional Expense") any time after Merchant's initial receipt of the same, and Merchant agrees to pay for such service (at Processor's standard fees in effect from time to time) or expense in accordance with this Agreement. Merchant acknowledges and agrees that it will notify Processor in writing and in accordance with the notice provisions of the Agreement in the event Merchant does not want the Additional Service and that such written notice will be sent to and actually received by Processor within 90 days of Merchant's first receipt of the Additional Service ("Additional Service Cancellation"). Merchant will not dispute, and will be unconditionally obligated to pay for, any Additional Service fees for which Merchant has not provided and Processor has not actually received an Additional Service Cancellation in accordance with the foregoing and any Additional Expense.

6. Store and Forward Service.

The Store and Forward service is a secondary, offline option of credit card acceptance enabled typically in the event of internet connectivity down-time. Store and Forward may be applicable as a temporary solution for businesses needing to accept payments in environments without access to the internet, such as trade shows or farmer's markets. Optionally, businesses sometimes elect to process offline transactions with a working internet during times of peak business demand. When Store and Forward is enabled, it

allows merchants to store transactions offline until either internet connectivity has been restored or the business need subsides. Offline transactions are then forwarded to Processor for a valid card issuer authorization. From the cardholder's perspective, the transaction flow is unchanged, yet the important distinction for the merchant is that the transaction is not authorized in real time and may in fact decline when forwarded. Where there are benefits to this functionality in maintaining transaction up-time especially during times of internet uncertainty, there are also risks and an assumption of liability by you which need to be carefully considered as set forth below in this section. You understand and agree that use of the Store and Forward Services is dependent on the point of sale system configuration and capabilities for the processing of such service transactions which you are solely responsible. Further, with regard to the Store and Forward services, it is important that you and your point of sale service providers and integrated software vendors understand and agree that there are inherent risks when not obtaining an authorization at the time of the transaction and those risks, between you and us, rest solely on you. Transactions processed via Store and Forward are high risk and may be declined, error out, or otherwise fail to process when forwarded to us. When enabling Store and Forward, you accept full liability for all transactions, whether or not an authorization approval code is received, including loss of revenue due to declined or failed transactions, chargebacks, and losses, fees, fines, and penalties related to transactions processed via the Store and Forward application. Further, we are not liable to you in the event the transaction data is not stored within the point of sale device for any reason. We make no warranty, expressed or implied, with respect to servicing, processing, or acceptance of Store and Forward transactions and you assume all liability when using or otherwise accepting to process in a Store and Forward/offline manner.

7. FastAccess™ Funding Service.

a. FastAccess™ Funding Program Services. The FastAccess funding program provides accelerated funding of Merchant's card transactions, typically between two and five hours after settlement of Merchant's credit and debit card transactions, by way of Original Credit Transaction ("OCT") through VisaNet or Maestro which permits Processor through Member Bank to initiate credits to a designated Visa or MasterCard debit card account that Merchant will be requested to provide (the "FastAccess Services"). Prior to using the FastAccess Services Merchant must provide Processor a debit card account in a PCI compliant manner. The debit card account designated by Merchant must be a U.S. issued debit card with an institution that is enabled for OCT transactions. Merchant authorizes Processor to initiate a zero dollar authorization to such account as part of the establishment of Merchant's use of the FastAccess Services.

b. Pricing. The fee for the FastAccess Services is listed on the Application and charged on a per occurrence/deposit basis. If no fee is listed on the Application then Merchant will be charged Processor's then standard rate for the use of the FastAccess Services.

c. FastAccess Services Terms, Conditions and Limits. The FastAccess Services are part of the Services under the Merchant Processing Agreement and subject to the terms and conditions of Merchant's use of Services under the Merchant Processing Agreement as well as the terms, restrictions, and condition in this Addendum A which include those listed below:

i. Limits. The per transaction limit applicable to the FastAccess Services is $15,000.00. Daily limits also apply.

ii. Limitations on Availability of FastAccess Service. FastAccess Services is not supported by all Card issuers.

iii. Changes to or Removal of Attributes, Requirements, and Functionality. Visa, Maestro, and Processor may at any time change or remove any of the attributes, requirements, and functional specifications related to the OCT and FastAccess funding program or withdraw such services entirely.

iv. Default Settlement and Suspension of Service. Transactions that do not meet the requirements, exceed the limits, or are otherwise not settled via the FastAccess Services shall route your settlement via the normal ACH Card transaction settlement solution under the Services. The trigger of certain limits or limitations may suspend the use of the FastAccess Services.

d. Disclaimer and Limitation of Liability. Merchant understands and agrees that the disclaimer of warranties and limitation of liabilities applicable to Processor and Member Bank set forth under the Merchant Processing Agreement apply to the herein FastAccess Services and neither Processor nor Member Bank shall be liable to Merchant for any loss, delay, error, interruptions or damage of any kind or character, whether direct, indirect or consequential, resulting from the use, delay, inoperability, or other failure of the FastAccess Services.

8. Virtual Terminal Service.

Processor's Virtual Terminal Service (the "VT Services") is an enhancement to Processor's Online Reporting Services. Merchant acknowledges and understands that the VT Services allow Merchant to effectuate Card transactions within the Online Reporting Services application in accordance with Processor's standards and procedures. Merchant shall be solely responsible for all authorized or unauthorized use of the VT Services arising out of or related to Merchant's use of the VT Services including but not limited to unauthorized transactions initiated via the use of Merchant's User ID's. Merchant acknowledges that use of a software application that has connectivity to the Internet poses an increased risk, and Merchant assumes all liability for such risks. Merchant warrants and represents to Processor that it has implemented and will maintain secure systems for use of the VT Services and the transmission of information to Processor. Merchant further acknowledges and agrees that Processor's only obligation will be to make the VT Services available on Processor's system in accordance with Processor's then-current standards. Merchant acknowledges and agrees that Processor's Online Reporting Services are required for use of the VT Services and that Processor's standard terms, conditions, and fees associated with the Online Reporting Services shall be and remain in effect. Merchant shall pay the following fees to Processor for the VT Services in addition to Processor's fees for the Online Reporting Services:

i) Program Setup Fee	up to $150.00
ii) Monthly Usage Fee:	up to $30.00/month
iii) Transaction Fee	up to $0.08/transaction*

*This fee is in addition to all other applicable fees and charges for a transaction.

9. Pay at The Table. Pay at the Table service enables mobility and line busting advantages to EMV transactions and tableside payments. This service uses functionally enabled Wi-Fi or BlueTooth PIN Pads and an updated queuing technology between the device (s) and your point of sale system. This queuing feature allows you to use one device to many POS workstations or multiple devices to a single POS workstation.

10. eWIC. eWIC service is an electronic benefits program under the USDA's Food and Nutrition Service specially designed as a supplemental nutrition program for women, infants and children (WIC). The federal WIC program combines State approved food benefits used by eligible consumers in participating States and Tribal Member agencies. A State issued eWIC EBT card replace the historically used vouchers/checks. In order for you to process WIC, Processor's eWIC program enables your POS developer to certify your POS solution to Processor and your State specifications. eWIC services are subject to applicable federal and state rules, regulations and laws. Merchant agrees to to pay the monthly fee listed in the Application which, if not listed is $5.00, per MID

11. Online Reporting Services and Fees. Upon Merchant's written request and acceptance of the same by Processor, Processor will allow access to Processor's proprietary and confidential Direct, Direct Express, or iQ service (collectively "Online Reporting Services Services") whereby Processor makes available Processor's data base of Merchant's activity. Processor's Online Reporting Services are subject to change without notice and will be provided in accordance with Processor's standards. Merchant may request establishment on Processor's system of one or more user IDs ("User ID") to access the Online Reporting Services. In the event Merchant utilizes Processor's iQ online reporting tool, Merchant will have User ID administration capabilities which may be subject to software licensing terms as applicable. User ID Setup and Standard Maintenance will be performed in accordance with Processor's general timeframes, standards, and scheduling. Although not obligated to, Processor reserves the right at its option and without notice to suspend the password on a User ID or inactivate and/or delete any User ID if it has not successfully logged on to the Online Reporting Services in a sixty day (or other interval determined by Processor) period, it has shown suspicious activity or Processor determines that there is or may be a violation of Processor's then current security procedures or standards involving the Online Reporting Services or Merchant's access to the same. However, Merchant shall provide Processor with prompt written notice of all User IDs which are no longer active, should be deleted and/or should otherwise be changed (e.g., password change, etc.). Processor reserves the right (but shall not have any obligation) to request that Merchant designate in writing those employees or agents of Merchant which may authorize establishment of Merchant IDs on Processor's system. However, Merchant shall be solely responsible for any unauthorized access to the Online Reporting Services and Merchant's data therein including but not limited to unauthorized Merchant employee or agent access, action taken on behalf of Merchant or at the request of any of Merchant's employees or agents (even if not authorized) and/or failure to notify Processor in writing and independently verify suspension of a password on a User ID or inactivation and/or deletion of a User ID. Merchant acknowledges that Processor's standard policy and practice is to truncate all primary account numbers ("PAN") appearing on the Online Reporting Services. However, Merchant has requested that certain of its User IDs will be established with the ability to view the entire PAN. Merchant acknowledges that there is risk involved in accessing a full PAN, and Merchant hereby assumes all such risk, whether or not foreseeable. Merchant shall not sell, purchase, provide, or exchange any PAN accessed via the Online Reporting Services to any third party, and Merchant shall be fully responsible for any unauthorized disclosure of any such PAN. Although not obligated to, Processor reserves the right at its option and without notice to suspend the ability to view full PANs on a User ID without prior notice to Merchant in Processor's reasonable discretion. Merchant shall provide Processor with prompt written notice of all User IDs which need access to full PAN data, and Merchant will supply Processor with all information reasonably requested by Processor in order to properly establish such User IDs. In conformance therewith, Merchant shall be solely responsible for ensuring the accuracy of all User ID's with access to full PAN Data, and Merchant shall be solely responsible for any use of a PAN by Merchant or its agent, officer, employee, or other user of any of Merchant's User IDs, whether authorized or unauthorized, and Merchant shall indemnify, defend, and hold harmless Processor, and its directors, officers, employees, affiliates and agents from and against all proceedings, claims, losses, damages, demands, liabilities and expenses whatsoever, including all legal and accounting fees and expenses and all collection costs, incurred by Processor, its directors, officers, employees, affiliates and agents resulting from or arising out of the use of the Online Reporting Services system by Merchant or its employees, agents, or officers. In the event Merchant accesses the Online Reporting Services through one or more third parties (e.g., through the internet, a third party provider, etc.), Merchant acknowledges and agrees that Processor shall have no responsibility or liability whatsoever for any actions or inactions of such third parties, including but not limited to inability to access the Online Reporting Services, interruption in access to the Online Reporting Services, errors or inaccuracies in data received by Merchant, etc. Not limiting the generality of the foregoing, Processor's only obligation will be to make the Online Reporting Services available on Processor's system in accordance with Processor's standards. Merchant agrees that even if Merchant is billed for the Online Reporting Services pursuant to a Merchant Price Schedule, that all of the foregoing terms and conditions apply to the Online Reporting Services. Processor shall assess fees to Merchant for either Direct, Direct Express, or iQ, depending on which service has been established on Processor's system with respect to Merchant. In the event that Merchant believes that Processor has established the incorrect Online Reporting Service on its system, and/or has billed Merchant for the incorrect Online Reporting Service Merchant

shall send Processor written notice of such fact, and Processor will change Merchant's Online Reporting Service definitions and/or billing as may be appropriate. Merchant shall be responsible for any amounts invoiced to Merchant for the applicable Online Reporting Service that Merchant is actually provided access. Merchant agrees to pay Processor the following fees for the Online Reporting Services and for any action taken by Processor in accordance with the foregoing or at the request of Merchant:

a) Direct / iQ
   (i) Enterprise Subscription License Fee — $50.00 / month / User ID used *

   * Provides enhanced hierarchy access, User administrator rights, reports, merchant summary, transaction research, alerts, disputes, and large data set access. Each User ID that is used in a given month, as determined by Processor's records of User IDs which have logged onto Direct / iQ, during the month, will result in a separate subscription license fee charge. Available to large, enterprise level merchants.

   (ii) Standard Access — No Charge or as otherwise quoted *

   * Provides access to reports, merchant summary, transaction research and basic alerts and disputes. Available to small, mid-market level merchants

   (iii) Data Edge:

   Data Edge for Merchants is an online business intelligence tool available through iQ that is designed to provide access to payment data, with query, dashboard, scheduling, and extract functionality.

1.	Designer	$150.00 /month / active User ID
2.	Guided	$50.00 /month / active User ID
3.	Each Additional Data Component	$25.00 / month / active User ID

AMENDMENT NO. 1 TO THE MERCHANT PROCESSING AGREEMENT

This Amendment No. 1 (the "Amendment") to the Merchant Processing Agreement ("Agreement") is made among Worldpay Integrated Payments, LLC ("Processor"), Member Bank and Williamson County, Texas ("Merchant"). The Agreement shall be amended in the following respects and the terms of the Agreement shall govern this Amendment. Any capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

I. On or before execution of this Amendment No. 1 by Merchant, Merchant agrees to execute an unaltered original of Processor's then current standard Merchant Processing Agreement. Merchant acknowledges and agrees that the terms and provisions of this Amendment No. 1 shall not become effective until and unless Merchant has executed and returned to Processor the aforementioned Merchant Processing Agreement.

II. Section 5(A) of the Agreement Terms and Conditions is hereby deleted in its entirety and replaced with the following:

A. **Charges**. Processor will invoice amounts owed by Merchant hereunder on a monthly basis with payment due within 30 days of Merchant's receipt of an invoice. Processor may terminate this Agreement, or suspend the provision of Services, if Processor does not receive payment of any outstanding amounts within 30 days of the date of an invoice. Amounts invoiced by Processor hereunder shall be considered accurate and affirmed by Merchant 30 days after the date of such invoice, unless Merchant notifies Processor in writing of any inaccuracy within such 30 day period. Furthermore, Processor has the right to require immediate payment from Merchant in any appropriate situation for the amount of any Card transactions and Merchant agrees to immediately pay Processor such amount. This right includes Card transactions: (i) where merchandise is returned; (ii) where there is no valid authorization response; (iii) where the Cardholder has not given authority (e.g., improperly drawn, accepted, or endorsed transactions); (iv) where the Card transaction record is illegible; (v) where the Cardholder disputes the sale, quality, or delivery of merchandise; or performance or quality of services; (vi) where the Card transaction was drawn by, or depository credit given to, Merchant in a way that breaches this Agreement or violates Laws or Operating Regulations; (vii) where Processor has not received and retained payment for the Card transaction (even if Processor has already paid Merchant for the transaction); (viii) where it is alleged that Merchant have failed to comply with the Operating Regulations, Rules Summary, or the Laws; (ix) where an Association or Other Network action (e.g., a chargeback or compliance case) is pending or has been resolved against Merchant; (x) where Processor has incurred claims, damages, or losses from any source including Card issuers, or (xi) where the extension of credit for a Card transaction violated Laws or Operating Regulations. Additionally, Merchant remains fully liable to Processor for any transaction returned to Processor for any reason ("chargebacks" or for PIN debit Card transactions, "reversals"). Merchant agree to immediately review all chargeback-related notices and reports provided to Merchant (in any format). Merchant's failure to respond to a chargeback or reversal within the applicable deadline may forfeit Merchant's chargeback rights. Processor has no duty to assist Merchant in defending a non-compliance allegation related to a chargeback or reversal.

III. The parties agree that Merchant's indemnification obligations and limitation of liability set forth in the Agreement shall be limited to the extent authorized under applicable law.

Except as otherwise provided in this Amendment, the terms of the Agreement are hereby ratified and affirmed and shall remain in full force and effect. This Amendment shall have no force or effect unless and until countersigned by Processor.

WORLDPAY INTEGRATED PAYMENTS, LLC

DocuSigned by:
Brian Kessans
Signature
9B19F9A3E6B0471...
Brian Kessans
Printed Name
Head of Contracts Mgmt
Title
7/23/2019 | 21:41 EDT
Date

MERCHANT

Valerie Covey
Signature
Valerie Covey
Printed Name
Presiding Officer
Title
7/30/19
Date

Commissioners Court - Regular Session **16.**

Meeting Date: 11/26/2019

Pitney Bowes Renewal for County Attorney's Office

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 a renewal agreement between Pitney Bowes, Inc. and Williamson County Attorney's Office for a postage machine lease in the amount of $140.32 per month, billed quarterly at $420.93, and authorizing execution of the agreement.

Background

Approval of this lease agreement renewal will support the operations of the County Attorney's office. Renewal of their current lease and equipment is less expensive than pursuing a new lease. This lease renewal at a discounted price is not covered under a cooperative. This expenditure will be charged to 01.0100.0475.004216 . Funding was approved in the FY2020 budget. Department contact is Stephanie Lloyd.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lease Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	11/14/2019 08:43 AM
Purchasing (Originator)	Kerstin Hancock	11/14/2019 08:44 AM
Purchasing (Originator)	Randy Barker	11/14/2019 08:46 AM
Purchasing (Originator)	Randy Barker	11/20/2019 04:58 PM
County Judge Exec Asst.	Andrea Schiele	11/21/2019 08:26 AM
Form Started By: Erica Smith		Started On: 11/13/2019 07:35 AM
Final Approval Date: 11/21/2019		

pitney bowes

State and Local Fair Market Value Lease

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

WILLIAMSON COUNTY ATTORNEY WILLIAMSON CNTY COURTHOUSE

Tax ID # (FEIN/TIN)

133611917

Sold-To: Address

405 Martin Luther King StSte 229, Georgetown, TX, 78626-4901, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
STEPHANIE LLOYD	5129431116	0016659815

Bill-To: Address

405 Martin Luther King StSte 229, Georgetown, TX, 78626-4901, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
STEPHANIE LLOYD	5129431116	0016659815	slloyd@wilco.org

Ship-To: Address

405 Martin Luther King StSte 229, Georgetown, TX, 78626-4901, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
STEPHANIE LLOYD	5129431116	0016659815

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	DM400C	Currently Installed - DM400C Digital Mailing System
1	1FAE	Currently Installed - Basic Accounting -50 Accounts
1	1FER	Currently Installed - eRR Rates
1	1FS2	Currently Installed - USPS Special Services Software
1	1FY9	Currently Installed - DM400 70 LPM
1	1GW9	Currently Installed - 10lb Integrated Weighing Feature
1	4CES	Currently Installed - DM400C Base U.S. ES2
	ERPP	Currently Installed - E-Certified/eRR Productivity Pack
1	ERR3	Currently Installed - eReturn Receipt
	F9DA	Currently Installed - USPS Special Services Training
1	G900	Renewal Meter for DM300/DM400/475 Series
1	MP9G	Currently Installed - Integrated Weighing Platform
1	SJ40	Currently Installed - SoftGuard for DM400
1	STDSLA	Currently Installed - Standard SLA-Equipment Service Agreement (for Currently Installed - DM400C Digital Mailing System)

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See Pitney Bowes Terms for additional terms and conditions

1	MVMREFIADDON	Mid-Volume Loyalty Lease Add-Ons
1	RF910	DM400 Loyalty Value upg to 10LB Scale
1	RF9120	DM400 Loyalty Value upg to 120 LPM Speed

Your Payment Plan

Initial Term: 48 months	Initial Payment Amount:	
Number of Months	**Monthly Amount**	**Billed Quarterly at***
48	$ 140.31	$ 420.93

*Does not include any applicable sales, use, or property taxes which will be billed separately.

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

~~(X) Purchase Power® transaction fees included~~
(X) Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate the lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue the lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under the lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 1/19), which are available at http://www.pb.com/statelocalfmvterms and are incorporated by reference. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. Those additional terms are incorporated by reference.

Not Applicable
State/Entity's Contract#

X
Lessee Signature

X
Print Name

X
Title

X
Date

X
Email Address

Boyd Hering
Pitney Bowes Signature

Boyd Hering
Print Name

Texas Govt Account Mgr
Title

11/12/2019
Date

Sales Information

Lonnie Kennedy II	lonnie.kennedy@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

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Commissioners Court - Regular Session **17.**

Meeting Date: 11/26/2019

Approval of Uniforms Purchase

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 purchase of uniforms for the Williamson County Sheriff's Office - Jail from GT Distributors, Inc. in the amount of $53,764.65 pursuant to BuyBoard Contract #587-19.

Background

Approval of this purchase will support the operations of the Williamson County Sheriff's Office Jail. The attached quote outlines the uniform items that are being purchased. Funding was approved in the FY20 budget. This expenditure will be charged to 01.0100.0570.003311. Department contact is Chief Randolph Doyer.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/21/2019 10:35 AM
County Judge Exec Asst.	Andrea Schiele	11/21/2019 11:35 AM
Form Started By: Erica Smith		Started On: 11/19/2019 10:29 AM
Final Approval Date: 11/21/2019		

Quote	QTEU008950
Date	10/31/2019
Page:	1

GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298 Ext. 0000

Bill To:

Williamson County (TX)
P.O. BOX 2659
Attn: Accounts Payable
Georgetown TX 78627-2659

Ship To:

Williamson County (TX)
306 West 4th Street
Attn:
Georgetown TX 78626

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
JAIL BULK QUOTE 20	000022	BF	U	NET 15	0/0/0000	2,038,575

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
282	BLR-8676-11-XL/R	Blauer FlexRS S/S Supershirt, Black, XLarge/R Dept Patch each sleeve, badge left chest nametag right chest , SHERIFF Nametape Left Chest **********	EA	$53.99	$15,225.18
282	GT-NT1X5BKBK	Blank Tape 1x5" Blk Tape/Boarder (Squared) 1810 SILVER 1/2" BLOCK LETTERS, First inital Last name **********	EA	$4.00	$1,128.00
282	GT-NT1X5BKBK	Blank Tape 1x5" Blk Tape/Boarder (Squared) 1810 SILVER 1/2" BLOCK LETTERS, SHERRIF **********	EA	$4.00	$1,128.00
99	BLR-8362-11-XL-R	Blauer FlexRS Armorskin Base S/S, Black, XLa GT: add Dept Both Sleeves **********	EA	$41.99	$4,157.01
554	BLR-8666-11-36	Blauer FlexRS Covert Tac, Black, 36 GT: Hem to Length Specified **********	EA	$57.99	$32,126.46
1	NOTES:	Notes: This quotation reflects Buyboard pricing. Your purchase order must be faxed directly to BuyBoard to receive pricing. Fax:1-800-211-5454 #587-19	EA	$0.00	$0.00

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Thank You for your Business! Justin Gage
dwhite@wilco.org

Subtotal	$53,764.65
Misc	$0.00
Tax	$0.00
Freight	$0.00
Total	$53,764.65

Commissioners Court - Regular Session **18.**

Meeting Date: 11/26/2019

ReadyOp Sole Source

Submitted For: Randy Barker **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on exempting ReadyOp Communications, Inc. from the competitive bidding requirements established by Section 262.024.(a)(7) of the Texas Local Government Code Discretionary Exemptions as the sole provider of the ReadyOP Communications Platform.

Background

Approval of this sole source will support the operations of the Williamson County Sheriff's Department. ReadyOP provides multiple communication capabilities and options in one secure web-based application. It is designed to support daily operations by allowing quick communication by personnel via cell phone, push-to-talk, secure voice, video, text message, email and multiple radio systems through one secure web based application. The incorporation of radio communication in the platform is what makes ReadyOP unique. The ReadyOp Communications platform includes a dashboard subscription, user credentials, training, support and upgrades. An RFI was posted in Negometrix for 14 days with zero responses received from another competitor. IT has approved this application. The term of this sole source exemption will be effective for 36 months from the date of approval. This expenditure will be charged to 01.0100.0560.05008. Department contact is Chief Tim Ryle.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sole Source Justification

Recommendation Letter

No Other Alternatives

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/21/2019 10:33 AM
County Judge Exec Asst.	Andrea Schiele	11/21/2019 11:34 AM
Form Started By: Erica Smith		Started On: 09/23/2019 11:26 AM
Final Approval Date: 11/21/2019		

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

Sole Source Justification Request

Definition of a Sole Source Purchase

Sole Source Item – goods and/or services which can only be obtained from ONLY ONE source, including:

- Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies
- Films, manuscripts, or books
- Electric power, gas, water, and other utility services,
- Captive replacement parts or components for equipment which there is no commercially available substitute, and which can be obtained only from the manufacturer and/or manufacturer's distributor; item where compatibility is the overriding consideration, such as computer operating software enhancements for an existing system, continuation of an existing contract when work is so closely related to that of the uncompleted basic contract that it would not be feasible to consider another potential contractor.

This Sole Source justification requires additional documentation and requirements as listed below. **One of these steps may require placing a public notice in BidSync for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services.** This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted. In addition, **all Sole Source Justifications must be approved in Commissioners Court.**

Required Documentation that must accompany this request before this purchase can be considered (any missing documentation will result in delays). *Check all included documents:*

- ☑ **This request form completed and signed**
- ☑ **A written quote from the supplier, listing the goods, services and pricing**
- ☑ **Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are a the only Sole Source provider of the service or item needed.**
- ☑ **Notarized Sole Source affidavit completed by the supplier**
- ☑ **Signed letter of recommendation from the Elected Official or County Department Head. Must provide a detailed written explanation as to why competitively bidding the product or service would be impracticable and that the cost charged by the supplier is reasonable and customary.**

Requestor Name and County Office/Department:

Requestor Title and Phone Number: Rebecca Rodriguez, Administrative Services Manager

(512) 943-5261

Requested Single Sole Source Supplier:

Company Name: ReadyOp Communications, Inc.

Contact Name: Marc Moore, CEO

Address: 8000 N. Federal Hwy

City, State, Zip: Boca Raton, FL 33487

Phone Number: (813) 240-0307

Email: mmoore@readyop.com

Website: https://www.readyop.com

Is the recommended supplier the manufacturer? **Yes?** **No?**

Does the manufacturer sell the item(s) through distributors? **Yes?** **No?**

Description of the Product or Service: (If additional space is needed, include in a separate page) *Describe the full scope of work, including installation if required; items should include brand, model and part number if applicable.*

ReadyOp provides government agencies, hospitals, first responders, companies and unified commands with multiple communication capabilities and options in a single, secure website.

ReadyOp is designed to support daily operations, special event planning, incident management and emergency response and recovery:

Communicate quickly with personnel by cell phone, push-to-talk (PTT), secure voice, radio, video, text message and email

Communicate via multiple radio systems and talk groups including simultaneous communications as required

Quickly and easily share information such as photographs, videos, tasking updates, etc., with personnel at any location via secure interface

Share and exchange news, reports, rosters, maps and more with other party groups by posting updates in the file manager or directly via multiple communications options

ReadyOp is a web-based application so no new hardware or software is required for access and use

Schedule: *Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP"*: As soon as funding is approved, the system can be rolled out in less than 4 weeks time to include training of staff.

Estimated Cost: **$** 10,000.00

SOLE SOURCE RATIONALE

Complete the following checklist:

The requested supplier is the only source of required item(s) or service(s) because:

Check all that apply:

- ☑ The required item or service is proprietary to the supplier
- ☐ The recommended supplier holds the patent on the requested item(s)
- ☑ The recommended supplier is the only supplier capable of performing the requested service
- ☐ **A specific item is needed**:
  - ☐ To be compatible or interchangeable with existing hardware
  - ☐ As a spare or replacement hardware
  - ☐ For the repair or modification of existing hardware
  - ☐ For technical evaluation or testing

☑ **Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?** If so, please list and describe such attempts: The radio communication piece is available only with this vendor.

☑ **There is a substantial risk in selecting another product or service provider.** If so, please describe: Other vendors do not have the radio capability.

☑ **It is not possible to obtain competitive bids for consideration.** If so, why: NA

☑ **Are there any other companies who can provide the services or needed items**? If so, please list and provide explanation of why they were unable to meet the requirements: No. Other vendors do not have the radio communication piece interfaced with their services.

☑ **List any other sources, suppliers, products or service providers that you reviewed in your selection process:** NA

☑ **List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.):** Internet searches, vendor visits at conferences.

ACKNOWLEDGEMENT

☑ I affirm and acknowledge Williamson County's requirements, justification and criteria for Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.

☑ I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

Date: August 14 **, 20**19

Signature*: Rebecca Rodriguez

** By typing your name, this is equivalent to a legal signature*

NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be reapproved by the Williamson County Purchasing Department following completion of a new Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders. The sole source term is generally aligned with the contract term. In certain cases, the Purchasing Agent may determine that the 14-day public posting in BidSync is not necessary. This depends on the circumstance of the particular item/service and the type of sole source.

Quote

Date: September 9, 2019

Quote: 2589

ReadyOp Communications Inc.
8000 N Federal Highway
Boca Raton, Florida 33487
Phone: (813) 289-7620
Fax: (813) 498-0339

Email: mmoore@readyop.com

For: Williamson County Sheriff's Office

Quotation good for 90 days from date above

DESCRIPTION	Quantity	Price per Unit	Amount
Line 1 - ReadyOp Dashboard - 1 year subscription	1	$ 8,000.00	$ 8,000.00
Price per unit includes user credentials for up to 25 users			
training, support and upgrades as released. Price also			
includes up to 100,000 text messages. Additional text			
messages will be billed at 3 cents per text message.			
Line 2 - Additional User Credentials (Block of 25)	0	$ 6,000.00	-
Line 3 - Radio Converter Gateway and Cable	2	$ 1,000.00	2,000.00
		SUBTOTAL	$ 10,000.00
		TAX RATE	N/A
		SALES TAX	
		OTHER	
		TOTAL	**$ 10,000.00**

Make Checks Payable to ReadyOp Communications Inc

Thank You for your Business !

ReadyOp

August 22, 2019

To Whom it may Concern:

The purpose of this letter is to provide justification of a sole source subscription by the Williamson County Sheriff's Office for a planning and interoperable communications platform called ReadyOp, a service offering of ReadyOp Communications, Inc. This licensing is justified on a sole source basis as no other program offers the complete package of services as listed below. Our company, ReadyOp Communications, Inc., is the developer, owner and provider of the ReadyOp platform and the sole source for purchasing a subscription in Texas.

The licensing on a sole source basis with ReadyOp Communications is justified due to the following features and capabilities can be included in a single, secure website for the Sheriff's Office use:

1. The ReadyOp application is currently the only application on the market that we are aware of that combines the following capabilities into a single application:

    a. ReadyOp is a web-based program that can be used to template and prepare for planned events as well as incidents, emergencies and daily operations for single and multiple agencies.

    b. ReadyOp provides six ways to communicate (phone, radio, text, email, alerts, secure video and secure voice) with personnel in multiple organizations within a single desktop display.

    c. ReadyOp enables users to securely store, share and view photographs, maps, rosters and other files with other approved users quickly and from any location with Internet access.

    d. ReadyOp enables users with approved permissions to listen and talk on one or multiple radio talk groups simultaneously. Approved personnel are also able to multicast to multiple radio talk groups from their laptop or smart phone from any location with Internet access.

    e. ReadyOp includes the ability for storing information on assets which may be needed in an incident response or emergency, including the name of the person, organization and contact information.

2. ReadyOp includes a roster for storing personnel names, contact information, organization and special tags for fast recall and communication. This will provide incident commanders and other responding personnel to quickly locate and communicate with individuals with special training and capabilities.

3. There is no requirement to purchase any hardware to support the use of ReadyOp except a minor investment for each radio talk group to be included for communication.

The ReadyOp service is unique in that no other program offers the combination of resource access, security, information and communications. ReadyOp is already in use nationwide by government agencies, hospitals, schools and corporations. Approving this sole source purchase will enhance the planning and response capabilities for the Williamson County Sheriff's Office.

Please contact our company at 813 289-7620 for additional information if needed. Our website is www.ReadyOp.com.

Marc Moore
CEO
ReadyOp Communications, Inc.

WILLIAMSON COUNTY
1848

Williamson County Purchasing Department
100 Wilco Way, Ste P101
Georgetown, Texas 78626 (512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared Marc Moore, who after being duly sworn on oath stated the following:

My name is Marc Moore. My title is CEO.
I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

Sole-source items include:

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

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: RoadOp.
I am the sole-source supplier of this item because: Only Authorized Provider Of RoadOp In Texas.
the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 27th day of August, 2019.

[Signature]

Marc Moore, CEO
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on 8.27, 2019, by Joel Hubbard.
[Printed Name]

[Signature] Notary Public

JOEL HUBBARD
MY COMMISSION # GG 104225
EXPIRES: May 14, 2021
Bonded Thru Notary Public Underwriters

State of FL
My Commission expires on 3-14-2021

Tim Ryle
Chief Deputy

Robert Chody
WILLIAMSON COUNTY SHERIFF
508 South Rock Street
Georgetown, Texas 78626
Phone (512) 943-1300 * Fax (512) 943-1444

Roy Fikac
Asst Chief Deputy- Law Enforcement

Randolph Doyer
Asst Chief Deputy - Corrections

August 26, 2019

To: Williamson County Purchasing Department

From: Sheriff Robert Chody

Subject: Sole Source Purchase, ReadyOP

****

Please let this memo serve as support and documentation to purchase the platform, "ReadyOp", through the Sole Source process. This tool integrates planning, response, communications, *radio interoperability*, and continuity of operations in a single web-based platform. ReadyOp is the only product which provides the radio piece of the platform in conjunction with all of the other capabilities.

This platform will greatly benefit the first responders of the Sheriff's Office as well as the citizens of our Community.

Recorded statement of opening offers

SOLICITATION NAME: SS ReadyOP

DATE & LOCATION OF OPENING: Sep 20 2019 2:00 PM Georgetown

LINKED LOTS: —

COMPANY NAME: **Williamson County**

ADDRESS: 100 Wilco Way, Suite P101
TX 78626, Georgetown, US

CONTACT PERSON: **Erica Smith**

JOB TITLE CONTACT PERSON:

SHORT DESCRIPTION: Williamson County, Texas intends to award a sole-source contract with **ReadyOP Communications, Inc.** for the following item(s):**ReadyOP Dashboard subscription, user credentials, training, support and upgrades.**

THIS IS NOT A REQUEST FOR COMPETITIVE PROPOSALS AND A SOLICITATION WILL NOT BE ISSUED.

Interested parties must show clear and compelling evidence of competitive equivalency in order for alternative goods or services to be considered. Williamson County will review any information collected through this RFI to determine if offers of any equivalent goods or services meet the needs of the County. If it is concluded that additional suppliers of equivalent goods or services do exist, then a formal solicitation may follow.

If no affirmative responses are received by **2p.m.** on **September 20th, 2019** showing clear and compelling evidence of competitive equivalency to the items described herein, an award will be made without further notice. Oral communications are not acceptable in response to this notice.

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

Or view the Negometrix 'Supplier Guide' located on the Help page.

Technical Assistance (Mon - Fri: 8 am to 5 pm)

SUPPLIERS

NAME SUPPLIER	ADDRESS
No offers submitted	

Signature: _____

Erica Smith

Location: _____

Date: _____

WILLIAMSON COUNTY
1848

Purchasing Department

9/23/19

Williamson County Commissioners Court

Re: Sole Source recommendation for ReadyOP Communications Inc.

Dear County Judge and Commissioners,

Recently our Sheriff's Office made a request for a purchase from **ReadyOp Communications Inc.** for the **ReadyOP Communications platform**. These actions require qualification as a **sole source purchase of ReadyOP Dashboard subscription, user credentials, training, support and upgrades. These services are supplied only by ReadyOp Communications Inc. who is the owner and the only provider of this service.**

After reviewing all documentation requested and submitted, **I recommend qualifying this request as a sole source purchase and exempting these goods from competitive bidding requirements per Texas Local Government Code sections 262.003 (a) and 262.024 (a) (7),**

The process has included the following:

- Compatibility verification and approval to proceed with procurement from Technology Services;
- Contact with multiple vendors offering similar services, none of whom could provide desired radio interoperability;
- Public posting of an RFI in BidSync for 14 days, with zero (0) responses received from another competitor;
- A signed Sole Source Justification Request from Robert Chody, Williamson County Sheriff;
- A signed letter of justification from the supplier, establishing why their product / service is only available from their company;
- A notarized Sole Source Affidavit completed by the supplier;
- A price quote of requested items/services.

The term of this Sole Source exemption will be effective for 36 months from the date of approval.

If you have any questions or concerns, please contact me at any time.

Sincerely,

Randy Barker
Purchasing Agent/Director

WILLIAMSON COUNTY
512.943.1555 Fax 512.943.1632
randy.barker@wilco.org www.wilco.org
100 Wilco Way, Ste. P101
Georgetown, Texas 78626

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Get Adobe Reader Now!

Commissioners Court - Regular Session **19.**

Meeting Date: 11/26/2019

15RFP125 renewal 2 with Symetra Life Insurance Company

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of contract 15RFP125, renewal option period 2, for the same pricing, terms and conditions as the existing contract, for Group Insurance Coverages Life, AD&D, and Disability covering the term of January 1, 2020 - December 31, 2020 with Symetra Life Insurance Company.

Background

Symetra Life Insurance Company is the provider of Group Insurance Coverages for Life, AD&D, and Disability for Williamson County employees. The department submitted a Vendor Performance Report (VPR) that reflects the vendor met all county requirements on contract and requests renewal. The department point of contact is Shelley Loughrey, Director of Benefits. The funding source in the FY20 budget is under Group Life Premiums, 01.0885.0885.004058.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

15RFP125 renewal 2 for Group Insurance Coverages with Symetra Life Insurance Company FY20

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/20/2019 05:03 PM
County Judge Exec Asst.	Andrea Schiele	11/21/2019 08:41 AM
Form Started By: Dianne West		Started On: 11/19/2019 10:53 AM
Final Approval Date: 11/21/2019		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	**Department:**	Human Resources
Vendor Name:	Symetra Life Insurance Company		
Vendor Address:	P O Box 34690, Seattle, WA 98124-1690		
Purpose/Intended Use of Product or Service (summary):			
Group Insurance Coverages-Health Related Services – Life, AD&D, Disability			
P.O./Contract Number:	15RFP125	**Effective Date:**	01/01/2020
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	12/31/2020
Requested By:	Shelley Loughrey, Director of Benefits Administration		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- Please include the following:
  - Completed Texas Form 1295, if applicable;
  - Renewed Certificate of Insurance, if it was required in Bid/Proposal
- **Extend Contract for the 2nd of two (2), one (1) year renewal option periods:**

Renewal Option Period 2	January 1, 2020 – December 31, 2020
Renewal Option Period 1	January 1, 2019 – December 31, 2019
Initial Contract Period	January 1, 2016 – December 31, 2018

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Symetra Life Insurance Company

Name Rachel Stetzer

Title Regional Account Mgr.

Signature _____

Date 11/14/2019

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

Bill Gravell

Williamson County Judge

Signature _____

Date _____

Commissioners Court - Regular Session **20.**

Meeting Date: 11/26/2019

Williamson County Fiber Optic OSP Maintenance Contract with BryComm

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the approval of purchase for Williamson County Fiber Optic OSP Maintenance in the amount of $ 21,500, under DIR Contract #DIR-TSO-3698, with BryComm for term December 1, 2019 - November 30, 2020, and authorizing execution of the agreement.

Background

This agreement is for maintenance to include inspections, tree trimming, pole transfers, network monitoring and testing, repair and emergency repair, and other maintenance requirements. The department point of contact in IT is Tammy McCulley. The funding source in the FY20 budget is under Fiber Maintenance Contract, 01.0100.0503.004500.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Williamson County Fiber Optic OSP Maintenance Contract with BryComm

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Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/20/2019 05:03 PM
County Judge Exec Asst.	Andrea Schiele	11/21/2019 08:40 AM
Form Started By: Dianne West		Started On: 11/19/2019 09:00 AM
Final Approval Date: 11/21/2019		

DIR-TSO-3698

1. Scope of Work:

Williamson County requires BryComm to perform the following Operation and Administrative functions as part of the annual Maintenance Contract. Inspections are a major focus of this contract. The specific functions and requirements are listed below.

A. Plant Inspections

1. BryComm shall perform inspections of the Williamson County plant on a Biannual basis.

2. BryComm shall provide an exception-based inspection report for the previous inspection, in electronic format, to the Williamson County Network Manager. The report shall contain a list of observed deficiencies, including location and type, and actions taken to correct the deficiencies.

3. All observed deficiencies in the plant will need to be handled in the following ways:

    a. "Routine" deficiencies are those that should be handled within 7 working days from the date the issue was noted. (See below list).
    b. All observed "emergency" deficiencies posing an immediate threat to preservation of the plant will be corrected the same day that the deficiency was noted or reported with a proposed solution to the emergency deficiency to the network manager. Any issue outside of best practices will be reported with the biannual report for the network manager to decide on a course of action.
    c. All other deficiencies will be reported on the biannual report with a recommendation for remediation to the network manager.

4. Deficiencies include but are not limited to:
    a. Pole Transfer(s) - Routine and worked in conjunction with other utilities
    b. Make Ready Per Contact - Routine unless within 40" of power
    c. *Tree Trimming (Per Span) - Routine*
    d. Broken / Loose Lashing Wire - emergency,
    e. Weakened/Broken Hardware - emergency,
    f. Re-work Slack - Routine
    g. Install Slack Mgmt. - Routine
    h. Tree Guard - emergency, same day repair required
    i. Loose Down Guy/Guy Guard - Routine
    j. Sheath Damage (Squirrel) - emergency

k. Height of Fiber Span not at 18ft over roadways and 15 ½ ft. standard - emergency
l. Cracked Splice Case(s) - emergency

5. If, during the course of the inspection damaged plant is located, BryComm will test the affected section to determine strand continuity and notify Network Manager of damage. If all tested strands are viable and buffer tubes appear intact, BryComm will make repairs to the outer sheath of the plant to prevent further deterioration. However, if damage to buffer tube(s) is apparent, regardless of strand integrity, BryComm will submit a report in electronic format of condition to the Network Manager outlining the problem, repair cost estimates, recommendations and schedule for replacement.

B. Tree Trimming

1. BryComm shall provide up to five (5) spans of tree trimming per year as part of this contract. All tree trimming shall be performed in strict accordance with specifications determined by City of Georgetown arborists and the applicable franchise provider. The pricing for additional tree trimming shall be provided at "Attachment A" prices.

C. Transfers/Make Ready

1. BryComm shall provide up to five (5) aerial only pole transfers and handle up to five (5) make ready requests per year as part of this contract. The intent of this coverage is for small numbers or isolated requests for work to be performed under the Maintenance contract. Any additional pole transfers or make ready requests required will be submitted by the BryComm to the Network Manager for written approval prior to performing any additional pole transfers. The pricing for the additional pole transfer and make ready requests shall be provided at "Attachment A" prices.

2. The cost to transfer from overhead to underground will be calculated separately on a case by case basis and performed under the extended part of the agreement.

3. BryComm shall produce and maintain records with respect to the nature and number of transfers performed and BryComm shall provide the Network Manager with an electronic report on a biannual basis.

D. Network Monitoring and Testing

1. Network Testing

a. BryComm shall perform OTDR sweeps for continuity on inactive fiber strands on a biannual basis. BryComm shall give seven days' written notice before OTDR

sweeping occurs. If routine sweeping reveals loss of continuity on any strand or high loss strands, BryComm shall notify the Network Manager in writing of any such occurrence and obtain further instructions on how to proceed.

b. BryComm shall perform uni-directional power tests on strands and perform specialty testing, i.e. chromatic dispersion, PMD, etc. as required.

c. BryComm shall maintain and track all OTDR test results. All testing documentation shall be provided to the Network Manager in electronic form with duplicate copies being maintained by BryComm for the duration of this Contract and associated Warranty period.

F. Repair Response Time and Emergency Notifications

1. BryComm shall establish and maintain an emergency on call system 24 hours a day, 7 days a week 365 days a year. The emergency number shall be provided to the Network Manager to be used should any outage occur. This number is used for emergencies during non-business hours.

2. When BryComm is alerted to a problem, BryComm shall make telephone contact with the Network Manager or designee within 30 minutes of receiving the alert during normal business hours or 1-hour during non-business hours.

3. BryComm shall be onsite within 2 hours of notification with the necessary staff and equipment to handle emergency repairs. Working with network management, BryComm shall identify the damaged area and immediately secure the Williamson County OSP plant to prevent further fiber damage or risk to the Public.

4. Failure to meet response times may result in one or more of the following non-performance penalties:

   a. A *fine, at the discretion of the Network Manager, not to exceed $500 per incident.*

   b. Cancellation of contract.

   c. Disbarment from future bidding.

G. Communications Requirements

1. BryComm shall provide a Single Point of Contact for all communications.

2. With exception of the instances described in Paragraph F Response Time and Emergency Notifications, BryComm shall reply to all e-mail and voice mail communications by close of business the following business day and no later than 4:00pm CST/CDT.

H. Design Requirements

1. BryComm is required to have a full time RCDD on staff. BryComm may provide engineering and design services to Williamson County in order to coordinate construction, transfers, make ready requests and other such tasks as they pertain to the maintenance of the existing plant. The pricing for these design services shall be provided at "Attachment A" prices. BryComm shall provide a written proposal and preliminary work print to the Network Manager for written approval prior to providing these services.

I. Documentation Requirements

1. BryComm shall provide all drafting services to document and maintain accurate and up to date electronic and hard copy documentation on the Williamson County plant. This documentation includes but is not limited to; as-built drawings for all work performed, new design documents, site information, designing plant improvement changes for review and approval, preparing preliminary prints/documentation for pole/trenching permits, gathering all environmental and utility information required under general permit to submit for construction permits and updating prints to reflect cable type and strand count conversion, etc. Pricing for these services are per 'Attachment A' pricing.

2. BryComm shall complete all as-built documentation within ten (10) business days from the date of completion of the physical work.

J. Other Maintenance Requirements

1. Beyond the clearly defined aspects of this proposal, by virtue of securing a contract as it relates to Williamson County maintenance BryComm agrees to perform all work necessary to preserve the value and functionality of the plant which may include, but not be limited to: cable replacement, bulk transfers, termination, splicing, engineering, underground replacement, new pathway construction, or any other item(s) items which directly or indirectly effect the viability, usage, value or potential capacity of the Williamson County plant.

2. The pricing for these services shall be provided at "Attachment A" prices. If certain aspects of the work to be quoted are not listed on "Attachment A", then "Attachment

A" will be amended to include such work. All work and "Attachment A" amendments will be subject to final approval of the Network Manager prior to commencement. BryComm shall provide a written proposal to the Network Manager for written approval prior to providing these services.

K. Maintenance Provider Requirements

1. Maintenance provider must have specific, proven, experience in the field of OSP fiber maintenance. Maintenance provider must have a RCDD on staff for Network design.

2. Previous specific experience with Williamson County staff and Williamson County fiber optic network is preferred.

3. Maintenance provider must be a Corning NPI and in good standing with Corning Cable Systems. Maintenance provider must be able to provide a Corning Cable Systems 25 Year Extended Product Warranty for material and labor services provided under this contract.

4. Maintenance provider shall have successfully attended a Corning fiber testing training program, which includes testing with an OLTS and an OTDR and have obtained a certificate as proof thereof.

5. **Covered Corning Cable Systems Products** shall be installed in accordance with the most current revision level of the National Electrical Code®, ANSI/TIA-568, ANSI/TIA-569, TIA-942, Fibre Channel FC-PI, Fibre Channel 10 GFC, IEEE 802.3 and InfiniBand Standards.

6. Maintenance provider must be able to provide all necessary services within this contract "in-house" without use of sub-contractors. This requires maintenance provider to maintain, at all times, a minimum amount of materials and equipment, as determined by Williamson County, to fulfill the obligations of this service contract.

7. All installations which qualify for the Corning Cable Systems LANscape Solutions Extended Product Warranty must be designed by or reviewed by the certified member company's personnel who have successfully completed the identified Corning Cable Systems Engineering Services Design Course within the two-year eligibility period, and a minimum of eighty percent (80%) of on-site supervision of the work must be performed by personnel who have successfully completed the identified Corning Cable Systems Engineering Services Installation Course requirements within the two-year eligibility period.

8. Corning Cable Systems provides installers with recommended installation procedures for all fiber optic products for **Private Networks or Premises Fiber Optic Cabling Solutions**. The Installer must guarantee that each installation where the Corning Cable Systems LANscape® Solutions Extended Product Warranty is offered will be performed in accordance with these standard procedures. The Installer agrees to keep copies of all submitted documentation, for the period of the extended warranty, and to make them available to Corning Cable Systems upon request. The following materials must be submitted to Corning Cable Systems for the Extended Product Warranty: completed (in full) Warranty Registration Form and bill of materials showing part numbers of Covered Corning Cable Systems Products installed.

2. Execution

A. Installation Requirements

1. BryComm shall provide and pay for all labor, materials, equipment, tools, utilities, and services necessary for the execution and completion of the installation of all network components specified herein.

2. BryComm is responsible for obtaining all permits, notifying all agencies requiring advance notification, and complying with all regulations specified by all governing agencies having jurisdiction over the performance of the work. BryComm shall coordinate with the Network Manager to ensure that any interference or interruptions of Williamson County operations are anticipated and scheduled. Construction may be observed by the Network Manager or designee.

B. Installation Methods

1. General

a. The installation of all equipment and cable for this network shall only be performed by trained and experienced craft personnel. In particular, the placement of fiber optic cable shall be performed by crews experienced in work around energized utility power lines, and familiar with the common practices and procedures involved in this type of work.

b. All finished equipment installations are to be left in a neat and orderly condition. Only tools designed for each special task shall be used during the installation and alignment of the network components. Minimal disruption of landscaping will be required at all drop locations during the installation of cable.

2. Aerial Fiber Optic Cable Installation

   a. BryComm is responsible for all permits and pole attachment designations.

   b. Fiber optic cable will be lashed to ¼ inch strand secured by appropriate hardware as noted on design prints.

   c. Tree trimming, where necessary, will be performed by BryComm to the specifications set forth by the City of Georgetown.

   d. Duct on messenger may be used in treed out areas and shall be installed in accordance with manufacturer's specifications and industry standards.

   e. A minimum of 100 foot of cable slack will be left at the Williamson County splice location.

   f. Installation of aerial fiber optic cable shall conform to standard practices for the placement of this type of cable. All applicable OSHA, NESC, and state and local regulations must be observed during the installation. All equipment used must be well maintained and in good working order. Safety equipment such as barricades, warning signs, cones, and lights must be used where suitable during the installation procedure.

   g. Proper pulling tension must be observed during installation. No span length shall exceed the maximum recommended for a particular type of cable. Where possible and available, existing messenger strands may be used on utility poles, with the written consent of the existing strand owner. If new messenger is required, it shall be placed on each pole at a minimum distance of 40" below existing power lines, and a minimum distance of 12" above or below existing communication lines. A minimum of 18' of clearance must be maintained above all roadways. The fiber optic messenger strand shall be installed at its recommended tension, and shall not be sagged solely to maintain proper clearances.

   h. If any pole or span encountered during installation will not allow maintenance of proper strand tension clearance, alternate routing of the fiber optic cable must be obtained.

3. Underground Fiber Optic Cable Installation

   a. When terminating underground PVC conduit at a pole, extend the conduit 4" above ground level and locate conduit 90 degrees away from any power or other utility including pole ground wire.

   b. All vacant conduits shall be installed with one 1200 lb. pull tape in place and be accessible at each end for pulling future cable.

   c. A minimum of 50 feet of cable slack will be left in manholes.

   d. BryComm is responsible for locating all existing underground facilities and obtaining all necessary permits.

   e. No vehicular pull of fiber optic cable is allowed.

   f. The locate wire will be terminated at the riser pole and inside the equipment room.

   g. Everything installed underground PVC conduit will be installed in a trench 36" in depth, covered with 6" of sand then be encased in concrete as indicated on the detail sheets. A detectable orange warning tape shall be placed 12 inches above the conduit in soil or backfill. If the trench is to be placed in dirt or asphalt, the encasement of conduit must be with 2500-PSI concrete and aggregate no larger than ½ inches. If the trench is to be cut directly adjacent to the curb and gutter, the encasement of the conduit must be with 2500 PSI concrete with no aggregate larger than ¾ inches.

   h. The minimum depth of the conduit shall be 36" from the finished grade, and a fiber optic cable warning tape shall be placed approximately 18" above the conduit in the same trench. Any manholes or pulling vaults required for long pulls of cable shall be situated so that the maximum pulling tension for the cable will *not be exceeded on any run.*

   i. All proper precautions shall be taken during the placement of the conduit and cable. All permits, licenses, coordination with other utilities, clearances, notifications of affected bodies, etc. are to be obtained and performed by BryComm prior to starting the placement. If any obstruction or lack of proper path is encountered during the planning of the installation which will not allow continuation of the placement along the designated route, alternate routing of the fiber optic cable must be obtained.

4. Network Acceptance

   a. Upon completion of installation of each segment of the network, it shall be subjected to performance tests to determine that the segment meets the intent of these specifications. If the results of this test are acceptable as defined herein, the network segment shall be accepted for inclusion in the overall network performance testing.

5. Cable Testing

   a. The following testing of the cable is required:

      i. All fiber optic cable links installed shall be tested in accordance with the field test specifications defined in ANSI/TIA/EIA-568-B standard.

      ii. 100% of the installed cable shall be tested and must pass the requirements of ANSI/TIA/EIA-568-B.

      iii. Failing links shall be diagnosed and corrected by BryComm. Corrective actions shall be followed by a new test of the previously failing link(s). BryComm shall promptly submit all link re-test data to Network Manager in both hard and soft copy.

      iv. Only Certified Technicians shall perform all fiber optic link testing.

      v. Field test equipment for multi-mode fiber optic cables shall meet the requirements of ANSI/TIA/EIA-526-14A.

      vi. The light source shall meet the launch requirements of ANSI/TIA/EIA-455-50B.

      vii. Field test equipment for single-mode fiber optic cables shall meet the requirements of ANSI/TIA/EIA-526-7.

      viii. All fiber optic launch cables and test adapters used for testing shall be of high quality and devoid of excessive wear or exhibit anomalies between strand tests. Test results that indicated anomalies between strands within the same sheath shall be declared a failure unless all strands within the same sheath unconditionally pass testing. BryComm shall diagnose and repair any fiber optic cable exhibiting strand-to-strand anomalies that result in any test failure(s).

ix. BryComm shall test and certify all fiber optic cable plant with approved field tester(s) that are within their calibration period. BryComm shall be liable for all retesting required in the event tests are performed with un-approved test equipment or tester(s) that are not within their calibration period.

x. BryComm shall invite the Network Manager to witness/verify field testing prior to final acceptance. The Network Manager shall randomly select 5% of the installed links for test verification purposes. BryComm shall re-test these links in the presence of the Network Manager and the results shall be compared to the previously BryComm submitted test results. In the event that 2% of the verification tests differ in terms of pass/fail from the previously submitted test results, testing shall be declared a failure and BryComm shall re-test 100% of the installed links with the cost of such tests borne by BryComm.

xi. Fiber optic connector attenuation shall not exceed 0.75dB.

xii. Fiber optic splice attenuation (if allowed) shall not exceed 0.3dB.

xiii. Multi-mode fiber optic cables shall be tested using the following attenuation coefficient parameters:

1. 62.5/125 multi-mode 850nm < 3.5dBlkm
2. 62.5/125 multi-mode 1300nm <_1.5dBlkm
3. 50/125 Multi-mode 850nm < 3.5dBlkm
4. 50/125 multi-mode 1300nm <_1.5dBlkm

xiv. Single-mode fiber optic cables shall be tested using the following attenuation coefficient parameters:

1. 8.2/125 single-mode (Inside Plant) 1310 ≤1.0dBlkm
2. 8.2/125 single-mode (Inside Plant) 1550 ≤1.0dBlkm
3. 8.2/125 single-mode (Outside Plant) 1310 ≤0.5dBlkm
4. 8.2/125 single-mode (Outside Plant) 1550 ≤0.5dBlkm

xv. Link attenuation for all fiber optic strands shall be calculated using the ANSI/EIA/TIA568-8 Standards formula.

Williamson County OSP Maintenance Unit Pricing

OSP (Outside Plant) Cabling Services Price Sheet - Labor Only

DIR-TSO-3698

The following is a list of services which may be required above and beyond the Williamson County OSP Fiber Maintenance Contract base pricing.

ATTACHMENT A

Part Number	Description	Unit of Measure	List Price	Zone 1 Discount	Quantity	Extended Cost
UC-OSP-001	Place New Fiber, Lashed (ABV), 1-1000'	ft.	$ 1.11	30.00%	1	$ 0.78
UC-OSP-002	Place New Fiber, Lashed (not ABV), 1-1000'	ft.	$ 1.40	30.00%	1	$ 0.98
UC-OSP-003	Place New Fiber, Lashed (ABV), over 1001'	ft.	$ 1.06	30.00%	1	$ 0.74
UC-OSP-004	Place New Fiber, Lashed (not ABV), over 1001'	ft.	$ 1.27	30.00%	1	$ 0.89
UC-OSP-005	Place New Fiber, Self-supporting (ABV), 1-1000'	ft.	$ 1.93	30.00%	1	$ 1.35
UC-OSP-006	Place New Fiber, SS (not ABV), 1-1000'	ft.	$ 2.36	30.00%	1	$ 1.65
UC-OSP-007	Place New Fiber, Self-supporting (ABV), over 1001'	ft.	$ 1.79	30.00%	1	$ 1.25
UC-OSP-008	Place New Fiber, SS (not ABV), over 1001'	ft.	$ 2.21	30.00%	1	$ 1.55
UC-OSP-009	Place New Strand, 1-1000' with hardware	ft.	$ 1.14	30.00%	1	$ 0.80
UC-OSP-010	Place New Strand, over 1001' with hardware	ft.	$ 0.79	30.00%	1	$ 0.55
UC-OSP-011	J-Hook Poles to temp. Cable	ea.	$ 50.00	30.00%	1	$ 35.00
UC-OSP-012	Place 2 Inner ducts in Existing Conduit, 1-1000'	ft.	$ 1.41	30.00%	1	$ 0.99
UC-OSP-013	Place 2 Inner ducts in Existing Conduit, over 1001'	ft.	$ 1.36	30.00%	1	$ 0.95
UC-OSP-014	Place New Fiber Cable in Existing Conduit or DOM, 1-1000'	ft.	$ 1.07	30.00%	1	$ 0.75
UC-OSP-015	Place New Fiber Cable in Existing Conduit or DOM, over 1001'	ft.	$ 0.93	30.00%	1	$ 0.65
UC-OSP-016	Place new DOM (Duct on Messenger)	ft.	$ 1.71	30.00%	1	$ 1.20
UC-OSP-017	Place new Strand (Catinary Wire) 1/4" or 3/8"	ft.	$ 0.79	30.00%	1	$ 0.55
UC-OSP-018	Overlash New Fiber to Existing	ft.	$ 1.21	30.00%	1	$ 0.85
UC-OSP-019	½" Penetration thru Masonry	ea.	$ 107.14	30.00%	1	$ 75.00
UC-OSP-020	½" Penetration thru Siding/Sheetrock	ea.	$ 64.29	30.00%	1	$ 45.00
UC-OSP-021	Place 1" EMT Above False Ceiling, 1-200'	ft.	$ 12.14	30.00%	1	$ 8.50
UC-OSP-022	Place 1" EMT Above False Ceiling, over 201'	ft.	$ 10.00	30.00%	1	$ 7.00
UC-OSP-023	Place Fiber thru EMT, 1-200'	ft.	$ 1.13	30.00%	1	$ 0.79
UC-OSP-024	Place Fiber thru EMT, over 201'	ft.	$ 1.06	30.00%	1	$ 0.74
UC-OSP-025	Place 19" or 23" Bolt-down Rack, grounding, power strip	ea.	$ 107.14	30.00%	1	$ 75.00
UC-OSP-026	Place Free-standing Rack + sides + fans, grounding, power strip	ea.	$ 214.29	30.00%	1	$ 150.00
UC-OSP-027	Place 24 port Light guide Box + 6 packs in rack	ea.	$ 107.14	30.00%	1	$ 75.00
UC-OSP-028	Place 12/24 Light guide Box + 6 packs on wall	ea.	$ 121.43	30.00%	1	$ 85.00
UC-OSP-029	Place Polished SC or ST connector/Terminate SM Fiber	ea.	$ 28.57	30.00%	1	$ 20.00
UC-OSP-030	Place Polished SC or ST connector/Terminate MM Fiber	ea.	$ 28.57	30.00%	1	$ 20.00
UC-OSP-031	Hang or Rehang splice case	ea.	$ 164.29	30.00%	1	$ 115.00
UC-OSP-032	Place or Replace Loopers (Slack Mgmt Brackets)	Pair	$ 142.86	30.00%	1	$ 100.00
UC-OSP-033	Place or Replace Tie Wraps (Slack Coil)	ea.	$ 7.06	30.00%	1	$ 4.94
UC-OSP-034	Place Extension Bracket	ea.	$ 107.14	30.00%	1	$ 75.00
UC-OSP-035	Fusion Splice Fiber Optic Pigtails	ea.	$ 41.43	30.00%	1	$ 29.00
UC-OSP-036	Fusion Splicing, SM Fiber	ea.	$ 50.00	30.00%	1	$ 35.00
UC-OSP-037	Fusion Splicing, SM Fiber (72 strand minimum)	ea.	$ 35.71	30.00%	1	$ 25.00
UC-OSP-038	Fusion Splice MM Fiber	ea.	$ 50.00	30.00%	1	$ 35.00
UC-OSP-039	Fusion Splice MM Fiber (72 strand minimum)	ea.	$ 35.71	30.00%	1	$ 25.00
UC-OSP-040	Uni-Direction OTDR Testing (single wavelength)	ea.	$ 12.86	30.00%	1	$ 9.00
UC-OSP-041	Bi-Directional OTDR Testing (single wavelength)	ea.	$ 20.00	30.00%	1	$ 14.00
UC-OSP-042	Uni-Direction OTDR Testing (dual wavelength)	ea.	$ 15.71	30.00%	1	$ 11.00
UC-OSP-043	Bi-Directional OTDR Testing (dual wavelength)	ea.	$ 22.86	30.00%	1	$ 16.00
UC-OSP-044	Uni-Direction Power Meter Testing (single wavelength)	ea.	$ 17.14	30.00%	1	$ 12.00
UC-OSP-045	Bi-Directional Power Meter Testing (single wavelength)	ea.	$ 24.29	30.00%	1	$ 17.00
UC-OSP-046	Uni-Direction Power Meter Testing (dual wavelength)	ea.	$ 20.00	30.00%	1	$ 14.00
UC-OSP-047	Bi-Directional Power Meter Testing (dual wavelength)	ea.	$ 27.14	30.00%	1	$ 19.00
UC-OSP-048	Transfer In line Cable	ea.	$ 107.14	30.00%	1	$ 75.00
UC-OSP-049	Pole Make Ready (for cable assignment)	ea.	$ 64.29	30.00%	1	$ 45.00
UC-OSP-050	Contact Steel Pole (up to 40')	ea.	$ 71.43	30.00%	1	$ 50.00
UC-OSP-051	Transfer Cable at Deadend Pole	ea.	$ 107.14	30.00%	1	$ 75.00

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UC-OSP-052	Transfer Down or Overhead Guy	ea.	$ 107.14	30.00%	1	$ 75.00
UC-OSP-053	Transfer False Deadend Pole	ea.	$ 107.14	30.00%	1	$ 75.00
UC-OSP-054	Transfer Extension Bracket	ea.	$ 71.43	30.00%	1	$ 50.00
UC-OSP-055	Transfer Riser Cable & U-guard	ea.	$ 71.43	30.00%	1	$ 50.00
UC-OSP-056	Transfer 90 degree Bend with Cable	ea.	$ 71.43	30.00%	1	$ 50.00
UC-OSP-057	Transfer 90 degree Bend only	ea.	$ 71.43	30.00%	1	$ 50.00
UC-OSP-058	Transfer 90 degree Bend w/Cable & Conc. Cap	ea.	$ 71.43	30.00%	1	$ 50.00
UC-OSP-059	Transfer 90 degree Bend Only w/Concrete Cap	ea.	$ 71.43	30.00%	1	$ 50.00
UC-OSP-060	Transfer Sidewalk Guy	ea.	$ 71.43	30.00%	1	$ 50.00
UC-OSP-061	Top Pole	ea.	$ 107.14	30.00%	1	$ 75.00
UC-OSP-062	Unlash/Relash Broken Lashing Wire	ft.	$ 0.71	30.00%	1	$ 0.50
UC-OSP-063	Remove Guy and Anchor	ea.	$ 171.43	30.00%	1	$ 120.00
UC-OSP-064	Remove Guy Only	ea.	$ 71.43	30.00%	1	$ 50.00
UC-OSP-065	Delash Cable	ft.	$ 1.07	30.00%	1	$ 0.75
UC-OSP-066	Remove/Replace Strand	ft.	$ 1.36	30.00%	1	$ 0.95
UC-OSP-067	Remove Strand, 1 - 1000'	ft.	$ 1.29	30.00%	1	$ 0.90
UC-OSP-068	Remove Strand, 1000' minimum	ft.	$ 0.64	30.00%	1	$ 0.45
UC-OSP-069	Remove Cable+Strand, 1 - 1000'	ft.	$ 2.00	30.00%	1	$ 1.40
UC-OSP-070	Remove Cable+Strand, 1000' minimum	ft.	$ 1.07	30.00%	1	$ 0.75
UC-OSP-071	Remove Self-supporting Cable, 1 - 1000'	ft.	$ 1.43	30.00%	1	$ 1.00
UC-OSP-072	Remove Self-supporting Cable, 1000' minimum	ft.	$ 0.71	30.00%	1	$ 0.50
UC-OSP-073	Remove Cable via Unlashing, 1-1000'	ft.	$ 1.36	30.00%	1	$ 0.95
UC-OSP-074	Remove Cable via Unlashing, over 1001'	ft.	$ 1.07	30.00%	1	$ 0.75
UC-OSP-075	Remove Telephone Pole in Dirt (30')	ea.	$ 500.00	30.00%	1	$ 350.00
UC-OSP-076	Remove Telephone Pole in Dirt (40')	ea.	$ 571.43	30.00%	1	$ 400.00
UC-OSP-077	Remove Telephone Pole in Dirt (50')	ea.	$ 642.86	30.00%	1	$ 450.00
UC-OSP-078	Remove Telephone Pole in Concrete/Asphalt (30')	ea.	$ 714.29	30.00%	1	$ 500.00
UC-OSP-079	Remove Telephone Pole in Concrete/Asphalt (40')	ea.	$ 785.71	30.00%	1	$ 550.00
UC-OSP-080	Remove Telephone Pole in Concrete/Asphalt (50')	ea.	$ 857.14	30.00%	1	$ 600.00
UC-OSP-081	Place New Telephone Pole in Dirt (30')	ea.	$ 928.57	30.00%	1	$ 650.00
UC-OSP-082	Place New Telephone Pole in Dirt (40')	ea.	$ 1,071.43	30.00%	1	$ 750.00
UC-OSP-083	Place New Telephone Pole in Dirt (50')	ea.	$ 1,357.14	30.00%	1	$ 950.00
UC-OSP-084	Place New Telephone Pole in Concrete/Asphalt (30')	ea.	$ 1,142.86	30.00%	1	$ 800.00
UC-OSP-085	Place New Telephone Pole in Concrete/Asphalt (40')	ea.	$ 1,285.71	30.00%	1	$ 900.00
UC-OSP-086	Place New Telephone Pole in Concrete/Asphalt (50')	ea.	$ 1,571.43	30.00%	1	$ 1,100.00
UC-OSP-087	Remove cable from DOM	ft.	$ 0.57	30.00%	1	$ 0.40
UC-OSP-088	Remove UG Cable to Clear Duct	ft.	$ 0.57	30.00%	1	$ 0.40
UC-OSP-089	Remove Cable and Install Pull String	ft.	$ 1.21	30.00%	1	$ 0.85
UC-OSP-090	Place or Replace Anchor w ½" Rod	ea.	$ 285.71	30.00%	1	$ 200.00
UC-OSP-091	Hand Dig New Anchor	ea.	$ 357.14	30.00%	1	$ 250.00
UC-OSP-092	Place New or Replace Overhead Guy	ft.	$ 0.71	30.00%	1	$ 0.50
UC-OSP-093	Place, Replace or Rehoist Down Guy	ea.	$ 64.29	30.00%	1	$ 45.00
UC-OSP-094	Place or Replace Guy Guard	ea.	$ 50.00	30.00%	1	$ 35.00
UC-OSP-095	Place New or Replace Sidewalk Guy	ea.	$ 57.14	30.00%	1	$ 40.00
UC-OSP-096	Place New Riser	ea.	$ 42.86	30.00%	1	$ 30.00
UC-OSP-097	Place or Replace Riser Guard	ea.	$ 57.14	30.00%	1	$ 40.00
UC-OSP-098	Place or Replace ground rod	ea.	$ 57.14	30.00%	1	$ 40.00
UC-OSP-099	Cleat Cable to Building, 1-500'	ft.	$ 3.93	30.00%	1	$ 2.75
UC-OSP-100	Cleat Cable to Building, over 501'	ft.	$ 2.79	30.00%	1	$ 1.95
UC-OSP-101	Tree Trimming (per span)	ea.	$ 225.00	30.00%	1	$ 157.50
HC-OSP-001	Slack Mgmt to support repair or construction activity (drop or rehang)	hr.	$ 50.00	30.00%	1	$ 35.00
HC-OSP-002	Troubleshoot Fiber, Isolate Problem	hr.	$ 64.29	30.00%	1	$ 45.00
HC-OSP-003	Field and Design	hr.	$ 68.57	30.00%	1	$ 48.00
HC-OSP-004	Permit	hr.	$ 50.00	30.00%	1	$ 35.00
HC-OSP-005	CAD to Bentley Data Conversion and Workstation Support	hr.	$ 68.57	30.00%	1	$ 48.00
HC-OSP-006	Print Reproduction (Utility Job Prints)	hr.	$ 50.00	30.00%	1	$ 35.00
HC-OSP-007	Disk Production (ring or job prints)	hr.	$ 50.00	30.00%	1	$ 35.00

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HC-OSP-011	Supervisor Labor	hr.	$ 55.71	30.00%	1	$ 39.00
HC-OSP-012	Lineman Labor	hr.	$ 30.00	30.00%	1	$ 21.00
HC-OSP-013	3man line crew	hr.	$ 135.71	30.00%	1	$ 95.00
HC-OSP-014	Bucket Truck Usage	hr.	$ 107.14	30.00%	1	$ 75.00
HC-OSP-015	Digger Derrick Truck Usage (for placing telephone poles)	hr.	$ 178.57	30.00%	1	$ 125.00
	*ABV = Access By Vehicle					

ATTACHMENT B - BASE CONTRACT PRICING WORKSHEET

BASE CONTRACT PRICING TABLE
Vendor Name: BryComm LLC
Annual Proposed Base Contract Price: $ 21,500
SUMMARY OF REQUIREMENTS
The base contract price includes all costs required to meet the specifications detailed in the Scope of Service and Performance Requirements. Contract base price is based off of an estimated seven (7) miles of Fiber Optic OSP and nine (9) buildings with an estimated 216 dark strands of fiber. Base price to be adjusted as needed to accommodate future growth of the Williamson County Network. The major requirements are listed below.
SERVICES INCLUDED IN BASE CONTRACT
Trim Trees, Individual Spans (ABV) - 5 spans included in base pricing
Transfer in line Cable - 5 transfers included in base pricing
Pole Make Ready - 5 aerial only transfers and 5 make ready requests included in base pricing
Unlash/Relash Broken Lashing Wire - 5 spans included in base pricing
Place or Replace Anchor - 5 replacements included in base pricing
Biannual OTDR Sweeps of all inactive fibers included in base pricing
PERSONNEL & STAFFING AVAILABLE FOR BASE CONTRACT
Project Manager: with qualified backup personnel
Primary Inspector: with qualified backup personnel
1 Placing crew – one (3) person placing crew
1 Splicing crew – one (2) person splicing crew
Design/ Drawing Personnel: BryComm will have a RCDD on staff
Administrative Personnel: BryComm shall have sufficient staff to provide administrative functions.

ATTACHMENT C

Williamson County Fiber Optic OSP Maintenance Contract

This Williamson County Maintenance Contract ("Agreement") is by and between Williamson County and BryComm, LLC:

_____

_____

_____

for the following Project:

Maintenance of the Williamson County Fiber Optic Network

("Williamson County Network") as required from time to time, including systematic physical plant inspection, certain routine maintenance, and emergency repair of the Williamson County Network during the term of this Agreement ("Maintenance Work").

WITNESSETH:

Article 1. Statement of Work.

1.1 BryComm shall furnish all materials, supplies, labor, services and equipment required for the Maintenance Work (the "Work"):

1.2 This Agreement is exclusive to BryComm.

1.3 In the event Owner determines to contract with other maintenance providers, Owner will notify BryComm at least ten (10) business days in advance of awarding any such additional contract, including Owner's proposed partition of the Maintenance Work as between BryComm and the other maintenance provider(s).

1.4 If such a contract is awarded to another party, the Base Contract Amount (see Section 4 below) of this Agreement for BryComm shall be reduced pro rata in the proportion that the total Maintenance Work performed by the new contracting party(ies) bears to the whole; and the responsibilities hereunder to be borne as the base work level specified in the Maintenance

Specifications (**Attachment A** hereto) by BryComm shall likewise be reduced in said pro rata proportion.

1.5 BryComm agrees to cooperate with Owner and with any such other maintenance provider(s) in effecting coordinated, timely, quality maintenance of the Williamson County Network.

Article 2. Contract Documents and relative priority

2.1 In the event of a conflict between the terms of this Agreement document and any other of the Contract Documents incorporated herein, the provisions of this Agreement document shall control. In the event of a conflict between the terms of any other of the Contract Documents, the documents shall be given controlling precedence in the following order: (i) the Maintenance Specifications; (ii) the General Conditions, (iii) the Additional Contract Documents: (iv) the Proposal.

2.2 Capitalized terms used but not otherwise defined in this Agreement document shall have the same meanings as designated in the Maintenance Specifications or the General Conditions.

2.3 Williamson County is the contracting party and the Owner. All references in the Contract Documents to Williamson County as the Owner or responsible contracting party for this Agreement are in practical effect references to Williamson county, and the Contract Documents shall be construed accordingly.

Article 3. Contract term; commencement of Work; execution of Agreement.

3.1 The Initial Term of this Agreement shall be for one (1) year with possible annual renewals thereafter, with the initial contract term to commence on December1st,2019 and terminate on November 30th,2020, and with subsequent contract years commencing on December 1st, 2020 and ending the following November 30th; and, upon the mutual agreement of the parties, may be renewed for up to four (4) additional Renewal Terms of one (1) year each.

3.2 BryComm will commence the Work on the date specified in the Notice to Proceed issued by Owner (such date specified in the Notice to Proceed called the "Commencement Date" and which, unless otherwise specified by Owner, and upon satisfactory compliance by BryComm with its conditions precedent, including but not limited to those stated in Section 3.3 below, is intended to be December 1st, 2019), and will timely complete all Maintenance Work to be performed within the term of this Agreement and according to and in compliance with the standards, procedures and other provisions of this Agreement.

3.3 BryComm shall not commence the Work until BryComm has provided Owner with (i) a Certificate of Insurance showing that the required insurance coverage is in place, (ii) the required Maintenance Bonds and/or any other bonds required by the Contract Documents, and (iii) BryComm's Safety Plan, and (iv) Owner has approved the insurance, bonds and Safety Plan. Any approval process is for the benefit of Owner only, and does not relieve BryComm from its obligation to comply with the requirements of this Agreement.

3.4 BryComm was permitted a period of ten (10) days from the date BryComm was notified of the award of contract to execute this Agreement, and five (5) days after the date the Agreement is signed by BryComm in which to provide the evidence of insurance, the bonds and the Safety Plan required by the Contract Documents. If BryComm fails to execute this Agreement within the ten-day time period, and/or to submit any of the required documentation within the five-day time period, Owner shall not be required to extend the Substantial Completion Date and Owner has the right to treat each day beyond the ten-day deadline in which this Agreement was unexecuted, and/or each day beyond the five day deadline in which one or more of the required documents had not been submitted, as a day of unexcused delay under the Agreement, which may have the effect of imposing liquidated damages on BryComm and/or reducing the number of calendar days in the term of this Agreement and be grounds for cancellation of the contract award or termination of this Agreements without penalty of further obligation to Owner.

Article 4. Contract Amount.

4.1 For performance of the Maintenance Work, Williamson county will pay to BryComm a Base Contract Amount equal to Twenty-one Thousand Five Hundred Dollars ($21,500.00) annually, to be paid in equal biannual installments as defined in Article 5, section 5.1 below, and additional amounts for any work or materials in addition to the Base Work specified in the Maintenance Specifications ("Additional Work") at the unit-price or other price bases specified in the Proposal, but all subject to adjustment as provided in the Contract Documents:

Article 5. Payments.

5.1 Owner shall pay the annual Base Contract Amount to BryComm in two (2) equal installments of one-half (1/2) of the Base Contract Amount each, due on or before August 1st and January 1st, respectively, during the applicable contract year.

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

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

5.2. BryComm shall invoice Owner for any Additional Work performed, at prices according to those stated in BryComm's Proposal, for which BryComm shall also submit supporting materials acceptable to Owner. All invoices shall clearly identify the applicable work date(s) for each distinct task being billed, and such other information as Williamson County may from time to time specify

5.3 Owner will make payments to BryComm in accordance with the provisions set out in the General Conditions, including any provisions therein for adjustments or disallowances.

Article 6. Insurance.

6.1 BryComm is required to provide proof of required insurance prior to commencing the Work, in accordance with the requirements set out in Section 3.3 above, in the General Conditions, and any other Contract Documents.

6.2 BryComm's maintaining the required insurance is a material condition of the Agreement.

6.3 Prior to each new contract year, including during both the Initial Term and any Renewal Terms, BryComm shall provide proof of insurance both currently and for the next contract year, in addition, at any time during the Initial Term or any Renewal Term of this Agreement, BryComm shall provide Owner proof of current insurance upon request of Owner.

Article 7. Other Obligations. BryComm will comply with all requirements set forth in the other Contract Documents.

Article 8. Liquidated Damages. Liquidated damages in the amount of One Hundred Dollars ($100.00) per day shall accrue for each and every calendar day of unexcused delay in achieving Substantial Completion of any of the Work. Any sums due and payable hereunder by the BryComm shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at or before the time of executing this Agreement. When the Owner reasonably believes that Substantial Completion of any Work hereunder will be inexcusably delayed, the Owner shall be entitled, but not required to, withhold

from any amounts otherwise due BryComm an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when BryComm overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to BryComm those funds withheld, but no longer applicable, as liquidated damages.

Article 9. Worker's Compensation Insurance. Pursuant to Section 406.096 of the Texas Labor Code, by execution of the Agreement, BryComm certifies to Owner that it has Worker's Compensation Insurance coverage for each employee of BryComm employed on this Project. BryComm shall obtain from each subcontractor a certificate which certifies that the subcontractor has Worker's Compensation insurance coverage for each employee of the subcontractor employed on this Project and shall promptly provide Owner with all such certificates.

Article 10. Miscellaneous.

(a) **Choice of law.** This Agreement shall be construed and applied according to the laws of the State of Texas, without giving effect to its choice of law's provisions.

(b) **Venue.** Venue for any all disputes of any kind arising under or related to this Agreement shall be and lie exclusively in the state and county courts of Williamson County, Texas, or, as applicable, the federal district courts of the Western District of Texas, Austin Division.

(c) **Attorney's fees.** The party prevailing in any adjudication, as that term is defined in Texas Local Government Code section 271.151, or successor statutes, of a claim by or against Owner or Owner's Agent, or any member Participant of Owner, or by or against BryComm, arising under or related to this Agreement or the performance of it, shall be entitled to recovery of reasonable and necessary attorney's fees that are equitable and just and costs as permitted by Texas Local Government Code section 271.153 or its successor statute.

(d) **Entire Agreement.** This Agreement, including the other Contract Documents, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral representations, agreements, promises, understandings or undertakings concerning the Work or any other subject matter of this Agreement.

(e) **Amendment.** This Agreement may be amended only by a writing duly approved by Williamson County or its successor's governing body and by BryComm.

(f) **Severance; survival.** If any provision of this Agreement should be held by a court or other legal tribunal to be illegal or otherwise unenforceable, the remainder of this Agreement shall

survive to the extent lawful and practicable without changing the underlying purpose and intent of the Agreement, and shall continue and be enforceable on that basis.

(g) **Construction.** Descriptive headings or captions in this Agreement are for convenience only and shall not affect the construction or application of this Agreement. Words having established technical or trade meanings in the industry shall be so construed. Listings of items shall not be exclusive unless expressly so stated, but shall include other items, whether similar or dissimilar to those explicitly listed, as the context reasonably requires. No rule of construction requiring interpretation against the drafting party shall be applied or given effect. Words of any gender used herein shall be deemed to include words of any other gender; and use of the singular or the plural herein shall include the other, unless context requires otherwise.

(h) **Non-Assignable.** BryComm has been selected by Owner on the basis of experience, qualities, reputation, financial condition, and other attributes specific to BryComm. This Agreement is not assignable by BryComm without the express written consent of Owner, which shall be given or withheld in the sole discretion of Owner; provided, however, that BryComm may assign this Agreement in whole or in part to any entity controlling BryComm, controlled by BryComm or under common ownership and control with BryComm, without the prior written consent of Owner; provided, that BryComm stands thereafter as guarantor of the performance of the assignee entity unless otherwise agreed in writing by Owner. A mere change by BryComm of its partnership name, corporate name or trade name shall not require the consent of Owner; provided, that written notice shall be promptly given to Owner by BryComm of the proposed change and of the effective date thereof, at least fifteen (15) days in advance of such change.

(i) **No waiver of rights.** No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent be in writing signed by the party against which such waiver or consent is asserted; the terms of this Agreement shall not be deemed to be amended by any such waiver or consent unless in a writing expressly stating such amendment; and any waiver by either party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default.

(j) **Force Majeure.** No party hereto shall be responsible for performance hereunder, and its obligation to perform its obligations hereunder shall be suspended, for the duration of any events of force majeure, including but not limited to: Acts of God, including fire, explosion, earthquake, flood, landslide, and catastrophic storm and other weather events; sustained power outages or fuel shortages preventing operation of necessary equipment or receipt of

necessary materials, supplies or equipment; national or international failures of supply of necessary equipment, materials, components or supplies; acts of terrorism, vandalism, sabotage, theft of necessary components, equipment, materials or supplies; any action, law, order, regulation, directive, or requirement of the United States government or of any state or local government, or of any agency, commission, court, regulatory body or other instrumentality of such government, or of any civil or military authority, having requisite authority and jurisdiction, that precludes or substantially adversely affects the party's ability to perform; war, national emergency or civil insurrection, riot or other civil disorder; strike, work stoppage or lockout; or any other event outside the control of the party or its reasonable ability to have avoided or prevented such event; and such excuse by reason of force majeure shall last until that party by the exercise of reasonable diligence removes, avoids or otherwise cures such impediment; provided, however, that failure, inability or absence of performance for any reason based on the economic condition of the party or the potential for economic advantage to that party on the basis of nonperformance shall not constitute an event of force majeure.

(k) **Authority to execute.** Each person signing this Agreement on behalf of a party hereto represents and warrants to the other party that he/she has the requisite authority to sign this Agreement on behalf of the party for which he/she signs, and has been duly authorized by that party to execute this Agreement on the party's behalf and to bind the party thereby; and that all prerequisites to permit and authorize the agreement of the party being represented to enter into this Agreement have been taken and completed as required by applicable law.

(l) **Consents.** Except where otherwise provided in this Agreement, where consent is required of each party to this Agreement, the parties shall not unreasonably withhold, delay or condition such consent.

(m) **DISCLAIMER AND LIMITATION OF LIABILITY.**

NEITHER OWNER NOR OWNER'S AGENT, NOR ANY MEMBER PARTICIPANT OF OWNER, NOR ANY OF THEIR ELECTED OFFICIALS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS OR REPRESENTATIVES (ALL COLLECTIVELY, "OWNER PARTIES"), SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES THAT RESULT OR ARISE FROM OR UNDER THIS AGREEMENT. BRYCOMM'S SOLE REMEDY FOR BREACH OF THIS AGREEMENT BY OWNER OR BY ANY OWNER PARTIES SHALL BE TERMINATION AS PROVIDED HEREIN AND PAYMENT OF ANY FEES, REIMBURSEMENTS, OR OTHER PAYMENTS ACCRUED AND DUE UNDER THE TERMS OF THIS AGREEMENT.

(n) **Failure of appropriations.** This Agreement does not create any future debt or other obligation of Owner or of any Owner Participant entity to make payments other than out of Owner's current fiscal year funds. It shall be grounds for termination of this Agreement without penalty to Owner or any Owner Participant if any member Participant of Owner fails for any reason to appropriate and timely pay to Owner in full its apportioned share of Owner's annual budgeted funds; or, alternatively, Owner shall have the right to adjust the scope of this Agreement and the payment terms and contract payment amounts hereunder to reflect such adjustments as Owner in its discretion makes to its annual budget on account of such failures of appropriation or timely payment by its members; provided, that Owner will give BryComm notice of any such nonappropriation or nonpayment by any member Participant of Owner if in Owner's judgment such non-appropriation or nonpayment will have a material effect on the ability of Owner to make payments required under this Agreement. In the event Owner determines to terminate this Agreement due to any such nonappropriation, and gives written notice to BryComm of such termination, this Agreement will thereupon terminate without penalty to or further obligation hereunder of either party; provided, that Owner will remain responsible for costs and fees accrued hereunder for periods prior to such termination. Owner certifies that it has available funds for payment of this Agreement during the initial fiscal year of Owner in the term hereof.

(o) **Relationship of parties.** The parties contemplate and intend that the relationship of BryComm to Owner at all times during the term of this Agreement and any extensions of it shall be that of an independent BryComm and not an employee of Owner; and nothing in this Agreement or any license, document or attachment made a part hereof, nor any oral agreement, discussion or representation between the parties, shall be construed or applied to create any relationship between the parties other than that of BryComm as an independent Contractor. BryComm shall provide its own personnel for the completion of its services hereunder and agrees to properly insure them.

(p) **Cooperation.** BryComm agrees to cooperate fully with Owner in the performance of the Work hereunder, or in the defense or settlement by Owner of any lawsuit or other claim concerning, related to, or arising from the Work or this Agreement.

(q) **INDEMNITY.**

BRYCOMM SHALL INDEMNIFY AND HOLD OWNER, OWNER'S AGENTS, OWNER *PARTICIPANT ENTITIES AND OTHER OWNER PARTIES, HARMLESS FROM ANY AND ALL* CLAIMS, SUITS AND PROCEEDINGS OF ANY KIND OR CHARACTER (COLLECTIVELY "CLAIMS"), ASSERTED AGAINST OWNER, OWNER'S AGENTS, OTHER OWNER PARTICIPANTS (OR THEIR PERSONNEL) OR OTHER OWNER PARTIES RELATED TO, CONCERNING OR ARISING FROM BRYCOMM'S PERFORMANCE OF WORK UNDER THIS AGREEMENT, FOR WHICH AND TO THE EXTENT ANY SUCH CLAIM IS BASED IN WHOLE OR PART ON ASSERTIONS OF THE ACTS OR OMISSIONS OF CONTRATOR, ITS EMPLOYEES, AGENTS, OFFICERS, PARTNERS, OWNERS OR OTHER PRINCIPALS, SUBCONTRACTOR OR OTHER REPRESENTATIVES.

(r) **Document and information ownership.** All documents detailing information concerning or describing (i) the WILLIAMSON COUNTY Network, including the location or configuration of any part of the WILLIAMSON COUNTY Network (including but not limited to WILLIAMSON COUNTY fiber optic cable, facilities, sites, equipment, or any other part of the WILLIAMSON COUNTY Network, including but not limited to as-built diagrams or other documentation); (ii) the condition from time to time of the WILLIAMSON COUNTY Network or any parts of it; (iii) details or history of any maintenance, repairs, alterations, modifications, reconfigurations, extensions, upgrades, additions or other aspects of any kind of the WILLIAMSON COUNTY Network or any part of it; (iv) plans, designs or engineering work for any WILLIAMSON COUNTY Network extensions, upgrades, additions, alterations, repairs, reconfigurations, maintenance or any other change of any kind to the WILLIAMSON COUNTY Network or any part of it: and (v) any and all other documents related to or concerning the WILLIAMSON COUNTY Network, whether provided to BryComm by WILLIAMSON COUNTY, created by BryComm or its subcontractors in relation to BryComm's work hereunder, or otherwise (all collectively "WILLIAMSON COUNTY Information"), to which BryComm or any of its subcontractors have access, or right of access or control, are and shall remain the sole and exclusive property of WILLIAMSON COUNTY. BryComm understands and acknowledges that the use by BryComm of all such information shall be only in aid of the performance of BryComm's duties hereunder, and that BryComm's unauthorized use, or the unauthorized access by or disclosure to unauthorized persons or entities, shall be a material violation of this Agreement, and that it may be and likely is proscribed by law, for which criminal penalties may be imposed. Upon termination of this Agreement for any reason, BryComm agrees promptly to return all such WILLIAMSON COUNTY Information to Owner and to certify within ten (10) business days of such termination that all WILLIAMSON COUNTY Information in BryComm's possession or under its control or access, or right of control or access, have been returned to Owner. For the purposes of this provision, "documents" includes without limitation hereby any and all documents, records, diagrams, photographs, images, and other information of any kind, no matter where, on what medium, or by what means created, stored, written, recorded, transmitted, kept or maintained; and all WILLIAMSON COUNTY Information provided to BryComm's subcontractors, agents or representatives is considered to be under the control or right of control of BryComm.

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

(t) Termination: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving 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.

(u) Severability: In case 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 any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

(v) Right to Audit: Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider thirty (30) days advance written notice of intended audits and such audits shall be limited to once annually.

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

Executed by the parties on the dates set forth below, but to be effective as of the first day of _____.

OWNER (WILLIAMSON COUNTY):

By: _____

Name: _____
(Print Name)

Title: _____

Date: _____, 2019

MAINTENANCE CONTRACTOR (BRYCOMM, LLC):

By: _____

Name: Cory Brymer

Title: President/Owner

Date: November 5th, 2019

OFFER CERTIFICATION

The undersigned Firm, by signing and executing this offer, certifies and represents to Williamson County that Firm has not offered, conferred or agreed to confer any pecuniary benefit, as defined by § 1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this offer; the Firm also certifies and represents that Firm has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this offer; the Firm certifies and represents that Firm has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of Williamson County concerning this offer on the basis of any consideration not authorized by law; the Firm also certifies and represents that Firm has not received any information not available to other Firms so as to give the undersigned a preferential advantage with respect to this offer; the Firm further certifies and represents that Firm has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Firm will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of Williamson County in return for the person having exercised the person's official discretion, power or duty with respect to this offer; the Firm certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of Williamson County in connection with information regarding this offer, the submission of this offer, the award of this offer or the performance, delivery or sale pursuant to this offer.

FIRM NAME BryComm, LLC

SIGNED BY _____

PRINTED NAME Cory Brymer

TITLE
Presient/Owner

MAILING ADDRESS PO Box 220, Pflugerville, TX 78691

TELEPHONE - (512) 712-4008

FAX NUMBER - (512) 712-4009

DATE November 4th, 2019

E-MAILADDRESS
cory.brymer@brycomm.com

BRYCOMM
WELL CONNECTED.
VOICE | DATA | SECURITY | FIBER OPTICS | AUDIO | VIDEO

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all nonprocurement transactions (e.g., subawards to subrecipients).

BryComms receiving individual awards of $25,000 or more and all subrecipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

VENDOR'S NAME: BryComm, LLC

Signature of Company Official: _____

Date Signed: 11/04/2019

Commissioners Court - Regular Session **21.**

Meeting Date: 11/26/2019

Hazard Mitigation Plan Grant Funding

Submitted By: Michael Shoe, Emergency Management

Department: Emergency Management

Agenda Category: Consent

Information

Agenda Item

To discuss, consider, and take action to apply for hazard mitigation grants to fund a contractor to update the FY21 Hazard Mitigation Plan.

Background

Section 322 of the Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5165) requires local governments to develop a hazardous mitigation plan as a condition for receiving certain types of non-emergency disaster assistance, including funding for mitigation projects; and the Code of Federal Regulations (CFR) at Title 44, Chapter 1, part 201, requires the County to prepare and adopt a local mitigation plan every five years. The current plan will expire in January, 2021. The grant request will be for $120,000 and there is a 25% cost sharing associated with the grant that will be offset by the ten participants in the hazard mitigation plan. Cost sharing would be $20,000 for the county and $1,000 per participating jurisdiction.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PDM Notice of Interest

HMP Cost Sharing

Grant Management Request

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/19/2019 04:01 PM
Emergency Management (Originator)	Michael Shoe	11/19/2019 04:44 PM
County Judge Exec Asst.	Andrea Schiele	11/20/2019 08:29 AM
Form Started By: Michael Shoe		Started On: 11/18/2019 11:45 AM
Final Approval Date: 11/20/2019		

Texas Hazard Mitigation Grant Program (HMGP)
Notice of Intent (NOI) Form

FEMA Disaster # PDM-2019 **Date:** 11/14/2019

Applicant: Williamson County

City: Georgetown **County:** Williamson **State:** TX

NOI Point of Contact (POC)

Name: Kyle McKnight **Title** EM Specialist

Phone: (512) 864-8266 **Mobile:** (512) 688-0526 **Fax:** (512) 864-8227

Email: kmcknight@wilco.org

Mailing Address

Street Address: 911 Tracy Chambers Ln

City: Georgetown **State:** Texas **Zip:** 78626

Assessment

Mitigation Action Plan (MAP) approval date: 02/02/2017

If NOT approved – Date submitted to State: _____

Is this specific project identified in the MAP? Yes

If YES, provide the page location of measure in MAP: _____

If NO, is this type of project identified in the MAP? N/A

Is Community in good standing with NFIP? Yes

Project Proposal

Estimated Project Cost: $ 120,000.00

(Please provide a researched estimate for the total cost of the project.)

Funding Method for 25% Match:

Cash and in-kind services from all plan participants.

Proposed Project Area:

Unincorporated Williamson County to include the cities of Cedar Park, Florence, Georgetown, Hutto, Jarrell, Leander, Liberty Hill, and Round Rock; the Independent School District (ISD) of Jarrell; and Emergency Service District (ESD) 5.

Damage History Related to Project:

N/A

Number of Residents or Structures at Risk:

Williamson County population estimates currently reside at 566,719, with an estimated 198,630 housing units. (Source: census.gov)

Proposed Mitigation Action:

Revision to the existing Williamson County Multi-jurisdictional Hazard Mitigation Plan to include plan updates as well as the addition of several more planning participants.

Background and Discussion:

In 2004, the Texas Colorado River Floodplain Coalition (TCRFC) developed a Hazard Mitigation Action Plan entitled "Creating a Disaster Resistant Lower Colorado River Basin", which was approved by the Federal Emergency Management Agency (FEMA) in 2004. In 2011, TCRFC completed the TCRFC Multi-Jurisdictional Hazard Mitigation Plan Update 2011-2016, as a regional partnership of 15 counties (including Williamson County) and 63 jurisdictions. The 2011-2016 update was completed with technical support from the Lower Colorado River Authority and the outside consultant teams of H20 Partners, Inc. and PBS&J. This update to the TCRFC Multi-Jurisdictional Hazard Mitigation Plan Update 2011-2016 was developed to be specific to Williamson County and its participating communities: the cities of Cedar Park, Florence, and Hutto.

This current Hazard Mitigation Plan Update which is on-file with the Texas Division of Emergency Management (TDEM) and the Federal Emergency Management Agency (FEMA) is due for an update in the year 2021. Beginning in the calendar-year 2020, Williamson County will begin updating this plan in partnership with the existing Multi-Jurisdictional Hazard Mitigation Plan as well as several new jurisdictional participants. As part of this effort, Williamson County will be seeking grant assistance in order to obtain professional services related to the management of this plan update. Partnering jurisdictions will assist Williamson County in the recoupment of financial match to awarded funds through either a cash match or in-kind services.

Project cost is determined using figures provided by TDEM at $60,000 for the plan update to Williamson County plus $6,000 for each additional partnering jurisdiction under the plan. 10 participants X $6,000 + $60,000 = $120,000. It should be noted under this proposal that if there are limitations of available funding, a partial award amount would be considered for assistance in completion of this project.

List any technical studies in progress or completed?

N/A

Will this project be requested as a Phased project? No **If yes, indicate activities:**

- ☐ **Hydrologic & Hydraulic Final**
- ☐ **Engineering**
- ☐ **Design EO 11988**

Will this project require any of the following: (check all that apply)

- ☐ **Benefit Cost Analysis**
- ☐ **Environmental Historical & Environmental Preservation Review**
- ☐ **Other:** _____

Provide the Estimated Period of Performance (POP). If this will be a phased project, identify each POP):

POP (or Phase I POP): 02/01/2021 **Phase II POP:** _____

Submit the completed application via email to *TDEM-Mitigation@tdem.texas.gov.*
Please keep a copy for your files.

Total grant amount	$	120,000
25% Cost Match	$	30,000
Jurisdictional Contributions		
Williamson County	$	23,602
Cedar Park	$	534
Florence	$	55
Georgetown	$	2,588
Hutto	$	670
Jarrell	$	219
Jarrell ESD		
Jarrell ISD		
Leander	$	758
Liberty Hill	$	461
Round Rock	$	1,113

	SQ Mileage	Percent		Cash-match
Williamson County	968	69%	$	20,809
Cedar Park	22	2%	$	482
Florence	1.01	0%	$	22
Georgetown	59.28	4%	$	1,274
Hutto	12.01	1%	$	258
Jarrell	3.13	0%	$	67
Leander	28.22	2%	$	607
Liberty Hill	4.46	0%	$	96
Round Rock	37.14	3%	$	798
Cedar Park ETJ	4.85	0%	$	104
Florence ETJ	3.06	0%	$	66
Georgetown ETJ	122.25	9%	$	2,628
Hutto ETJ	38.32	3%	$	824
Jarrell ETJ	14.1	1%	$	303
Leander ETJ	14.04	1%	$	302
Liberty Hill ETJ	34	2%	$	731
Round Rock ETJ	29.26	2%	$	629

BACKGROUND INFORMATION

Grants Management Request Questionnaire

Please note: The county's acceptance of a grant will generally form a contract and; therefore, the application for a grant must be considered and approved by the Commissioners Court prior to making such application.

DIRECTIONS
Please complete the answers to the best of your ability. If a question does not relate to your request, please mark it N/A (Not Applicable). If your answer requires further research, please mark it as N/R (Needing Research) and give an estimated date such information will be obtained. When finished, please print and upload the form to the Agenda.

Grant Title/Project Name:
Hazard Mitigation Planning Grant

Department:
Emergency Management

Requestor:
☐ Michael Shoe

Contact Email:
michael.shoe@wilco.org

Contact Phone Number:
512-864-8267

Start Date:
1/13/2020

End Date:
1/11/2021

Please select request category:
Grant funding

Describe the request category in detail to include all requirements.
Revision to the existing Williamson County Multi-jurisdictional Hazard Mitigation Plan to include plan updates as well as the addition of several more planning participants. The current Hazard Mitigation Plan Update which is on-file with the Texas Division of Emergency Management (TDEM) and the Federal Emergency Management Agency (FEMA) is due for an update in the year 2021. Beginning in the calendar-year 2020, Williamson County will begin updating this plan in partnership with the existing Multi-Jurisdictional Hazard Mitigation Plan as well as several new jurisdictional participants. As part of this effort, Williamson County will be seeking grant assistance in order to obtain professional services related to the management of this plan update. Partnering jurisdictions will assist Williamson County in the recoupment of financial match to awarded funds through either a cash match or in-kind services.Section 322 of the Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5165) requires local governments to develop a hazardous mitigation plan as a condition for receiving certain types of non-emergency disaster assistance, including funding for mitigation projects; and, the Code of Federal Regulations (CFR) at Title 44, Chapter 1, part 201, requires the County to prepare and adopt a local mitigation plan every five years.

Select the type of grant your department is applying for:
Federal

What is the amount of the grant?
$120,000.00

Please provide a breakdown of the total cost above.
Project cost is determined using figures provided by TDEM at $60,000 for the plan update to Williamson County plus $6,000 for each additional partnering jurisdiction under the plan. 10 participants X $6,000 + $60,000 = $120,000. It should be noted under this proposal that if there are limitations of available funding, a partial award amount would be considered for assistance in completion of this project. The county will be responsbile for $20,000 and each participant would be responsible for $1,000. The total grant award will go to a contractor to revise the paln.

Is there a match requirement?
Yes

If yes, describe the type and source of match.
25% of cash and in-kind services from all plan participants. The county will be responsbile for $20,000 and each participant would be responsible for $1,000.

Does the grant cover the cost of the request 100%?
Yes

OTHER REQUEST QUESTIONS ONLY

List other similar items in the County and/or region and if they available for use?
The only other similar item is the current Hazard Mitigation Plan but it will expire in January, 2021.

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?
This plan would allow us to apply for federal grants that deal with hazard mitigation actions, such as early warning systems (outdoor warning sirens), flood mitigation projects, etc.

Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?
1

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?
Emergency Management

What is the useful life of the item?
5 years by federal regulation.

Will a replacement be requested from general funds when useful life has been exhausted? (OR)
Yes

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?
The only associated maintenance cost is the 5-year life cycle of the plan.

How will this item be funded when the grant ends?
Funding will be sought with other federal hazard grants.

BUDGETARY IMPACT

What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)
Expense reduction to hazard prone areas to mitigate and reduce the response and recovery expense.

Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.
Any equipment will be identified during the planning phase of the document but would be multi-use equipment to mitigate identified hazards. Or the county already has that equipment, such as bulldozers, scrapers, etc.

What is the cost and frequency to maintain/update the additional equipment?
Unknown at this time.

What is the impact of this grant application on other internal/county departments?
The impact could be grant funding for identified county mitigation projects, such as flood prone areas that put roadways under water, that grant funding could be used to mitigate the flood area. There will be a cost matching of no more than 25% if a project was awarded grant funds.

Version: 1.0
Created at 11/19/2019 3:09 PM by Michael Shoe
Last modified at 11/19/2019 3:09 PM by Michael Shoe

Close

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Commissioners Court - Regular Session **22.**

Meeting Date: 11/26/2019

Cat Creek Preserve Fire Mitigation Project

Submitted By: Michael Shoe, Emergency Management

Department: Emergency Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take action on the approval of Team Rubicon performing a fire mitigation project at Cat Creek Preserve.

Background

Team Rubicon, Inc. is a 5013(c) organization that is volunteering to mitigate the fire potential for Cat Creek Preserve. Cat Creek Preserve was identified in the Williamson County Community Wildfire Protection Plan that borders the Woodland Park and Sun City subdivisions. Team Rubicon will construct a 50-foot-wide shaded fuel break at no cost to the county and Team Rubicon will be able to certify their volunteers in operating a chain saw.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cat Creek Preserve WCAD Map

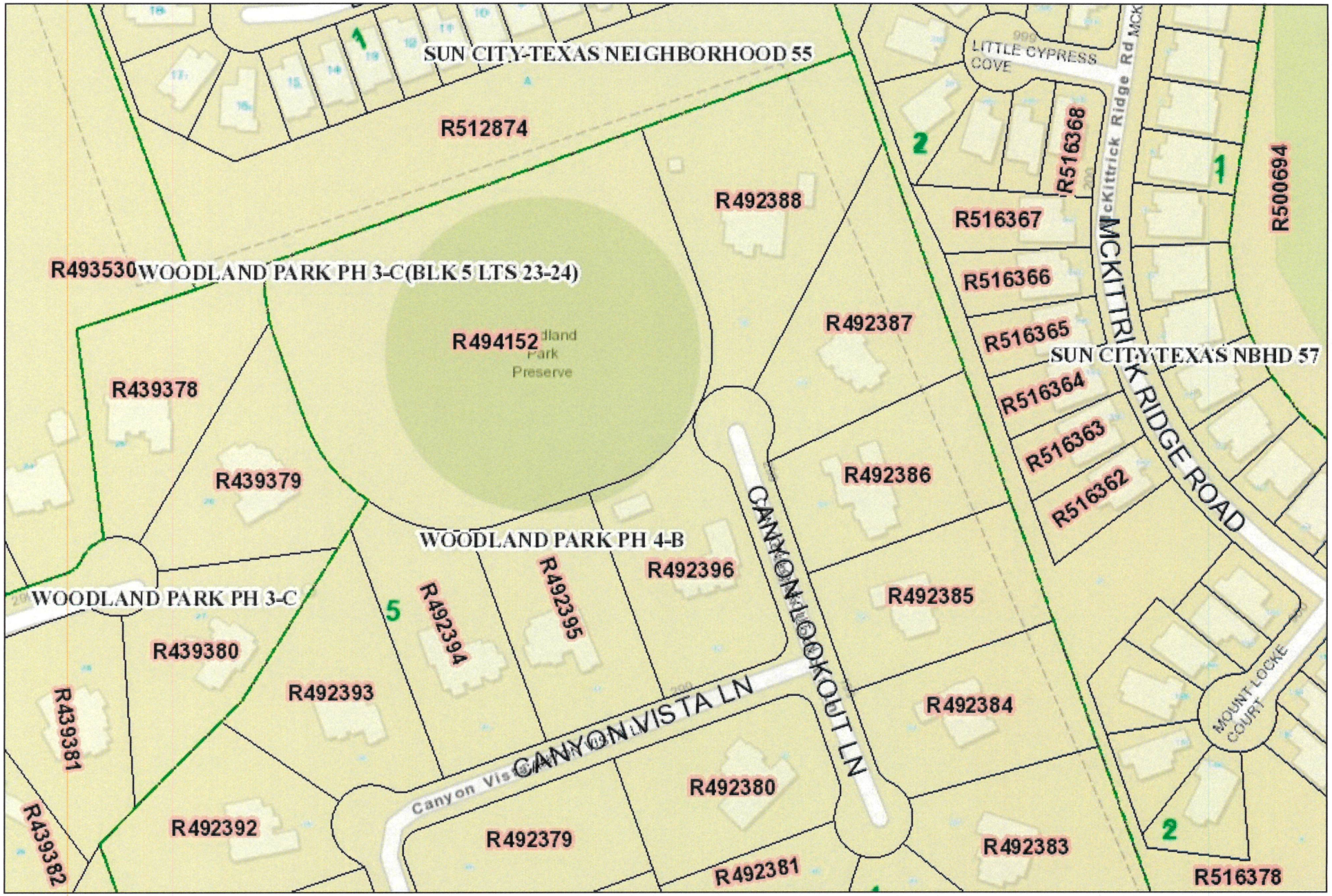
Cat Creek Preserve Fire Mitigation Project

Hold Harmless Agreement

Team Rubicon Certificate of Liability

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/21/2019 08:38 AM
Form Started By: Michael Shoe		Started On: 11/18/2019 09:37 AM
Final Approval Date: 11/21/2019		



Enter Map Title...

Web Print: 11/15/2019

0 188 376 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

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Cat Cave Preserve Project

The Beck Preserve is a 4.5-acre tract of land that contains environmentally sensitive features located on the border between Woodland Park and Sun City subdivisions.

Project Description:

To construct a 50-foot-wide shaded fuel break, along the perimeter of the preserve that adjoins the residential spaces and remove dead fuels.

Estimated Cost:

$5,000 (But no cost if Team Rubicon performs the work)

Possible Funding Sources:

FEMA Hazard Mitigation Grants, Texas A&M Forest Service Fuel Mitigation Grant, and Williamson County General Fund (matching funds).

CAT CAVE PRESERVE

AGREEMENT BETWEEN
WILLIAMSON COUNTY
AND
TEAM RUBICON, INC.

I. PARTIES

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

II. PURPOSE

County owns property known as the Cat Creek Preserve being located near the residential subdivisions named Woodland Park and Sun City in Georgetown, Texas. The Cat Creek Preserve contains environmentally sensitive features. County needs to construct a 50-foot wide shaded fuel break along the perimeter of the Cat Creek Preserve that adjoins residential spaces in order to remove dead fuels (hereinafter referred to as the "Project").

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

III. LIABILITY AND INDEMNIFICATION

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

TEAM RUBICON SHALL CONDUCT ITS ACTIVITIES UPON THE COUNTY'S CAT CREEK PRESERVE SO AS NOT TO ENDANGER ANY PERSON THEREON. IN CONSIDERATION OF COUNTY'S AGREEMENT TO ALLOW TEAM RUBICON TO USE THE COUNTY'S PROPERTY, TEAM RUBICON AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES (COLLECTIVELY, THE "INDEMNIFIED PERSONS") FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, CLAIMS, DEMANDS, FINES,

PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND LITIGATION EXPENSES) TO WHICH ANY OF THE INDEMNIFIED PERSONS MAY BECOME SUBJECT BY REASON OF, OR IN ANY WAY RELATED TO, (A) THE USE OF THE COUNTY'S CAT CREEK PRESERVE BY TEAM RUBICON OR ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS OR BREACHES OF APPLICABLE CODES, LAWS, RULES AND REGULATIONS BY THE TEAM RUBICON OR ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS, (B) ANY ACTION, OMISSION OR NEGLIGENCE, WHETHER IN WHOLE OR IN PART, OF THE TEAM RUBICON OR ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS. THE INDEMNIFIED PERSONS SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND THE TEAM RUBICON HEREBY RELEASES AND FOREVER DISCHARGES THE INDEMNIFIED PERSONS FROM, ANY LOSS, DAMAGE OR INJURY TO ANY PERSON OR PROPERTY OF TEAM RUBICON OR ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS IN, ON OR AROUND THE COUNTY'S CAT CREEK PRESERVE OR OTHER PORTION OF THE COUNTY'S PROPERTY RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO THEFT AND VANDALISM. IN NO EVENT SHALL ANY INDEMNIFIED PERSONS BE LIABLE TO TEAM RUBICON OR ITS AGENTS, CONTRACTORS, EMPLOYEES, , OR GUESTS FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES SUFFERED OR INCURRED BY TEAM RUBICON OR ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS AS A RESULT OF THE ACTIONS OR OMISSIONS OF ANY INDEMNIFIED PERSON.

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

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

IV. TERM OF AGREEMENT

The Team Rubicon shall be allowed to use the County's Cat Creek Preserve from **6:00 a.m. on Saturday, December 14, 2019 until 6:00 p.m. on Sunday, December 15, 2019**.

EXECUTED BY THE PARTIES ON THE DATES SHOWN BELOW:

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

Date: _____ _____, 20___

By: _____
Bill Gravell, Jr.
Williamson County Judge

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

Date: November 20, 2019

By: _____

Printed Name: Andrew Hanna

Official Capacity: Deputy Director Reg. Op. Team Rubicon Inc

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Underhill Insurance Agency 5951 Canoga Ave Woodland Hills CA 91367	**CONTACT NAME:** Elizabeth Underhill **PHONE (A/C, No, Ext):** (818) 883-5037 **FAX (A/C, No):** (818) 883-6330 **E-MAIL ADDRESS:** elizabeth@underhillinsurance.com
INSURED Team Rubicon 6171 W. Century Blvd Suite 310 Los Angeles CA 90045	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Nonprofits Insurance Alliance — 10023 **INSURER B :** AIG Property Casualty Company — 19402 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CL1991004244 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		2019-32287	02/01/2019	02/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 1,000,000 $ 20,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	**AUTOMOBILE LIABILITY** ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			2019-32287	02/01/2019	02/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	☒ **UMBRELLA LIAB** ☐ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			2019-32287-UMB	02/01/2019	02/01/2020	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC013673447	09/19/2019	09/19/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Auto Physical Damage			CWA0014490-02	02/01/2019	02/01/2020	Comprehensive Ded. Collision Ded.	$500 $500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

30 Day Notice except *10 Day Notice of Cancellation will be given of Non-Payment of premium.

RE: Cat Cave Fire Mitigation Operation; 12/13/2019 - 12/16/2019. Certificate Holder is included as Additional Insured as respects General Liability.

CERTIFICATE HOLDER

Williamson County
911 Tracy Chambers Lane
Georgetown TX 78626

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Elizabeth Underhill

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Commissioners Court - Regular Session **23.**

Meeting Date: 11/26/2019

Authorize Annual Support & Maintenance agreement from MCM Technology through H-GAC

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving price Quote #1431 between MCM Technology, LLC and Williamson County for Annual Support and Maintenance for FY 2020 in the amount of $24,906.67 pursuant to H-GAC Contract No. EC07-18 and authorizing the execution of the agreement.

Background

This is our service/maintenance contract for our radio asset/system inventory and management system utilizing the HGAC Cooperative Contract Number EC07-18. Thomas Piche is the point of contact for this transaction. This expenditure will be charged to 01-0507-0507-004500. Funding was approved in the FY2020 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Executed Agreement
HGAC Pricing Sheet
QUOTE

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/21/2019 10:40 AM
County Judge Exec Asst.	Andrea Schiele	11/21/2019 11:47 AM
Form Started By: Johnny Grimaldo		Started On: 11/20/2019 09:54 AM
Final Approval Date: 11/21/2019		

MCM TECHNOLOGY, LLC
SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (this "Agreement"), dated as of the 18th day of November, 2019 (the "Effective Date"), is made and entered into by and between **MCM Technology, LLC**, a Delaware limited liability company located at 3510 Vann Road, Suite 105, Birmingham, AL 35235 ("MCM" or "Licensor"), and Williamson County, TX Emergency Services, located at 3171 SE Inner Loop, Georgetown, TX 78626 ("Licensee").

1. **License and Usage Rights:**
   1.1. **License.** Commencing on the Effective Date, and subject to payment of the license fees specified in the Project Schedule(s), Licensor grants to Licensee, and Licensee accepts from Licensor, a non-exclusive license to the rights set forth herein with respect to each of the software products ("Product(s)") described in the attached Product Schedule(s) in executable code form (the "Executable Code License") and to all user manuals and other documents relating to the Product(s) that are provided to Licensee by MCM (collectively, the "Documentation"). Such license shall continue until it or this Agreement is terminated pursuant to Section 12 hereof. Pursuant to such license, Licensee shall have the following rights:
      1.1.1. **Permitted Use.** Licensee may permit the number of users specified in each Product Schedule to use, access, and benefit from the use of, the applicable Product(s) in the manner and for the intended purposes descried in the Product Schedule(s) and the Documentation. Licensee may install the Product(s) in any combination, subject to the user limitations set forth in the applicable Product Schedule(s), on (i) one or more servers and permit user access thereto, or (ii) individual user workstations. All majority-owned or controlled subsidiaries and divisions of Licensee are hereby granted the use, access, and benefit of the Product(s) by Licensor, at no additional cost, so long as each such subsidiary or division is legally bound by the terms of this Agreement, the number of users authorized under the applicable Product Schedule(s) are not exceeded, and the other license restrictions set forth herein are not violated. Licensee may permit is third party subcontractors to use and access the Product(s) solely in the course of their work for Licensee, provided that Licensee agrees that Licensee shall be responsible for any breach of this Agreement by any such third party subcontractor (if the applicable act(s) or failure(s) to act of such subcontractor, if taken or failed to be taken by Licensee, would constitute a breach of this Agreement by Licensee) and any such third party contractor (i) shall not disclose or distribute any part of the Product(s), (ii) shall maintain the confidentiality of the Product(s), and (iii) shall not otherwise violate Licensor's proprietary rights described herein. In no event shall Licensee enable a third party to access the Product(s) if such third party is known by Licensee to be a competitor of Licensor at the time that access is granted by Licensee. In no event may the Product(s) be used in connection with any commercial timesharing, service bureau or other similar rental or sharing arrangements involving third parties.
      1.1.2. **Right to Copy.** Licensee may make a reasonable number of copies of the Product(s) and the Documentation for its internal use, including, but not limited to, duplication for disaster recovery purposes, provided that Licensee's use of such copies shall be limited in the manner described herein and such copies shall retain Licensor's copyright and proprietary rights notices to the same extent as they appear on the original copy of the Product(s) and Documentation.

2. **Title and Ownership; Data**.
   2.1. **Product(s) and Documentation.** The parties agree that the Product(s) and Documentation constitute valuable property, proprietary information and/or trade secrets of MCM, whether or not any portion of the Product(s) is or may be copyrighted or patented. Title, full ownership and all proprietary rights in and to the Product(s) (as they now exist or may later be modified) and the Documentation and all copies thereof shall remain solely with MCM. Licensee agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within any Product(s) or any related materials or Documentation by Licensor. Except for the license and usage rights expressly granted herein, nothing in this Agreement shall be or shall be interpreted or construed to be a transfer of any right, title or interest whatsoever in the Product(s) or the Documentation.
   2.2. **Data.** All data created and/or processed by the Product(s) is and remain the sole property of Licensee and shall in no way become attached to the Product(s), nor shall Licensor have any rights in or to the data of Licensee without the prior written consent of the Licensee, provided that Licensee shall not unreasonably withhold its consent to any proposed usage of any such data by Licensor in a manner that does not violate applicable law or present a health or safety risk to the public (such as, without limitation, usage of such data to measure or predict product desirability or reliability).

3. **Acceptance:**
   3.1. **Product(s)**. Licensee shall have thirty (30) calendar days from the date of installation of each of the Products (the "Installation Date") to test such Product and determine whether it complies with this Agreement, the applicable Statement of Work ("SOW") or Engineering Project Plan ("EPP"), and any Documentation provided by MCM relating thereto. Licensee must report any perceived nonconformity in such Product to MCM in writing within such 30-day period. Any part of the Product not identified as nonconforming within such time period shall be deemed to be accepted by Licensee in all respects effective as of the end of such 30-day period, and Licensee's failure to notify MCM in writing of nonconformity within such 30-day period shall act as a waiver of any claims with respect thereto. Notwithstanding the 30-day acceptance period, if the Licensee commences using the Product in day-to-day operations, the Product shall be deemed to be accepted by the Licensee on such date of commencement of usage. The date on which a Product is accepted or deemed to be accepted by Licensee hereunder is referred to as the "Acceptance Date". In the event of the discovery and identification of any

nonconforming Product, Licensee's sole and exclusive remedy, and MCM's entire liability, shall be: (i) the correction of program errors that cause nonconformity; or (ii) if MCM cannot substantially correct such nonconformity in a commercially reasonable manner, Licensee may end its license and recover the fees paid to MCM for the license and any unused, prepaid support and maintenance fees.

3.2. **Services**. To the extent any installation, training or other services are performed or completed by MCM after the Installation Date, Licensee shall have thirty (30) calendar days from completion of such services within which to notify MCM in writing of any nonconformity with respect thereto. Any part of the service not identified as nonconforming within such 30-day period shall be deemed to be accepted by Licensee in all respects, and Licensee's failure to notify MCM in writing of nonconformity within such 30-day period shall act as a waiver of any claims with respect thereto.

4. **Delivery Method, Installation and Training.**

4.1. **Method.** Licensor shall deliver the Product(s) to Licensee by one of the following methods specified in the applicable Product Schedule: (i) Licensor shall provide Licensee with a tangible copy of each Product and applicable Documentation (in which case Licensor shall provide Licensee with a replacement copy of the Product(s) at no charge in the event of loss or damage to the copy originally delivered hereunder); (ii) Licensor shall transfer electronically to Licensee (a) a copy of each Product specified in a Product Schedule, and (b) the applicable Documentation in accordance with the delivery instructions set forth in the applicable Product Schedule (in which case the Licensor and Licensee will execute a Certificate of Delivery and Installation after the delivery has been completed); or (iii) in the event the Licensee has chosen a hosted environment by which the Products will be accessed and utilized, Licensor shall provide Licensee with remote access to the Product(s). If the Licensee and Licensor do not specify a method of delivery in the applicable Product Schedule, the applicable Product shall be delivered via a tangible copy pursuant to clause (i) above.

4.2. **Installation**. Licensor will provide the services relating to installation of each Product to the extent and for the fees set forth in the applicable Product Schedule.

4.3. **Training**. Licensor will provide Licensee with training in the use and operation of each Product to the extent and for the fees set forth in the applicable Product Schedule.

4.4. **Other Professional Services**. Licensor will provide other necessary professional services required to cause the Product(s) to be fully functional and operational in the Licensee's operating environment to the extent and for the fees set forth in the applicable Product Schedule, SOW or EPP (which professional services may include Data Conversion, Database Configuration, Installation Services, Business and Workflow Process Evaluation, Project Analysis and Management, Project Documentation, Business and Process Re-engineering, and Executive-Level Training), provided that Licensee is solely responsible for procuring any and all hardware and third party software necessary for the Product(s) to operate in the Licensee's operating environment.

5. **Support and Maintenance**. Support and Maintenance for the Product(s) is defined and governed by a separate Support and Maintenance Agreement.

6. **Software Updates and Upgrades**.

6.1. **Incremental Versions.** So long as Licensee has a Support and Maintenance Agreement in place and is current on payments, Incremental Versions shall be provided to the Licensee as soon as such Incremental Versions have been made available or offered to any of MCM's other licensees. Such Incremental Versions shall not degrade the performance, functioning or operation of the Product(s), and MCM agrees to give Licensee all reasonably necessary assistance to install the same, at no additional cost to Licensee. For purposes of this Agreement, "Incremental Version" means a specific version of a Product containing a similar set of features and functions as previous version(s), but that is incrementally improved in terms of technical stability and reliability, including, without limitation, new versions that effect patches and fixes to a Product (for purposes of clarity, Incremental Versions shall be noted by incremental rather than whole version numbers (e.g., Version 1.1, Version 1.2, Version 1.3, etc.). If MCM releases an Incremental Version of a Product, MCM shall have no further responsibility to provide Maintenance Services with respect to the superseded version of the Product, except that MCM will continue to provide Maintenance Services for such superseded version of the Product for twelve (12) months following the published date of the Incremental Version.

6.2. **New Versions.** MCM shall have no obligation or responsibility of provide Licensee with New Versions that may be offered for sale by MCM in the future. For purposes of this Agreement, "New Version" means a specific version of a Product containing a significant quantity of new or improved features and functions compared to previous version(s) (for purposes of clarity, New Versions shall be noted by whole version numbers (e.g., Version 1.0, Version 2.0, Version 3.0, etc.). If MCM releases a New Version of a Product, MCM shall have no further responsibility to provide Maintenance Services with respect to the superseded version of the Product, except that MCM will continue to provide Maintenance Services for such superseded version of the Product for the longer of (x) twenty-four (24) months following the published date of the New Version and (y) the remainder of the then current Maintenance Period.

7. **Licensee Obligations.**

7.1. **Selection and Use.** Licensee accepts full responsibility for the selection, implementation after installation, and use of the Product(s) and Documentation to achieve Licensee's intended results.

7.2. **Licensee Resources; Third Parties.** Licensee shall provide MCM with access to such personnel, hardware and third-party software as may be necessary to install the Product(s) and provide the other services contemplated hereby, and Licensee shall be responsible for and obtain all rights from third parties necessary for MCM to perform any services contemplated hereby, including, without limitation, all rights of access and rights to modify, under copyright, confidentiality agreements, the Computer Fraud and Abuse Act, and all other forms and sources of rights or restrictions.

7.3. **Audit Rights.** Licensee shall allow MCM to periodically audit Licensee's usage of the Executable Code License granted hereunder to determine compliance with the user limitations and other terms set forth in the Product Schedule(s). MCM 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 MCM which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. MCM agrees that licensee shall have access during normal working hours to all necessary MCM facilities and shall be provided adequate and appropriate workspace in order to

conduct audits in compliance with the provisions of this section. Licensee shall give MCM reasonable advance notice of intended audits.

7.4. **International Law.** Licensee acknowledges that each Product is subject to U.S. export laws. Licensee agrees to comply with all applicable international and national laws that apply to the Product(s), including, without limitation, end-user, end-use, and destination restrictions. Without limiting the generality of the foregoing, additional information may be available at such locations as http://www.bxa.doc.gov or from third party resources. MCM is not responsible for the accuracy of the information at any such websites.

7.5. **Derivative Works.** Licensee shall not, and shall not attempt to, create, replicate, copy, adapt, 'unlock', translate, alter, reverse engineer, revise, disclose, or make derivative works of the Product(s) or Documentation (each a "Modification"), directly or indirectly by any method. Licensee agrees not to develop any software based on any portion or function of the Product(s) or Documentation. All copies, Modifications, and derivative works (whether or not authorized) automatically upon creation (i) belong solely to Licensor, (ii) become subject to the limitations and obligations of Licensee under this Agreement, and (iii) are excluded from any warranty or other obligation by MCM.

7.6. **No Distribution or Sublicenses.** Licensee's license and right to use the Product(s) does not include any license or right to distribute or sublicense the Product(s) or the Documentation. Without limiting the foregoing, the Licensee shall not use, distribute or sublicense the Product(s) in any manner that would cause the Product(s) to become subject to the terms of any "open source" license or agreement or any other license, agreement, or any condition or requirement in equity, law, or contract that would or could require the Product(s) to be (i) released or distributed outside the full control and discretion of MCM, or (ii) distributed or disclosed in source code form.

8. **Warranties.**

8.1. **MCM Warranties.** MCM warrants that: (i) it has the right to license the Product(s) to Licensee pursuant to this Agreement; (ii) Licensee's permitted use and possession of the Product(s) and Documentation will not violate the terms or conditions of any license, confidentiality agreement, non-competition agreement, employment agreement or any other agreement to which MCM may be subject; and (iii) neither the execution of this Agreement by MCM nor the performance by MCM of its obligations hereunder shall infringe any intellectual property rights of any third party with respect to the Product(s) or Documentation. The foregoing warranties shall survive the Installation Date for a period of one (1) year.

8.2. **Material Defects.** MCM warrants the Product(s) shall be free from material defects and shall operate substantially in accordance with the then current applicable Documentation for a period of sixty (60) days following the Installation Date.

8.3. **Remedy.** In the event of a breach of Section 8.2 hereof, MCM's sole responsibility for such breach shall be, at MCM's sole election, to: (a) correct such defects or failures to operate in accordance with specifications or provide a work-around solution; (b) replace any defective Product(s); or (c) correct any errors in MCM's Documentation to substantially conform to the intended performance of the Product(s) and resubmit such Documentation to Licensee. The foregoing obligations of MCM are void if (i) MCM does not receive prompt notice in writing from the Licensee of a breach prior to the end of the applicable 60-day period or (ii) MCM's examination of the applicable Product confirms that the Product has been (x) altered or modified by or on behalf of Licensee, other than by MCM, (y) subjected to negligence or computer or electrical malfunction, or (z) used, adjusted or installed in a manner inconsistent with the Documentation or other written instructions provided by MCM to Licensee hereunder, in which event Licensee shall be invoiced for any additional services rendered by MCM to remedy the problem at the then current rates at the time such services are performed.

8.4. **Warranty Limitation.** The warranty provided in Section 8.2 does not cover any portion of a Product that malfunctions for reasons not connected to the logic of the Product or for reasons not under the control of MCM. The performance of MCM's obligations under Section 8.3 shall be MCM's total maximum liability and MCM's entire obligation to the Licensee as a consequence of breach of Section 8.2 hereof, and the Licensee shall have no other claims against MCM as a result of such breach.

8.5. **Viruses.** Each Product that is provided by Licensor to Licensee under the terms of this Agreement shall be free, at the time of receipt by Licensee, of any programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), the purpose of which is to intentionally cause the Product to cease operating, or to damage, interrupt, interfere with or hinder the operation of the Product, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating or otherwise permit the unauthorized access to Licensee systems or data; provided that the Product may contain a program that enables cessation of access to, or operation of, the Product in the event Licensee does not make timely payment of amounts owed to it by Licensee hereunder. For the avoidance of doubt, the provisions of this Section 8.5 shall apply to each delivery of a Product, in whole or in part, to Licensee including each error correction, patch, update, workaround or other similar interim or partial delivery form of the Product.

8.6. **Professional Services.** MCM represents that all Services to be provided by MCM hereunder will be performed by qualified workers, and in a professional and workmanlike manner, and that the services will conform to the applicable requirements and specifications and to the standards applicable in the software industry. MCM agrees that if any such service is not in material compliance with this warranty and such non-compliance is brought to MCM's attention within a reasonable time after such services are performed, then as the sole remedy for a breach of this warranty MCM will re-perform the applicable services at MCM's sole cost and expense.

8.7. **Enjoined Software.** MCM warrants that if substantial use of a Product for its intended purpose is enjoined through a preliminary injunction, MCM shall, in its discretion and at no expense to the Licensee, either (i) procure for the Licensee the right to continue using the Product or (ii) replace or modify the Product so that it becomes non-infringing and is of equivalent or superior functionality. If neither of the foregoing alternatives are available, the Licensee may terminate the license granted in Section 1.1 only with respect those areas where the use of the Product is found infringing. If the license is terminated, the Licensee will be entitled to, and MCM will remit to the Licensee, a refund of a proportionate amount of the fees paid hereunder for the license to use the Product. If the injunction or action is withdrawn or a settlement of such action is reached, the affected license(s) will be reinstated under the terms of this Agreement.

9. **Warranty Disclaimer.** LICENSEE ACKNOWLEDGES AND AGREES THAT, WITH THE EXCEPTION OF THE LIMITED WARRANTIES SET FORTH IN SECTIONS 8.1, 8.2, 8.5 and 8.6 HEREOF, LICENSOR HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EITHER ORAL OR WRITTEN, EITHER EXPRESS OR IMPLIED, CONCERNING THE PRODUCT(S) AND DOCUMENTATION LICENSED HEREUNDER OR THE SERVICES TO BE

PROVIDED HEREUNDER, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES CONCERNING SUCH PRODUCT(S), DOCUMENTATION AND SERVICES, BOTH EXPRESS AND IMPLIED, ORAL AND WRITTEN, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, ACCURACY OF DATA, SYSTEM INTEGRATION, AND ALL WARRANTIES RELATING TO RESULTS TO BE DERIVED FROM THE USE OF SUCH PRODUCT(S), DOCUMENTATION OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT. LICENSEE ACKNOWLEDGES THAT IT IS A SOPHISTICATED PARTY TO THIS AGREEMENT AND RECOGNIZES AND AGREES THAT THIS PROVISION IS AN INTEGRAL PART OF LICENSOR'S PRICING AND AN IMPORTANT FACTOR IN ITS WILLINGNESS TO GRANT THE LICENSE HEREUNDER AND PERFORM SERVICES HEREUNDER.

10. **Limitations of Liability.** TO THE EXTENT AUTHORIZED UNDER TEXAS LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, WHETHER FORESEEABLE OR NOT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR DESTRUCTION OF DATA, BUSINESS INTERRUPTION, COSTS OF COVER, LOSS OF USE, LOSS OF ANTICIPATED REVENUES OR PROFITS, OR DAMAGES RESULTING FROM OR RELATING TO CLAIMS BROUGHT AGAINST LICESEE BY THIRD PARTIES, REGARDLESS OF WHETHER LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE LICENSEE CANNOT CLAIM, DEMAND OR SEEK RECOVERY FROM LICENSOR OR ITS REPRESENTATIVES FOR ANY OF THE FOREGOING LOSSES OR DAMAGES AND LICENSOR WILL NOT INDEMNIFY THE LICENSEE FOR ANY SUCH CLAIMS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR DISCLAIMS ANY PRODUCT LIABILITY AS A CONSEQUENCE OF LOSS OR DAMAGE TO PROPERTY WHICH, IN VIEW OF ITS NATURE, IS NORMALLY INTENDED FOR COMMERCIAL USE. IN NO EVENT SHALL LICENSOR'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH OR RELATING TO THE PRODUCT(S), DOCUMENTATION, SERVICES OR THIS AGREEMENT EXCEED THE AMOUNT OF THE LICENSING FEES AND OTHER AMOUNTS ACTUALLY PAID BY LICENSEE TO LICENSOR HEREUNDER. THESE LIMITATIONS SHALL APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE. NO CLAIM ARISING IN CONNECTION WITH THE PRODUCT(S), DOCUMENTATION, SERVICES OR THIS AGREEMENT MAY BE BROUGHT AGAINST LICENSOR MORE THAN ONE (1) YEAR AFTER IT ACCRUES.

11. **Confidentiality and Non-Disclosure.** To the extent authorized under Texas law, including but not limited to the Texas Public Information Act (Tex. Gov't Code Ch. 552). Licensee agrees that the Product(s) and Documentation are unique and valuable assets of MCM and agrees to maintain the Product(s) and Documentation and all other Confidential Information of MCM in strict confidence and to use and disclose such Confidential Information only as permitted under this Agreement. For purposes of this Agreement, "Confidential Information" shall mean all information provided to Licensee by MCM, including, without limitation, the Product(s) and Documentation, Licensee proposals, pricing information, contracts and any other information exchanged between MCM and Licensee. Licensee shall prevent disclosure of the Confidential Information to persons or entities other than Licensee's employees, agents, subcontractors or representatives of MCM, or other persons at Licensee's premises, and Licensee may disclose Confidential Information to its employees, agents, subcontractors or representatives of MCM solely for purposes related to Licensee's permitted use of the Product(s) or Documentation hereunder. The foregoing restrictions on disclosure and use shall not apply with respect to any information which: (i) was or becomes publicly known through no fault of Licensee; (ii) was rightfully known or becomes rightfully known to Licensee without confidential or proprietary restriction from a source other than MCM; (iii) is independently developed by Licensee without reference to or reliance on Confidential Information; (iv) is required to be disclosed by law. Licensee hereby acknowledges and agrees that breach of this Section 10 would result in irreparable harm to MCM. To the extent this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

12. **Fees and Charges.**
    - 12.1. **License Fee.** Licensee shall pay to Licensor the licensing fees for the Product(s) being licensed hereunder set forth in the applicable Product Schedule(s). If the Product(s) are being acquired directly from MCM, then the Licensee is obligated to pay MCM according to the Product Schedule(s). If the Product(s) are being acquired via a reseller of MCM's Products, then the Licensee is obligated to pay such reseller according to payment terms and conditions agreed-upon between the Licensee and the reseller.
    - 12.2. **Taxes.** The fees payable under this Agreement do not include sales, use or other similar taxes. Licensee shall be solely responsible for paying, and shall pay, the full amount of any and all taxes imposed concerning the Product(s), Maintenance Services or other services contemplated hereby, excluding taxes based on Licensor's income, and Licensee hereby agrees to indemnify and hold Licensor harmless from and against any such sale, use or other taxes that Licensor may be pay or be compelled to pay. MCM (or any applicable reseller of MCM's Products) may elect, in its sole discretion, to issue a separate invoice for such taxes or indicate on the invoice the amount of taxes attributable thereto, provided that no such election shall negate Licensee's obligations set forth in the immediately preceding sentence.
    - 12.3. **Payment.** All payments due and payable to MCM hereunder shall be no later than thirty (30) days after Licensee's receipt of the applicable invoice from MCM which invoice shall reference the particular Product Schedule(s) to which it relates. Any milestone payments due by the Licensee shall be payable upon the completion of such milestone(s). If the failure to achieve any particular milestone, where the fault of achieving such milestone lies with the Licensee (e.g. hardware not available or accessible (staging, configuration, IT issues, etc.), personnel not available (vacations, PTO, etc.), personnel of Licensee not engaged or not responsive to Licensor communications and requests, etc.), then Licensee shall be billed as if the milestone has been achieved. Past due amounts shall survive the termination or expiration of this Agreement.

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.

13. **Termination.**
    13.1. **Termination by Licensor.** Licensor shall have the right without further obligation or liability to Licensee (i) to terminate the license granted hereunder with respect to any Product to which the applicable license fee or any portion thereof has not been paid within thirty (30) days after receipt by Licensee of written notice from Licensor that such payment is past due; (ii) to terminate the license granted hereunder with respect to any Product to which Licensee is in material breach of its obligations under this Agreement, if Licensee fails to remedy such breach within thirty (30) days after receipt of written notice from Licensor of such breach; or (iii) to terminate the Maintenance Services with respect to any Product to which the applicable Maintenance Services fee or any portion thereof has not been paid within thirty (30) days after receipt by Licensee of written notice from Licensor that such payment is past due. In no event shall termination of the Maintenance Services pursuant to the foregoing clause (iii) prevent the Licensee from continuing to use, access, and benefit from the licensed Product(s).
    13.2. **Bankruptcy Proceedings.** Either party may terminate this Agreement without prior notice upon (i) the filing of a voluntary petition in bankruptcy by the other party, or (ii) the passage of one hundred twenty (120) days after the commencement of any involuntary proceeding against such other party seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any bankruptcy, insolvency or other similar law, if the proceeding has not been dismissed during such one hundred twenty (120) day period.
    13.3. **Termination by Licensee.** Licensee may terminate the license granted hereunder upon thirty (30) days written notice to MCM.
    13.4. **Effect of Termination.** In the event of any termination of this Agreement or the license granted hereunder, Licensee shall only be liable for its pro rata share of services rendered and goods actually received, including all other professional services rendered through the date of termination. In addition, upon the termination of this Agreement or the license granted hereunder with respect to any Product, the rights granted hereunder to Licensee with respect to such Product shall immediately cease, and Licensee shall (i) upon Licensor's request and at Licensor's expense, return to Licensor or destroy the applicable Product together with all Documentation, notes, and other material provided by the Licensor relating to the Product; and/or (ii) upon Licensor's request, purge all copies of the applicable Product or any portion thereof from all computer systems and from any computer storage medium or device on which Licensee has placed or permitted others to place the Product.

14. **Independent Contractor.** The relationship of Licensor to Licensee shall be that of an independent contractor. Neither party shall have any authority to execute contracts or make commitments on behalf of the other party. Nothing contained herein shall be deemed to create the relationship of employer and employee, or principal and agent, joint venturer or partner between Licensor and Licensee.

15. **Security Policies.** Licensor and Licensee agree that their respective employees, while working at or visiting the premises of the other party, shall comply with all the internal rules and regulations of the other party, including security procedures, and all applicable federal, state, and local laws and regulations applicable to the location where said employees are working or visiting.

16. **Force Majeure.** Except with respect to the obligation to pay money, neither party will be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include, but not be limited to, acts of God, acts of terrorism, strikes, supplier delays, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters.

17. **Entire Agreement; Priority; Governing Law.** This Agreement and the Product Schedule(s) referencing this Agreement, along with the related SOWs and EPPs, constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the parties with respect thereto, and there are no warranties, representations and/or agreements between the parties in conjunction with the subject matter hereof except as specifically set forth or referred to herein. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas without regard to any choice of law rules that may direct the applications of the laws of another jurisdiction.

18. **Modifications.** All amendments to this Agreement must be in writing and must be signed by both parties hereto.

19. **Headings.** Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

20. **Enforceability.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

21. **Assignment.** This Agreement and the rights and duties hereunder shall not be assignable, whether by operation of law or otherwise, by Licensee except with the prior written consent of MCM in each instance. MCM may assign this Agreement and its rights and duties hereunder to a third party that acquires MCM, whether such acquisition is structured as an asset purchase, a securities purchase, a merger or otherwise.

22. **U.S. Government Restricted Rights Notice.**

22.1. **U.S. Government Agency.** If the Licensee is a unit or an agency of the United States Government, the terms of this Section 21 apply. If the Licensee is a civilian agency, each Product: i) was developed at private expense and is existing computer software and no part was developed with government funds; (ii) is trade secret of MCM for all purposes of the Freedom of Information Act; (iii) is a commercial item and thus, pursuant to Section 12.212 of the Federal Acquisition Regulations (FAR), the Government's use, duplication or disclosure of the Product is subject to the restrictions set forth in this Agreement and any applicable Product Schedule, SOW or EPP between MCM and the U.S. government agency; (iv) is in all respects proprietary data of MCM; and (v) is unpublished and all rights are reserved under the copyright laws of the United States.

22.2. **U.S. Department of Defense.** If the Licensee is part of the Department of Defense: Each Product is commercial computer software (and commercial computer software documentation), and pursuant to DFAR § 227.7202, use duplication or disclosure of the Product is subject to the restrictions set forth in this Agreement and any applicable Product Schedule, SOW or EPP between MCM and the U.S. Government agency. In the event any technical data are not covered by these provisions, it shall be deemed "technical data - commercial items" pursuant to DFAR § 252.227-7015(a). Any use, modification, reproduction, release, performing displaying, or disclosing of such technical data shall be governed by the terms of DFAR § 252.227-7015(b).

23. **Dispute Resolution – Mediation.** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

24. **Survival.** All terms of this Agreement, which by their nature would survive the termination of this Agreement, shall survive termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

"MCM" or "LICENSOR"

MCM TECHNOLOGY, LLC

By: _____

Name: THOMAS A. BARTELS

Its PRESIDENT + CEO

"LICENSEE"

Williamson County, TX Emergency Services

By: _____

Name: _____

Its _____

PRODUCT SCHEDULE #1

This Product Schedule summarizes the Product(s) being licensed by the Licensor. The Executable Code License granted hereunder shall be effective as of the Effective Date.

Product Name, Description, and Version:	Commshop powered by Motiondeck
Operating System	**Server: Windows 2012 or later** **Workstation: Windows 7 or later**
Database Platform	**Microsoft SQL 2016 or later (requires SSRS)**
Delivery Method	***Please initial the applicable delivery method:*** **____ Tangible Copy** **_____ Electronic Copy** **__X___ Hosted Access**
Product deliverable form:	**Executable Code: Included**
Licensed # Users and Details	***Please fill in the agreed upon number of permitted users:*** **__7___ Core** Commshop **Seat Licenses** **__25__ Light User Licenses**
Hardware	**Specs and recommendations in Statement of Work**
First year Support & Maintenance Term begins	**Sign-off/Acceptance Date: _____/_____/_____**
Fees:	
License Fees	**N/A**
Professional Services and Other Fees	**N/A**
First-Year Maintenance Services Fees	**N/A**
Payment Terms	**If to MCM: Net 30 days per Section 11.4 of the Agreement.** **Payments made to Insight Public Sector.** **50% invoiced upon issue of purchase order; 50% issued on January 31, 2019 or at project acceptance if later than 1/31/2019**
Special Terms and Conditions	
Customization Services	

SUPPORT & MAINTENANCE AGREEMENT

THIS SUPPORT AND MAINTENANCE AGREEMENT (this "Agreement"), dated as of the 18th day of November, 2019 (the "Effective Date"), is made and entered into by and between **MCM Technology, LLC**, a Delaware limited liability company located at 3510 Vann Road, Suite 105, Birmingham, AL 35235 ("MCM" or "Licensor"), and **Williamson County, TX Emergency Services**, located at 3171 SE Inner Loop, Georgetown, TX 78626 ("Client" or "Licensee").

WHEREAS MCM and Client agree that Client is a bonafide Licensee of certain MCM software application(s), as evidenced by the Application Services Agreement and End User License Agreement (Exhibit A) dated May 5, 2010 ("License Agreement"), between MCM and Client, MCM and Client agree to the following provisions with regard to Maintenance and Support to be provided by MCM to Client.

1. **Maintenance**.
   - 1.1. **First-Year Maintenance and Support.** Licensee agrees to purchase maintenance and support services ("Maintenance Services") for each Product, as defined in the License Agreement for a period of one (1) year commencing on the Acceptance Date applicable to the Product (the "Maintenance Period"). The Maintenance Period will automatically renew for successive one (1)-year periods at the then current rates, unless canceled by either party by written notice at least sixty (60) days prior to the expiration of the then current term of the Maintenance Period.
   - 1.2. **Maintenance and Support Services.** MCM shall, during the Maintenance Period and subject to payment of the Maintenance Service fees specified in the Project Schedule(s) in the License Agreement, provide Licensee with the following ongoing Maintenance Services for each Product:
     - 1.2.1. **Telephone, Email and Online Support.** Reasonable telephone and email support in the form of advice and counsel on Licensee's use of the Product. Telephone support shall be provided from 8:00 a.m. to 5:00 p.m. (Central Standard Time), Monday through Friday, exclusive of those holidays observed by Licensor. Licensor's support individuals ("Support Representatives") shall be reasonably competent in the use and operation of the Product. The Support Representatives will act as primary interface to Licensor for support purposes. Licensor will make all commercially reasonable efforts to address the problem identified by the Support Representative. Additionally, Licensee shall have access to MCM's Customer Portal on its Website, giving Licensor access to training manuals, tips and tutorials, product documentation, webinars, system patches and Incremental Version Updates.
     - 1.2.2. **Material Malfunctions and Defects.** In the event of a material malfunction or defect which does not permit a Product to operate substantially in accordance with the Documentation (as defined in the License Agreement), MCM shall perform the services described in Section 8.3 of the License Agreement (entitled "Warranties-Remedy"); provided, however, that Licensee fulfills the obligations set forth therein and the malfunction or defect occur in a supported version of the Product.
     - 1.2.3. **Licensee Obligation.** As a condition to Licensor's obligation to provide the Maintenance Services, Licensee agrees to furnish Licensor with all information, materials and/or access as requested by Licensor that may be needed and reasonably required for use in replicating, diagnosing and correcting a Product(s) problem reported by Licensee.
     - 1.2.4. **Customized Product(s).** Licensor shall not be obligated to provide Maintenance Services for any software other than the Product(s) delivered to Licensee. Licensor shall have no obligation to provide Maintenance Services for Product(s) that have been customized for Licensee by any party other than Licensor unless Licensee has obtained MCM's prior written consent to such modification. Notwithstanding the foregoing, error corrections shall only be provided for customized Products if the reported error is reproducible in the unmodified version. In such event, Licensor shall correct the error in the unmodified version and Licensee shall be responsible for the integration of the error correction into the modified version.
     - 1.2.5. **Licensee-Created Support Issues.** If any problem reported to MCM pursuant to this Section 1 of the Support and Maintenance Agreement is the result of Licensee's misuse of the Product(s) or is unrelated to the Product(s), Licensee shall reimburse MCM for the services provided to correct such malfunction, defect or nonconformity at MCM's then current published standard rates for such services.
     - 1.2.6. **Incremental Versions.** Incremental Versions shall be provided to the Licensee as soon as such Incremental Versions have been made available or offered to any of MCM's other licensees. Such Incremental Versions shall not degrade the performance, functioning or operation of the Product(s), and MCM agrees to give Licensee all reasonably necessary assistance to install the same, at no additional cost to Licensee. For purposes of this Agreement, "Incremental Version" means a specific version of a Product containing a similar set of features and functions as previous version(s), but that is incrementally improved in terms of technical stability and reliability, including, without limitation, new versions that effect patches and fixes to a Product (for purposes of clarity, Incremental Versions shall be noted by incremental rather than whole version numbers (e.g., Version 1.1, Version 1.2, Version 1.3, etc.). If MCM releases an Incremental Version of a Product, MCM shall have no further responsibility to provide Maintenance Services with respect to the superseded version of the Product, except that MCM will continue to provide Maintenance Services for such superseded version of the Product for twelve (12) months following the published date of the Incremental Version.
     - 1.2.7. **New Versions.** MCM shall have no obligation or responsibility to provide Licensee with New Versions that may be offered for sale by MCM in the future. For purposes of this Agreement, "New Version" means a specific version of a Product containing a significant quantity of new or improved features and functions compared to previous version(s) (for purposes of clarity, New Versions shall be noted by whole version numbers (e.g., Version 1.0, Version 2.0, Version 3.0, etc.). If MCM releases a New Version of a Product, MCM shall have no further responsibility to provide Maintenance Services with respect to the superseded version of the Product, except that MCM will continue to provide Maintenance Services for such superseded version of the Product for the longer of (x) twenty-four (24) months following the published date of the New Version and (y) the remainder of the then current Maintenance Period.

2. **Professional Services.** MCM represents that all Support and Maintenance Services and other services to be provided by MCM hereunder will be performed by qualified workers, and in a professional and workmanlike manner, and that the services will conform to the applicable requirements and specifications and to the standards applicable in the software industry. MCM agrees that if any such service is not in material compliance with this warranty and such non-compliance is brought to MCM's attention within a reasonable time after such services are performed, then as the sole remedy for a breach of this warranty MCM will re-perform the applicable services at MCM's sole cost and expense.

3. **Support and Maintenance Service Fees.** Licensee shall pay to Licensor the fees for Maintenance Services set forth in the applicable Product Schedule(s) as defined in the License Agreement. If Maintenance Services are acquired directly from MCM, then the Licensee is obligated to pay MCM according to the Product Schedule(s). If Maintenance Services are being acquired via a reseller of MCM's Products, then the Licensee is obligated to pay such reseller according to payment terms and conditions agreed-upon between the Licensee and the reseller.
   3.1. **Maintenance Period Renewal.** The Maintenance Period will automatically renew for successive one (1)-year periods at the then current rates, unless canceled by either party by written notice at least sixty (60) days prior to the expiration of the then current term of the Maintenance Period.
   3.2. **Maintenance Service Reinstatement Fees.** In the event Licensee allows a Maintenance Period to lapse after any Maintenance Period, or if Licensee wishes to reinstate a previously-terminated Agreement, Licensee may reinstate Maintenance Services by paying (i) fifty percent (50%) of the fees for Maintenance Services that would have otherwise been payable during the period during which Maintenance Services were not being provided, and (ii) applicable periodic fees for the Maintenance Services to be provided during the Maintenance Period.
   3.3. **Taxes.** The license and Maintenance Service fees payable under this Agreement do not include sales, use or other similar taxes. Licensee shall be solely responsible for paying, and shall pay, the full amount of any and all taxes imposed concerning the Product(s), Maintenance Services or other services contemplated hereby, excluding taxes based on Licensor's income, and Licensee hereby agrees to indemnify and hold Licensor harmless from and against any such sale, use or other taxes that Licensor may be pay or be compelled to pay. MCM (or any applicable reseller of MCM's Products) may elect, in its sole discretion, to issue a separate invoice for such taxes or indicate on the invoice the amount of taxes attributable thereto, provided that no such election shall negate Licensee's obligations set forth in the immediately preceding sentence.
   3.4. **Payment.** All payments due and payable to MCM hereunder shall be no later than thirty (30) days after Licensee's receipt of the applicable invoice from MCM. Past due amounts shall survive the termination or expiration of this Agreement. 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.

4. **Termination.**
   4.1. **Termination by Licensor.** Licensor shall have the right without further obligation or liability to Licensee to terminate the Maintenance Services with respect to any Product to which the applicable Maintenance Services fee or any portion thereof has not been paid within thirty (30) days after receipt by Licensee of written notice from Licensor that such payment is past due. In no event shall termination of the Maintenance Services prevent the Licensee from continuing to use, access, and benefit from the licensed Product(s).
   4.2. **Bankruptcy Proceedings.** Either party may terminate this Agreement without prior notice upon (i) the filing of a voluntary petition in bankruptcy by the other party, or (ii) the passage of one hundred twenty (120) days after the commencement of any involuntary proceeding against such other party seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any bankruptcy, insolvency or other similar law, if the proceeding has not been dismissed during such one hundred twenty (120) day period.
   4.3. **Termination by Licensee.** Licensee may terminate this Agreement upon thirty (30) days written notice to MCM.
   4.4. **Effect of Termination.** In the event of any termination of this Agreement, Licensee shall not be relieved from making payments to MCM for all amounts due hereunder, including payment in full for the Maintenance Services through the end of the then current Maintenance Period and for all other professional services rendered through the date of termination.

5. **Warranty Disclaimer.** LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSOR HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EITHER ORAL OR WRITTEN, EITHER EXPRESS OR IMPLIED, CONCERNING THE SERVICES TO BE PROVIDED HEREUNDER, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES CONCERNING SUCH SERVICES, BOTH EXPRESS AND IMPLIED, ORAL AND WRITTEN, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, ACCURACY OF DATA, SYSTEM INTEGRATION, AND ALL WARRANTIES RELATING TO RESULTS TO BE DERIVED FROM THE USE OF SUCH SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT. LICENSEE ACKNOWLEDGES THAT IT IS A SOPHISTICATED PARTY TO THIS AGREEMENT AND RECOGNIZES AND AGREES THAT THIS PROVISION IS AN INTEGRAL PART OF LICENSOR'S PRICING AND AN IMPORTANT FACTOR IN ITS WILLINGNESS TO PERFORM SERVICES HEREUNDER.

6. **Limitations of Liability.** TO THE EXTENT AUTHORIZED UNDER TEXAS LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, WHETHER FORESEEABLE OR NOT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR DESTRUCTION OF DATA, BUSINESS INTERRUPTION, COSTS OF COVER, LOSS OF USE, LOSS OF ANTICIPATED REVENUES OR PROFITS, OR DAMAGES RESULTING FROM OR RELATING TO CLAIMS BROUGHT AGAINST LICESEE BY THIRD PARTIES,

REGARDLESS OF WHETHER LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE LICENSEE CANNOT CLAIM, DEMAND OR SEEK RECOVERY FROM LICENSOR OR ITS REPRESENTATIVES FOR ANY OF THE FOREGOING LOSSES OR DAMAGES AND LICENSOR WILL NOT INDEMNIFY THE LICENSEE FOR ANY SUCH CLAIMS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR DISCLAIMS ANY PRODUCT LIABILITY AS A CONSEQUENCE OF LOSS OR DAMAGE TO PROPERTY WHICH, IN VIEW OF ITS NATURE, IS NORMALLY INTENDED FOR COMMERCIAL USE. IN NO EVENT SHALL LICENSOR'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH OR RELATING TO THE SERVICES OR THIS AGREEMENT EXCEED THE AMOUNT OF THE FEES AND OTHER AMOUNTS ACTUALLY PAID BY LICENSEE TO LICENSOR HEREUNDER. THESE LIMITATIONS SHALL APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE. NO CLAIM ARISING IN CONNECTION WITH THE PRODUCT(S), DOCUMENTATION, SERVICES OR THIS AGREEMENT MAY BE BROUGHT AGAINST LICENSOR MORE THAN ONE (1) YEAR AFTER IT ACCRUES.

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8. **Entire Agreement; Priority; Governing Law.** This Agreement and the Product Schedule(s) referencing this Agreement, along with the related SOWs and EPPs, constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the parties with respect thereto, and there are no warranties, representations and/or agreements between the parties in conjunction with the subject matter hereof except as specifically set forth or referred to herein. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas without regard to any choice of law rules that may direct the applications of the laws of another jurisdiction.

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13. **Dispute Resolution – Mediation.** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

14. **Survival.** All terms of this Agreement, which by their nature would survive the termination of this Agreement, shall survive termination.

15. **Proprietary Information and Texas Public Information Act.** All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a MCM does not desire proprietary information in the Bid to be disclosed each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the MCM, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the MCM. To the extent, if any, that any provision in this Agreement or in the MCM's Bid, if applicable, is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

"MCM" or "LICENSOR"

MCM TECHNOLOGY, LLC

By: _____

Name: THOMAS A. BARTELS

Its PRESIDENT & CEO

"LICENSEE"

Williamson County, TX Emergency Services

By: _____

Name: _____

Its _____

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	EC07-18	Date Prepared:	6/17/2019

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Williamson County, TX	**Contractor:**	MCM Technology, LLC
Contact Person:	Thomas Piche	**Prepared By:**	Murray Shaw
Phone:	(512) 943-3824	**Phone:**	(205) 937-0950
Fax:	(512) 864-8369	**Fax:**	(205) 655-5605
Email:	thomas.piche@wilco.org	**Email:**	murray.shaw@mcmtechnology.com

Catalog / Price Sheet Name:	MCM Technology Revised HGAC Pricing Catalogue - Form D - Revised with Motion
General Description of Product:	Commshop Subscription, Support & Maintenance

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	4031-MO-PO4-M - Support & Maintenance (4 sub licenses for Commshop)	24906.67	24906.67
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
		Total From Other Sheets, If Any:	
		Subtotal A:	24906.67

HGACBuy THE SMART PURCHASING SOLUTION

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
		Total From Other Sheets, If Any:	
		Subtotal B:	0

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Subtotal C:	0

Delivery Date:		**D. Total Purchase Price (A+B+C):**	24906.67

MCM Technology, LLC
3510 Vann Rd, Suite 105
Birmingham, AL 35235
(205) 655-8949
stacie@mcmtechnology.com
mcmtechnology.com

Quote

ADDRESS
Wireless Communications Radio Shop 3171 S.E. Inner Loop Georgetown, Texas 78626

QUOTE #	DATE	
1431	07/15/2019	

ACTIVITY	QTY	RATE	AMOUNT
4031-MO-PO4-M Annual Support and Maintenance Maintenance/Subscr/Period-- (October 1, 2019 - September 30, 2020) Number of Months in Period= 12 Williamson County Texas	1	24,906.67	24,906.67

AFTER REVIEW PLEASE SEND A P.O. AND I WILL ISSUE AN INVOICE FOR PAYMENT.

TOTAL **$24,906.67**

Hosting, Support & Maintenance shall be renewable annually for any number of 12 month terms. The annual renewal rate shall be determined based upon the prevailing rates at the time of the renewal. At no time shall the renewal rate increase more than 5% over the prior year's rate.

Accepted By

Accepted Date

All Pricing is quoted in US Dollars. Taxes are not included in pricing, and would be additional, if applicable, and would be the obligation of the customer.

Commissioners Court - Regular Session **24.**

Meeting Date: 11/26/2019

ASBESTOS ABATEMENT & DEMOLITION

Submitted For: Randy Barker **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Separation Systems Consultants, Inc. to provide Asbestos Abatement and Demolition of a home in the amount of $38,000.00, as per TIPS Contract #170602, and authorizing execution of the agreement. Funding is provided by P496.

Background

The scope of this agreement includes the abatement of asbestos containing materials (ACM) as identified in the asbestos survey report prepared by SSCI in September 2019. Materials to be abated and disposed of include approximately 2,000 square feet of Ceiling Drywall Texture as well as the demolition the home located at 20 Gabriel Forest in Georgetown, TX which was acquired through ROW acquisition. Section 251.016 of the Transportation Code and AG Opinion GA-0693 provide for the removal of objects in the county road ROW. Department point of contact is Dwayne Gossett.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/20/2019 05:05 PM
County Judge Exec Asst.	Andrea Schiele	11/21/2019 08:43 AM
Form Started By: Andrew Portillo		Started On: 11/20/2019 09:03 AM
Final Approval Date: 11/21/2019		

Environmental, Construction and Engineering Services

October 17, 2019

Williamson County Facilities Maintenance Division
3101 SE Inner Loop
Georgetown, Texas 78626

Attn: Mr. Dwayne Gossett
Phone: (512) 943-1611
E-mail: dgossett@wilco.org

RE: Asbestos Abatement and Structural Demolition
Residential Home
20 Gabriel Forest
Georgetown, Texas 78628
SSCI's Project No. 53294
TIPS Contract No. 170602

Mr. Gossett:

Separation Systems Consultants, Inc. (SSCI) respectfully submits this proposal to the Williamson County Facilities Maintenance Division to provide asbestos abatement and structural demolition of the residential home located at 20 Gabriel Forest in Georgetown, Texas 78628 (Site). This proposal is based on the results of the Asbestos Survey Report completed by SSCI in September of 2019.

The Environmental Protection Agency (EPA) Lead Renovation, Repair, and Painting (RRP) Rules do not apply to structures to be fully demolished, therefore a lead-based paint inspection and/or abatement is not required at the Site. Further, the Texas Environmental Lead Reduction Rules (TELRR) exclude vacant homes scheduled to be demolished.

At the request of the client, this project will be performed under SSCI's existing The Interlocal Purchasing System (TIPS) contract (contract no. 170602). SSCI's proposed scope of services is provided below:

Asbestos Abatement

SSCI's proposal includes the abatement of Asbestos Containing Materials (ACM) as identified in the Asbestos Survey Report prepared by SSCI in September of 2019 and during field verification on September 26, 2019. Materials to be abated and disposed of include the following:

- Ceiling Drywall Texture – Approximately 2,000 square feet

Separation Systems Consultants, Inc.
17041 El Camino Real, Suite 200
Houston, Texas 77058
(281) 486-1943
blopez@sscienvironmental.com

The ACMs identified will be removed in accordance with the Occupational Safety and Health Administration (OSHA) and the National Emission Standard for Hazardous Air Pollutants (NESHAP) rules and regulations.

Asbestos abatement will be performed by an Asbestos Abatement Contractor. The abatement process is anticipated to take three (3) days. ACM waste will be transported off-site for disposal by a licensed waste hauler and disposed of at a Texas permitted landfill. Waste hauling and landfill costs will be incurred by the abatement contractor and is included as a part of this proposal.

The Texas Asbestos Health Protection Rules (TAHPR) do not apply to the Site since the Site consists of a single family residence with no other residential, commercial, or public buildings scheduled to be demolished at the Site. OSHA Worker Protection Rules still apply. The following conclusions have been made:

- A Texas Department of State Health Services (TDSHS) asbestos abatement/demolition notification form (Form No. APB No. 5, Rev 05.07) is not required for abatement or demolition activities.
- Project specifications written by a TDSHS licensed asbestos consultant are not required.
- Air monitoring during abatement or demolition activities are not required.

Structural Demolition

Structural demolition of the on-site building and pool will be completed after asbestos abatement activities are finished. Demolition debris will be properly disposed of. Demolition is anticipated to be completed in three (3) days. The following items are included in the structural demolition:

- Sanitary Sewer / Domestic Water Disconnect
- Demolition Permit
- Demolition and proper off-site disposal of the house, swimming pool, concrete deck, bottom, and sidewalls
- Demolition and proper off-site disposal of building slabs, grade beams and building foundations to 3' below grade
- Building site will be rough graded using existing on site materials
- All debris generated will be transported off site and disposed of properly
- All work in compliance with all federal, state and local regulations
- Import select fill, place backfill and bucket compact to fill the void created by pool demolition to bring pool area back to surrounding grade

Assumptions

- SSCI will provide power, water, and temporary lighting for all abatement activities.
- All work to be performed in one (1) mobilization. If additional mobilizations are required, additional fees will be incurred.

- Electrical, gas, and all telecommunications service disconnects, re-routes, and make safe activities to be performed by others prior to demolition.
- SSCI will have unencumbered access to the Site.
- The demolition contractor will maintain salvage rights.
- The scope of work provided is specific and does not cover unseen or unknown conditions or circumstances not included in this scope of work. If additional work is required, it will be priced separately.
- All removable items are to be removed from the Site by other entities prior to the commencement of work by SSCI. SSCI will not be responsible for damage to items that remain on-site after work begins.

Exclusions

The following items are specifically excluded from SSCI's proposed scope of services:

- Silt fencing/temporary fencing
- Temporary construction barriers
- Lay out and engineering fees
- Preparation of surfaces to receive new finishes
- Tree protection/demolition/extraction
- Gas/electrical/water disconnects, capping, and/or pre-demolition utility safeguards
- Back fill/exported/imported fill
- Fine grading
- Parking/pavers demolition
- Demolition of any structures that may exist underground the demo area
- Soil testing and compaction testing

Cost and Schedule

The duration of the abatement is estimated to require three (3) working days. Closeout asbestos abatement summary reports will be prepared and submitted within ten (10) business days of completion of the abatement activities. The report will include the daily logs and waste disposal documentation. The final closeout documents will be provided upon receipt of the signed waste shipment records.

Structural demolition is estimated to require three (3) working days. Demolition of the on-site structure will commence after asbestos abatement activities are finished.

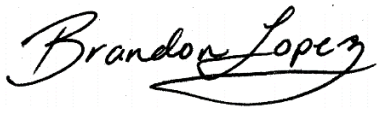
The proposed services will be invoiced based on time and materials, not to exceed fee of $38,000.00. SSCI will invoice on a monthly basis. Invoices are payable upon receipt. Additional fees will be applied for removal of materials not specified in this proposal or for weekend work activities. A breakdown of the estimated fees are provided in the following table:

Asbestos Abatement and Structural Demolition
Residential Home
20 Gabriel Forest, Georgetown, Texas 78628
SSCI Project Number 53294

Description	Quantity	Rate	Units	Amount
Preliminary Planning				
Principal	1	$200.00	Hour	$200.00
Senior Project Manager	1	$135.00	Hour	$135.00
Project Manager	2	$75.00	Hour	$180.00
Clerical and Accounting	1	$65.00	Hour	$65.00
Sub Total				**$580.00**
Asbestos Abatement				
Project Manager	6.5	$75.00	Hour	$487.50
Asbestos Abatement	1	$9,190.00	Lump	$9,190.00
Vehicle	1	$95.00	Day	$95.00
Per diem	1	$35.00	Day	$35.00
Sub Total				**$9,807.50**
Structural Demolition				
Project Manager	6.5	$75.00	Hour	$487.50
Structural Demolition	1	$26,000.00	Lump	$26,000.00
Vehicle	1	$95.00	Day	$95.00
Per diem	1	$35.00	Day	$35.00
Sub Total				**$26,617.50**
Preparation of Summary Reports				
Principal	1	$200.00	Hour	$200.00
Senior Project Manager	2	$135.00	Hour	$270.00
Project Manager	4	$75.00	Hour	$180.00
Environmental Technician	4	$70.00	Hour	$280.00
Clerical and Accounting	1	$65.00	Hour	$65.00
Sub Total				**$995.00**
TOTAL				**$38,000.00**

SSCI appreciates the opportunity to provide this proposal. If this proposal is satisfactory, please sign the acceptance block below and return a copy to us via facsimile at (281) 486-7415 or email. Should you have any questions or comments, please contact us at (281) 486-1943.

Sincerely,



Brandon Lopez
Project Manager

Jo Drake Keim
Vice President

This proposal is valid for sixty (60) days from the date of this letter.

Accepted in accordance with the terms and conditions of SSCI's proposal number 53294:

Authorized Signature	Date
Printed Name	Company (Representative of)

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR ASBESTOS ABATEMENT AND STRUCTURAL DEMOLITION FOR RESIDENTIAL HOME
(20 Gabriel Forest, Georgetown, TX)
TIPS #170602

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Separation Systems Consultants, Inc.** with offices at 17041 El Camino Real, Ste. 200, Houston, TX 77058, (hereinafter "SSCI"). The County agrees to engage SSCI as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: SSCI shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. SSCI expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

A. As described in the attached Proposal/Quotation, dated October 17, 2019 and designated Exhibit "A," which is incorporated herein as if copied in full.

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

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

III.

Consideration and Compensation: SSCI will be compensated based on not-to-exceed fee for the specific project herein. **The not-to-exceed amount under this agreement is $38,000.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

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

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 500,000	$ 500,000
Aggregate policy limits:		$1,000,000

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

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

V.

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

A. As described in the attached Statement of Work/Quotation, dated Proposal/Quotation, dated October 17, 2019 and designated Exhibit "A," which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that SSCI shall not in any sense be considered a partner or joint venturer with The County, nor shall SSCI hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. SSCI shall be considered an independent contractor for the purpose of this Contract

and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by SSCI or failure to act relating to the services being provided.

VII.

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

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

VIII.

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

IX.

Compliance with All Laws: SSCI agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) 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.

XI.

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

XII.

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.

XIII.

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

XIV.

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

XV.

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

XVI.

No Assignment: SSCI may not assign this Contract.

XVII.

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

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

WILLIAMSON COUNTY:	**SEPARATION SYSTEMS CONSULTANTS, INC.:**
_____	_____
Authorized Signature	Authorized Signature
_____	Jo D Keim
Printed Name	Printed Name
Date: _____, 2019	Date: 11/5, 2019

Exhibit "A"
Proposal/Quotation
(dated October 17, 2019 and incorporated herein as if copied in full)

Commissioners Court - Regular Session **25.**

Meeting Date: 11/26/2019

McLiff Coffee and Vending FY20

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Vending Services Contract 1709-189, renewal option period 2, for the pricing, terms and conditions as set forth in Attachment 1, for the term of December 5, 2019 - December 4, 2020 with Mcliff Coffee & Vending.

Background

This is a commission based revenue contract and is no cost to the County. The funds are deposited into County Judge, Employee Fund 01.0409.0000.370500. The department points of contact are Christi Stromberg and Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1709-189 renewal 2 - Mcliff Coffee and Vending

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/20/2019 05:01 PM
County Judge Exec Asst.	Andrea Schiele	11/21/2019 08:34 AM
Form Started By: Dianne West		Started On: 11/19/2019 08:30 AM
Final Approval Date: 11/21/2019		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	**Department:**	Facilities
Vendor Name:	Mcliff Coffee + Vending		
Vendor Address:	204 W. Powell Lane, Bldg 4, Austin, TX 78753		
Purpose/Intended Use of Product or Service (summary):			
Vending Machine Services			
P.O./Contract Number:	1709-189	**Effective Date:**	12/05/2019
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	12/04/2020
Requested By:	Christi Stromberg, Facilities Contract Coordinator		
Detailed description of renewal of product and/or service.			

1. **Williamson County and Mcliff Coffee + Vending hereby agree to extend and amend this bid/proposal/contract for the pricing, terms and conditions as set forth in Attachment 1, which is attached hereto and incorporated herein by reference. All other terms of the bid/proposal/contract and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.**

- **Provide a completed Texas Form 1295 and renewed Certificate of Insurance**

- **Extend Contract for the first (#2) of four (#4) one-year renewal option periods:**

Renewal Option Period 2	December 5, 2019 - December 4, 2020
Renewal Option Period 1	December 5, 2018 – December 4, 2019
Initial Contract Period	December 5, 2017 – December 4, 2018

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Mcliff Coffee & Vending

Name Joseph W. Giannetti

Title Operations Manager

Signature Joseph W. Giannetti

Date 11/8/2019

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

Bill Gravell, Jr.

Williamson County Judge

Signature _____

Date _____

Attachment 1

Williamson County

Vending Machine Services

Solicitation Number – 1709-189

Renewal – Option Period 2

Original Contract Updates at Renewal – Option Period 2

Items detailed below need updating from the original solicitation number 1709-189

1. IV – Williamson County Contract Manager
    a. Facilities Contracts Manager or designee
    b. 3101 SE Inner Loop, Georgetown, TX 78626
    c. Phone: 512-943-1599

Renewal Option – Period 2

Vending Machine Location Description

Below are the existing Vending Machine options that will be renewed with no changes to the existing contract.

1. **Vending Machine Locations:**
   a. Currently, Williamson County has nine (9) snack machines and fifteen (15) beverage machines placed at the following 9 locations:

Building Name	Location	Address	City	Zip	Machine Type
EMS Training	Break area	3189 SE Inner Loop	Georgetown	78626	Beverage
EMS Training	Break area	3189 SE Inner Loop	Georgetown	78626	Snack
ESOC	Training Hallway	911 Tracy Chambers Way	Georgetown	78626	Beverage
ESOC	Training Hallway	911 Tracy Chambers Way	Georgetown	78626	Snack
Georgetown Annex	2nd Floor - Break area	100 Wilco Way	Georgetown	78626	Beverage
Georgetown Annex	2nd Floor - Break area	100 Wilco Way	Georgetown	78626	Snack
Inner Loop	Break area	301 SE Inner Loop	Georgetown	78626	Beverage
Inner Loop	Break area	301 SE Inner Loop	Georgetown	78626	Snack
JJC	Academy	200 Wilco Way	Georgetown	78626	Beverage
JJC	Lobby	200 Wilco Way	Georgetown	78626	Beverage
JJC	Academy	200 Wilco Way	Georgetown	78626	Snack
JJC	Lobby	200 Wilco Way	Georgetown	78626	Snack
Justice Center	Jury Call / Basement	405 MLK	Georgetown	78626	Beverage
Justice Center	1st Floor - Break area	405 MLK	Georgetown	78626	Beverage
Justice Center	1st Floor - Break area	405 MLK	Georgetown	78626	Beverage
Justice Center	2nd Floor - Break area	405 MLK	Georgetown	78626	Beverage
Justice Center	2nd Floor - Break area	405 MLK	Georgetown	78626	Beverage
Justice Center	Jury Call / Basement	405 MLK	Georgetown	78626	Snack
Justice Center	2nd Floor - Break area	405 MLK	Georgetown	78626	Snack
Round Rock	Break area	1801 E Old Settlers Blvd	Round Rock	78644	Beverage

Jester					
Round Rock Jester	Break area	1801 E Old Settlers Blvd	Round Rock	78644	Beverage
Sheriff Office HQ	1st Floor - Hallway	508 S Rock	Georgetown	78626	Beverage
Sheriff Office HQ	1st Floor - Hallway	508 S Rock	Georgetown	78626	Snack
Sheriff Office Jail	Lobby	306 W 4th St	Georgetown	78626	Beverage

2. Commission Percentage:

a. Commission Percentage for the above existing vending machine locations will remain the same, fifteen percent (15%).

3. Vending Machine Choices:

a. The general classification of items to be vended at the above locations may include some or all of the following:

i. Non-alcoholic Beverages;
ii. Candy/Gym;
iii. Snacks and Pastries;
iv. Other items agreed to by Williamson County Facilities Contracts Manager or designee.

Renewal Option – Period 2

Additional Vending Machines and Health Choice Options

Below are items that will be added to the contract and items that will be changed as a part of a pilot program to provide Vending Machine Health Choice Options.

1. **Health Vending Machines Choices:**
    a. The general classification of items to be vended at the following locations may include some of all of the following:

        i. *35% healthy foods;
        ii. Fruits;
        iii. Snacks and Pastries;
        iv. **Fresh food options;
        v. Candy/gum;
        vi. Canned food products;
        vii. Non-alcoholic beverages; and
        viii. other items agreed to by Williamson County Facilities Contracts Manager or designee after renewal is made.

* Health foods will be included in the overall food and beverage choices. These items will be determined by the vendor's expertise in determining popular choices, along with Williamson County Facilities Contracts Manager or designee. Nutritional information on these items should be posted either on the item itself or on a highly visible list on the machine.

- Williamson County Facilities Contract Manager or designee will make final decisions concerning which items will be made available at these two test site locations.

- Williamson County Facilities Contact Manager or designee will meet with McLiff quarterly to review sales, popular choices, alternate health options, and will maintain record of health options success and failures.

** Fresh Food Options, if options become available with McLiff, shall be placed in vending machines and must show the date of preparation in a conspicuous place on the wrapper. No item is to be placed in the machine after date has expired.

2. **Health Vending Machines Locations**:

Building Name	Location	Address	City	Zip	Machine Type
SOTC	Break area	8160 Chandler Road	Hutto	78634	Beverage
SOTC	Break area	8161 Chandler Road	Hutto	78635	Snack
TX Ave	Lobby	355 TX Ave	Round Rock	78644	Beverage
TX Ave	Lobby	355 TX Ave	Round Rock	78644	Snack

3. **Commission Percentage:**
   a. Williamson County agrees to a reduced commission percentage for the two new Health Vending Machines Locations to be five percent (5%).

Commissioners Court - Regular Session **26.**

Meeting Date: 11/26/2019

Additional form for Wilco Pollution Liability coverage for FY20

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of additional insurance coverage request and quote for AIG TankGuard Williamson County Pollution Liability Insurance with an annual premium of $955 and additional $90 for terrorism coverage to support operations of the Fleet Department and authorize County Judge to sign same.

Background

This item is to provide an additional insurance coverage request form that is in addition to the renewal warranty for AIG TankGuard Williamson County Pollution Liability Insurance that was submitted to Commissioners Court and approved on 22 October 2019 under Agenda Item #20. Department Contact: Kevin Teller. Funding Source: FY20, Other Liability Insurance, 0882.0882.004416

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Williamson County Pollution Liability renewal - additional document

Williamson County Pollution Liability Insurance renewal warranty - Commissioners Court approved 22 October 2019

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/20/2019 04:59 PM
County Judge Exec Asst.	Andrea Schiele	11/21/2019 08:30 AM
Form Started By: Dianne West		Started On: 11/18/2019 03:50 PM
Final Approval Date: 11/21/2019		

PROPOSAL ACCEPTANCE - 15

Q#100270 19
Pol#: 000168373

Williamson County

I/We accept Proposal for a policy providing the following Limits of Liability and Deductible:

Limits of Liability $1,000,000/1,000,000 Deductible: $10,000

____ I hereby elect to purchase Terrorism coverage for a premium of $ 90.00 .

____ I hereby reject coverage in accordance with the Terrorism Risk Insurance Act of 2002.

_____ _____

Signature of Applicant or Authorized Representative Date

Q#100270 19
Pol#: 000168373

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM RISK INSURANCE ACT (TRIA) COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING JANUARY 1, 2018; 81% BEGINNING JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Unless you, or your insurance broker on your behalf, **REJECTS** in writing to the Company Terrorism Coverage under the Terrorism Risk Insurance Act as amended, you will be covered for Terrorism as defined in the Act and your prospective premium for that coverage is based upon which coverage option you choose (Coverage options setting forth limits, policy term, etc. are set forth in the attached letter of indication).

Option 1 Terrorism Act Premium: $90

_____ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Commerce and Industry Insurance Company

Return to: Chamber Insurance Agency LLC
20 Commerce Drive, 2nd Floor
Cranford, NJ 07016-3617

_____
Policyholder/Applicant's Signature

_____
Policyholder/Applicant's Printed Name

_____
Date

Williamson County
Quote#: 100270

121187 (01/16)
CI5974

Q#100270 19
Pol#: 000168373

chamber
insurance agency services

20 Commerce Drive
Second Floor
Cranford, N.J. 07016

Toll Free: 800.336.2007
Fax: 973.731.2288
www.chamberagent.com

11/07/19

Ms. Shela Ferrell
JI Special Risks Insurance Agency, Inc.
10535 Boyer Boulevard, Suite 100
Austin, TX 78758-

Re: AIG Environmental TankGuard® Program
Applicant: Williamson County
Effective Date: 12/18/19

Dear Ms. Ferrell:

Thank you for allowing Chamber Insurance Agency Services LLC to provide terms for coverage under the AIG Environmental TankGuard® Program. Having carefully reviewed your submission, we are pleased to offer the enclosed Premium Indication for a policy underwritten by the Commerce and Industry Insurance Company.

The enclosed Indication is based on the information contained in your submission, and may require that you submit certain additional information to us for approval prior to our binding coverage on your behalf. Moreover, this Indication could be subject to change or withdrawal, depending on the content of the information provided.

We recommend that you immediately review this Indication in its entirety to determine whether any additional information is required. If so, we encourage you to submit it to us immediately.

Very truly yours,

Ana Hormilla
On Behalf of Chamber Insurance Agency Services
(973) 669-2389
ahormilla@chamberagent.com
Enclosures

Q#100270 19
Pol#: 000168373

This indication is subject to the following, prior to binding:
- Written request to bind
- Signed TRIA Disclosure Statement (if Insured is rejecting coverage)
- If TRIA Coverage is rejected, then All Terrorism Exclusion Endorsement 118950(1/15) will be attached.
- If TRIA Coverage is accepted, Federal Share of Compensation Under TRIA And Cap On Losses Endorsement 125595(03/17) will be attached.
- Full Net Premium Payment by effective date

NOTICE: PLEASE READ CAREFULLY THE ATTACHED POLICYHOLDER DISCLOSURE STATEMENT UNDER TERRORISM RISK INSURANCE ACT OF 2002. THE INSURED REPRESENTS AND WARRANTS THAT AN OFFICER OF THE INSURED SHALL COMPLETE, SIGN AND RETURN SUCH DISCLOSURE STATEMENT TO THE COMPANY WITHIN 30 DAYS OF THE DATE OF BINDING THIS INDICATION, IF CERTIFIED ACTS OF TERRORISM COVERAGE UNDER TRIA OF 2002 IS REJECTED BY THE INSURED AND THAT THE INSURED OR ITS BROKER SHALL ADVISE THE COMPANY ELLECTRONICALLY THROUGH THE E-TANK SYSTEM OF SUCH REJECTION PRIOR TO BINDING. HOWEVER, IF SUCH COVERAGE IS ACCEPTED BY THE INSURED, THE BROKER MUST ADVISE THE COMPANY IN WRITING ELLECTRONICALLY THROUGH THE E-TANK SYSTEM PRIOR TO BINDING, THE COMPANY SHALL RELY UPON THIS REPRESENTATION AND WARRANTY IN THE ISSUANCE OF ANY BINDER ISSUED RELATED TO THIS INDICATION.

All submitted information is subject to underwriter approval.
Federal and/or state required Storage Tank Certificates of Financial responsibility.
40 CFR 280.97 or state equivalent will also be included when the policy is issued.

This indication is valid for 30 days from the date of this letter if new business, or if a renewal, until the proposed policy inception date shown above.

If you have any questions regarding this indication, please contact the program specialist shown below.

Very truly yours,

Ana Hormilla
Assistant Account Executive
(973) 669-2389

SCHEDULE OF COVERED STORAGE TANK SYSTEMS

Q#100270 19
Pol#: 000168373

Location Address	UST/ AST	Capacity Capacity	Install Year	Retro Date
Williamson County Central Maintenance 3151 S.E. Inner Loop, Suite B Georgetown, TX 78626	UST	2,000	1995	12/18/04
Williamson County 3161 S.E. Inner Loop Georgetown, TX 78626	UST	20,000	2019	7/12/19
	UST	20,000	2019	7/12/19
	UST	3,000	2019	7/12/19

Commerce And Industry Insurance Company Q#100270 19
Proposal - 15 AIG SUB.# 061136180
Pol#: 000168373

Prepared Especially For
Williamson County

The following is our premium indication for the storage tank system listed below. Coverage for Storage Tank Third Party Liability, Corrective Action and Clean-up Costs is offered using Commerce and Industry Insurance Company Form #81106(08/09) with the appropriate endorsements listed below.
Coverage is offered on a Claims Made and Reported Basis.

Policy Dates: From: 12/18/19 To: 12/18/20
Retroactive Date: See Schedule
Commission Rate: 5.00
Covered Storage Tank Systems Locations: See Schedule Attached

Opt.	Limits of Liability (Ea Incident/Agg.)	Deductible (Ea Incident)	Annual Premium	State Surcharges	
001	1,000,000/ 1,000,000	10,000	955	.00 *	.00 **

All premiums are fully earned upon tank removal. There will be no credit for midterm removal.

* State Surcharges are in addition to the annual premium and are assessed when covered locations are within the states of KY, WV, NJ, FL and/or OR.
** This is the additional State Surcharge premium if TRIA is accepted. Payment of surcharges is expected along with the annual premium at binding of coverage.

The premium amount(s) stated above does not include the premium for Terrorism Risk Insurance Act Coverage. Please see the attached Disclosure Statement regarding Terrorism Risk Insurance Act Coverage and the premium for such coverage. In the event that you choose to purchase TRIA Coverage along with one of the options above, the total premium shall be the premium shown above for the option chosen plus the TRIA Coverage premium shown on the attached Disclosure Statement for that option.

Coverage Forms and Endorsements:
- Storage Tank Policy 81106(08/09)
- Storage Tank Declarations Page 81206(08/09)
- Site Schedule 81029(02/13)
- Schedule of Coverage Storage Tank Systems 81017(10/02)
- Separation of Insureds Endorsement 81026(10/02)
- Gaining the Ultimate Value-Added Advantage Thgh AIG 127135(11/17)
- Economic Sanctions Endorsement 89644(06/13)
- Notice of Loss/Notice of Claim 91968(12/06) CI2940
- 81755(03/03) Texas Amendatory End. Concealment & Fraud Condition
- 74802(07/11) Texas Liability Ins. Amen. Endt Cancellation & Nonren.
- 81046(10/02) Texas Endorsement Prompt Payment of Claim
- 81045(10/02) Texas Endt Notice of Settlement of Liability Claims
- 94396(01/10) Texas Important Notice

Storage Tank Third Party Liability

TankGuard ® Renewal Warranty

NAMED INSURED: Williamson County
INSURER: Commerce and Industry Insurance Company

POLICY NUMBER: PLC000168373
POLICY PERIOD: 12/18/19 - 12/18/20

The undersigned warrants and represents that there have been no changes to the schedule of covered tanks or locations:

THIS RENEWAL WARRANTY DOES NOT BIND THE APPLICANT TO BUY, OR THE COMPANY TO ISSUE THE INSURANCE, BUT IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO THE ORIGINAL APPLICATION AND MADE A PART OF THE POLICY. THE UNDERSIGNED APPLICANT DECLARES, WARRANTS AND REPRESENTS THAT THE STATEMENTS SET FORTH IN THIS WARRANTY ARE TRUE AND THAT NO MATERIAL FACTS HAVE BEEN SUPPRESSED OR MISSTATED. THE APPLICANT FURTHER DECLARES, WARRANTS AND REPRESENTS THAT IF THE INFORMATION SUPPLIED ON THIS WARRANTY CHANGES BETWEEN THE EXECUTION DATE OF THE WARRANTY AND THE RENEWAL POLICY EFFECTIVE DATE, THE APPLICANT WILL IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION TO BIND THE INSURANCE.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE COMPANY IN CONJUNCTION WITH THE MOST RECENT LONG FORM APPLICATION AS WELL AS THE RENEWAL WARRANTY SIGNED HEREUNDER ARE INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART THEREOF.

In the event that the company issues a policy, the undersigned acting on behalf of the applicant and all proposed insureds, acknowledges that the company, in providing coverage, will have relied upon, as representations, the declarations and statements which are contained in or attached to or incorporated by reference into this warranty and which are incorporated into the policy.

If the insured would like an indication for higher limits, please indicate.

LIMITS DESIRED: (each incident/aggregate)

☑ $1 million/$1 million ☐ $1 million/$ 2 million ☐ $2 million/$2 million

☐ OTHER: _____

DEDUCTIBLE DESIRED: (each incident)

☐ $5,000 ☑ $10,000 ☐ $25,000 ☐ $50,000 ☐ $100,000

For Deductibles above $50,000, please include your most current audited financial statement.

AIG

Renewal Warranty Acknowledgement

APPLICANT: Valerie Covey
(Signature)
Williamson County

APPLICANT: _____
(Print Name)

DATE: 10/22/19

BROKER: JI Special Risks Insurance Agency, Inc.
(Firm)
10535 Boyer Boulevard, Suite 100
Austin, TX 78758-
(Street Mailing Address)
Ms. Shela Ferrell
(Contact person)
512-427-2487
(Phone #, Fax #, Email Address)
Parker Chambers
(Signature of Broker or Agent)
1575
(License Number and State)
742538186
(Tax I.D. #)

Please note that if you are planning on adding either additional tanks or locations to this policy, the Company requires that we first receive a fully completed renewal application within thirty (30) days of the policy expirations expiration date. Please visit our website www.chamberagent.com to download to application.

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM RISK INSURANCE ACT (TRIA) COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING JANUARY 1, 2018; 81% BEGINNING JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Unless you, or your insurance broker on your behalf, **REJECTS** in writing to the Company Terrorism Coverage under the Terrorism Risk Insurance Act as amended, you will be covered for Terrorism as defined in the Act and your prospective premium for that coverage is based upon which coverage option you choose (Coverage options setting forth limits, policy term, etc. are set forth in the attached letter of indication).

Terrorism Act Premium: $97

_____ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Commerce and Industry Insurance Company

Return to: Chamber Insurance Agency LLC
20 Commerce Drive, 2nd Floor
Cranford, NJ 07016-3617

_____
Policyholder/Applicant's Signature

_____
Policyholder/Applicant's Printed Name

_____
Date

Williamson County

Pol#: 000168373
Quote#: 100270

121187 (01/16)
CI5974

Commissioners Court - Regular Session **27.**

Meeting Date: 11/26/2019

Discuss consider and take appropriate action on an Interlocal Agreement between Williamson County and the City of Coupland

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement between Williamson County and the City of Coupland for a Flood Damage Prevention Ordinance.

Background

The City of Coupland will adopt a Flood Damage Prevention Ordinance consistent with and substantially the same as Williamson County's. Upon adoption of the Ordinance, the Floodplain Administrator of the City of Coupland will appoint the County Engineer of Williamson County or his successor as the City of Coupland Floodplain Administrator. Any and all fees for inspections and/or licenses will be paid directly to the County, and the City agrees to pay the County any remaining expenses associated with enforcement of the Ordinance.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA- City of Coupland

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/20/2019 11:46 AM
Form Started By: Kelly Murphy		Started On: 11/18/2019 11:00 AM
Final Approval Date: 11/20/2019		

INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TEXAS AND THE CITY OF COUPLAND, TEXAS REGARDING THE ADMINISTRATION OF THE CITY OF COUPLAND FLOOD DAMAGE PREVENTION ORDINANCE

This Interlocal Agreement is entered into between Williamson County, Texas, a political subdivision of the State of Texas ("County") and the City of Coupland, Texas ("City").

WHEREAS, City desires to comply with the National Flood Insurance Program with the boundaries of City; and

WHEREAS, County has adopted a Flood Damage Prevention Order pursuant to the National Flood Insurance Program; and

WHEREAS, County has appointed the County Engineer as Floodplain Administrator to implement and monitor this Order within the unincorporated areas of the County; and

WHEREAS, City desires that County provide floodplain administration services for the area within the boundaries of the City; and

WHEREAS, City agrees to adopt a Flood Damage Prevention Ordinance consistent with and substantially the same as the Flood Damage Prevention Order adopted by Williamson County, which is necessary to comply with the National Flood Insurance Program; and

WHEREAS, this Agreement is made pursuant to and under the provision of Chapter 791, Texas Government Code.

NOW THEREFORE, in consideration of the mutual promises and covenants given and the mutual benefits received, which is hereby acknowledged by Williamson County and the City of Coupland, the parties agree as follows:

1. The City shall adopt a Flood Damage Prevention Ordinance ("Ordinance"), a copy of which is attached hereto as Exhibit "A", consistent with and substantially the same as the Flood Damage Prevention Order ("Order") adopted by the County. Further, City shall update its Ordinance from time to time, as consistent with any updates to the Order of the County and take any and all actions necessary to remain in compliance with the National Flood Insurance Program during the entire tenure of this Agreement.

2. Upon adoption of the Ordinance, The Floodplain Administrator of City shall appoint as his agent under said Ordinance, the County Engineer of Williamson County, Texas, or his successor as the City of Coupland Floodplain Administrator.

3. The County Engineer will perform all duties of the City of Coupland Floodplain Administrator as provided in said Ordinance, but the County Engineer shall not be considered during the term of this Agreement an employee of City.

4. Any and all fees for inspections and/or licenses shall be paid directly to Williamson County for the receipt thereof, and, no funds received by the County in payment for fees for inspections and/or licenses shall be paid to City. All such funds shall be retained to pay for services rendered by the County.

5. City further agrees to pay to County, within thirty (30) days of the billing date indicated on the invoice, any expenses or costs associated or incurred in connection with the enforcement of said Ordinance that are not covered by the fees in Paragraph 4. The City shall pay any expenses or costs invoiced by the County from current revenue funds.

6. The County Engineer, while performing all of the duties of the City of Coupland Floodplain Administrator as provided in said Ordinance, shall process permits and other documents pertaining to the Ordinance and shall submit completed permits and other documents to the City for retention by the City.

7. City shall timely forward all correspondences relating to the subject matter of the Ordinance and shall promptly refer all inquiries to the County with attention to the County Engineer. City, by and through its governing body, shall perform all duties required of City and/or the governing body under the Ordinance.

8. **Notice:** Any notice required under the provisions of this Agreement shall be in writing and delivered in person or deposited in the United States Mail, registered or certified, return receipt requested. Any such notice must be addressed to the following addresses. Any notice shall be deemed received three days after the date of deposit in the United States Mail, unless proof is offered to the contrary. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

WILLIAMSON COUNTY:	CITY OF COUPLAND:
Williamson County Judge 710 Main Street, Suite 101 Georgetown, TX 78626 **With a copy to:** Williamson County Engineer 3151 SE Inner Loop, Suite B Georgetown, TX 78626	Mayor Jack Piper P.O. Box 581 Coupland, TX 78615 **With a copy to**

Either party may designate a different address by giving the other party written notice.

9. **Termination:** This Agreement may be terminated for any reason at any time by either party upon ninety (90) days written notice to the other party.

10. **Amendment:** This Agreement may not be amended except by a written instrument specifically referring to this Agreement and signed by the parties hereto.

11. **Binding Agreement:** This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.

12. **Severability:** In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

13. **Immunity:** No provision of this Agreement shall affect or waive any sovereign or governmental immunity available to either party and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses or remedies at law available to either party and/or its elected officials, officers, employees and agents under Federal or Texas law.

14. **Venue:** This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive venue shall be in a court of competent jurisdiction in Williamson County, Texas.

15. **Effective Date:** This Agreement shall become effective upon approval of City's Application for Participation in the National Flood Insurance Program. City shall notify County in writing upon approval of said Application.

16. **Term:** This Agreement shall be for a term of one **(1)** year beginning on the Effective Date and shall automatically renew thereafter for one (1) year terms until terminated.

17. **Third-Party:** The parties to this Agreement do not enter this Agreement to protect any specific third party. The intent of this Agreement excludes the idea of a suit by a third-party beneficiary. The parties to this Agreement do not consent to the waiver of sovereign or governmental immunity under Texas law to the extent any party may have immunity under Texas law.

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

19. **Non-Appropriation and Fiscal Funding.** The obligations of the parties under this Agreement do not constitute a general obligation or indebtedness of either party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that either party shall have the right to terminate this Agreement at the end of any fiscal year if the governing body of such party does not appropriate sufficient funds as determined by the party's budget for the fiscal year in question. Either party may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

20. **Headings:** The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions herein.

21. **Entire Agreement:** This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties and obligations of each to the other as of the Effective Date. Any oral representations or modifications concerning this Agreement will be of no force or effect excepting a subsequent written modification executed by both parties.

IN WITNESS WHEREOF, County and City have caused this Agreement to be signed in their name by their duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as set out herein.

COUNTY:

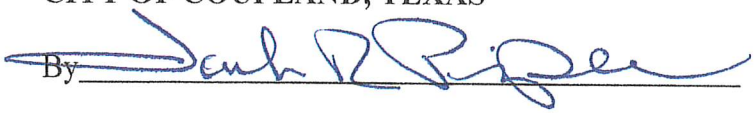
WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell Jr., County Judge

Date:_____, 20_____

CITY:

CITY OF COUPLAND, TEXAS

By 

Printed Name: Jack R. Piper

Title: Mayor

Date: November 14, 2019

CITY OF COUPLAND, TEXAS
Exhibit "A"

FLOOD DAMAGE PREVENTION ORDINANCE NO. 2019-11-14-01 (60.3(d))

ARTICLE I

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS

SECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of Texas has in the Flood Control Insurance Act, Texas Water Code, Section 16.315, delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the City Council of Coupland, Texas does ordain as follows:

SECTION B. FINDINGS OF FACT

(1) The flood hazard areas of the City of Coupland are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.

(2) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

(1) Protect human life and health;

(2) Minimize expenditure of public money for costly flood control projects;

(3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

(4) Minimize prolonged business interruptions;

(5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;

(6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and

(7) Ensure that potential buyers are notified that property is in a flood area.

SECTION D. METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance uses the following methods:

(1) Restrict or prohibit uses that are dangerous to health, safety of property in times of flood, or cause excessive increases in flood heights or velocities;

(2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

(3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;

(4) Control filling, grading, dredging and other development which may increase flood damage;

(5) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters, or which may increase flood hazards to other lands.

ARTICLE 2

DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

ALLUVIAL FAN FLOODING - means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

APEX - means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

APPURTENANT STRUCTURE – means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure

AREA OF FUTURE CONDITIONS FLOOD HAZARD – means the land area that would be inundated by the 1-percent-annual chance (100 year) flood based on future conditions hydrology.

AREA OF SHALLOW FLOODING - means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD HAZARD - is the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed rate making has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

BASE FLOOD - means the flood having a 1 percent chance of being equaled or exceeded in any given year.

BASE FLOOD ELEVATION (BFE) – The elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1% chance of equaling or exceeding that level in any given year - also called the Base Flood.

BASEMENT - means any area of the building having its floor subgrade (below ground level) on all sides.

BREAKAWAY WALL – means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

CRITICAL FEATURE - means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

DEVELOPMENT - means any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

ELEVATED BUILDING – means, for insurance purposes, a non-basement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

EXISTING CONSTRUCTION - means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FLOOD OR FLOODING - means a general and temporary condition of partial or complete inundation of normally dry land areas from:

(1) the overflow of inland or tidal waters.
(2) the unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD ELEVATION STUDY – means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

FLOOD INSURANCE RATE MAP (FIRM) - means an official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) – see *Flood Elevation Study*

FLOODPLAIN OR FLOOD-PRONE AREA - means any land area susceptible to being inundated by water from any source (see definition of flooding).

FLOODPLAIN MANAGEMENT - means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS - means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOOD PROTECTION SYSTEM - means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

FLOOD PROOFING - means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY – see *Regulatory Floodway*

FUNCTIONALLY DEPENDENT USE - means a use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE - means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE - means any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

(4) Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:

(a) By an approved state program as determined by the Secretary of the Interior or;

(b) Directly by the Secretary of the Interior in states without approved programs.

LEVEE - means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

LEVEE SYSTEM - means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

LOWEST FLOOR - means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, not used as a living space but usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; **provided** that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations and provided that the enclosure is built in accordance with Article 5, Section B(3) of this ordinance.

MANUFACTURED HOME - means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

MANUFACTURED HOME PARK OR SUBDIVISION - means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MEAN SEA LEVEL - means, for purposes of the National Flood Insurance Program, the North American Vertical Datum (NAVD) of 1988 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

NEW CONSTRUCTION - means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

RECREATIONAL VEHICLE - means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REGULATORY FLOODWAY - means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

RIVERINE – means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

SPECIAL FLOOD HAZARD AREA – see *Area of Special Flood Hazard*

START OF CONSTRUCTION - (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either

the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE – means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

SUBDIVISION – means any division of an existing tract into two or more parts (whether by plat, metes and bounds, deed, contract, lease, or any other means) if the division is subject to government review and approval under applicable subdivision or manufactured home community regulations.

SUBSTANTIAL DAMAGE - means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT - means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This term also includes any improvements to structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure." The latest in a series of improvements conducted over a period of five years or less that cumulatively equals or exceeds the 50 percent limit is also a substantial improvement.

VARIANCE – means a grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

VIOLATION - means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION - means the height, in relation to the North American Vertical Datum (NAVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

ARTICLE 3

GENERAL PROVISIONS

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES

The ordinance shall apply to all areas of special flood hazard within the jurisdiction of the City of Coupland.

SECTION B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, "The Flood Insurance Study (FIS) for Williamson County, Texas and Incorporated Areas" dated December 20, 2019, with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM) dated December 20, 2019, and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance. Future revisions to the report or maps shall take effect immediately without further action by the City Council.

SECTION C. ESTABLISHMENT OF DEVELOPMENT PERMIT

A Floodplain Development Permit shall be required to ensure conformance with the provisions of this ordinance.

SECTION D. COMPLIANCE

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this ordinance and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be; (1) considered as minimum requirements; (2) liberally construed in favor of the governing body; and (3) deemed neither to limit nor repeal any other powers granted under State statutes.

SECTION G. WARNING AND DISCLAIMER OR LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

ARTICLE 4

ADMINISTRATION

SECTION A. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The Mayor of the City of Coupland is hereby appointed the Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program Regulations) pertaining to floodplain management. The Administrator may delegate his day-to-day duties and responsibilities to employees of the City or to others through an adopted interlocal agreement or contract as appropriate.

SECTION B. DUTIES & RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

(1) Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance.

(2) Review permit application to determine whether to ensure that the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding.

(3) Review, approve or deny all applications for development permits required by adoption of this ordinance.

(4) Review permits for proposed development to assure that all necessary permits (including, without limitation, permits required by Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334, and any applicable subdivision, building permit, fire code, or onsite sewage facility regulations) have been obtained from those Federal, State or local governmental agencies from which prior approval is required.

(5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.

(6) Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is the Texas Water Development Board (TWDB) and also the Texas Commission on Environmental Quality (TCEQ), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

(7) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

(8) When base flood elevation data has not been provided in accordance with Article 3, Section B, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer the provisions of Article 5.

(9) When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

(10) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than 1 foot, provided that the community **first** completes all of the provisions required by Section 65.12.

SECTION C. PERMIT PROCEDURES

(1) Application for a Floodplain Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

(a) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;

(b) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;

(c) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Article 5, Section B (2);

(d) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development;

(e) Maintain a record of all such information in accordance with Article 4, Section (B)(1);

(2) Approval or denial of a Floodplain Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:

(a) The danger to life and property due to flooding or erosion damage;

(b) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

(c) The danger that materials may be swept onto other lands to the injury of others;

(d) The compatibility of the proposed use with existing and anticipated development;

(e) The safety of access to the property in times of flood for ordinary and emergency vehicles;

(f) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;

(g) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;

(h) The necessity to the facility of a waterfront location, where applicable;

(i) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.

SECTION D. VARIANCE PROCEDURES

(1) The Appeal Board, as established by the community, shall hear and render judgment on requests for variances from the requirements of this ordinance.

(2) The Appeal Board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.

(3) Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competent jurisdiction.

(4) The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

(5) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this ordinance.

(6) Variances may be issued for new construction and substantial improvements to be erected on a lot of 1/2 acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section C (2) of this Article have been fully considered. As the lot size increases beyond the 1/2 acre, the technical justification required for issuing the variance increases.

(7) Upon consideration of the factors noted above and the intent of this ordinance, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this ordinance (Article 1, Section C).

(8) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(9) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

[10) Prerequisites for granting variances:

(a) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(b) Variances shall only be issued upon: (i) showing a good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(c) Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(11) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally

dependent use provided that (i) the criteria outlined in Article 4, Section D (1)-(9) are met, and (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

(12) Applicants should be aware that variances will rarely be granted, and that the issuance of a variance may affect insurance availability or cost.

ARTICLE 5

PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A. GENERAL STANDARDS

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

(1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;

(3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;

(4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;

(5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

(6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,

(7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

SECTION B. SPECIFIC STANDARDS

In all areas of special flood hazards where base flood elevation data has been provided as set forth in (i) Article 3, Section B, (ii) Article 4, Section B (8), or (iii) Article 5, Section C (3), the following provisions are required:

(1) **Residential Construction** - new construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated at least one foot or more above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in Article 4, Section C (1) a., is satisfied.

(2) **Nonresidential Construction** - new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated at least one foot or more above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.

(3) **Enclosures** - new construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

(a) A minimum of two openings on separate walls having a total net area of not less than 1 square inch for every square foot of enclosed area subject to flooding shall be provided.

(b) The bottom of all openings shall be no higher than 1 foot above grade.

(c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(4) **Manufactured Homes –** The following provisions are required:

(a) Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

(b) Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated at least one foot or more above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(c) Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of paragraph (4) of this section be elevated so that either:

(i) the lowest floor of the manufactured home is at least one foot or more above the base flood elevation, or

(ii) the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(5) **Recreational Vehicles –** It is required that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either (i) be on the site for fewer than 180 consecutive days, or (ii) be fully licensed and ready for highway use, or (iii) meet the permit requirements of Article 4, Section C (1), and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

(6) **Disclosure Requirement** - Any landowner, broker, or agent who is marketing or selling property, any part of which is known to be within an area of special flood hazard, shall provide each perspective buyer with the following disclosure in writing: "A portion of this property is within an identified area of special flood hazard where a city permit will be required for any construction or change to the property. The purchaser may wish to buy flood insurance."

(7) **Occupancy Restriction** - For the protection of public safety, a structure that has suffered substantial damage from flooding may not be occupied unless a permit application for its repair has been filed. The Administrator may require assessment of any property that has suffered flood damage to determine whether the damage is substantial.

SECTION C. STANDARDS FOR SUBDIVISION PROPOSALS

(1) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with Article 1, Sections B, C, and D of this ordinance.

(2) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Floodplain Development Permit requirements of Article 3, Section C; Article 4, Section C; and the provisions of Article 5 of this ordinance.

(3) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to Article 3, Section B or Article 4, Section B (8) of this ordinance.

(4) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

(5) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

SECTION D. STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES)

Located within the areas of special flood hazard established in Article 3, Section B, are areas designated as shallow flooding. These areas have special flood hazards associated with flood depths of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

(1) All new construction and substantial improvements of **residential** structures have the lowest floor (including basement) elevated at least one foot or more above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified).

(2) All new construction and substantial improvements of **non-residential** structures;

(a) have the lowest floor (including basement) elevated at least one foot or more above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified), or

(b) together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO Zone, or below the Base Flood Elevation in an AH Zone, the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

(3) A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section, as proposed in Article 4, Section C are satisfied.

(4) Require within Zones AH or AO adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.

SECTION E. FLOODWAYS

Floodways - located within areas of special flood hazard established in Article 3, Section B, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

(1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

(2) If Article 5, Section E (1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article 5.

(3) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community **first** completes all of the provisions required by Section 65.12.

SECTION F. SEVERABILITY

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION G. PENALTIES FOR NON-COMPLIANCE

(1) No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Without limitation to this general principle, the following are specifically and nonexclusively declared to be violations:

(a) Development within any area of special flood hazard within the jurisdiction of the City of Coupland without having obtained a Floodplain Development Permit or variance in accordance with this ordinance.

(b) Development elsewhere within the jurisdiction of the City of Coupland without having obtained a determination that the site is not within an area of special flood hazard in accordance with this ordinance.

(c) Development in violation of the express terms of an issued permit.

(d) Creating a subdivision (whether platted or unplatted), marketing subdivision lots, or selling such lots without having first complied with any provision of this ordinance requiring the approval of subdivision proposals.

(e) Knowingly marketing or selling property, any part of which is within an area of special flood hazard, as an owner, broker, or agent without making the disclosures required by Article 5, Section B(6).

(f) Occupying property that has suffered substantial damage from flooding unless a permit application for its repair has been filed.

(g) Acting with intent to promote or assist in the violation of a provision of this ordinance, providing materials, labor, or professional services that aids or attempts to aid in the commission of a violation.

(2) Any person who violates this ordinance or who fails to comply with any of its requirements shall upon conviction thereof be fined not more than $500 for each violation, and in addition shall pay all costs and expenses involved in the case. Each day of continued noncompliance shall constitute a separate offense, with the fines and costs to be paid cumulatively and not concurrently.

(3) To knowingly make a false statement in a governmental record such as a permit application is defined as a misdemeanor or felony offense by Section 37.10, Texas Penal Code, with the penalties set out by law. In addition, any permit issued in reliance on a false statement shall be immediately cancelled.

(4) Nothing herein contained shall prevent the City of Coupland or its officials from taking such other lawful action as is necessary to prevent or remedy any violation.

SECTION H. CERTIFICATION OF ADOPTION

APPROVED: _____
(Jack Piper, Mayor)

PASSED: **November 14, 2019**
(adoption date)

ORDINANCE BECOMES EFFECTIVE IMMEDIATELY

I, the undersigned, **LaVerne Rohlack** do hereby certify that the above is a true and correct copy of an ordinance duly adopted by the City of Coupland City Council, at a regular meeting duly convened on November 14, 2019.

LaVerne Rohlack
City Secretary

Commissioners Court - Regular Session **28.**

Meeting Date: 11/26/2019

Advertisement Approval 2725 IFB Asphalt Emulsions

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Asphalt Emulsions under IFB #2725.

Background

Williamson County is seeking qualified companies to provide Asphalt Emulsions per Item 300, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014 and Special Provisions provided herein. Department point of contact is James Williams. Funding source 01.0200.0210.003550.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/21/2019 10:38 AM
County Judge Exec Asst.	Andrea Schiele	11/21/2019 12:01 PM
Form Started By: Thomas Skiles		Started On: 11/21/2019 07:44 AM
Final Approval Date: 11/21/2019		

Commissioners Court - Regular Session **29.**

Meeting Date: 11/26/2019

Advertisement Approval 2726 IFB Portland Cement

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Portland Cement under IFB #2726.

Background

Williamson County is seeking to purchase Type I and Type II Portland Cement, conforming to Texas Department of Transportation Departmental Materials Specifications DMS-4600 “Hydraulic Cement”, from qualified companies. Department point of contact is James Williams. Funding source 01.0200.0210.003597.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/21/2019 10:38 AM
County Judge Exec Asst.	Andrea Schiele	11/21/2019 12:01 PM
Form Started By: Thomas Skiles		Started On: 11/21/2019 07:58 AM
Final Approval Date: 11/21/2019		

Commissioners Court - Regular Session **30.**

Meeting Date: 11/26/2019

Discuss consider and take appropriate action on approval of the preliminary plat for Sanchez Acres 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 preliminary plat for Sanchez Acres subdivision – Precinct 4.

Background

This proposed subdivision consists of 2 lots and no new public roads.

Timeline

2019-09-03 – initial submittal of the preliminary plat
2019-09-23 – 1st review complete with comments
2019-11-04 – 2nd submittal of preliminary plat
2019-11-15 – 2nd review complete with comments
2019-11-15 – 3rd submittal of preliminary plat
2019-11-18 – 3rd review complete with comments cleared
2019-11-21 – preliminary plat placed on the November 26, 2019 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

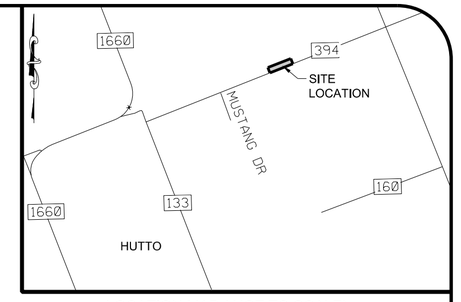
Preliminary Plat - Sanchez Acres

Form Review

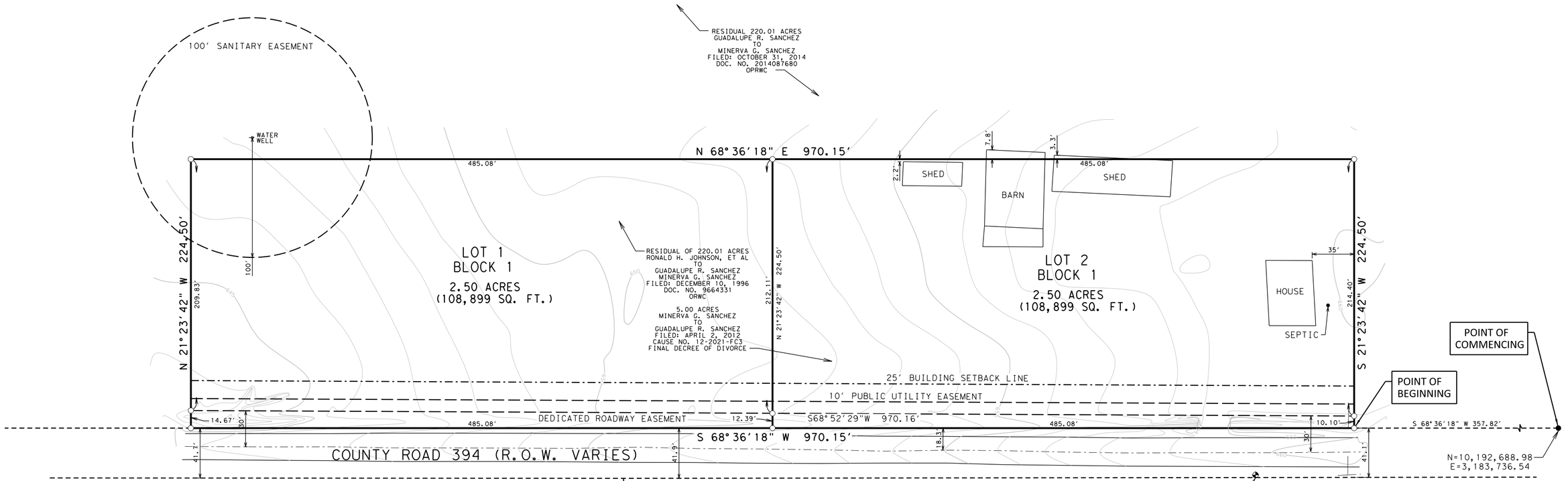
Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/21/2019 11:40 AM
Form Started By: Adam Boatright		Started On: 11/21/2019 10:52 AM
Final Approval Date: 11/21/2019		

SANCHEZ ACRES

A PRELIMINARY PLAT OF 5.00 ACRES OUT OF THE JOHN THOMAS SURVEY, ABSTRACT NO. 610
(CAUSE NO. 12-2021-FC3 FINAL DECREE OF DIVORCE OF
WILLIAMSON COUNTY, TEXAS) CITY OF HUTTO ETJ, WILLIAMSON COUNTY, TEXAS

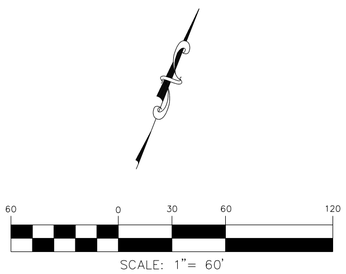


LOCATION MAP (NOT TO SCALE)



14.803 ACRES
LARRY A. OLSON, EXECUTOR OF
THE ESTATE OF EDNA L. BILLINGS
TO
LARRY A. OLSON
FILED: MARCH 9, 2009
DOC. NO. 2009015374
OPRWC

25.027 ACRES
LARRY A. OLSON, EXECUTOR OF
THE ESTATE OF EDNA L. BILLINGS
TO
LARRY A. OLSON
FILED: MARCH 9, 2009
DOC. NO. 2009015374
OPRWC



SCALE: 1"= 60'

LEGEND

- ● 1/2 INCH IRON ROD FOUND (FND.)
- ○ 5/8 INCH IRON ROD SET
- BENCHMARK
- OVERHEAD ELECTRIC
- SUBDIVISION BOUNDARY
- DRWC = DEED RECORDS, WILLIAMSON COUNTY, TEXAS
- ORWC = OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
- OPRWC = OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
- PRWC = PLAT RECORDS, WILLIAMSON COUNTY, TEXAS

OWNER: GUADALUPE R. SANCHEZ
2400 SMITH AVENUE
TAYLOR, TEXAS 76574

ACREAGE: 5.00 ACRES (217,799 SQ. FT.)

NUMBER OF LOTS: 2

NUMBER OF BLOCKS: 1

LINEAR FEET
OF NEW STREET: NONE

SURVEY: JOHN THOMAS SURVEY, A-610

SUBMITTAL DATE: SEPTEMBER 3, 2019

SURVEYOR: COREY JOSEPH HALL, RPLS
CIVILCORP, LLC.
116 EAST MAIN STREET
ROUND ROCK, TEXAS 78664
(512) 828-0406 / (512) 828-0429 fax

ENGINEER: LEON E. HOCH, PE
CIVILCORP, LLC.
116 EAST MAIN STREET
ROUND ROCK, TEXAS 78664
(512) 828-0406 / (512) 828-0429 FAX

CivilCorp
ENGINEERS • SURVEYORS
116 E. MAIN STREET, ROUND ROCK, TEXAS 78664
TEL: (512) 828-0406 FAX: (512) 828-0429
TBPE REGISTRATION #F-10283 TBPLS REGISTRATION #10194152

SANCHEZ ACRES

A PRELIMINARY PLAT OF 5.00 ACRES OUT OF THE JOHN THOMAS SURVEY, ABSTRACT NO. 610 (CAUSE NO. 12-2021-FC3 FINAL DECREE OF DIVORCE OF WILLIAMSON COUNTY, TEXAS) CITY OF HUTTO ETJ, WILLIAMSON COUNTY, TEXAS

BEING A 5.00 ACRE (217,799 SQUARE FOOT) TRACT OF LAND OUT OF THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THAT SAME 5.00 ACRE TRACT CONVEYED IN A FINAL DECREE OF DIVORCE FROM MINERVA G. SANCHEZ TO GUADALUPE R. SANCHEZ, FILED APRIL 2, 2012 AS RECORDED IN CAUSE NO. 12-2021-FC3 OF WILLIAMSON COUNTY, TEXAS, BEING THE RESIDUAL OF A 220.01 ACRE TRACT CONVEYED FROM RONALD H. JOHNSON, ET AL TO GUADALUPE R. SANCHEZ AND MINERVA G. SANCHEZ, FILED DECEMBER 10, 1996 AS RECORDED IN DOCUMENT NO. 1996064331 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (ORWC), SAID 5.00 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING, at a 1/2 inch diameter iron rod found for the southeast corner of the residual 220.01 acre tract as conveyed in a General Warranty deed from Jerry Roznovak and Linda Roznovak to Guadalupe R. Sanchez and Minerva G. Sanchez, filed April 2, 2019, as recorded in Document No. 2019030291 of the Official Public Records of Williamson County, Texas OPRWC, said iron rod being in the North line County Road 394 (R.O.W. varies);

THENCE, South 68°36'18" West, with the North line of County Road 394, a distance of 357.82 feet to a 5/8 inch diameter iron rod with a yellow plastic cap stamped "CIVILCORP" set for the southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, South 68°36'18" West, continuing along the North line of County Road 394, a distance of 970.15 feet, to a 5/8 inch diameter iron rod with a yellow plastic cap stamped "CIVILCORP" set for the southwest corner of the herein described tract;

THENCE, North 21°23'42" West, through said residual 220.01 acre tract, a distance of 224.50 feet to a 5/8 inch diameter iron rod with a yellow plastic cap stamped "CIVILCORP" set for the northwest corner of the herein described tract;

THENCE, North 68°36'18" East, through said residual 220.01 acre tract, a distance of 970.15 feet to a 5/ 8 inch diameter iron rod with a yellow plastic cap stamped "CIVILCORP" set for the northeast corner of the herein described tract;

THENCE, South 21°23'42" East, through said residual 220.01 acre tract, a distance of 224.50 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 5.00 acres (217,799 square feet) of land, more or less.

NOTES:

1. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NAD 83(2012B), CENTRAL ZONE, UTILIZING THE LEICA SMARTNET REFERENCE NETWORK. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE GRID VALUE. USE A SCALE FACTOR OF 0.999877693061 TO CONVERT TO SURFACE.
2. ALL ELEVATIONS SHOWN HEREON ARE BASED ON NAVD88(2012B), REFERENCING THE LEICA SMARTNET REFERENCE NETWORK.

BENCHMARK:
TBM "A" = COTTON SPINDLE SET IN POWER POLE LOCATED 91 FEET SOUTHWEST OF THE SOUTHEAST CORNER OF SUBJECT PROPERTY IN THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 394. ELEVATION = 660.72'

3. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JONAH SUD.
4. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY AN ON-SITE SEWAGE FACILITIES.
5. ALL PUBLIC ROADS AND EASEMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS.
6. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
7. RURAL MAILBOXES SHALL BE SET THREE (3) FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
8. 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.
9. 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.
10. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.
11. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING, AND CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
12. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

CivilCorp
ENGINEERS • SURVEYORS
116 E. MAIN STREET, ROUND ROCK, TEXAS 78664
TEL: (512) 828-0406 FAX: (512) 828-0429
TBPE REGISTRATION #F-10283 TBPLS REGISTRATION #10194152

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

I, Guadalupe R. Sanchez, sole owner of the certain 5.00 acre tract of land shown hereon and described in Cause No. 12-2021-FC3 Final Decree of Divorce of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to Williamson County the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as the Williamson County may deem appropriate. This subdivision is to be known as SANCHEZ ACRES.

TO CERTIFY WHICH, WITNESS by my hand this ___ day of _____, 2019.

_____
Guadalupe R. Sanchez (owner)
2400 Smith Avenue
Taylor, Texas 76574

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated.
GIVEN UNDER MY HAND and seal of office this ____ day of _____, 20___.

_____, _____
Notary Public in and for the State of Texas

_____, _____
Notary Public printed or typed name SEAL

My commission expires on: _____

FLOOD NOTE:

This tract is not located within the Edwards Aquifer Recharge Zone.

No lot in this subdivision is encroached by any special flood hazard area inundated by the 100 year flood as identified by the U.S. Federal Emergency Management Agency (F.E.M.A.) flood insurance rate map, community panel number 48491C0510E, effective date September 26, 2008, for Williamson County, Texas, and indicates that the subject tract lies within Zone "X" unshaded (areas determined to be outside the 0.2% annual chance floodplain).

That I, Leon E. Hoch, do hereby certify that the information contained on this plat complies with the subdivision ordinances adopted by Williamson County, Texas.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED
FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED
OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

Leon E. Hoch Date
Licensed Professional Engineer No. 82670

SURVEYOR'S CERTIFICATION:
That I, Corey Joseph Hall, do hereby certify that I prepared this plat from an actual and accurate on-the-ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision. The attached Metes and bounds description results in a satisfactory mathematical closure.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED
FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED
OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

Corey Joseph Hall Date
Registered Professional Land Surveyor 6362

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the survey as represented by the said engineer or surveyor, I find that this blue line (survey) complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On-Site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County Engineer's office and Williamson County disclaim any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this blue line (survey) and the documents associated with it.

_____ _____
J. Terron Evertson, PE, DR, CFM Date
County Engineer

Road Name and 911 Addressing Approval:
Road name and address assignments verified this the ___ day of _____, 2019 A.D.

_____
Williamson County Addressing Coordinator

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

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

I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the ____ day of _____, 20___ A.D., at _____ o'clock, __ .M., and duly recorded this the day of _____ 20___A.D., at _____o'clock,__.M., in the Official Public Records of said County in Instrument No._____.
TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy Rister, Clerk County Court
of Williamson County, Texas

By:_____, Deputy

Commissioners Court - Regular Session **31.**

Meeting Date: 11/26/2019

Discuss consider and take appropriate action on approval of the final plat for the Rancho Sienna Section 12A Phase 2 subdivision – Pct 3

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 Rancho Sienna Section 12A, Phase 2 subdivision – Precinct 3.

Background

This is next phase of the Rancho Sienna development. It consists of 35 residential lots, 2 green space & drainage lots, and 2,134 feet of new public roads. Roadway and drainage construction are not yet complete, but a financial security in the amount of $194,685.00 has been posted with the County to cover the cost of the remaining construction.

Timeline

2019-05-07 – initial submittal of the final plat
2019-05-31 – 1st review complete with comments
2019-06-27 – 2nd submittal of final plat
2019-07-22 – 2nd review complete with comments
2019-09-26 – 3rd submittal of final plat
2019-10-01 – 3rd review complete with comments
2019-10-07 – 4th submittal of final plat
2019-10-16 – 4th review complete with minor comments
2019-10-09 – 5th submittal of final plat with all signatures and a financial security in the amount of the remaining construction
2019-11-15 – 5th review complete with all comments clear
2019-11-20 – final plat placed on the November 26th, 2019 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Rancho Sienna Sec 12A Ph 2

Form Review

Inbox	Reviewed By	Date

County Judge Exec Asst.	Andrea Schiele	11/21/2019 11:40 AM
Form Started By: Adam Boatright		Started On: 11/21/2019 10:56 AM
Final Approval Date: 11/21/2019		

FINAL PLAT OF RANCHO SIENNA SECTION 12A, PHASE 2

BEING 21.342 ACRES OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

FIELDNOTE DESCRIPTION:

A **21.342 ACRE** OF LAND OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5, SITUATED IN WILLIAMSON COUNTY, TEXAS BEING A PORTION OF THAT CERTAIN TRACT 1A – 34.166 ACRES, TRACT 2 – 9.018 ACRES, TRACT 4A – 50.407 ACRES OF LAND CONVEYED TO NASH RANCHO HILLS, LLC BY DEED OF RECORD IN DOCUMENT NOS. 2013060667, 2017117634 AND 2015038403 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; ALSO BEING A PORTION OF TRACT 2 – 10.10 ACRES CONVEYED JAMES C. BOHLS, DONALD W. RICHARDSON, WILLIAM EARL BLOOD, F. HAGEN MCMAHON, JR., MICHAEL DASILVA, ANDREW HUNT AND NASH RANCHO HILLS, LLC BY DEED OF RECORD IN DOCUMENT NOS. 2007081903, 2007081911, 2007081915, 2007081919, 2012068865 2018059191 AND 2013060667 OF SAID OFFICIAL PUBLIC RECORDS; SAID **21.342 ACRE** BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE INTERSECTION OF THE WESTERLY RIGHT–OF–WAY LINE OF RANCHO SIENNA LOOP (60' R.O.W.) AND THE NORTHERLY RIGHT–OF–WAY LINE OF PISA LANE (50' R.O.W.), FOR THE SOUTHEASTERLY CORNER HEREOF;

THENCE, LEAVING THE WESTERLY LINE OF RANCHO SIENNA LOOP, ALONG THE NORTHERLY LINE OF PISA LANE, FOR A PORTION OF THE SOUTHERLY LINE HEREOF, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1) S66°32'05"W, A DISTANCE OF 116.07 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR THE POINT OF CURVATURE OF A NON–TANGENT CURVE TO THE RIGHT;

2) ALONG SAID NON–TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, AND A CHORD WHICH BEARS, N68°26'33"W, A DISTANCE OF 35.36 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;

3) S66°33'27"W, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR THE POINT OF CURVATURE OF A NON–TANGENT CURVE TO THE RIGHT;

4) ALONG SAID NON–TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, AND A CHORD WHICH BEARS, S21°33'27"W, A DISTANCE OF 35.36 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;

5) S66°33'27"W, A DISTANCE OF 95.99 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR THE POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT;

6) ALONG SAID TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 01°59'06", AN ARC LENGTH OF 12.99 FEET, AND A CHORD WHICH BEARS, S67°33'00"W, A DISTANCE OF 12.99 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE SOUTHEASTERLY CORNER OF LOT 1, BLOCK "A" FINAL PLAT OF RANCHO SIENNA SECTION 12B, A SUBDIVISION OF RECORD BY DOCUMENT NO. _____ OF SAID OFFICIAL PUBLIC RECORDS;

THENCE, LEAVING THE NORTHERLY LINE OF PISA LANE, ALONG THE EASTERLY AND NORTHERLY LINES OF LOTS 1–5 AND LOT 18 OPEN SPACE & DRAINAGE EASEMENT OF SAID FINAL PLAT OF RANCHO SIENNA SECTION 12B, FOR A PORTION OF THE SOUTHERLY LINE HEREOF, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1) N21°27'27"W, A DISTANCE OF 127.08 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE NORTHEASTERLY CORNER OF SAID LOT 1;

2) S75°48'56"W, A DISTANCE OF 88.17 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;

3) S80°54'42"W, A DISTANCE OF 121.73 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;

4) N00°35'07"E, A DISTANCE OF 170.64 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;

5) N86°25'05"W, A DISTANCE OF 315.20 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;

6) N36°43'29"W, A DISTANCE OF 324.72 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET IN THE SOUTHERLY RIGHT–OF–WAY LINE OF VIA DE SIENNA BOULEVARD (R.O.W. VARIES), BEING THE NORTHERLY LINE OF TRACT 2 – 10.10 ACRE, ALSO BEING THE NORTHEASTERLY CORNER OF SAID LOT 18 OPEN SPACE & DRAINAGE EASEMENT FOR THE SOUTHWESTERLY CORNER HEREOF;

THENCE, LEAVING THE NORTHEASTERLY CORNER OF SAID LOT 18 OPEN SPACE & DRAINAGE EASEMENT, ALONG THE SOUTHERLY LINE OF VIA DE SIENNA BOULEVARD, IN PART BEING NORTHERLY LINE OF SAID TRACT 2 – 10.10 ACRE, IN PART BEING THE NORTHERLY LINE OF SAID TRACT 1A – 34.166 ACRE, FOR THE WESTERLY LINE HEREOF, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1) ALONG A NON–TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 595.50 FEET, A CENTRAL ANGLE OF 25°18'17", AN ARC LENGTH OF 263.00 FEET, AND A CHORD WHICH BEARS, N46°50'51"E, A DISTANCE OF 260.87 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;

2) N34°11'43"E, A DISTANCE OF 466.31 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND FOR THE POINT OF CURVATURE OF A NON–TANGENT CURVE TO THE LEFT;

3) ALONG SAID NON–TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 611.50 FEET, A CENTRAL ANGLE OF 19°18'47", AN ARC LENGTH OF 206.12 FEET, AND A CHORD WHICH BEARS, N24°46'46"E, A DISTANCE OF 205.15 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;

4) N15°05'51"E, A DISTANCE OF 231.14 FEET TO A 1/2 INCH IRON ROD WITH "RJ" CAP FOUND IN THE SOUTHERLY LINE OF VIA DE SIENNA BOULEVARD, BEING THE SOUTHWESTERLY CORNER OF LOT 1A OPEN SPACE, BLOCK "K" RANCHO SIENNA SECTION 12A, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2013081958 OF SAID OFFICIAL PUBLIC RECORDS FOR THE NORTHWESTERLY CORNER HEREOF;

THENCE, S80°46'04"E, LEAVING THE SOUTHERLY LINE OF VIA DE SIENNA BOULEVARD, ALONG THE SOUTHERLY LINE OF SAID LOT 1A, FOR A PORTION OF THE NORTHERLY LINE HEREOF, A DISTANCE OF 70.85 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET IN THE WESTERLY LINE OF LOT 8, BLOCK "K" RESUBDIVISION OF LOTS 8–13, BLOCK "K" RANCHO SIENNA SECTION 12A, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2014100377 OF SAID OFFICIAL PUBLIC RECORDS;

THECE, ALONG THE WESTERLY AND SOUTHERLY LINES OF LOTS 8–13 OF SAID RESUBDIVISION OF LOTS 8–13, FOR A PORTION OF THE NORTHERLY LINE HEREOF, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES

1) S40°10'55"W, A DISTANCE OF 14.42 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;

2) S04°28'53"E, A DISTANCE OF 38.62 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE COMMON WESTERLY CORNER OF SAID LOT 8 AND SAID LOT 9;

3) S08°34'51"E, A DISTANCE OF 122.69 FEET TO A PK NAIL WITH "BURY" WASHER FOUND AT THE COMMON WESTERLY CORNER OF SAID LOT 9 AND SAID LOT 10;

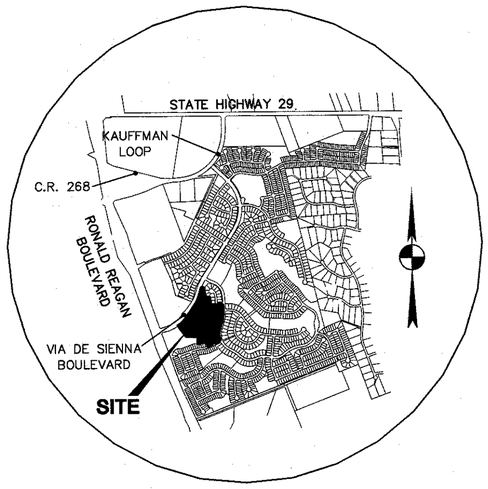
4) S43°27'09"E, A DISTANCE OF 88.14 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;

5) N84°42'30"E, A DISTANCE OF 32.02 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE COMMON SOUTHERLY CORNER OF SAID LOT 10 AND SAID LOT 11;

6) S75°30'14"E, A DISTANCE OF 40.14 FEET TO A COTTON SPINDLE FOUND AT THE COMMON WESTERLY CORNER OF SAID LOT 11 AND SAID LOT 12;

7) S03°40'59"E, A DISTANCE OF 159.97 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE SOUTHWESTERLY CORNER OF SAID LOT 13;

8) N86°25'12"E, A DISTANCE OF 9.83 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE NORTHWESTERLY CORNER OF LOT 13A OF SAID BLOCK "K" RANCHO SIENNA SECTION 12A;



VICINITY MAP
N.T.S.

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET, FIELD NOTE DESCRIPTION AND NOTES
2	FINAL PLAT LAYOUT
3	LINE AND CURVE TABLES
4	CERTIFICATIONS AND SIGNATURES

GENERAL INFORMATION:

OWNER..... NASH RANCHO HILLS, LLC
..... JAMES C. BOHLS
..... DONALD W. RICHARDSON
..... WILLIAM E. BLOOD
..... F. HAGEN MCMAHON, JR.
..... MICHAEL DASILVA
..... ANDREW HUNT
TOTAL ACREAGE.....21.342 ACRES
SURVEY OF..... GREENLEAF FISK SURVEY(A–5)
DATE.....APRIL, 2019
OF SINGLE FAMILY LOTS.....35
OF OPEN SPACE LOTS.....1
OF OPEN SPACE/DRAINAGE LOTS.....1
TOTAL # OF LOTS.....37
TOTAL # OF BLOCKS.....2

OWNER/DEVELOPER

NASH RANCHO HILLS, LLC
13809 RESEARCH BOULEVARD, SUITE 475
AUSTIN, TEXAS 78750
(512) 244–6667 FAX (512) 244–6875

ENGINEER

Stantec Consulting Services, Inc.
1905 ALDRICH STREET, SUITE 300
AUSTIN, TEXAS 78723
(512) 328–0011 FAX (512) 328–0325

SURVEYOR

Stantec Consulting Services, Inc.
1905 ALDRICH STREET, SUITE 300
AUSTIN, TEXAS 78723
(512) 328–0011 FAX (512) 328–0325

FIELDNOTE DESCRIPTION: (CONT.)

THENCE, LEAVING THE SOUTHERLY LINE OF SAID LOT 13, ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID LOT 13A, FOR A PORTION OF THE NORTHERLY LINE HEREOF, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) S03°35'26"E, A DISTANCE OF 29.73 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE SOUTHWESTERLY CORNER OF SAID LOT 13A;

2) N86°24'34"E, A DISTANCE OF 125.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET IN THE WESTERLY RIGHT–OF–WAY LINE OF RANCHO TRAIL (50' R.O.W.), BEING THE SOUTHEASTERLY CORNER OF SAID LOT 13A;

THENCE, S03°35'26"E, LEAVING THE SOUTHEASTERLY CORNER OF SAID LOT 13A, ALONG THE WESTERLY LINE OF RANCHO TRAIL, FOR A PORTION OF THE NORTHERLY LINE HEREOF, A DISTANCE OF 8.50 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE SOUTHWESTERLY CORNER OF THE SOUTHERLY TERMINUS OF RANCHO TRAIL;

THENCE, LEAVING THE WESTERLY LINE OF RANCHO TRAIL, IN PART ALONG THE SOUTHERLY TERMINUS OF SAID RANCHO TRAIL, IN PART ALONG THE SOUTHERLY RIGHT–OF–WAY LINE OF SIENNA WAY (R.O.W. VARIES), FOR A PORTION OF THE NORTHERLY LINE HEREOF, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) N87°43'53"E, A DISTANCE OF 65.02 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE SOUTHEASTERLY CORNER OF THE SOUTHERLY TERMINUS OF RANCHO TRAIL;

2) N86°24'34"E, A DISTANCE OF 104.99 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR THE NORTHEASTERLY CORNER HEREOF;

THENCE, ALONG THE WESTERLY LINE OF RANCHO SIENNA LOOP, FOR THE EASTERLY LINE HEREOF, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1) ALONG A NON–TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'13", AN ARC LENGTH OF 31.42 FEET, AND A CHORD WHICH BEARS, S48°35'23"E, A DISTANCE OF 28.29 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;

2) S03°32'11"E, A DISTANCE OF 149.27 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND FOR THE POINT OF CURVATURE OF A NON–TANGENT CURVE TO THE RIGHT;

3) ALONG SAID NON–TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 770.00 FEET, A CENTRAL ANGLE OF 24°31'30", AN ARC LENGTH OF 329.59 FEET, AND A CHORD WHICH BEARS, S08°40'19"W, A DISTANCE OF 327.08 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;

4) S20°56'04"W, A DISTANCE OF 101.75 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND FOR THE POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT;

5) ALONG SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 480.00 FEET, A CENTRAL ANGLE OF 39°59'09", AN ARC LENGTH OF 334.98 FEET, AND A CHORD WHICH BEARS, S00°56'30"W, A DISTANCE OF 328.23 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR THE POINT OF CURVATURE OF A NON–TANGENT CURVE TO THE RIGHT;

6) ALONG SAID NON–TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 84°33'53", AN ARC LENGTH OF 29.52 FEET, AND A CHORD WHICH BEARS, S23°32'42"W, A DISTANCE OF 26.91 FEET TO THE **POINT OF BEGINNING,** CONTAINING AN AREA OF **21.342 ACRE** (929,663 SQUARE FEET) OF LAND, MORE OR LESS, WITHIN THESE METES AND BOUNDS.

PLAT NOTES:

1. THIS PLAT LIES WITHIN THE BOUNDARY OF THE WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 12 (WCMUD 12). WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED THROUGH SERVICE AGREEMENTS ENTERED INTO BETWEEN WCMUD 12 AND THE CHISHOLM TRAIL SPECIAL UTILITY DISTRICT AND THE LCRA. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF GEORGETOWN SEWER SERVICE WILL BE PROVIDED BY THE CITY OF LIBERTY HILL.
2. 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.
3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
5. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
6. THE OPEN SPACE LOTS WILL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
7. NO CONSTRUCTION IN THIS SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED, IN WRITING, THE WATER POLLUTION ABATEMENT PLAN (WPAP).
8. SIDEWALKS LOCATED ADJACENT TO OPEN SPACE AND HOMEOWNER ASSOCIATION LOTS WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. SIDEWALKS LOCATED ADJACENT TO SINGLE FAMILY RESIDENTIAL LOTS (WITHIN PUBLIC RIGHT OF WAY) SHALL BE MAINTAINED BY THE RESPECTIVE ADJACENT PROPERTY OWNER.
9. FENCE/WALL EASEMENTS WITHIN THE BOUNDARIES OF THIS PLAT AND MAINTENANCE OF FENCES/WALLS LOCATED WITHIN THESE EASEMENTS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
10. PEC EASEMENTS SHALL BE LOCATED AS FOLLOWS: FRONT EASEMENT SHALL BE A STRIP OF LAND TEN (10') FEET IN WITH LOCATED ALONG ALL RIGHT–OF–WAYS (ROADS) AND SIDE–LOT EASEMENT SHALL BE TWO AND ONE HALF (2.5') FEET IN WIDTH LOCATED ALONG ALL SIDE LOT LINES AS NEEDED FOR THE CONSTRUCTION OF SAID DISTRIBUTION POWER LINE IN THE SUBDIVISION, THE CENTERLINE OF SUCH EASEMENT TO BE LOCATED ALONG THE COMMON BOUNDARY LINE OF EACH RESIDENTIAL SINGLE–FAMILY LOT. THE PURPOSE OF AN UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM CONSISTING OF VARIABLE NUMBER OF UNDERGROUND CABLES AND ALL NECESSARY OR DESIRABLE APPURTENANCES (INCLUDING CONDUITS, PRIMARY CABLES, SECONDARY CONDUCTORS, ENCLOSURES, CONCRETE PADS, GROUND RODS, GROUND CLAMPS, TRANSFORMERS, CABLE TERMINATORS, CABLE RISER SHIELDS, CUTOUTS, AND LIGHTING ARRESTORS OVERGROUND) AT OR NEAR THE GENERAL COURSE WHICH SHALL BECOME FIXED AT THE LOCATION OF BURIED BY GRANTEE, THROUGH, ACROSS, AND UNDER THE DESCRIBED LOCATIONS WITHIN THIS FINAL PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, PULLING NEW WIRE ON, MAINTAINING AND REMOVING SAID LINES AND APPURTENANCES; THE RIGHT TO RELOCATE WITHIN THE LIMITS OF SAID RIGHT–OF–WAY; THE RIGHT TO RELOCATE SAID FACILITIES IN THE SAME RELATIVE POSITION TO ANY ADJACENT ROAD IF AND SUCH ROAD IS WIDENED IN THE FUTURE; THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR THEIR APPURTENANCES.
11. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE FROM LIENS.
12. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT–OF–WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ETC., (UNLESS PREVIOUSLY APPROVED WITH THE CONSTRUCTION PLANS) IS PROHIBITED WITHOUT OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
13. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
14. THIS SUBDIVISION IS SUBJECT TO STORM–WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B10.1 2000 RULES, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

FINAL PLAT OF RANCHO SIENNA SECTION 12A, PHASE 2

DATE: APRIL, 2019

Field Note: 19–109(ABB)

Drawn by: ABB Approved by: JTB Project No.: 222010207 File: V:\222010207\SURVEY\222010207V01_PL1.dwg

Stantec
1905 Aldrich Street, Suite 300
Austin, Texas 78723
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # 10194230
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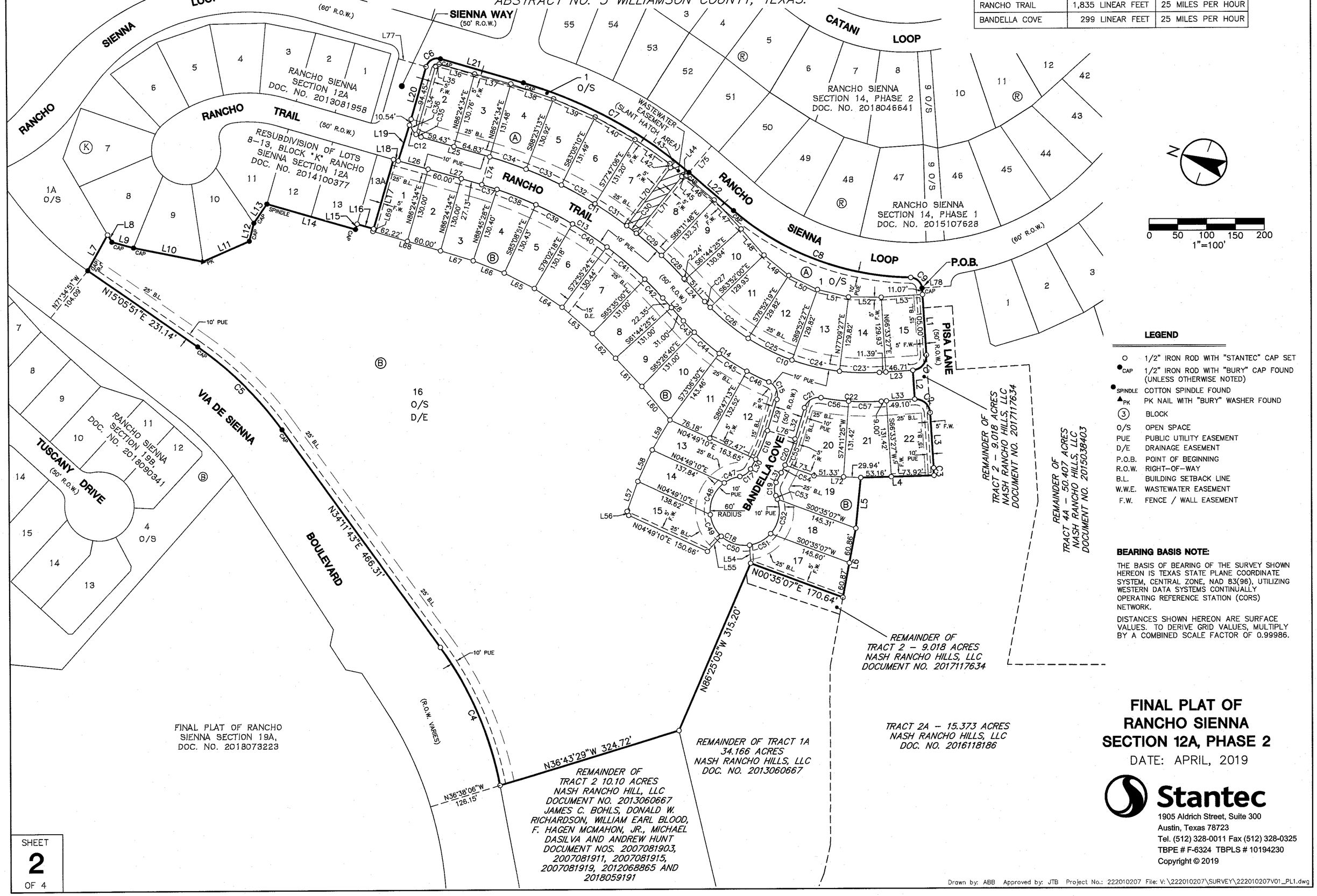
FINAL PLAT OF RANCHO SIENNA SECTION 12A, PHASE 2

BEING 21.342 ACRES OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

RANCHO SIENNA SECTION 12B STREET SUMMARY

STREET NAME	LENGTH	DESIGN SPEED
RANCHO TRAIL	1,835 LINEAR FEET	25 MILES PER HOUR
BANDELLA COVE	299 LINEAR FEET	25 MILES PER HOUR



LEGEND

O	1/2" IRON ROD WITH "STANTEC" CAP SET
●CAP	1/2" IRON ROD WITH "BURY" CAP FOUND (UNLESS OTHERWISE NOTED)
●SPINDLE	COTTON SPINDLE FOUND
▲PK	PK NAIL WITH "BURY" WASHER FOUND
(3)	BLOCK
O/S	OPEN SPACE
PUE	PUBLIC UTILITY EASEMENT
D/E	DRAINAGE EASEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
B.L.	BUILDING SETBACK LINE
W.W.E.	WASTEWATER EASEMENT
F.W.	FENCE / WALL EASEMENT

BEARING BASIS NOTE:

THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(96), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK.

DISTANCES SHOWN HEREON ARE SURFACE VALUES. TO DERIVE GRID VALUES, MULTIPLY BY A COMBINED SCALE FACTOR OF 0.99986.

FINAL PLAT OF RANCHO SIENNA SECTION 12A, PHASE 2

DATE: APRIL, 2019

Stantec
1905 Aldrich Street, Suite 300
Austin, Texas 78723
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # 10194230

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Drawn by: ABB Approved by: JTB Project No.: 222010207 File: V:\222010207\SURVEY\222010207V01_PL1.dwg

FINAL PLAT OF RANCHO SIENNA SECTION 12A, PHASE 2

BEING 21.342 ACRES OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S66°32'05"W	116.07'
L2	S66°33'27"W	50.00'
L3	S66°33'27"W	95.99'
L4	N21°27'27"W	127.08'
L4	N34°24'37"E	120.52'
L5	S75°48'56"W	88.17'
L6	S80°54'42"W	121.73'
L7	S80°46'04"E	70.85'
L8	S40°10'55"W	14.42'
L9	S4°28'53"E	38.62'
L10	S8°34'51"E	122.69'
L11	S43°27'09"E	88.14'
L12	N84°42'30"E	32.02'
L13	S75°30'14"E	40.14'
L14	S3°40'59"E	159.97'
L15	N86°25'12"E	9.83'
L16	S3°35'26"E	29.73'
L17	N86°24'34"E	125.00'
L18	S3°35'26"E	8.50'
L19	N87°43'53"E	65.02'

LINE TABLE		
NO.	BEARING	DISTANCE
L20	N86°24'34"E	104.99'
L21	S3°32'11"E	149.27'
L22	S20°56'04"W	101.75'
L23	N23°26'33"W	58.10'
L24	N28°15'35"E	53.35'
L25	N3°35'26"W	124.26'
L26	S4°10'01"E	53.73'
L27	S3°35'26"E	97.04'
L28	S28°15'35"W	53.35'
L29	S87°06'45"W	56.48'
L30	N81°44'19"W	19.24'
L31	S81°44'19"E	19.24'
L32	N87°06'45"E	56.48'
L33	S23°26'33"E	58.10'
L34	S86°24'34"W	123.10'
L35	S48°54'27"E	7.11'
L36	S4°13'28"E	64.00'
L37	S4°13'28"E	64.83'
L38	S0°34'23"E	77.74'
L39	S3°50'49"W	79.19'

LINE TABLE		
NO.	BEARING	DISTANCE
L40	S9°46'39"W	79.20'
L41	S14°51'22"W	74.14'
L42	S61°11'05"W	6.91'
L43	N72°29'13"W	13.83'
L44	N70°48'31"W	13.29'
L45	S25°08'31"E	6.99'
L46	S20°31'29"W	63.96'
L47	S27°17'31"W	68.87'
L48	S29°03'34"W	60.20'
L49	S19°44'56"W	55.52'
L50	S6°37'37"W	55.52'
L51	S6°21'25"E	55.38'
L52	S19°19'24"E	56.64'
L53	S23°29'51"E	71.71'
L54	S67°02'45"W	31.43'
L55	N67°08'51"W	35.36'
L56	N47°26'16"E	7.36'
L57	N89°56'39"W	55.21'
L58	N85°10'50"W	60.00'
L59	N78°39'40"W	60.39'

LINE TABLE		
NO.	BEARING	DISTANCE
L60	S30°06'57"W	76.17'
L61	S27°15'55"W	66.92'
L62	S27°04'06"W	58.82'
L63	S21°12'29"W	69.68'
L64	S14°16'06"W	58.11'
L65	S7°40'07"W	58.05'
L66	S1°50'08"W	57.90'
L67	S2°46'01"E	59.36'
L68	S3°35'26"E	122.22'
L69	S86°24'34"W	4.46'
L70	S72°29'13"E	126.21'
L71	S70°48'31"E	126.20'
L72	N17°31'09"W	81.27'
L73	S0°35'07"W	53.48'
L74	S86°24'34"W	50.00'
L75	N69°03'56"W	60.00'
L76	N2°53'15"W	50.00'
L76	N72°29'13"W	13.83'
L77	N3°35'26"W	50.00'
L77	N70°48'31"W	13.29'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	39.27'	25.00'	90°00'00"	N68°26'33"W	35.36'
C2	39.27'	25.00'	90°00'00"	S21°33'27"W	35.36'
C3	12.99'	375.00'	1°59'06"	S67°33'00"W	12.99'
C4	263.00'	595.50'	25°18'17"	N46°50'51"E	260.87'
C5	206.12'	611.50'	19°18'47"	N24°46'46"E	205.15'
C6	31.42'	20.00'	90°00'13"	N48°35'23"W	28.29'
C7	329.59'	770.00'	24°31'30"	S08°40'19"W	327.08'
C8	334.98'	480.00'	39°59'09"	S00°56'30"W	328.23'
C9	29.52'	20.00'	84°33'53"	S23°32'42"W	26.91'
C10	338.39'	375.00'	51°42'08"	N02°24'31"E	327.02'
C11	403.02'	725.00'	31°51'01"	N12°20'04"E	397.85'
C12	39.27'	25.00'	90°00'00"	N41°24'34"E	35.36'
C13	375.23'	675.00'	31°51'01"	S12°20'04"W	370.41'
C14	183.72'	425.00'	24°46'04"	S15°52'33"W	182.29'
C15	36.49'	25.00'	83°37'14"	S45°18'08"W	33.33'
C16	53.51'	275.00'	11°08'56"	N87°18'47"W	53.43'
C17	23.55'	25.00'	53°58'05"	N54°45'16"W	22.69'
C18	301.53'	60.00'	287°56'10"	S08°15'41"W	70.59'
C19	23.55'	25.00'	53°58'05"	N71°16'39"E	22.69'
C20	63.24'	325.00'	11°08'56"	S87°18'47"E	63.14'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C21	36.49'	25.00'	83°37'14"	S51°04'38"E	33.33'
C22	105.15'	425.00'	14°10'32"	S16°21'17"E	104.88'
C23	69.38'	375.00'	10°36'01"	N18°08'32"W	69.28'
C24	84.88'	375.00'	12°58'06"	N06°21'30"W	84.70'
C25	85.10'	375.00'	13°00'08"	N06°37'37"E	84.92'
C26	85.12'	375.00'	13°00'18"	N19°37'53"E	84.94'
C27	13.92'	375.00'	2°07'35"	N27°11'47"E	13.92'
C28	56.39'	725.00'	4°27'23"	N26°01'53"E	56.37'
C29	58.36'	725.00'	4°36'43"	N21°29'51"E	58.34'
C30	21.24'	725.00'	1°40'42"	N18°21'08"E	21.24'
C31	67.04'	725.00'	5°17'53"	N14°51'51"E	67.02'
C32	67.08'	725.00'	5°18'04"	N09°33'52"E	67.05'
C33	67.08'	725.00'	5°18'04"	N04°15'49"E	67.05'
C34	65.84'	725.00'	5°12'13"	N00°59'20"W	65.82'
C35	9.82'	25.00'	22°29'52"	N07°39'30"E	9.75'
C36	29.45'	25.00'	67°29'56"	N52°39'45"E	27.78'
C37	27.67'	675.00'	2°20'54"	S02°24'59"E	27.66'
C38	71.80'	675.00'	6°05'41"	S01°48'18"W	71.77'
C39	71.97'	675.00'	6°06'33"	S07°54'25"W	71.94'
C40	72.04'	675.00'	6°06'54"	S14°01'09"W	72.01'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C41	86.47'	675.00'	7°20'24"	S20°44'48"W	86.41'
C42	45.27'	675.00'	3°50'34"	S26°20'18"W	45.26'
C43	27.48'	425.00'	3°42'15"	S26°24'27"W	27.47'
C44	56.85'	425.00'	7°39'49"	S20°43'25"W	56.80'
C45	56.96'	425.00'	7°40'44"	S13°03'08"W	56.92'
C46	42.44'	425.00'	5°43'16"	S06°21'09"W	42.42'
C47	29.48'	60.00'	28°09'14"	N41°50'51"W	29.19'
C48	62.84'	60.00'	60°00'20"	N85°55'38"W	60.01'
C49	43.16'	60.00'	41°13'03"	S43°27'41"W	42.24'
C50	53.17'	60.00'	50°46'23"	S02°32'02"E	51.45'
C51	42.36'	60.00'	40°27'09"	S48°08'47"E	41.49'
C52	63.78'	60.00'	60°54'16"	N81°10'30"E	60.82'
C53	6.73'	60.00'	6°25'41"	N47°31'28"E	6.73'
C54	14.70'	325.00'	2°35'27"	S83°02'02"E	14.70'
C55	48.54'	325.00'	8°33'29"	S88°36'30"E	48.50'
C56	48.53'	425.00'	6°32'34"	S12°32'18"E	48.51'
C57	56.62'	425.00'	7°37'58"	S19°37'34"E	56.58'
C58	13.92'	375.00'	2°07'35"	N27°11'47"E	13.92'

FINAL PLAT OF RANCHO SIENNA SECTION 12A, PHASE 2

DATE: APRIL, 2019

Stantec
1905 Aldrich Street, Suite 300
Austin, Texas 78723
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # 10194230
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Drawn by: ABB Approved by: JTB Project No.: 222010207 File: V:\222010207\SURVEY\222010207V01_PL1.dwg

FINAL PLAT OF RANCHO SIENNA SECTION 12A, PHASE 2

BEING 21.342 ACRES OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

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

THAT NASH RANCHO HILLS, LLC, THE OWNER OF THOSE CERTAIN TRACTS OF LAND SHOWN HEREON BEING A PORTION OF TRACT 1A – 34.166 ACRE; TRACT 2 – 9.018 ACRE; TRACT 2 – 10.10 ACRE AND TRACT 4A – 50.407 ACRE; BEING CONVEYED BY DEEDS OF RECORD IN DOCUMENT NOS. 2013060667, 2017117634 AND 2015038403, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID TRACT 2 – 10.10 ACRE ALSO CONVEYED TO JAMES C. BOHLS, DONALD W. RICHARDSON, WILLIAM E. BLOOD, F. HAGEN MCMAHON, JR., MICHAEL DASILVA, ANDREW HUNT AND NASH RANCHO HILLS, LLC BY DEEDS OF RECORD IN DOCUMENT NOS. 2007081903, 2007081911, 2007081915, 2007081919, 2012068865 2018059191 AND 2013060667 OF SAID OFFICIAL PUBLIC RECORDS, DO HEREBY SUBDIVIDE THE **21.342 ACRES** AS SHOWN HEREON AND DEDICATE TO THE PUBLIC USE FOREVER THE RIGHTS-OF-WAY, STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS **"FINAL PLAT OF RANCHO SIENNA SECTION 12A, PHASE 2"**. THE OWNERS ACKNOWLEDGE THAT IT IS THE RESPONSIBILITY OF THE OWNERS, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

NASH RANCHO HILLS, LLC, A DELAWARE LIMITED LIABILITY COMPANY
JAMES C. BOHLS
DONALD W. RICHARDSON
WILLIAM E. BLOOD
F. HAGEN MCMAHON, JR.
MICHAEL DASILVA
ANDREW HUNT

REPRESENTED BY: _____ 9-26-19
DATE

NAME: RAINER FICKEN

TITLE: AUTHORIZED SIGNATORY

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RAINER FICKEN, OF NASH RANCHO HILLS, LLC,, A DELAWARE LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 26th DAY OF September 2019.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME: R. Hinojosa

MY COMMISSION EXPIRES ON: 3-1-2020

R. HINOJOSA
Notary Public, State of Texas
Comm. Expires 03-01-2020
Notary ID 3279918

ENGINEER'S CERTIFICATION:

I, JOSE M. FARIAS, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS IN THE EDWARDS AQUIFER CONTRIBUTING ZONE AND IS NOT ENCROACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND IS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBERS 48491C0455E, EFFECTIVE DATE SEPTEMBER 26, 2008, WILLIAMSON COUNTY, TEXAS, AND COMPLY WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE.

THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/ OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS,
THIS 19th DAY OF September, 2019.

_____ 9/19/19
DATE

JOSE M. FARIAS, P.E.
TEXAS REGISTRATION NO. 111389
STANTEC CONSULTING SERVICES, INC
1905 ALDRICH STREET, SUITE 300
AUSTIN, TEXAS 78723

STATE OF TEXAS
JOSE M. FARIAS
111389
LICENSED
PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATION:

THAT I, JOHN T BILNOSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS, AND THE FIELD NOTES SHOWN HEREON MATHEMATICALLY CLOSE.

_____ 9/19/19
DATE

JOHN T. BILNOSKI, R.P.L.S.
TEXAS REGISTRATION NO. 4998
STANTEC CONSULTING SERVICES, INC.
1905 ALDRICH STREET, SUITE 300
AUSTIN, TEXAS 78723

STATE OF TEXAS
JOHN T. BILNOSKI
4998
PROFESSIONAL
LAND SURVEYOR

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

WE, NASH FINANCING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, LIEN HOLDER OF THOSE CERTAIN TRACTS OF LAND SHOWN HEREON AND DESCRIBED IN DEEDS RECORDED IN DOCUMENT NOS. 2013060667, 2017117634 AND 2015038403 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO WILLIAMSON COUNTY, TEXAS THE RIGHTS-OF-WAY, STREETS, ALLEYS, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY, TEXAS MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS **"FINAL PLAT OF RANCHO SIENNA SECTION 12A, PHASE 2"**.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 1 DAY OF October, 2019.

NASH FINANCING, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: NORTH AMERICA SEKISUI HOUSE, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS SOLE MEMBER

BY: _____ 10/1/19
Masayuki Uemura DATE
Authorized Signatory

STATE OF CALIFORNIA)(
COUNTY OF San Diego)(

ON October 1, 2019, BEFORE
ME, Katherine Roach PERSONALLY
APPEARED, Masayuki Uemura, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

KATHERINE ROACH
Notary Public - California
San Diego County
Commission # 2274693
My Comm. Expires Feb 5, 2023

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WASTEWATER SERVICES.

_____ 11/13/19
CITY OF LIBERTY HILL, TEXAS DATE
SALLY McFERON

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 12th DAY OF November 2019 A.D.

Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR

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 STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COURT 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 OR 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, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____ 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 WAS FILED FOR RECORD IN MY OFFICE ON THE DAY____ OF _____, 2019 A.D., AT _____ O'CLOCK, __.M.,

AND DULY RECORDED THIS THE DAY____OF _____, 2019 A.D., AT _____ O'CLOCK __ M.,

IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, 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, CLERK, COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

FINAL PLAT OF RANCHO SIENNA SECTION 12A, PHASE 2

DATE: APRIL, 2019

Stantec
1905 Aldrich Street, Suite 300
Austin, Texas 78723
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # 10194230
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Commissioners Court - Regular Session **32.**

Meeting Date: 11/26/2019

Great Oaks @ Hairy Man Rd.

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Judge to accept and execute the following donation documents from the Brushy Creek Municipal Utility District in relation to the Great Oaks @ Hairy Man Rd. project.

- Deed Without Warranty
- Temporary Construction Easement Agreement (Creek Area)
- Temporary Construction Easement Agreement (Non-Creek Area)
- Erosion Control Facility Easement

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BCMUD Deed Without Warranty

BCMUD TCE Creek Area

BCMUD TCE Non-Creek Area

BCMUD Erosion Control Easement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/21/2019 11:37 AM

Form Started By: Charlie Crossfield Started On: 11/21/2019 11:21 AM

Final Approval Date: 11/21/2019

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED WITHOUT WARRANTY

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

That BRUSHY CREEK MUNICIPAL UTILITY DISTRICT, a conservation and reclamation district of the State of Texas ("**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to secure the payment of which no lien, express or implied, is retained, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto, WILLIAMSON COUNTY, a political subdivision of the State of Texas ("**Grantee**"), the following-described real property in Williamson County, Texas, to wit:

See Exhibit A attached hereto and made a part hereof (the "**Property**");

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever, without warranty of title or any other warranty of any kind or nature.

This conveyance is expressly made and accepted by Grantee subject to all reservations contained herein and all conditions, restrictions, reservations, easements, and other matters appearing of record in Williamson County, Texas, and affecting all or any part of the above described Property.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS DEED WITHOUT WARRANTY IS MADE AND ACCEPTED (A) WITHOUT RECOURSE ON GRANTOR AND (B) WITHOUT REPRESENTATION AND WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY GRANTOR. GRANTEE REPRESENTS THAT IT IS A KNOWLEDGEABLE BUYER OF REAL PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND ITS INDEPENDENT JUDGMENT AND THAT OF ITS CONSULTANTS IN ACQUIRING THE PROPERTY. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTABLE TO, GRANTOR OR ANY OF GRANTOR'S AGENTS, EMPLOYEES OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED. GRANTEE FURTHER UNEQUIVOCALLY DISCLAIMS (I) THE EXISTENCE OF ANY DUTY TO DISCLOSE ON THE PART OF GRANTOR OR ANY OF GRANTOR'S AGENTS, EMPLOYEES OR REPRESENTATIVES AND (II) ANY RELIANCE

BY GRANTEE ON THE SILENCE OR ANY ALLEGED NONDISCLOSURE OF GRANTOR OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES. GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING THE PHYSICAL AND ENVIRONMENTAL CONDITION THEREOF, AS GRANTEE DEEMS NECESSARY AND, IF GRANTEE HEREBY ASSUMES THE RISK OF ANY ADVERSE MATTERS, INCLUDING ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS THAT MAY NOT HAVE BEEN REVEALED BY SUCH INSPECTIONS AND INVESTIGATIONS. GRANTEE FURTHER AGREES THAT GRANTEE IS ACQUIRING THE PROPERTY ON AN "AS IS, WHERE IS AND WITH ALL FAULTS BASIS" WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION OR VALUE OF THE PROPERTY, THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN, ON OR UNDER THE PROPERTY, THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAW, OR THE INCOME TO BE DERIVED FROM, OR EXPENSES ASSOCIATED WITH, THE PROPERTY. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS PROVISION WAS FREELY NEGOTIATED BETWEEN THE PARTIES AND PLAYED AN IMPORTANT PART IN THE BARGAINING PROCESS IN CONNECTION WITH THE DELIVERY OF THIS DEED WITHOUT WARRANTY.

This conveyance is made by Grantor and accepted by Grantee subject to the following restrictions, covenants and conditions: (i) prior to commencement of any construction activities within the Property, Grantee shall identify and submit to Grantor for its written approval all trees to be protected in connection with subsequent construction activities (the "*Protected Trees*"); (ii) Grantee shall mark all Protected Trees prior to initiation of any construction activities on the Property; (iii) Grantee shall provide written notice to Grantor after all tree protection is in place, and secure Grantor's concurrence that such measures are in place, prior to commencement of construction activities by Grantee's contractors within the Property; (iv) Grantee shall obligate its contractors to comply with all tree protection standards set forth in the City of Round Rock Tree Technical Manual: Standards and Specifications (January 13, 2005), as amended from time to time, in connection with all construction activities undertaken on the Property in order to preserve and protect the Protected Trees to the maximum extent practicable; (iv) Grantee shall obligate its contractors to comply with all tree protection measures set forth in Section 8-22 of the City of Round Rock Land Development Code in connection with all construction activities undertaken on the Property in order to preserve and protect the Protected Trees to the maximum extent practicable; and (v) in the event Grantee fails to provide the required prior notice and secure Grantor's concurrence that tree protection is in place in accordance with these provisions and subsequent construction activities by Grantee's contractors result in the removal or loss of any Protected Tree, Grantee shall provide payment to Grantor based on the diameter of such Protected Tree(s) in an amount equal to the Tree Replacement Fee (per inch) set forth in Section 8-20 of the City of Round Rock Land Development Code. Payment shall be made in full within 30 days of the removal or loss of each Protected Tree. UNDER NO CIRCUMSTANCES MAY GRANTEE OR ITS CONTRACTORS ENTER UPON, OR REMOVE ANY TREE FROM, AND REAL PROPERTY OWNED BY GRANTOR OUTSIDE THE PROPERTY EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING BY GRANTOR.

(Signature pages follow)

EXECUTED to be effective this the 14th day of November, 2019.

GRANTOR:

BRUSHY CREEK MUNICIPAL UTILITY DISTRICT

By: Donna Parker

Name: Donna Parker

Title: Vice President

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 14th day of November, 2019, by Donna Parker, Vice President, Board of Directors of Brushy Creek Municipal Utility District, a conservation and reclamation district of the State of Texas, on behalf of said district.

Margie Anthes
Notary Public, State of Texas

{SEAL}

MARGIE ANTHES
Notary ID #388967
My Commission Expires
January 12, 2023

GRANTEE:

WILLIAMSON COUNTY

By:_____

Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ___ day of _____, 2019, by _____, as _____ of Williamson County, on behalf of said county.

(Seal)

_____
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664

EXHIBIT A

Property

The Property consists of the following five (5) tracts of land located in Williamson County, Texas:

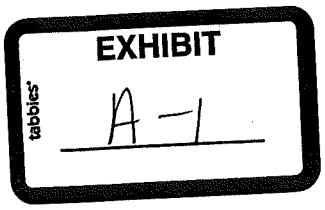
1. That certain tract of land identified as "Parcel N41" (being a 0.320 acre (13,949 square feet) tract of land, as more particularly described by metes and bounds on **Exhibit "A-1"** attached hereto, which exhibit is incorporated for all purposes.

2. That certain tract of land identified as "Parcel N41- Part 2" (being a 0.815 acre (35,504 square feet) tract of land, as more particularly described by metes and bounds on **Exhibit "A-2"** attached hereto, which exhibit is incorporated for all purposes.

3. That certain tract of land identified as "Parcel N43" (being a 0.866 acre (37,720 square feet) tract of land, as more particularly described by metes and bounds on **Exhibit "A-3"** attached hereto, which exhibit is incorporated for all purposes.

4. That certain tract of land identified as "Parcel S12- Part 2" (being a 0.329 acre (14,351 square feet) tract of land), as more particularly described by metes and bounds on **Exhibit "A-4"** attached hereto, which exhibit is incorporated for all purposes.

5. That certain tract of land identified as "Parcel S12" (being a 0.043 acre (1,855 square feet) tract of land), as more particularly described by metes and bounds on **Exhibit "A-5"** attached hereto, which exhibit is incorporated for all purposes.



METES AND BOUNDS DESCRIPTION

ROW PARCEL N41

BEING A 0.320 ACRE (13,949 SQUARE FEET) TRACT OF LAND IN THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 2.957 ACRE TRACT OF LAND, CONVEYED TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT, RECORDED IN DOCUMENT NO. 2018064115 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.320 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/8" iron rod found (Grid Coordinates: N=10162223.01, E=3113358.61) monumenting the northeast corner of the called 32.709 acre tract of land (Exhibit "D") conveyed to Fern Bluff Municipal Utility District, recorded in Document No. 9551845 of the Official Records of Williamson County, Texas and the northwest corner of the Park Reserve shown on Brushy Creek Subdivision Section One a subdivision recorded in Cabinet C, Slides 310-315 of the Plat Records of Williamson County, Texas, same being on the south right-of-way line of Hairy Man Road;

THENCE, N 18°26'29" W over and across said Hairy Man Road and in part with the west boundary line of the called 3.233 acre tract of land (Exhibit "E") conveyed to Fern Bluff Municipal Utility District, recorded in said Document No. 9551845, for a distance of 50.07 feet to a calculated point (Grid Coordinates: N=10162270.50, E=3113342.77) on the northwest corner of a 10' wide right-of-way dedication as shown on said Brushy Creek Subdivision Section One, same being the northwest corner of the 50' wide right-of-way as shown on said Brushy Creek Subdivision Section One, same being on the southwest corner of said 2.957 acre Brushy Creek Municipal Utility District tract for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, **N 20°55'00" W** with the east boundary line of said 3.233 acre Fern Bluff Municipal Utility District tract and the west boundary line of said 2.957 acre Brushy Creek Municipal Utility District tract for a distance of **5.86 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for the northwest corner hereof;

THENCE, through the interior of said 2.957 acre Brushy Creek Municipal Utility District tract, the following nine (9) courses and distances:

1. With a curve to the left an arc length of **63.05 feet**, said curve having a radius of **7470.00 feet**, a delta angle of **00°29'01"** and a chord which bears **N 68°55'17" E** for a distance of **63.05 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" on the end of this curve;

2. **N 68°40'46" E** for a distance of **150.13 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying";

3. **N 21°19'14" W** for a distance of **8.00 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying";

4. **N 68°40'46" E** for a distance of **47.64 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" on the beginning of a curve to the left;

5. With said curve to the left an arc length of **41.26 feet**, said curve having a radius of **762.00 feet**, a delta angle of **03°06'08"** and a chord which bears **N 67°07'42" E** for a distance of **41.25 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" on the end of this curve;

6. **N 24°25'21" W** for a distance of **12.00 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying";

7. With a curve to the left an arc length of **97.06 feet**, said curve having a radius of **750.00 feet**, a delta angle of **07°24'54"** and a chord which bears **N 61°52'11" E** for a distance of **97.00 feet** to a PK nail set on the end of this curve;

8. **N 58°09'44" E** for a distance of **330.51 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" for the northeast corner hereof;

9. **S 31°50'16" E** for a distance of **27.02 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" on said south boundary line of the 2.957 acre Brushy Creek Municipal Utility District tract and said north right-of-way line of Hairy Man Road, same being on a point in the northerly boundary line of said 10' wide right-of-way dedication, for the southeast corner hereof, from which a 1/2" iron rod found monumenting the northeast corner of Lot 49, Block 10 and the northwest corner of Lot 50, Block 10 of said Brushy Creek Subdivision Section One, bears S 84°52'09" E for a distance of 115.07 feet;

THENCE, with said south boundary line of the 2.957 acre Brushy Creek Municipal Utility District tract and said north right-of-way line of Hairy Man Road, and said northerly boundary line of said 10' wide right-of-way dedication the following four (4) courses and distances:

1. **S 58°00'00" W** for a distance of **319.35 feet** to a calculated point;

2. **S 60°28'08" W** for a distance of **49.48 feet** to a calculated point;

3. **S 64°43'03" W** for a distance of **69.01 feet** to a calculated point;

4. **S 68°29'51" W** for a distance of **296.02 feet** to the **POINT OF BEGINNING** hereof and containing 0.320 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor or 1.00011

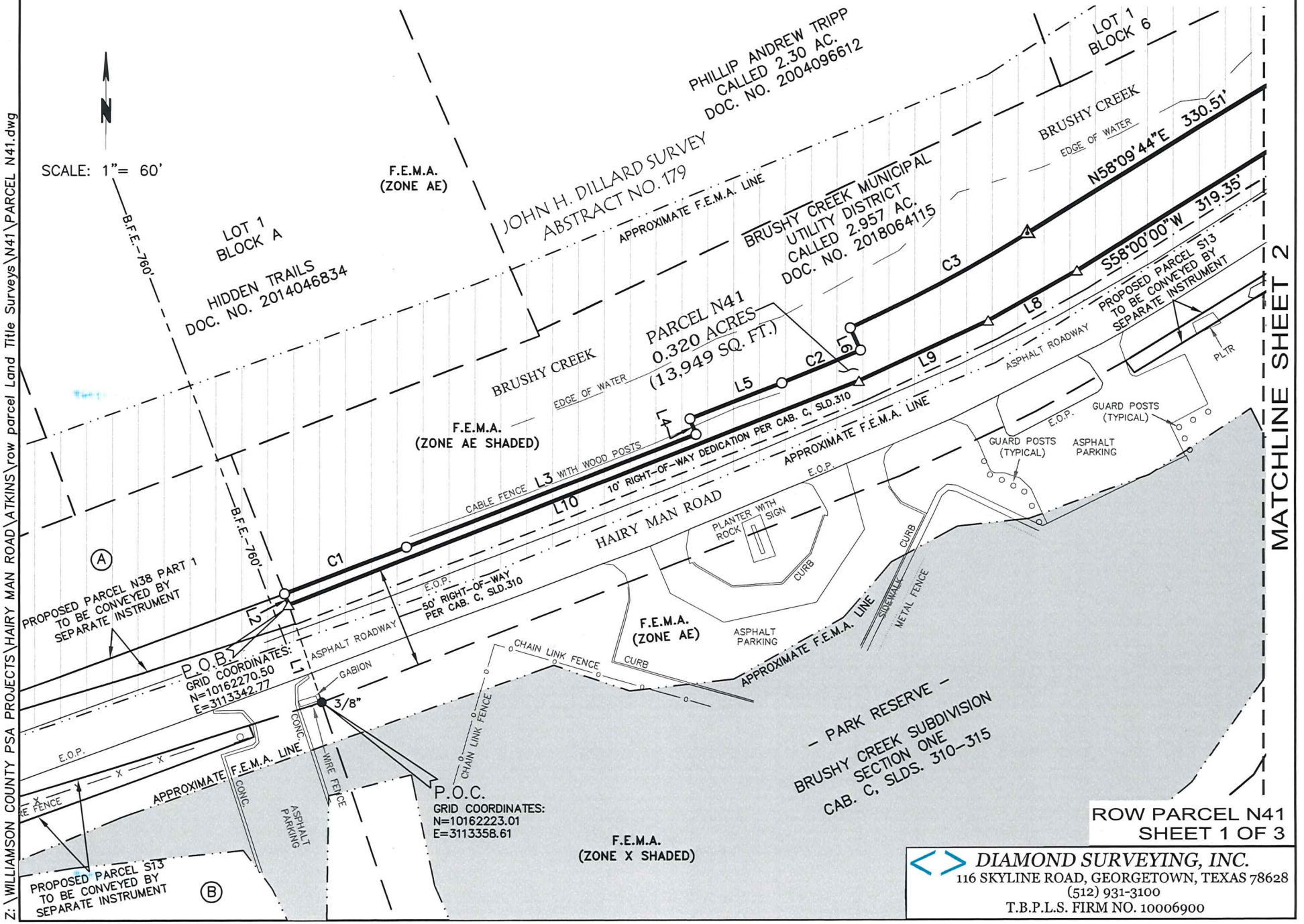
<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

August 30, 2018

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\N41\ROW PARCEL N41.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.320 ACRE (13,949 SQUARE FEET) TRACT OF LAND IN THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 2.957 ACRE TRACT OF LAND, CONVEYED TO BRUSHY CREEK MUNICIAPAL UTILITY DISTRICT, RECORDED IN DOCUMENT NO. 2018064115 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



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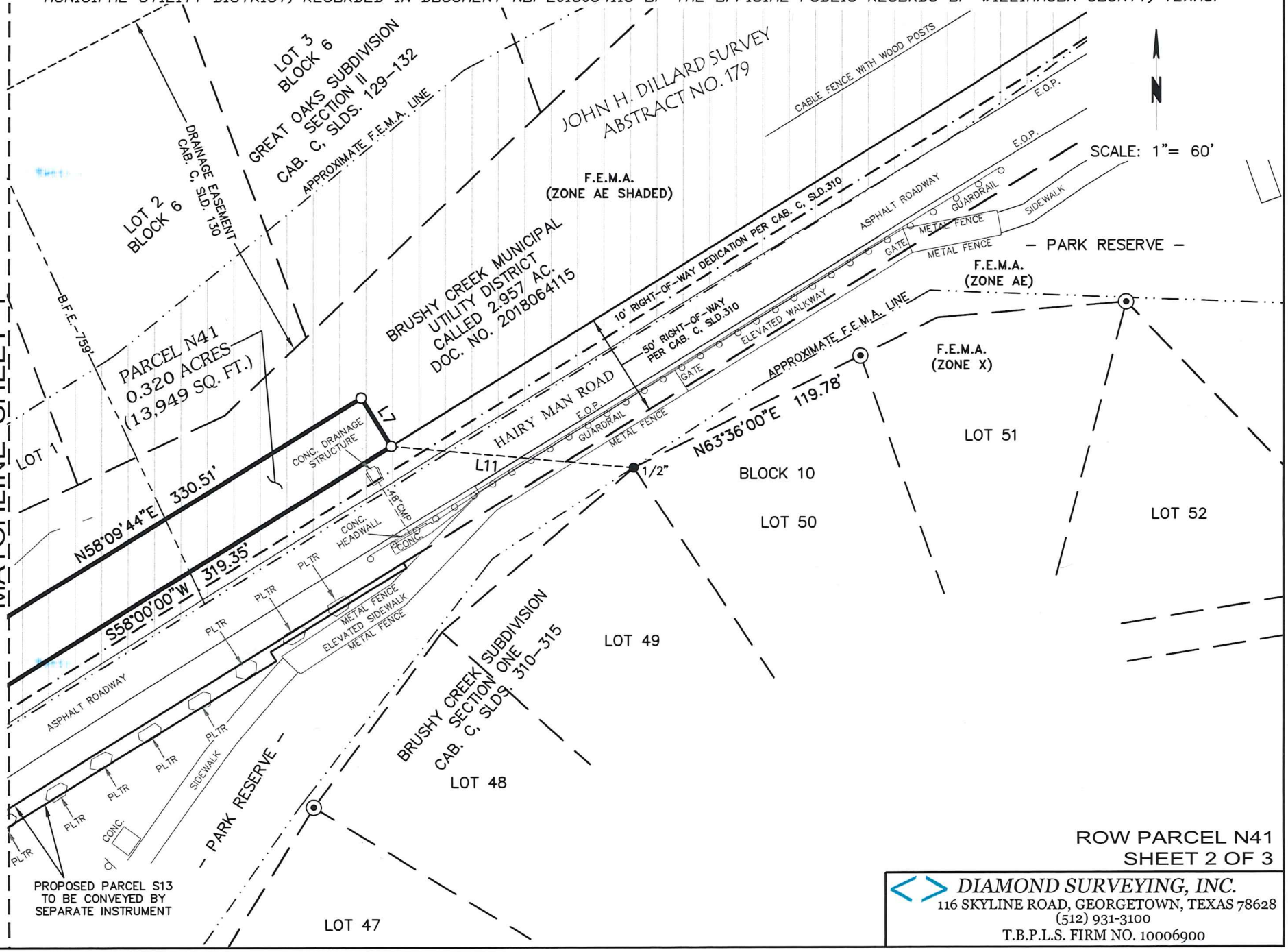
ROW PARCEL N41
SHEET 1 OF 3

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.320 ACRE (13,949 SQUARE FEET) TRACT OF LAND IN THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 2.957 ACRE TRACT OF LAND, CONVEYED TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT, RECORDED IN DOCUMENT NO. 2018064115 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



ROW PARCEL N41
SHEET 2 OF 3

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

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DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.320 ACRE (13,949 SQUARE FEET) TRACT OF LAND IN THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 2.957 ACRE TRACT OF LAND, CONVEYED TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT, RECORDED IN DOCUMENT NO. 2018064115 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

DEED INFORMATION – SEE SHEET 1 OF 3
(A) FERN BLUFF MUNICIPAL UTILITY DISTRICT CALLED 3.233 AC. (EXHIBIT E) DOC. NO. 9551845
(B) FERN BLUFF MUNICIPAL UTILITY DISTRICT CALLED 32.709 AC. (EXHIBIT D) DOC. NO. 9551845

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	7470.00'	63.05'	00°29'01"	N68°55'17"E	63.05'
C2	762.00'	41.26'	03°06'08"	N67°07'42"E	41.25'
C3	750.00'	97.06'	07°24'54"	N61°52'11"E	97.00'

LEGEND

●	IRON ROD FOUND
⊙	IRON PIPE FOUND
⚠	PK NAIL SET
○	½" IRON ROD W/CAP SET MARKED "DIAMOND SURVEYING"
△	CALCULATED POINT
⊖	SIGN
——x——	WIRE FENCE
——o——	CHAIN LINK FENCE
— · — · —	APPROXIMATE F.E.M.A. LINE
— – – – —	APPROXIMATE B.F.E. LINE
CONC.	CONCRETE
E.O.P.	EDGE OF PAVEMENT
PLTR	LANDSCAPE PLANTER
CMP	CORRUGATED METAL PIPE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
F.E.M.A.	FEDERAL EMERGENCY MANAGEMENT AGENCY
B.F.E.	F.E.M.A. BASE FLOOD ELEVATION

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N18°26'29"W	50.07'
L2	N20°55'00"W	5.86'
L3	N68°40'46"E	150.13'
L4	N21°19'14"W	8.00'
L5	N68°40'46"E	47.64'
L6	N24°25'21"W	12.00'
L7	S31°50'16"E	27.02'
L8	S60°28'08"W	49.48'
L9	S64°43'03"W	69.01'
L10	S68°29'51"W	296.02'
L11	S84°52'09"E	115.07'

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM.
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00011.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE "AE", SHADED (THE FLOODWAY IS THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS) ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0490E, DATED SEPTEMBER 26, 2008.

THE F.E.M.A. FLOOD LINES SHOWN HEREON ARE APPROXIMATE BY GRAPHIC PLOTTING ONLY AND WERE SCALED FROM THE ABOVE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS.

4) ONLY THOSE EASEMENTS AND RESTRICTIONS LISTED IN SCHEDULE B OF TITLE RESOURCES GUARANTY COMPANY, COMMITMENT FOR TITLE INSURANCE GF NO. 1832028-KFD, WHICH BEARS AN EFFECTIVE DATE OF AUGUST 14, 2018 AND AN ISSUED DATE OF AUGUST 22, 2018 WERE REVIEWED BY THE SURVEYOR. NO OTHER EASEMENT RECORD RESEARCH WAS PERFORMED BY DIAMOND SURVEYING, INC. (NO SURVEY MATTERS LISTED).

To: Williamson County, Texas and Title Resources Guaranty Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on August 8, 2018. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

AUGUST 30, 2018

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

ROW PARCEL N41
SHEET 3 OF 3

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

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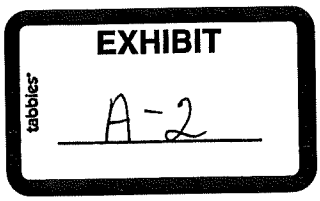


METES AND BOUNDS DESCRIPTION

ROW PARCEL N41 – PART 2

BEING A 0.815 ACRE (35,504 SQUARE FEET) TRACT OF LAND IN THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179 AND THE WILLIAM DUGAN SURVEY, ABSTRACT NO. 190, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 2.957 ACRE TRACT OF LAND, CONVEYED TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT, RECORDED IN DOCUMENT NO. 2018064115 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.815 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a hilti nail found in concrete (Grid Coordinates: N=10162936.51, E=3114633.53) monumenting the southwest corner of the called 12.114 acre tract of land (Tract 3) conveyed to Fern Bluff Municipal Utility District, recorded in Document No. 2004079127 of the Official Public Records of Williamson County, Texas, same being on the north right-of-way line of Hairy Man Road, from which a 1/2" iron rod found monumenting the northwest corner of the called 15.375 acre tract of land (Tract 2) conveyed to Fern Bluff Municipal Utility District, recorded in said Document No. 2004079127, same being on the intersection of the south right-of-way of said Hairy Man Road and the east right-of-way line of Great Oaks Drive, bears S 20°13'38" E for a distance of 40.25 feet;

THENCE, N 18°57'25" W with the west boundary line of said 12.114 acre Fern Bluff Municipal Utility District tract and said north right-of-way line of Hairy Man Road for a distance of 9.75 feet to a PK nail set (Grid Coordinates: N=10162945.73, E=3114630.36) on the southeast corner of said 2.957 acre Brushy Creek Municipal Utility District tract, for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE, with the south boundary line of said 2.957 acre Brushy Creek Municipal Utility District tract and said north right-of-way of Hairy Man Road, the following three (3) courses and distances:

1. **S 70°23'50" W** for a distance of **200.87 feet** to a calculated point;

2. **S 59°05'30" W** for a distance of **128.40 feet** to a calculated point, from which an iron pipe found monumenting the northwest corner of Lot 52, Block 10 and the northeast corner of Lot 51, Block 10, Brushy Creek Subdivision, Section One, a

subdivision recorded in Cabinet C, Slides 310-315 of the Plat Records of Williamson County, Texas, bears S 04°26'51" E for a distance of 142.21 feet;

3. **S 58°00'00" W** for a distance of **268.21 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" for the southwest corner hereof;

THENCE, departing said north right-of-way line of Hairy Man Road, through the interior of said 2.957 acre Brushy Creek Municipal Utility District tract, the following six (6) courses and distances:

1. **N 32°00'00" W** for a distance of **10.12 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" for the most westerly northwest corner hereof;

2. **N 58°00'00" E** for a distance of **158.15 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying";

3. **N 20°08'01" W** for a distance of **47.85 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying";

4. **N 58°01'45" E** for a distance of **292.90 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying";

5. **N 69°42'19" E** for a distance of **67.68 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying";

6. **N 20°12'17" W** for a distance of **62.08 feet** to a cotton gin spindle set on the north boundary line of said 2.957 acre Brushy Creek Municipal Utility District tract, same being on the south boundary line of Lot 7, Block 6, Great Oaks Subdivision, Section II, a subdivision recorded in Cabinet C, Slides 129-132 of the Plat Records of Williamson County, Texas, for the most northerly northwest corner hereof, from which a 1/2" iron rod found monumenting the northwest corner of said Lot 7, Block 6 and the northeast corner of Lot 6, Block 6 of said Great Oaks Subdivision Section II, same being on the south right-of-way line of Oak Ridge Drive (50' right-of-way width), bears N 25°40'00" W for a distance of 253.09 feet;

THENCE, **N 62°11'13" E** with the north boundary line of said 2.957 acre Brushy Creek Municipal Utility District tract and said south boundary line of Lot 7, Block 6 for a distance of **86.31 feet** to a cotton gin spindle set on the northeast corner of said 2.957 acre Brushy Creek Municipal Utility District tract and the most westerly northwest corner of said 12.114 acre Fern Bluff Municipal Utility District tract, for the northeast corner hereof;

THENCE, **S 18°57'25" E** with the east boundary line of said 2.957 acre Brushy Creek Municipal Utility District tract and the west boundary line said 12.114 acre Fern Bluff Municipal Utility District tract for a distance of **146.90 feet** to the **POINT OF BEGINNING** hereof and containing 0.815 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor or 1.00011

A drawing has been prepared to accompany this metes and bounds description.

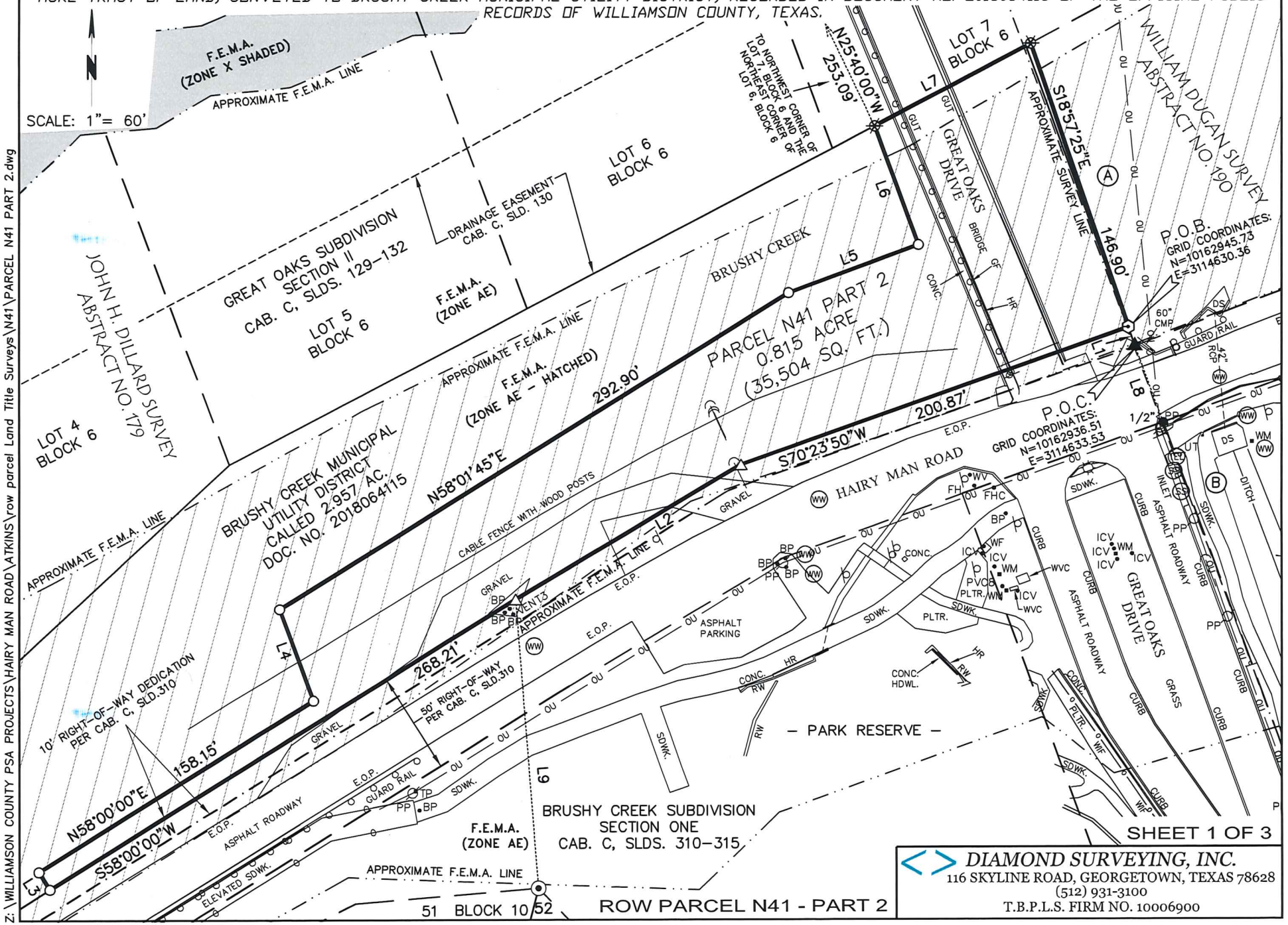
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

JULY 26, 2019

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\N41\ROW PARCEL N41 PART 2.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.815 ACRE (35,504 SQUARE FEET) TRACT OF LAND IN THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179 AND THE WILLIAM DUGAN SURVEY, ABSTRACT NO. 190, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 2.957 ACRE TRACT OF LAND, CONVEYED TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT, RECORDED IN DOCUMENT NO. 2018064115 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



SHEET 1 OF 3

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\N41\PARCEL N41 PART 2.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.815 ACRE (35,504 SQUARE FEET) TRACT OF LAND IN THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179 AND THE WILLIAM DUGAN SURVEY, ABSTRACT NO. 190, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 2.957 ACRE TRACT OF LAND, CONVEYED TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT, RECORDED IN DOCUMENT NO. 2018064115 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N18°57'25"W	9.75'
L2	S59°05'30"W	128.40'
L3	N32°00'00"W	10.12'
L4	N20°08'01"W	47.85'
L5	N69°42'19"E	67.68'
L6	N20°12'17"W	62.08'
L7	N62°11'13"E	86.31'
L8	S20°13'38"E	40.25'
L9	S04°26'51"E	142.21'

DEED INFORMATION – SEE SHEET 1 OF 3
(A) FERN BLUFF MUNICIPAL UTILITY DISTRICT TRACT 3 – CALLED 12.114 AC. DOC. NO. 2004079127
(B) FERN BLUFF MUNICIPAL UTILITY DISTRICT TRACT 2 – CALLED 15.375 AC DOC. 2004079127

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM.
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00011.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE "AE", SHADED (THE FLOODWAY IS THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS) ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0490E, DATED SEPTEMBER 26, 2008.

THE F.E.M.A. FLOOD LINES SHOWN HEREON ARE APPROXIMATE BY GRAPHIC PLOTTING ONLY AND WERE SCALED FROM THE ABOVE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS.

4) ONLY THOSE EASEMENTS AND RESTRICTIONS LISTED IN SCHEDULE B OF TITLE RESOURCES GUARANTY COMPANY, COMMITMENT FOR TITLE INSURANCE GF NO. 1832028-KFD, WHICH BEARS AN EFFECTIVE DATE OF AUGUST 14, 2018 AND AN ISSUED DATE OF AUGUST 22, 2018 WERE REVIEWED BY THE SURVEYOR. NO OTHER EASEMENT RECORD RESEARCH WAS PERFORMED BY DIAMOND SURVEYING, INC. (NO SURVEY MATTERS LISTED).

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

ROW PARCEL N41 PART 2

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\N41\PARCEL N41 PART 2.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.815 ACRE (35,504 SQUARE FEET) TRACT OF LAND IN THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179 AND THE WILLIAM DUGAN SURVEY, ABSTRACT NO. 190, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 2.957 ACRE TRACT OF LAND, CONVEYED TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT, RECORDED IN DOCUMENT NO. 2018064115 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND

●	IRON ROD FOUND
▲	HILTI NAIL FOUND IN CONCRETE
⦿	IRON PIPE FOUND
○	½" IRON ROD W/CAP SET MARKED "DIAMOND SURVEYING"
✵	COTTON GIN SPINDLE SET
⬡	PK NAIL SET
△	CALCULATED POINT
⊖	SIGN
PP	POWER POLE
⟵	GUY ANCHOR
WM	WATER METER
ICV	IRRIGATION CONTROL VALVE
FH	FIRE HYDRANT
FHC	FIRE HYDRANT–CAPPED
WF	WATER FAUCET
TP	TELEPHONE PEDESTAL
BP	BOLLARD POST
VENT3	3" VENT PIPE
PVC8	8" PVC RISER
UT	UNDERGROUND TELEPHONE SIGN
WW	WASTEWATER MANHOLE
SS	STORM SEWER MANHOLE
TEL	TELEPHONE MANHOLE
WIF	WROUGHT IRON FENCE
HR	HANDRAIL
RW	RETAINING WALL
HDWL.	HEADWALL
DS	DRAINAGE STRUCTURE
WVC	WATER VAULT ON CONCRETE
CONC.	CONCRETE
PLTR	PLANTER
E.O.P.	EDGE OF PAVEMENT
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
SDWK.	SIDEWALK
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
F.E.M.A.	FEDERAL EMERGENCY MANAGEMENT AGENCY
—— OU —— OU ——	OVERHEAD UTILITY LINE
——o——o——o——	WROUGHT IRON FENCE
– · – · – · –	APPROXIMATE F.E.M.A. LINE

To: Williamson County, Texas and Title Resources Guaranty Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on July 25, 2019. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

SHANE SHAFER, R.P.L.S. NO. 5281 — JULY 26, 2019 DATE

ROW PARCEL N41 PART 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\N41\PARCEL N41 PART 2.dwg

METES AND BOUNDS DESCRIPTION

PARCEL N43

BEING A 0.866 ACRE (37,720 SQUARE FEET) TRACT OF LAND IN THE WILLIAM DUGAN SURVEY, ABSTRACT NO. 190 AND THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF LOT 7, BLOCK 6, GREAT OAKS SUBDIVISION, SECTION II, A SUBDIVISION RECORDED IN CABINET C, SLIDES 129-132 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.866 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with cap marked "Wallace" (Grid Coordinates: N=10163345.57, E=3114563.86) monumenting the northeast corner of said Lot 7, Block 6 and the southeast corner of Oak Ridge Drive (50' wide Right-of-way) as shown on said Great Oaks Subdivision, Section II, same being on the west boundary line of the called 2.910 acre tract of land (Exhibit 'C') conveyed to Williamson County Municipal Utility District No. 2, recorded in Volume 832, Page 220 of the Deed Records of Williamson County, Texas, for the northeast corner and **POINT OF BEGINNING** hereof, from which an iron rod found with cap marked "Wallace" monumenting the southeast corner of Lot 7, Block 4 of said Great Oaks Subdivision, Section II and the northeast corner of said Oak Ridge Drive, bears N 20°09'47" W for a distance of 50.17 feet;

THENCE, **S 20°09'47" E** with the east boundary line of said Lot 7, Block 6 and said west boundary line of the 2.910 acre Williamson County Municipal Utility District No. 2 tract for a distance of **156.85 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" on the most northerly northwest corner of the called 12.114 acre tract of land (Tract 3) conveyed to Fern Bluff Municipal Utility District, recorded in Document No. 2004079127 of the Official Public Records of Williamson County, Texas and the southwest corner of said 2.910 acre Williamson County, Municipal Utility District No. 2 tract, same being on an angle point in the east boundary line of said Lot 7, Block 6;

THENCE, **S 00°40'13" W** with the southeasterly boundary line of said Lot 7, Block 6 and the northerly boundary line of said 12.114 acre Fern Bluff Municipal Utility District tract for a distance of **95.70 feet** to a cotton gin spindle set on the southeast corner of said Lot 7, Block 6 and an interior ell corner of said 12.114 acre Fern Bluff Municipal Utility District tract, for the southeast corner hereof, from which a hilti nail found in concrete monumenting the southwest corner of said 12.114 acre Fern Bluff Municipal Utility District tract and the southeast corner of the called 2.957 acre tract of land conveyed to Brushy Creek Municipal Utility District, recorded in Document No. 2018064115 of the Official Public Records of Williamson County, Texas, same being on the north right-of-way line of Hairy Man Road, bears S 05°44'52" E for a distance of 167.01 feet;

THENCE, **S 62°11'13" W** with the south boundary line of said Lot 7, Block 6, said north boundary line of the 12.114 acre Fern Bluff Utility District tract and in part with the north boundary line of said 2.957 acre Brushy Creek Municipal Utility District tract for a distance of **124.93 feet** to a cotton gin spindle set for the southwest corner hereof;

THENCE, through the interior of said Lot 7, Block 6, the following two (2) courses and distances:

1. **N 20°12'17" W** passing at a distance of 38.00 feet a 1/2" iron rod set with cap marked "Diamond Surveying" for reference, in all a total distance of **239.06 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying";

2. **N 52°22'31" W** for a distance of **16.31 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" on the north boundary line of said Lot 7, Block 6 and the south right-of-way line of said Oak Ridge Drive, for the northwest corner hereof, from which a 1/2" iron rod found monumenting the northwest corner of said Lot 7, Block 6 and the northeast corner of Lot 6, Block 6 of said Great Oaks Subdivision, Section II, bears S 66°22'52" W for a distance of 15.43 feet;

THENCE, **N 66°22'52" E** with said north boundary line of Lot 7, Block 6 and said south right-of-way line of Oak Ridge Drive for a distance of **167.03 feet** to the **POINT OF BEGINNING** hereof and containing 0.866 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor or 1.00011

A drawing has been prepared to accompany this metes and bounds description.

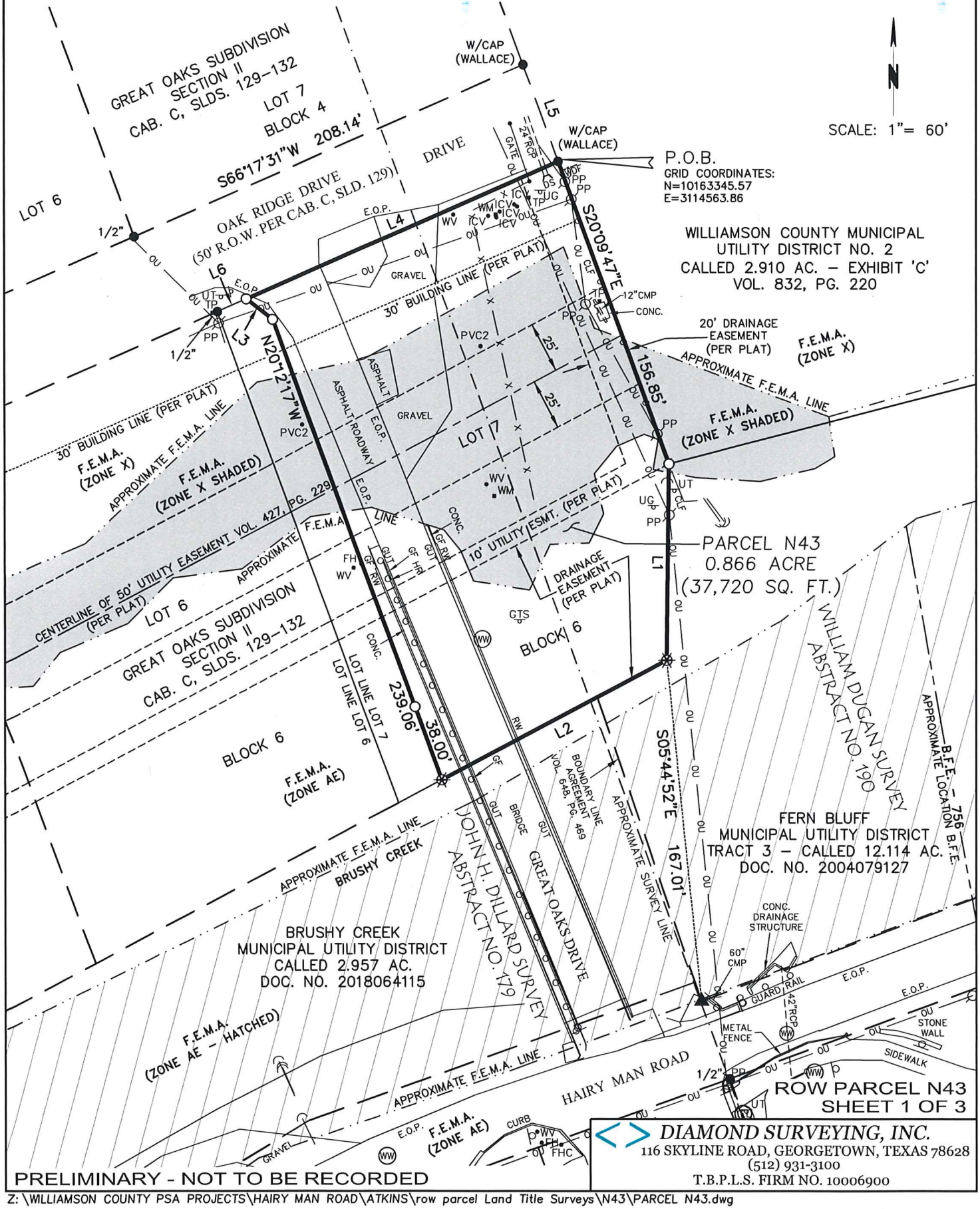
Date: July 25, 2019

PRELIMINARY FOR REVIEW – NOT TO BE RECORDED

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
FIRM REGISTRATION NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\N43\PARCEL N43.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.866 ACRE (37,720 SQUARE FEET) TRACT OF LAND IN THE WILLIAM DUGAN SURVEY, ABSTRACT NO. 190 AND THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF LOT 7, BLOCK 6, GREAT OAKS SUBDIVISION, SECTION II, A SUBDIVISION RECORDED IN CABINET C, SLIDES 129-132 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.



ROW PARCEL N43
SHEET 1 OF 3

PRELIMINARY - NOT TO BE RECORDED

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

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DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.866 ACRE (37,720 SQUARE FEET) TRACT OF LAND IN THE WILLIAM DUGAN SURVEY, ABSTRACT NO. 190 AND THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF LOT 7, BLOCK 6, GREAT OAKS SUBDIVISION, SECTION II, A SUBDIVISION RECORDED IN CABINET C, SLIDES 129-132 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND

●	IRON ROD FOUND
▲	HILTI NAIL FOUND IN CONCRETE
O	½" IRON ROD W/CAP SET MARKED "DIAMOND SURVEYING"
	COTTON GIN SPINDLE SET
△	CALCULATED POINT
WV	WATER VALVE
WM	WATER METER
ICV	IRRIGATION CONTROL VALVE
FH	FIRE HYDRANT
FHC	FIRE HYDRANT–CAPPED
PP	POWER POLE
	GUY ANCHOR
	SIGN
TP	TELEPHONE PEDESTAL
PVC2	2" PVC RISER
UT	UNDERGROUND TELEPHONE SIGN
UG	UNDERGROUND GAS SIGN
GTS	GAS TEST STATION SIGN
WW	WASTEWATER MANHOLE
TEL	TELEPHONE MANHOLE

GF	GUARD FENCE
CLF	CHAIN LINK FENCE
WDF	WOOD FENCE
HR	HANDRAIL
RW	RETAINING WALL
GUT	GUTTER
CONC.	CONCRETE
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
DS	DRAINAGE STRUCTURE
HR	HANDRAIL
P.O.B.	POINT OF BEGINNING
F.E.M.A.	FEDERAL EMERGENCY MANAGEMENT AGENCY
B.F.E.	BASE FLOOD ELEVATION
E.O.P.	EDGE OF PAVEMENT
—— OU —— OU ——	OVERHEAD UTILITY LINE
– · — · — · — · –	APPROXIMATE F.E.M.A. LINE
— – – —— – – —	F.E.M.A. BASE FLOOD ELEVATION LINE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°40'13"W	95.70'
L2	S62°11'13"W	124.93'
L3	N52°22'31"W	16.31'
L4	N66°22'52"E	167.03'
L5	N20°09'47"W	50.17'
L6	S66°22'52"W	15.43'

PRELIMINARY - NOT TO BE RECORDED

ROW PARCEL N43
SHEET 2 OF 3

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.866 ACRE (37,720 SQUARE FEET) TRACT OF LAND IN THE WILLIAM DUGAN SURVEY, ABSTRACT NO. 190 AND THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF LOT 7, BLOCK 6, GREAT OAKS SUBDIVISION, SECTION II, A SUBDIVISION RECORDED IN CABINET C, SLIDES 129-132 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM.
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00011.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE 'AE' (BASE FLOOD ELEVATION DETERMINED), ZONE 'X' (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND ZONE 'X'-SHADED (AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WIDTH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD) ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0490E, DATED SEPTEMBER 26, 2008.

THE F.E.M.A. FLOOD LINES SHOWN HEREON ARE APPROXIMATE BY GRAPHIC PLOTTING ONLY AND WERE SCALED FROM THE ABOVE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS.

4) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE EASEMENTS OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY AFFECT THE SUBJECT PROPERTY.
ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT OF GREAT OAKS SUBDIVISION, SECTION II.
THE 50' UTILITY EASEMENT SHOWN HEREON PER VOLUME 427, PAGE 229 IS PLOTTED AS SHOWN ON SAID PLAT.

To: Williamson County, Texas, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on July 23, 2019. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1B, Condition III Standard Land Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

ROW PARCEL N43
SHEET 3 OF 3

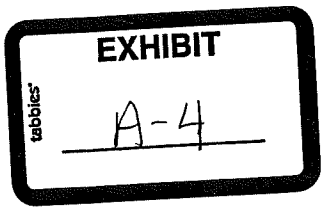
PRELIMINARY - NOT TO BE RECORDED

JULY 25, 2019

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\N43\PARCEL N43.dwg



METES AND BOUNDS DESCRIPTION

ROW PARCEL S12 – PART 2

BEING A 0.329 ACRE (14,351 SQUARE FEET) TRACT OF LAND IN THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE PARK RESERVE AS SHOWN ON BRUSHY CREEK SUBDIVISION SECTION ONE, A SUBDIVISION RECORDED IN CABINET C, SLIDES 310-315 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.329 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found (Grid Coordinates: N=10162255.98, E=3114769.86) monumenting the southeast corner of said Park Reserve and the northeast corner of Lot 21, Block 11 of said Brushy Creek Subdivision Section One, same being on the west right-of-way Great Oaks Drive, from which a 1/2" iron rod found monumenting a point of curvature on the east boundary line of Lot 2, Block 11 of said Brushy Creek Subdivision, Section One, same being on said west right-of-way line of Great Oaks Drive, bears S 19°57'32" E for a distance of 394.65 feet;

THENCE, N 19°57'32" W with the east boundary line of said Park Reserve and said west right-of-way line of Great Oaks Drive for a distance of 576.70 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" (Grid Coordinates: N=10162797.98, E=3114573.02) for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE, departing said west right-of-way line of Great Oaks Drive, through the interior of said Park Reserve the following four (4) courses and distances:

1. **S 69°48'13" W** for a distance of **27.03 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying";

2. **S 84°08'06" W** for a distance of **72.38 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying";

3. **S 67°11'12" W** for a distance of **204.41 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying";

4. **S 79°00'22" W** for a distance of **57.04 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" on the north boundary line of said Park Reserve same being the south right-of-way line of Hairy Man Road (50' wide right-of-way) as shown on said Brushy Creek Subdivision Section One, for the west corner hereof, from which an iron pipe found monumenting the northeast corner of Lot 50, Block 10 and the northwest corner of Lot 51, Block 10 of said Brushy Creek Subdivision Section One, bears S 18°02'39" W for a distance of 48.51 feet;

THENCE, with the north boundary line of said Park Reserve and said south right-of-way line of Hairy Man Road, the following three (3) courses and distances:

1. **N 58°00'00" E** for a distance of **148.46 feet** to a calculated point;

2. **N 59°05'33" E** for a distance of **122.88 feet** to a calculated point;

3. **N 70°23'50" E** for a distance of **91.89 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on the northeast corner of said Park Reserve, same being on said west right-of-way line of Great Oaks Drive for the northeast corner hereof, from which a 1/2" iron rod found monumenting the northwest corner of the called 15.375 acre tract of land (Tract 2) conveyed to Fern Bluff Municipal Utility District, recorded in Document No. 2004079127 of the Official Public Records of Williamson County, Texas, same being on said south right-of-way line of Hairy Man Road, bears N 70°23'50" E for a distance of 104.36 feet;

THENCE, **S 19°57'32" E** with said east boundary line of the Park Reserve and said west right-of-way line of Great Oaks Drive for a distance of **69.96 feet** to the **POINT OF BEGINNING** hereof and containing 0.329 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor or 1.00011

A drawing has been prepared to accompany this metes and bounds description.

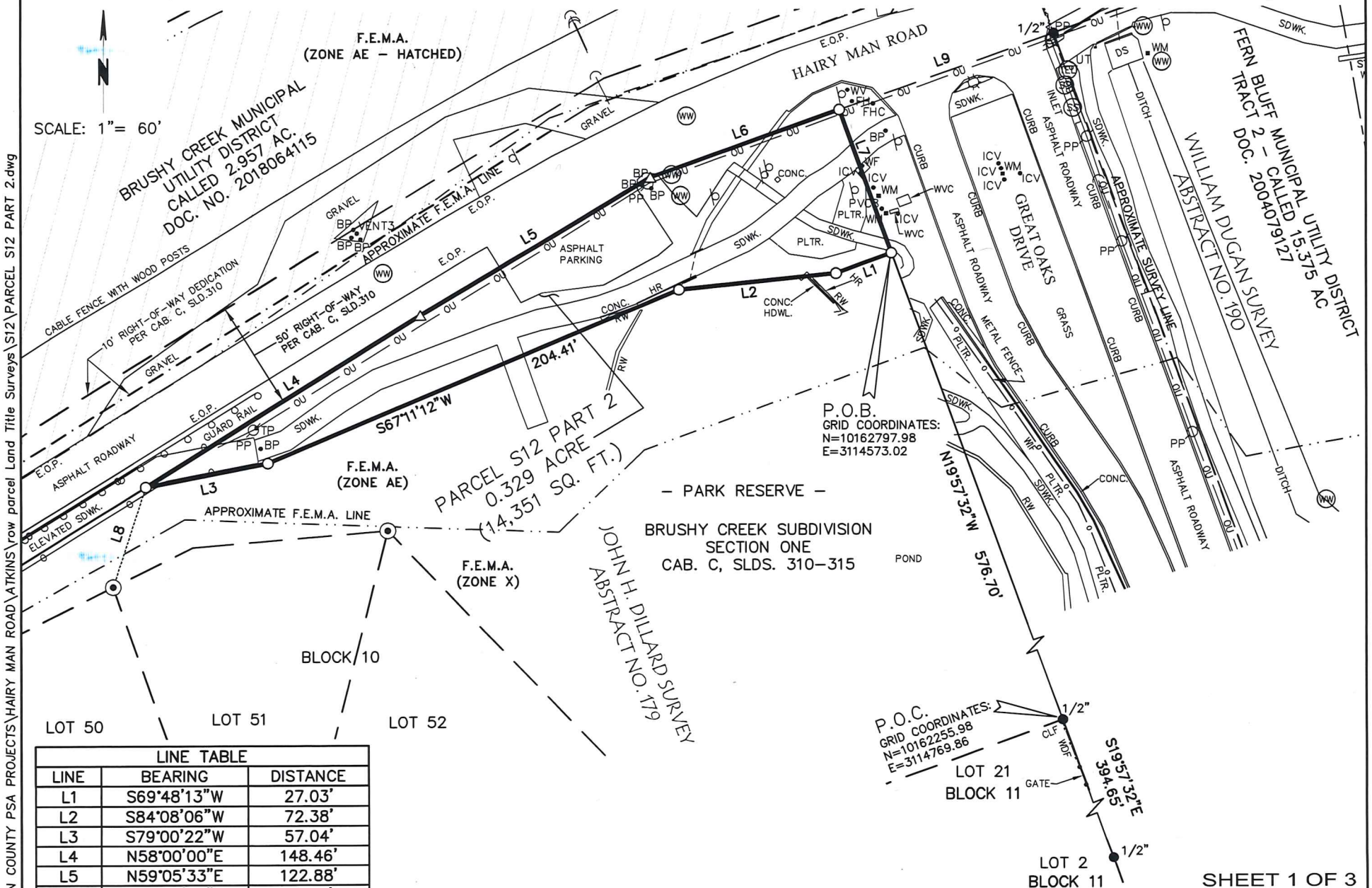
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

July 16, 2019

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\S12\ROW PARCEL S12 PART 2.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.329 ACRE (14,351 SQUARE FEET) TRACT OF LAND IN THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE PARK RESERVE AS SHOWN ON BRUSHY CREEK SUBDIVISION, SECTION ONE, A SUBDIVISION RECORDED IN CABINET C, SLIDES 310-315 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S69°48'13"W	27.03'
L2	S84°08'06"W	72.38'
L3	S79°00'22"W	57.04'
L4	N58°00'00"E	148.46'
L5	N59°05'33"E	122.88'
L6	N70°23'50"E	91.89'
L7	S19°57'32"E	69.96'
L8	S18°02'39"W	48.51'
L9	N70°23'50"E	104.36'

ROW PARCEL S12 - PART 2

SHEET 1 OF 3

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\S12\PARCEL S12 PART 2.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.329 ACRE (14,351 SQUARE FEET) TRACT OF LAND IN THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE PARK RESERVE AS SHOWN ON BRUSHY CREEK SUBDIVISION, SECTION ONE, A SUBDIVISION RECORDED IN CABINET C, SLIDES 310-315 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Title Resources Guaranty Company, Commitment for Title Insurance GF No. 1825239-KFO, which bears an effective date of June 18, 2018 and an issued date of June 27, 2018 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

Restrictive covenants of record:

Cabinet C, Slide 310, Plat Records, Williamson County, Texas. Subject tract is a part of the property described in said instrument.
Volume 672, Page 529, Deed Records, Williamson County, Texas. Subject tract is a part of the property described in said instrument.

10a) Building setback lines as shown on the recorded plat and dedication and being 25' along the front property line. No building setback lines are shown on the plat in the vicinity of the subject tract.

10b) Building setback lines as set forth in instrument recorded in Volume 672, Page 529, Deed Records, Williamson County, Texas. Subject tract is a part of the setback restrictions listed in said instrument.

10c) Electric distribution line and appurtenances to Texas Power & Light Company, recorded in Volume 684, Page 167, Deed Records, Williamson County, Texas. Not a part of subject tract.

10d) Temporary Working Space Easement for Sanitary Sewer to Brushy Creek Water Control and Improvement District, recorded in Volume 1619, Page 308, Official Records, Williamson County, Texas. Said easement being further affected by conveyance/assignment in Document Nos. 9650486 and 9734854, Official Records of Williamson County, Texas and Document No. 2000072219, Official Public Records, Williamson County, Texas. Is a part of the subject tract, unable to plot with any certainty of the location of said easement, the easement is based on a baseline established by wastewater manholes shown in Exhibit 'A' of said instrument. The actual on the ground measurements between manholes do not match the distances of the baseline shown in Exhibit 'A'. The Temporary Working Space Easement for Sanitary Sewer states: "TO HAVE AND TO HOLD the same during construction period.

10e) Temporary Working Space Easement for Sanitary Sewer to Brushy Creek Water Control and Improvement District, recorded in Volume 1619, Page 313, Official Records, Williamson County, Texas. Said easement being further affected by conveyance/assignment in Document Nos. 9650486 and 9734854, Official Records of Williamson County, Texas and Document No. 2000072219, Official Public Records, Williamson County, Texas. Not a part of subject tract.

10f) Notice regarding Edwards Aquifer Protection Plan, recorded in Document No. 2004005144 corrected in Document No. 2004008054, of the Official Public Records, Williamson County, Texas. Not a survey matter.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\S12\PARCEL S12 PART 2.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.329 ACRE (14,351 SQUARE FEET) TRACT OF LAND IN THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE PARK RESERVE AS SHOWN ON BRUSHY CREEK SUBDIVISION, SECTION ONE, A SUBDIVISION RECORDED IN CABINET C, SLIDES 310-315 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND

●	IRON ROD FOUND
⊙	IRON PIPE FOUND
○	½" IRON ROD W/CAP SET MARKED "DIAMOND SURVEYING"
△	CALCULATED POINT
⊸	SIGN
PP	POWER POLE
⟵	GUY ANCHOR
WV	WATER VALVE
WM	WATER METER
ICV	IRRIGATION CONTROL VALVE
FH	FIRE HYDRANT
FHC	FIRE HYDRANT–CAPPED
WF	WATER FAUCET
☼	LIGHT POLE
TP	TELEPHONE PEDESTAL
BP	BOLLARD POST
VENT3	3" VENT PIPE
PVC8	8" PVC RISER
⊸	SIGN
UT	UNDERGROUND TELEPHONE SIGN
WW	WASTEWATER MANHOLE
SS	STORM SEWER MANHOLE
TEL	TELEPHONE MANHOLE

WIF	WROUGHT IRON FENCE
CLF	CHAIN LINK FENCE
WDF	WOOD FENCE
HR	HANDRAIL
RW	RETAINING WALL
HDWL.	HEADWALL
DS	DRAINAGE STRUCTURE
WVC	WATER VAULT ON CONCRETE
CONC.	CONCRETE
PLTR	PLANTER
E.O.P.	EDGE OF PAVEMENT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
F.E.M.A.	FEDERAL EMERGENCY MANAGEMENT AGENCY
—— OU ——	OVERHEAD UTILITIES
— · · — · · —	APPROXIMATE F.E.M.A. LINE

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM.
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00011.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE AE, BASE FLOOD ELEVATION DETERMINED, ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0490E, DATED SEPTEMBER 26, 2008.

THE F.E.M.A. FLOOD LINES SHOWN HEREON ARE APPROXIMATE BY GRAPHIC PLOTTING ONLY AND WERE SCALED FROM THE ABOVE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS.

To: Williamson County, Texas and Title Resources Guaranty Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on July 8, 2019. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

JULY 16, 2019

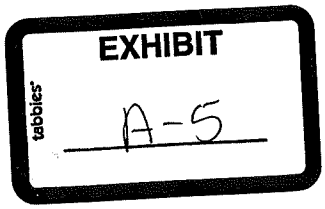
SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

ROW PARCEL S12 - PART 2
SHEET 3 OF 3

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\S12\PARCEL S12 PART 2.dwg



METES AND BOUNDS DESCRIPTION

ROW PARCEL S12

BEING A 0.043 ACRE (1,855 SQUARE FEET) TRACT OF LAND IN THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE PARK RESERVE SHOWN ON BRUSHY CREEK SUBDIVISION SECTION ONE, A SUBDIVISION RECORDED IN CABINET C, SLIDES 310-315 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.043 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/8" iron rod found (Grid Coordinates: N=10162223.01, E=3113358.61) monumenting the northwest corner of said Park Reserve and the northeast corner of the called 32.709 acre tract of land (Exhibit D), conveyed to Fern Bluff Municipal Utility District, recorded in Document No. 9551845 of the Official Records of Williamson County, Texas, same being on the south right-of-way line of Hairy Man Road, from which an iron pipe found monumenting the southeast corner of said Park Reserve, the northwest corner of Lot 40, Block 10 of said Brushy Creek Subdivision Section One, and the most easterly southeast corner of said 32.709 acre Fern Bluff Municipal Utility District tract, bears S 18°26'16" E for a distance of 263.95 feet and S 21°50'28" E for a distance of 75.47 feet;

THENCE, with the north boundary line of said Park Reserve and said south boundary line of Hairy Man Road, the following three (3) courses and distances:

1. N 68°29'51" E for a distance of 300.34 feet to a calculated point;

2. N 64°43'03" E for a distance of 72.52 feet to a calculated point;

3. N 60°28'08" E for a distance of 49.87 feet to a cotton gin spindle set (Grid Coordinates: N=10162388.63, E=3113746.97) on the northwest corner and **POINT OF BEGINNING** hereof;

THENCE, continuing with the north boundary line of said Park Reserve and said south boundary line of Hairy Man Road, the following two (2) courses and distances:

1. **N 60°28'08" E** for a distance of **2.54 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying";

2. **N 58°00'00" E** for a distance of **295.84 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on the northeast corner hereof;

THENCE, through the interior of said Park Reserve, the following five (5) courses and distances:

1. **S 31°50'16" E** for a distance of **2.91 feet** to a PK nail set on the southeast corner hereof, from which a 1/2" iron rod found monumenting the northeast corner of Lot 49, Block 10 and the northwest corner of Lot 50, Block 10 of said Brushy Creek Subdivision Section One, same being on the south boundary line of said Park Reserve, bears N 66°05'46" E for a distance of 117.50 feet;

2. **S 58°09'44" W** for a distance of **75.56 feet** to a PK nail set;

3. **S 31°50'16" E** for a distance of **5.00 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying";

4. **S 58°09'44" W** for a distance of **222.28 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on the southwest corner hereof;

5. **N 36°07'48" W** for a distance of **7.20 feet** to the **POINT OF BEGINNING** hereof and containing 0.043 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plain System. Distances shown hereon are surface distances based on a combined surface adjustment factor or 1.00011

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

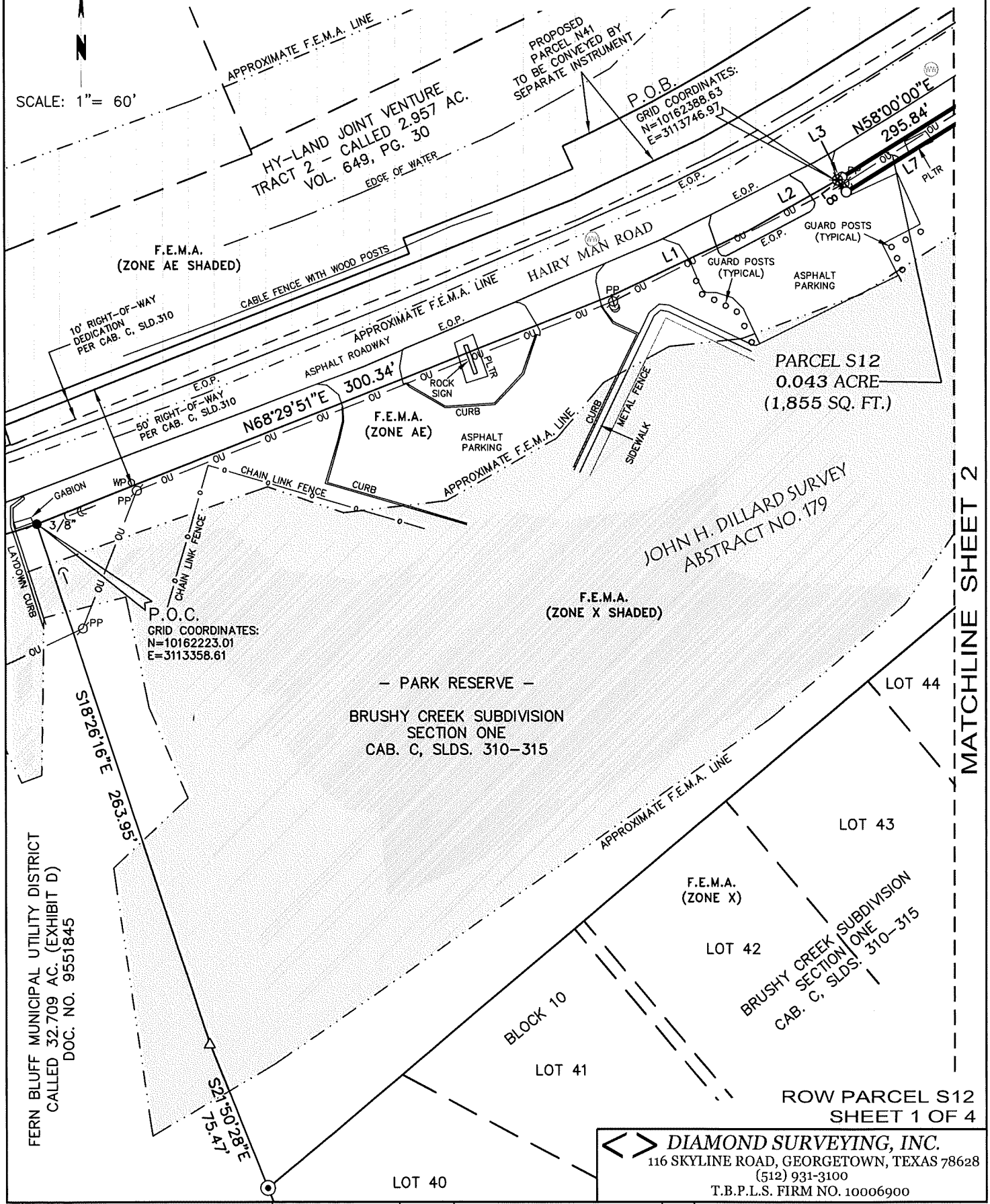
August 6, 2018

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\S12\ROW PARCEL S12.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.043 ACRE (1,855 SQUARE FEET) TRACT OF LAND IN THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE PARK RESERVE AS SHOWN ON BRUSHY CREEK SUBDIVISION, SECTION ONE, A SUBDIVISION RECORDED IN CABINET C, SLIDES 310-315 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

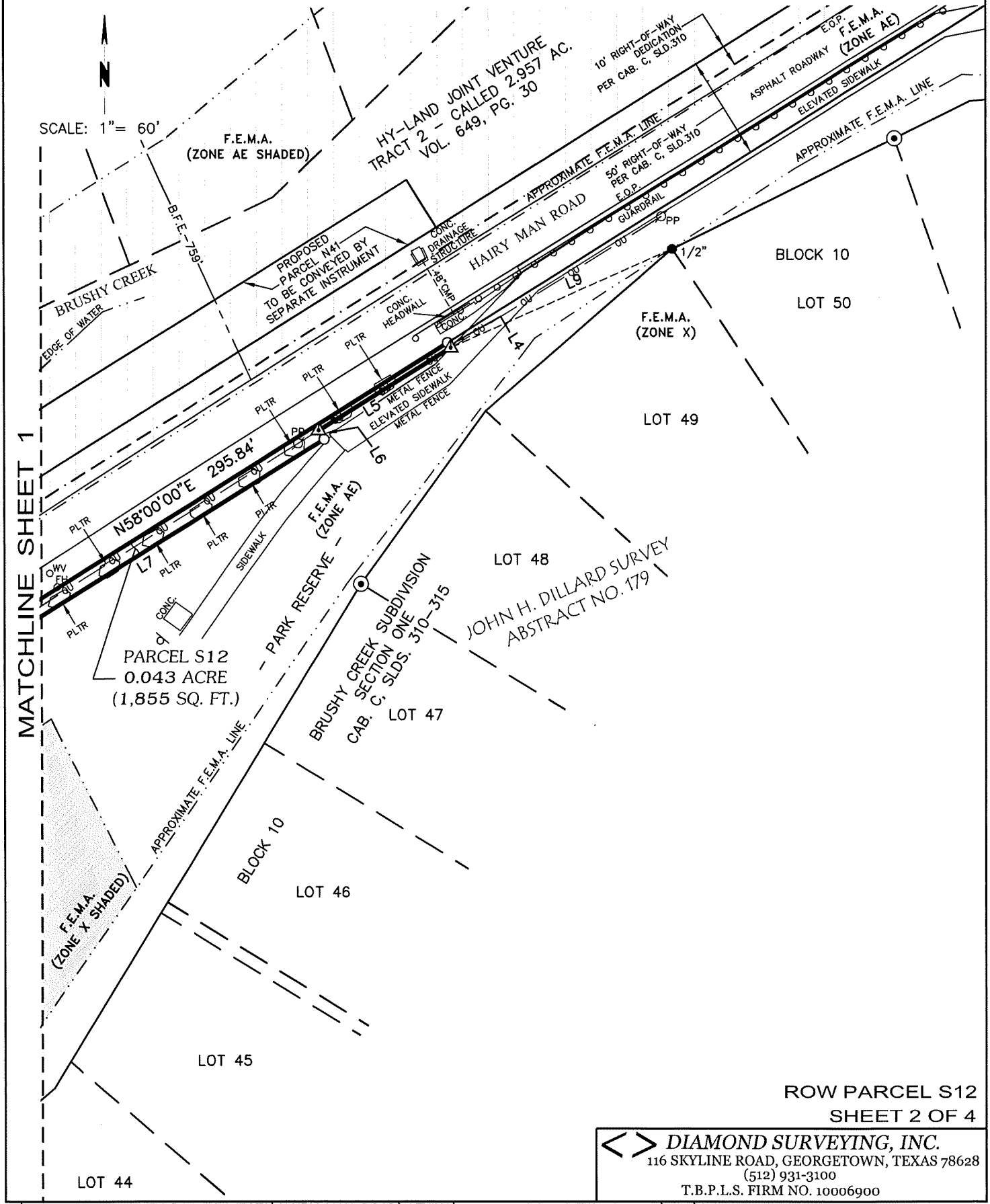


ROW PARCEL S12
SHEET 1 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\S12\PARCEL S12.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.043 ACRE (1,855 SQUARE FEET) TRACT OF LAND IN THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE PARK RESERVE AS SHOWN ON BRUSHY CREEK SUBDIVISION, SECTION ONE, A SUBDIVISION RECORDED IN CABINET C, SLIDES 310-315 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.



ROW PARCEL S12
SHEET 2 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\S12\PARCEL S12.dwg

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TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Title Resources Guaranty Company, Commitment for Title Insurance GF No. 1825239-KFD, which bears an effective date of June 18, 2018 and an issued date of June 27, 2018 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

Restrictive covenants of record:

Cabinet C, Slide 310, Plat Records, Williamson County, Texas. Subject tract is a part of the property described in said instrument. Volume 672, Page 529, Deed Records, Williamson County, Texas. Subject tract is a part of the property described in said instrument.

10a) Building setback lines as shown on the recorded plat and dedication and being 25' along the front property line. No building setback lines are shown on the plat in the vicinity of the subject tract.

10b) Building setback lines as set forth in instrument recorded in Volume 672, Page 529, Deed Records, Williamson County, Texas. Subject tract is a part of the setback restrictions listed in said instrument.

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10d) Temporary Working Space Easement for Sanitary Sewer to Brushy Creek Water Control and Improvement District, recorded in Volume 1619, Page 308, Official Records, Williamson County, Texas. Said easement being further affected by conveyance/assignment in Document Nos. 9650486 and 9734854, Official Records of Williamson County, Texas and Document No. 20000072219, Official Public Records, Williamson County, Texas. May be a part of subject tract, unable to determine exact location of said easement due to a vague description.

10e) Temporary Working Space Easement for Sanitary Sewer to Brushy Creek Water Control and Improvement District, recorded in Volume 1619, Page 313, Official Records, Williamson County, Texas. Said easement being further affected by conveyance/assignment in Document Nos. 9650486 and 9734854, Official Records of Williamson County, Texas and Document No. 20000072219, Official Public Records, Williamson County, Texas. May be a part of subject tract, unable to determine exact location of said easement due to a vague description.

10f) Notice regarding Edwards Aquifer Protection Plan, recorded in Document No. 2004005144, of the Official Public Records, Williamson County, Texas. Not a survey matter.

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116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
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DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.043 ACRE (1,855 SQUARE FEET) TRACT OF LAND IN THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE PARK RESERVE AS SHOWN ON BRUSHY CREEK SUBDIVISION, SECTION ONE, A SUBDIVISION RECORDED IN CABINET C, SLIDES 310-315 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM.
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00011.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE AE, BASE FLOOD ELEVATION DETERMINED, ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0490E, DATED SEPTEMBER 26, 2008.

THE F.E.M.A. FLOOD LINES SHOWN HEREON ARE APPROXIMATE BY GRAPHIC PLOTTING ONLY AND WERE SCALED FROM THE ABOVE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS.

LEGEND

●	IRON ROD FOUND
⦿	IRON PIPE FOUND
⊛	COTTON GIN SPINDLE SET
⚠	PK NAIL SET
○	½" IRON ROD W/CAP SET MARKED "DIAMOND SURVEYING"
△	CALCULATED POINT
⊤	SIGN
$\circ^{PP}$	POWER POLE
⟵	GUY ANCHOR
$\circ^{WP}$	WOOD POST
(WW)	WASTEWATER MANHOLE
$\circ^{WV}$	WATER VALVE
$\circ^{FH}$	FIRE HYDRANT
—— OU ——	OVERHEAD UTILITIES
— · · — · · —	APPROXIMATE F.E.M.A. LINE
— – – —	APPROXIMATE B.F.E. LINE
CONC.	CONCRETE
PLTR	PLANTER
E.O.P.	EDGE OF PAVEMENT
CMP	CORRUGATED METAL PIPE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
F.E.M.A.	FEDERAL EMERGENCY MANAGEMENT AGENCY
B.F.E.	F.E.M.A. BASE FLOOD ELEVATION

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N64°43'03"E	72.52'
L2	N60°28'08"E	49.87'
L3	N60°28'08"E	2.54'
L4	S31°50'16"E	2.91'
L5	S58°09'44"W	75.56'
L6	S31°50'16"E	5.00'
L7	S58°09'44"W	222.28'
L8	N36°07'48"W	7.20'
L9	N66°05'46"E	117.50'

To: Williamson County, Texas and Title Resources Guaranty Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on August 1, 2018. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

AUGUST 6, 2018
SHANE SHAFER, R.P.L.S. NO. 5281 — DATE

ROW PARCEL S12
SHEET 4 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\S12\PARCEL S12.dwg

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

(Creek Area)

Effective Date: _____, 2019

Grantor: **Brushy Creek Municipal Utility District**, a conservation and reclamation district of the State of Texas

Grantor's Mailing Address (including county):

16318 Great Oaks Drive
Round Rock, Texas 78681

Grantee: **Williamson County**, a political subdivision of the State of Texas

Grantee's Mailing Address (including county):

c/o Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664

Easement Area:

The area depicted on **Exhibit "A"** attached hereto ("*Easement Area*")

Easement Purpose:

A temporary easement for the construction of road and bridge improvements within the rights of way of Great Oaks Drive and Hairy Man Road, and improvements in aid thereof (the "*Project*"), including but not limited to vehicular access, equipment staging, and temporary spoil storage ("*Easement*").

Consideration:

Ten and no/100 Dollars ($10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged.

Reservations from and Exceptions to Conveyance and Warranty:

All restrictions, covenants, conditions, easements and other matters affecting the Easement

Area to the extent the same remain in force and effect and are recorded in the Official Public Records of Williamson County, Texas

Grant and Conveyance:

Grantor, for the consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Easement over, under, upon and across the Easement Area for the Easement Purpose, together with all and singular the rights and appurtenances thereto, to have and hold it unto Grantee, for the Easement Duration (as defined below). Grantor and Grantee and their successor and assigns are sometimes referred herein as the "*Parties*."

The following terms and conditions shall apply to the Easement:

1. Duration of Easement. The Easement shall commence on the date hereof and shall terminate on the earlier to occur of the following (the "*Easement Termination Date*"): (i) December 31, 2022; or (ii) date upon that the Project has been constructed by Grantee, approved and accepted for maintenance, at which time neither party shall have any further obligations or liability regarding the Easement or under this Agreement with the exception of any obligations hereunder which expressly survive termination.

2. Exclusiveness of Easement. The Easement is nonexclusive, and Grantor reserves for Grantor and Grantor's successors and assigns the right to convey the same or other rights and/or easements to others, so long as such further conveyance is subject to this grant.

3. Restrictions: No roads, utilities or other improvements of any kind shall be constructed or installed within the Easement Area. All improvements relating to the Project shall be constructed only within the rights of way of Great Oaks Drive and Hairy Man Road, except as otherwise specifically authorized by Grantor in writing.

4. Construction Obligations. Grantee shall comply with the following obligations, :

    a. Prior to construction, Grantee shall submit to Grantor plans and specifications for the Project to Grantor for Grantor's approval, which approval shall not be unreasonably withheld if the plans and specifications are consistent with the terms of this Agreement;

    b. Complete construction and installation of the Project in the Easement Area as depicted on the plans and specifications approved by Grantor;

    c. Grantee shall, upon the completion of construction, remove and dispose all debris, trash, surplus excavation, and litter within the Easement Area resulting from the exercise of Grantee's easement rights hereunder. Grantee shall restore the surface of said property, after completion of construction of the road improvements, as nearly as possible, to the condition in which said property was found immediately before the work was undertaken; provided, however, that Grantee shall plant and establish grass vegetation (of a type approved by Grantee) in connection with restoration of the Easement Area.

    d. If the construction of the Project results in the removal of an interior or perimeter fence on any real property, then Grantee will reconstruct all such fencing. Grantee's obligations hereunder shall survive the Easement Termination Date;

e. During construction and until final completion of the Project, Grantee shall comply with all laws and governmental permitting obligations and maintain the Easement Area in a safe, sightly, good and functional condition;

f. Prior to commencement of any construction activities within the Easement Area, Grantee agrees to comply with the following requirements for purposes of protecting trees within the Easement Area: (i) prior to commencement of construction activities, Grantee shall identify and submit to Grantor for its written approval all trees to be protected in connection with subsequent construction activities (the "*Protected Trees*"); (ii) Grantee shall mark all Protected Trees prior to initiation of any construction activities in the Easement Area; (iii) Grantee shall provide written notice to Grantor after all tree protection is in place, and secure Grantor's concurrence that such measures are in place, prior to commencement of construction activities by Grantee's contractors within the Property; (iv) Grantee shall obligate its contractors to install temporary fencing encompassing the critical root zone of each Protected Tree in the Easement Area; and (v) in the event Grantee fails to provide the required prior notice and secure Grantor's concurrence that tree protection is in place in accordance with these provisions and subsequent construction activities by Grantee's contractors result in the removal or loss of any Protected Tree, Grantee shall provide payment to Grantor based on the diameter of such Protected Tree(s) in an amount equal to the Tree Replacement Fee (per inch) set forth in Section 8-20 of the City of Round Rock Land Development Code. Payment shall be made in full within 30 days of the removal or loss of each Protected Tree. UNDER NO CIRCUMSTANCES MAY GRANTEE OR ITS CONTRACTORS REMOVE ANY TREE LOCATED OUTSIDE THE EASEMENT AREA ON ANY REAL PROPERTY RETAINED BY GRANTOR EXCEPT AS OTHERWISE AUTHORIZED BY GRANTOR.

g. Grantee shall take no actions that interfere with or impair proper stormwater drainage on Grantor's lands at all times; and

h. During construction and until final completion of the Erosion Control Improvements, Grantee shall cause its contractor to secure and continuously maintain of the types and amounts set forth in **Exhibit "B"** attached hereto. Grantor shall be named as an additional insured on all such insurance coverages. Prior to commencement of construction activities, Grantee shall furnish Grantor with satisfactory proof that the contractor has secured adequate insurance coverage naming Grantor as an additional insured.

5. Grantee's Construction Obligation. The Project to be undertaken by Grantee shall be performed at Grantee's sole cost and expense, and Grantor shall not be responsible for payment of any costs or expenses related to the Project except as otherwise agreed upon by Grantor and Grantee.

6. Rights Reserved. Grantor reserves for Grantor and Grantor's successors and assigns the right to continue to use and enjoy the surface of the Easement Area for all purposes which do not materially interfere with or interrupt the use or enjoyment of the Easement (except that no new building of any kind will be placed on the Easement Area during the Easement Term).

7. Attorney's Fees. Any party to this Agreement who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Agreement or the subject matter hereof, shall be additionally entitled to recover court costs and reasonable attorney fees, and all other litigation expenses, including deposition costs, travel and expert witnesses fees from the non-prevailing party.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement may not be assigned by either party without the prior written consent of the other party.

9. Choice of Law. This Agreement shall be subject to and governed by the laws of the State of Texas, excluding any conflicts-of-law rule or principle that might refer the construction or interpretation of this Agreement to the laws of another state. Each party hereby submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in Williamson County, Texas.

10. **Indemnity. To the maximum extent authorized by Texas law, Each party (the "*Indemnifying Party*") hereby agrees to protect, indemnify and hold harmless the other party from and against any and all losses, costs (including, without limitation, the costs of litigation and attorneys' fees), claims, causes of action, damages and liabilities that are attributable to the breach by the Indemnifying Party of any of the provisions of this Agreement. Further, Indemnifying Party shall hold the other party harmless and indemnify the other party from and against any and all claims, damages, liability and related expenses arising out of personal injury or death or damage to the other party's property caused by the Indemnifying Party or the Indemnifying Party's employees, contractors or subcontractors. The provisions of this Section 11 shall survive termination.**

11. Counterparts. This Agreement may be executed and delivered in counterparts.

12. Further Assurances. In connection with this Agreement as well as all transactions contemplated by this Agreement, each signatory party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions.

13. Integration. This Agreement contains the complete agreement between the Parties and cannot be varied except by the written agreement of the Parties. The Parties agree that this Agreement shall not modify or replace other agreements entered into by the Parties relating to the Project.

14. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, to the extent such invalidity or unenforceability does not destroy the basis of the bargain among the Parties, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Whenever required by the context as used in this Agreement, the singular number shall include the plural and neuter shall include the masculine or feminine gender, and vice versa. Article and Section headings appearing in this Agreement are for convenient reference only and are not intended, to any extent or for any purpose, to restrict or define the text of any Article or Section.

15. Notices. Any notice or communication required or permitted hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail and addressed to the intended recipient at the address shown herein, and if such address is not known, then at the last known address according to the records of the party delivering the notice. Notice given in any other manner shall be effective if and when received by the addressee. Any address for notice may be changed by written notice delivered as provided herein.

16. Remedies. Each party shall have and be entitled to enforce all rights and remedies at law or in equity including the following:

a. If either party defaults in the performance of its obligations hereunder and the default is not cured within thirty (30) days following delivery of written notice, then the non-defaulting party shall have the right to perform such obligation on behalf of the defaulting party, in which event the defaulting party shall immediately pay to the non-defaulting party all reasonable amounts expended, together with interest thereon at the maximum amount permitted by law from the date the amounts are expended until the date repaid.

b. In the event of a breach by any party hereto of any obligation of such party under this Agreement, the non-defaulting party shall be entitled to injunctive relief mandating compliance herewith, and shall be entitled to obtain a decree hereunder. The undersigned hereby acknowledge and stipulate the inadequacy of legal remedies and irreparable harm which would be caused by the breach of this Agreement, and such non-defaulting party shall be entitled to relief by any and all other available legal and equitable remedies from the consequences of such breach. Any costs and expenses of any such proceeding, including reasonable attorney's fees, shall be paid by the defaulting party.

17. Waiver. No delay or omission of any party hereto in the exercise of any rights created hereunder shall impair such right, or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of and event of default hereunder. A waiver by any party hereto of a breach of, or default in, any of the terms and conditions of this Agreement by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, no remedy provided in this Agreement shall be exclusive, but shall be cumulative with all other remedies provided for in this Agreement, and all other remedies at law or inequity which are available to the Parties hereto.

18. No Liens. Grantee shall not permit and will discharge within ten (10) days following written notice thereof any lien of mechanics, laborers, and artisans or materialmen for work or materials alleged to be done or furnished in connection with the Easement Area. Provided however, that Grantee may contest such lien and Grantee shall bond around such lien in accordance with Texas Property Code § 53.171, *et. seq.*

19. Relationship of Parties. Nothing contained herein shall be construed to make the Parties hereto partners or joint venturers, or render any of such Parties liable for the debts or obligations of the other party hereto.

20. Time of Essence. Time is of the essence with respect to the performance of all obligations set out herein and the consummation of all transactions contemplated hereby.

21. Disclaimers. Grantor has executed and delivered this Agreement, and Grantee has received and accepted this Agreement and the Easement Area, AS IS, WHERE IS, AND WITH ALL FAULTS, and without any representations or warranties whatsoever, express or implied, written or oral, except solely (i) the special warranty of title, or (ii) other representations and obligations of Grantor expressly set forth herein; it being the intention of Grantor and Grantee to expressly revoke, release, negate and exclude all representations and warranties, including, but not limited to, any and all

express or implied representations and warranties as to (a) the condition of the Easement Area or any aspect thereof, including, without limitation, any and all express or implied representations and warranties related to merchantability, or fitness for a particular use or purpose; (b) the soil conditions, drainage, topographical features, or other conditions of the Easement Area or which affect the Easement Area; (c) any features or conditions at or which affect the Easement Area with respect to any particular purpose, use, development potential, or otherwise; (d) all express or implied representations or warranties created by any affirmation of fact or promise or by any description of the Easement Area; (e) any environmental, geological, or other condition or hazard or the absence thereof heretofore, now, or hereafter affecting in any manner any of the Easement Area; and (f) all other express or implied warranties and representations by Grantor whatsoever. If Grantee discovers an environmental, geological, or other condition or hazard affecting in any material manner the construction of the improvements in the Easement Area then Grantor will reconfigure the Easement Area to avoid such problem as reasonably necessary.

GRANTOR:

BRUSHY CREEK MUNICIPAL UTILITY DISTRICT, a Texas conservation and reclamation district

By: Donna Parker

Name: **Donna Parker**

Title: **Vice-President, Board of Directors**

STATE OF TEXAS §
§
COUNTY OF **WILLIAMSON** §

This instrument was acknowledged before me on the **14th** day of **November**, 2019, by **Donna Parker, Vice President, Board of Directors** of Brushy Creek Municipal Utility District, a conservation and reclamation district of the State of Texas, on behalf of said district.

Margie Anthes
Notary Public, State of Texas

(SEAL)

MARGIE ANTHES
Notary ID #388967
My Commission Expires
January 12, 2023

GRANTEE:

WILLIAMSON COUNTY

By:_____

Name:_____

Title:_____

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

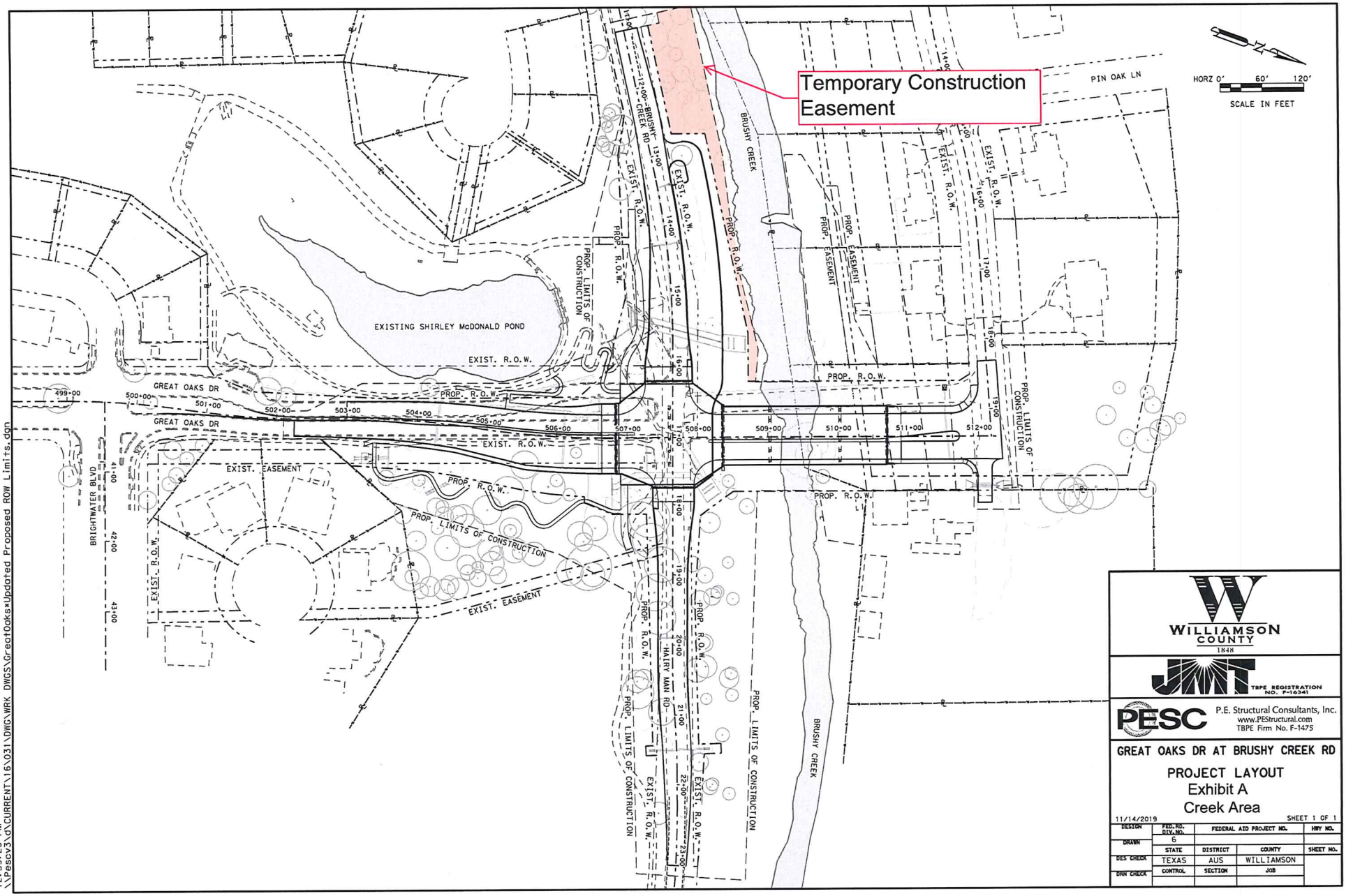
This instrument was acknowledged before me on this ____ day of _____, 2019, _____, as _____ of Williamson County, Texas, on behalf of said county.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

[SEAL]

Exhibit "A"

Description of Easement Area



WILLIAMSON COUNTY
1836

TBPE REGISTRATION NO. F-16341

PESC P.E. Structural Consultants, Inc.
www.PEStructural.com
TBPE Firm No. F-1475

GREAT OAKS DR AT BRUSHY CREEK RD

PROJECT LAYOUT
Exhibit A
Creek Area

11/14/2019 SHEET 1 OF 1

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HWY NO.
DRAWN	6			
	STATE	DISTRICT	COUNTY	SHEET NO.
DES CHECK	TEXAS	AUS	WILLIAMSON	
DRN CHECK	CONTROL	SECTION	JOB	

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Exhibit "B"

Required Insurance

The Contractor and each subcontractor, at their own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas. Certificates of each policy shall be delivered to the Grantor before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, non-renewed or materially changed without 30 days advance written notice being given to the Grantor. Prior to the effective date of cancellation, Contractor must deliver to the Grantor a replacement certificate of insurance or proof of reinstatement.

Coverage shall be of the following types and not less than the specified amounts:

(a) workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the Grantor; employer's liability insurance of not less than $500,000 for each accident, $500,000 disease--each employee, $500,000 disease-policy limit.

(b) commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of the Contract Documents, fully insuring Contractor's (or subcontractor's) liability for injury to or death of Grantor's employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, with minimum limits as set forth below:

General Aggregate $1,000,000
Operations Aggregate $1,000,000
Personal and Advertising Injury $600,000
Each Occurrence $600,000
Fire Damage (any one fire) $50,000
Medical Expense (any one person) $5,000

The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after Final Completion and acceptance of the Work, with evidence of same filed with Grantor.

(c) comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of $600,000 per occurrence; or separate limits of $250,000 for bodily injury (per person), $500,000 bodily injury (per accident) and $100,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

"Umbrella" Liability Insurance: The Contractor shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring Contractor for an amount of not less than $1,000,000 per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required herein above.

The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. Grantor shall be named as additional insured.

Policy Endorsements and Special Conditions

(a) Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:

(1) name the Grantor as an additional insured as to all applicable coverage;

(2) each policy shall require that 30 days prior to the cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to Grantor by certified mail; and

(3) the policy phrase "other insurance" shall not apply to the Grantor where the Grantor is an additional insured on the policy.

(b) Insurance furnished by the Contractor shall also be in accordance with the following requirements:

(1) any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by Contractor;

(2) all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and

(3) all liability policies required herein shall be written with an "occurrence" basis coverage trigger.

(c) Contractor's insurance must all meet the following additional requirements:

(1) Contractor must waive subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the Grantor, it being the intention that the insurance policies shall be primary coverage for all losses covered by the policies; and

(2) companies issuing the insurance policies and Contractor shall have no recourse against the Grantor for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contra

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

(Non-Creek Areas of Construction)

Effective Date: _____, 2019

Grantor: **Brushy Creek Municipal Utility District**, a conservation and reclamation district of the State of Texas

Grantor's Mailing Address (including county):

16318 Great Oaks Drive
Round Rock, Texas 78681

Grantee: **Williamson County**, a political subdivision of the State of Texas

Grantee's Mailing Address (including county):

c/o Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664

Easement Area:

The area depicted on **Exhibit "A"** attached hereto ("*Easement Area*")

Easement Purpose:

A temporary easement for the construction of road and bridge improvements within the rights of way of Great Oaks Drive and Hairy Man Road, and improvements in aid thereof (the "*Project*"), including but not limited to vehicular access, equipment staging, and temporary spoil storage ("*Easement*").

Consideration:

Ten and no/100 Dollars ($10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged.

Reservations from and Exceptions to Conveyance and Warranty:

All restrictions, covenants, conditions, easements and other matters affecting the Easement Area to the extent the same remain in force and effect and are recorded in the Official Public Records of Williamson County, Texas

Grant and Conveyance:

Grantor, for the consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Easement over, under, upon and across the Easement Area for the Easement Purpose, together with all and singular the rights and appurtenances thereto, to have and hold it unto Grantee, for the Easement Duration (as defined below). Grantor and Grantee and their successor and assigns are sometimes referred herein as the "*Parties*."

The following terms and conditions shall apply to the Easement:

1. Duration of Easement. The Easement shall commence on the date hereof and shall terminate on the earlier to occur of the following (the "*Easement Termination Date*"): (i) December 31, 2022; or (ii) date upon that the Project has been constructed by Grantee, approved and accepted for maintenance, at which time neither party shall have any further obligations or liability regarding the Easement or under this Agreement with the exception of any obligations hereunder which expressly survive termination.

2. Exclusiveness of Easement. The Easement is nonexclusive, and Grantor reserves for Grantor and Grantor's successors and assigns the right to convey the same or other rights and/or easements to others, so long as such further conveyance is subject to this grant.

3. Restrictions: No roads, utilities or other improvements of any kind shall be constructed or installed within the Easement Area. All improvements relating to the Project shall be constructed only within the rights of way of Great Oaks Drive and Hairy Man Road, except as otherwise specifically authorized by Grantor in writing.

4. Construction Obligations. Grantee shall comply with the following obligations, :

    a. Prior to construction, Grantee shall submit to Grantor plans and specifications for the Project to Grantor for Grantor's approval, which approval shall not be unreasonably withheld if the plans and specifications are consistent with the terms of this Agreement;

    b. Complete construction and installation of the Project in the Easement Area as depicted on the plans and specifications approved by Grantor;

    c. Grantee shall, upon the completion of construction, remove and dispose all debris, trash, surplus excavation, and litter within the Easement Area resulting from the exercise of Grantee's easement rights hereunder. Grantee shall restore the surface of said property, after completion of construction of the road improvements, as nearly as possible, to the condition in which said property was found immediately before the work was undertaken.

    d. If the construction of the Project results in the removal of an interior or perimeter fence on any real property, then Grantee will reconstruct all such fencing. Grantee's obligations hereunder shall survive the Easement Termination Date;

    e. During construction and until final completion of the Project, Grantee shall comply with all laws and governmental permitting obligations and maintain the Easement Area in a safe, sightly, good and functional condition;

    f. Prior to commencement of any construction activities within the Easement Area, Grantee agrees to comply with the following requirements for purposes of protecting trees within

the Easement Area: (i) prior to commencement of construction activities, Grantee shall identify and submit to Grantor for its written approval all trees to be protected in connection with subsequent construction activities (the "*Protected Trees*"); (ii) Grantee shall mark all Protected Trees prior to initiation of any construction activities in the Easement Area; (iii) Grantee shall provide written notice to Grantor after all tree protection is in place, and secure Grantor's concurrence that such measures are in place, prior to commencement of construction activities by Grantee's contractors within the Property; (iv) Grantee shall obligate its contractors to comply with all tree protection standards set forth in the City of Round Rock Tree Technical Manual: Standards and Specifications (January 13, 2005), as amended from time to time, in connection with all construction activities undertaken on the Property in order to preserve and protect the Protected Trees to the maximum extent practicable; (iv) Grantee shall obligate its contractors to comply with all tree protection measures set forth in Section 8-22 of the City of Round Rock Land Development Code in connection with all construction activities undertaken on the Property in order to preserve and protect the Protected Trees to the maximum extent practicable; and (v) in the event Grantee fails to provide the required prior notice and secure Grantor's concurrence that tree protection is in place in accordance with these provisions and subsequent construction activities by Grantee's contractors result in the removal or loss of any Protected Tree, Grantee shall provide payment to Grantor based on the diameter of such Protected Tree(s) in an amount equal to the Tree Replacement Fee (per inch) set forth in Section 8-20 of the City of Round Rock Land Development Code. Payment shall be made in full within 30 days of the removal or loss of each Protected Tree. UNDER NO CIRCUMSTANCES MAY GRANTEE OR ITS CONTRACTORS REMOVE ANY TREE LOCATED OUTSIDE THE EASEMENT AREA ON ANY REAL PROPERTY RETAINED BY GRANTOR EXCEPT AS OTHERWISE AUTHORIZED BY GRANTOR.

g. Grantee shall take no actions that interfere with or impair proper stormwater drainage on Grantor's lands at all times; and

h. During construction and until final completion of the Erosion Control Improvements, Grantee shall cause its contractor to secure and continuously maintain of the types and amounts set forth in **Exhibit "B"** attached hereto. Grantor shall be named as an additional insured on all such insurance coverages. Prior to commencement of construction activities, Grantee shall furnish Grantor with satisfactory proof that the contractor has secured adequate insurance coverage naming Grantor as an additional insured.

i. To the extent any of the Easement Area overlaps any driveways providing ingress and egress to and from lands owned by Grantor, Grantee shall ensure that pedestrian and vehicular access is maintained at all times, and shall take no actions that interfere with or impair with access by Grantor, its agents, employees and contractors.

5. Grantee's Construction Obligation. The Project to be undertaken by Grantee shall be performed at Grantee's sole cost and expense, and Grantor shall not be responsible for payment of any costs or expenses related to the Project except as otherwise agreed by Grantor.

6. Rights Reserved. Grantor reserves for Grantor and Grantor's successors and assigns the right to continue to use and enjoy the surface of the Easement Area for all purposes which do not materially interfere with or interrupt the use or enjoyment of the Easement (except that no new building of any kind will be placed on the Easement Area during the Easement Term).

7. Attorney's Fees. Any party to this Agreement who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Agreement or the subject matter hereof, shall be additionally entitled to recover court costs and reasonable attorney fees, and all other litigation expenses, including deposition costs, travel and expert witnesses fees from the non-prevailing party.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement may not be assigned by either party without the prior written consent of the other party.

9. Choice of Law. This Agreement shall be subject to and governed by the laws of the State of Texas, excluding any conflicts-of-law rule or principle that might refer the construction or interpretation of this Agreement to the laws of another state. Each party hereby submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in Williamson County, Texas.

10. **Indemnity. To the maximum extent authorized by Texas law, Each party (the "*Indemnifying Party*") hereby agrees to protect, indemnify and hold harmless the other party from and against any and all losses, costs (including, without limitation, the costs of litigation and attorneys' fees), claims, causes of action, damages and liabilities that are attributable to the breach by the Indemnifying Party of any of the provisions of this Agreement. Further, Indemnifying Party shall hold the other party harmless and indemnify the other party from and against any and all claims, damages, liability and related expenses arising out of personal injury or death or damage to the other party's property caused by the Indemnifying Party or the Indemnifying Party's employees, contractors or subcontractors. The provisions of this Section 11 shall survive termination.**

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b. In the event of a breach by any party hereto of any obligation of such party under this Agreement, the non-defaulting party shall be entitled to injunctive relief mandating compliance herewith, and shall be entitled to obtain a decree hereunder. The undersigned hereby acknowledge and stipulate the inadequacy of legal remedies and irreparable harm which would be caused by the breach of this Agreement, and such non-defaulting party shall be entitled to relief by any and all other available legal and equitable remedies from the consequences of such breach. Any costs and expenses of any such proceeding, including reasonable attorney's fees, shall be paid by the defaulting party.

17. Waiver. No delay or omission of any party hereto in the exercise of any rights created hereunder shall impair such right, or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of and event of default hereunder. A waiver by any party hereto of a breach of, or default in, any of the terms and conditions of this Agreement by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, no remedy provided in this Agreement shall be exclusive, but shall be cumulative with all other remedies provided for in this Agreement, and all other remedies at law or inequity which are available to the Parties hereto.

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21. Disclaimers. Grantor has executed and delivered this Agreement, and Grantee has received and accepted this Agreement and the Easement Area, AS IS, WHERE IS, AND WITH ALL FAULTS,

and without any representations or warranties whatsoever, express or implied, written or oral, except solely (i) the special warranty of title, or (ii) other representations and obligations of Grantor expressly set forth herein; it being the intention of Grantor and Grantee to expressly revoke, release, negate and exclude all representations and warranties, including, but not limited to, any and all express or implied representations and warranties as to (a) the condition of the Easement Area or any aspect thereof, including, without limitation, any and all express or implied representations and warranties related to merchantability, or fitness for a particular use or purpose; (b) the soil conditions, drainage, topographical features, or other conditions of the Easement Area or which affect the Easement Area; (c) any features or conditions at or which affect the Easement Area with respect to any particular purpose, use, development potential, or otherwise; (d) all express or implied representations or warranties created by any affirmation of fact or promise or by any description of the Easement Area; (e) any environmental, geological, or other condition or hazard or the absence thereof heretofore, now, or hereafter affecting in any manner any of the Easement Area; and (f) all other express or implied warranties and representations by Grantor whatsoever. If Grantee discovers an environmental, geological, or other condition or hazard affecting in any material manner the construction of the improvements in the Easement Area then Grantor will reconfigure the Easement Area to avoid such problem as reasonably necessary.

GRANTOR:

BRUSHY CREEK MUNICIPAL UTILITY DISTRICT, a Texas conservation and reclamation district

By: Donna Parker

Name: **Donna Parker**

Title: **Vice-President, Board of Directors**

STATE OF TEXAS §
§
COUNTY OF **WILLIAMSON** §

This instrument was acknowledged before me on the **14th** day of **November**, 2019, by **Donna Parker, Vice-President, Board of Directors** of Brushy Creek Municipal Utility District, a conservation and reclamation district of the State of Texas, on behalf of said district.

Margie Anthes
Notary Public, State of Texas

(SEAL)

MARGIE ANTHES
Notary ID #388967
My Commission Expires
January 12, 2023

GRANTEE:

WILLIAMSON COUNTY

By:_____

Name:_____

Title:_____

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

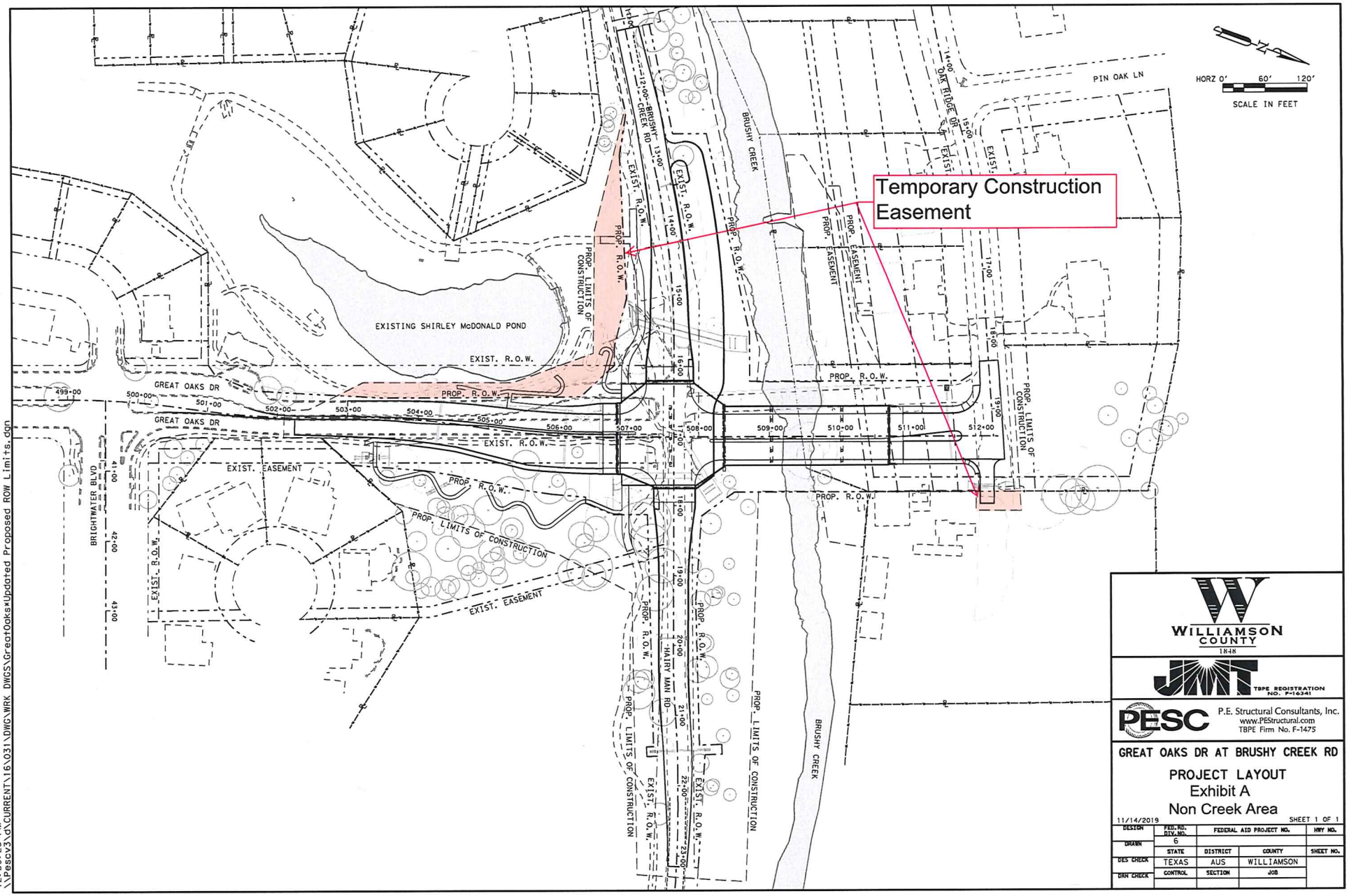
This instrument was acknowledged before me on this ____ day of _____, 2019, _____, as _____ of Williamson County, Texas, on behalf of said county.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

[SEAL]

Exhibit "A"

Description of Easement Area



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WILLIAMSON COUNTY TEXAS

TBPE REGISTRATION NO. F-16341

PESC P.E. Structural Consultants, Inc.
www.PEStructural.com
TBPE Firm No. F-1475

GREAT OAKS DR AT BRUSHY CREEK RD

PROJECT LAYOUT
Exhibit A
Non Creek Area

11/14/2019 SHEET 1 OF 1

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HWY NO.
DRAWN	6			
	STATE	DISTRICT	COUNTY	SHEET NO.
DES CHECK	TEXAS	AUS	WILLIAMSON	
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Operations Aggregate $1,000,000
Personal and Advertising Injury $600,000
Each Occurrence $600,000
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Medical Expense (any one person) $5,000

The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after Final Completion and acceptance of the Work, with evidence of same filed with Grantor.

(c) comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of $600,000 per occurrence; or separate limits of $250,000 for bodily injury (per person), $500,000 bodily injury (per accident) and $100,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

"Umbrella" Liability Insurance: The Contractor shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring Contractor for an amount of not less than $1,000,000 per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required herein above.

The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. Grantor shall be named as additional insured.

Policy Endorsements and Special Conditions

(a) Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:

(1) name the Grantor as an additional insured as to all applicable coverage;

(2) each policy shall require that 30 days prior to the cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to Grantor by certified mail; and

(3) the policy phrase "other insurance" shall not apply to the Grantor where the Grantor is an additional insured on the policy.

(b) Insurance furnished by the Contractor shall also be in accordance with the following requirements:

(1) any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by Contractor;

(2) all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and

(3) all liability policies required herein shall be written with an "occurrence" basis coverage trigger.

(c) Contractor's insurance must all meet the following additional requirements:

(1) Contractor must waive subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the Grantor, it being the intention that the insurance policies shall be primary coverage for all losses covered by the policies; and

(2) companies issuing the insurance policies and Contractor shall have no recourse against the Grantor for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contra

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EROSION CONTROL FACILITY EASEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

DATE: _____, 2019

GRANTOR: **Brushy Creek Municipal Utility District**, a Texas conservation and reclamation district

GRANTOR'S MAILING ADDRESS: 16318 Great Oaks Drive
Round Rock, Texas 78681

GRANTEE: **Williamson County**, a political subdivision of the State of Texas

GRANTEE'S MAILING ADDRESS: Williamson County
c/o Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664

CONSIDERATION: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

GRANT: Grantor, for the Consideration paid by Grantor to Grantee, does hereby GRANT, SELL and CONVEY unto Grantee for the benefit of Grantee, a non-exclusive, perpetual easement and right-of-way (the "***Easement***") on, under, over and across the Easement Area (defined below) for the construction, reconstruction, replacement, alteration, removal, operation, use and maintenance of one or more rock rubble dissipation facilities (including "rip rap") and other erosion control improvements, facilities and appurtenances thereto (collectively, the "***Erosion Control Improvements***").

DESIGNATION OF EASEMENT AREA: The "**Easement Area**" shall include all of the following tract of land:

> Being that certain 0.134-acre tract, piece or parcel of land lying and being situated in the County of Williamson, State of Texas, being more particularly described by metes and

bounds, and by sketch, in **Exhibit "A"** attached hereto and made a part hereof for all purposes (herein sometimes referred to as the "***Easement Area***").

RESERVED RIGHTS: Grantor reserves the right to occupy, use, and improve the Easement Area for all purposes not inconsistent with, nor interfering with, the rights granted to Grantee herein or the proper operation of the Erosion Control Improvements. No such occupancy, use or improvements may damage or adversely impact the Erosion Control Improvements or Grantee's rights hereunder, including Grantee's rights to access, construct, operate or maintain the Erosion Control Improvements in the Easement Area.

Grantor expressly reserves all water, oil, gas, and other minerals owned by Grantor, in, on, and under the Easement Area, provided that Grantor shall not be permitted to drill or excavate for water, oil, gas and minerals on the surface of the Easement Area, but Grantor may extract water, oil, gas, or other minerals from and under the Easement Area by directional drilling or other means which do not interfere with or disturb Grantee's use of the Easement Area and that do not damage the Erosion Control Improvements or interfere with their operation.

OBLIGATIONS OF GRANTOR: No building of any kind, wall, fence, curb or barrier of any kind shall be constructed or maintained on the Easement Area by Grantor that prevents or impairs the use or exercise of the easement rights granted to Grantee hereby, that damages the Erosion Control Improvements or impairs their proper operation.

OTHER RIGHTS GRANTED TO GRANTEE: Grantee shall have such other right and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across the Easement Area and over the adjacent lands owned by Grantor, but only to the extent that ingress or egress is not available or adequate from a public right-of-way; (2) the reasonable right from time to time to remove any and all obstructions that may injure the Erosion Control Improvements or materially interfere with the exercise of Grantee's authorized rights; and (3) the reasonable right from time to time to alter the surface of the lands within the Easement Area to construct the Erosion Control Improvements or to improve, direct or detain the flow of water.

OBLIGATIONS OF GRANTEE: Grantee agrees that upon completion of any maintenance, operation, inspection, replacement, removal, repair or reconstruction of the Erosion Control Improvements by Grantee, all surplus excavation, debris, trash, or litter resulting from such activity shall promptly be cleaned up and disposed of off Grantor's property and the Easement Area. Grantee at all times after completing any work in connection with the construction, maintenance, repair, removal, operation, inspection, replacement or reconstruction of the Erosion Control Improvements will restore the surface of the Easement Area, as nearly as reasonably practicable, to the condition in which it was found immediately before such work was undertaken. Further, Grantee shall have no obligation to repair, replace or restore any improvements that interfere with the rights granted to Grantee herein or the proper operation or maintenance of the Erosion Control Improvements.

Grantee shall conduct all of its activities on the Easement Area in full compliance with all applicable federal, state, and local laws, regulations and ordinances.

Upon installation of the Erosion Control Improvements, Grantee shall be responsible for ownership, operation, maintenance and repair of all such improvements. Grantee shall continuously maintain the Erosion Control Improvements in a good, functioning and safe condition, in compliance

with all applicable laws, and in accordance with the requirements of any governmental entity with relevant jurisdiction. Grantee agrees that in the event it does not maintain the Erosion Control Improvements in accordance with its obligations hereunder, Grantor at its option may perform such maintenance, and Grantee agrees, to the maximum extent authorized by law, to indemnify Grantor for all costs and expenses incurred by Grantor to perform such maintenance obligations undertaken by Grantor.

During construction and until final completion of the Erosion Control Improvements, Grantee shall cause its contractor to secure and continuously maintain of the types and amounts set forth in **Exhibit "B"** attached hereto. Grantor shall be named as an additional insured on all such insurance coverages. Prior to commencement of construction activities, Grantee shall furnish Grantor with satisfactory proof that the contractor has secured adequate insurance coverage naming Grantor as an additional insured.

REPRESENTATIONS OF GRANTOR: Grantor represents, covenants and warrants that it has full power and authority to enter into this instrument and to convey this Easement to Grantee subject to all matters of record and all matters which are visible or apparent on the ground.

EXCLUSIVITY: Grantee's easement rights within the Easement Area shall be non-exclusive.

HABENDUM: To HAVE AND HOLD the Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns.

WARRANTY: Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof, by through or under Grantor, but not otherwise.

SUCCESSORS AND ASSIGNS: The rights granted hereby and the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the Easement Area, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

In witness whereof, this instrument is executed this 14th day of November, 2019.

GRANTOR:

BRUSHY CREEK MUNICIPAL UTILITY DISTRICT, a Texas conservation and reclamation district

By: Donna Parker

Name: Donna Parker

Title: Vice President

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 14th day of November, 2019, by Donna Parker, Vice President, Board of Directors of Brushy Creek Municipal Utility District, a conservation and reclamation district of the State of Texas, on behalf of said district.

Margie Anthes
Notary Public, State of Texas

Printed Name: Margie Anthes
My Commission expires: 1-12-23

(SEAL)

MARGIE ANTHES
Notary ID #388967
My Commission Expires
January 12, 2023

ACCEPTED BY:

GRANTEE:

WILLIAMSON COUNTY

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____, _____ of Williamson County, on behalf of said county.

_____
Notary Public, State of Texas

Printed Name: _____
My Commission expires:_____

(SEAL)

After recording return to:

Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664

Exhibit "A"

Description of Easement Area

METES AND BOUNDS DESCRIPTION

FOR A 0.134 ACRE (5,816 SQUARE FEET) TRACT OF LAND IN THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 2.957 ACRE TRACT OF LAND, CONVEYED TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT, RECORDED IN DOCUMENT NO. 2018064115 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.134 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a hilti nail found in concrete (Grid Coordinates: N=10162936.51, E=3114633.53) monumenting the southwest corner of the called 12.114 acre tract of land (Tract 3) conveyed to Fern Bluff Municipal Utility District, recorded in Document No. 2004079127 of the Official Public Records of Williamson County, Texas, same being on the north right-of-way line of Hairy Man Road, from which a 1/2" iron rod found monumenting the northwest corner of the called 15.375 acre tract of land (Tract 2) conveyed to Fern Bluff Municipal Utility District, recorded in said Document No. 2004079127, same being on the intersection of the south right-of-way of said Hairy Man Road and the east right-of-way line of Great Oaks Drive, bears S 20°13'38" E for a distance of 40.25 feet;

THENCE, N 18°57'25" W with the west boundary line of said 12.114 acre Fern Bluff Municipal Utility District tract and said north right-of-way line of Hairy Man Road for a distance of 9.75 feet to a PK nail set on the southeast corner of said 2.957 acre Brushy Creek Municipal Utility District tract, same being on the southeast corner of the Proposed Right-of-way Parcel N41 - Part 2,

THENCE, with the south boundary line of said 2.957 acre Brushy Creek Municipal Utility District tract, said north right-of-way of Hairy Man Road, and the south boundary line of said proposed Right-of-way Parcel N41 – Part 2 the following three (3) courses and distances:

1. S 70°23'50" W for a distance of 200.87 feet to a calculated point;

2. S 59°05'30" W for a distance of 128.40 feet to a calculated point, from which an iron pipe found monumenting the northwest corner of Lot 52, Block 10 and the northeast corner of Lot 51, Block 10, Brushy Creek Subdivision, Section One, a subdivision recorded in Cabinet C, Slides 310-315 of the Plat Records of Williamson County, Texas, bears S 04°26'51" E for a distance of 142.21 feet;

3. S 58°00'00" W for a distance of 268.21 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" for the southwest corner of said Proposed Right-of-way Parcel N41 – Part 2;

THENCE, departing said north right-of-way line of Hairy Man Road, N 32°00'00" W through the interior of said 2.957 acre Brushy Creek Municipal Utility District tract, with the westerly boundary line of said Proposed Right-of-way Parcel N41 – Part 2 for a distance of 10.12 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" on the most westerly northwest corner of said Proposed Right-of-way Parcel N41 – Part 2;

THENCE, N 58°00'00" E continuing through the interior of said 2.957 acre Brushy Creek Municipal Utility District tract with the northerly boundary line of said Proposed Right-of-way Parcel N41 – Part 2 for a distance of 110.49 feet to a calculated point (Grid Coordinates: N=10162737.40, E=3114191.90) for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, continuing through the interior of said 2.957 acre Brushy Creek Municipal Utility District tract, the following thirteen (13) courses and distances:

1. **N 61°07'42" W** for a distance of **39.19 feet** to a calculated point;
2. **N 35°07'14" W** for a distance of **21.70 feet** to a calculated point for the northwest corner hereof;
3. **N 58°17'57" E** for a distance of **52.67 feet** to a calculated point;
4. **N 56°33'17" E** for a distance of **69.71 feet** to a calculated point;
5. **N 61°36'02" E** for a distance of **83.34 feet** to a calculated point;
6. **N 60°53'30" E** for a distance of **64.44 feet** to a calculated point;
7. **N 55°54'17" E** for a distance of **35.07 feet** to a calculated point;
8. **N 57°48'57" E** for a distance of **60.68 feet** to a calculated point;
9. **N 64°31'08" E** for a distance of **29.09 feet** to a calculated point;
10. **N 28°44'42" E** for a distance of **6.54 feet** to a calculated point;
11. **N 54°06'12" E** for a distance of **13.61 feet** to a calculated point;
12. **S 35°10'23" E** for a distance of **12.28 feet** to a calculated point;
13. **N 56°43'00" E** for a distance of **23.80 feet** to a calculated point on a point in said northerly boundary line of said the Proposed Right-of-way Parcel N41 – Part 2, for the northeast corner hereof, from which a cotton gin spindle set on a point in the northerly boundary line of said 2.957 acre Brushy Creek Municipal Utility District tract, same being on an angle point in said northerly boundary line of Proposed Right-of-way Parcel N41 – Part 2, bears N 20°12'17" W for a distance of 55.43 feet ;

THENCE, continuing through the interior of said 2.957 acre Brushy Creek Municipal Utility District tract with said northerly boundary line of the Proposed Right-of-way Parcel N41 – Part 2, the following five (5) courses and distances:

1. **S 20°12'17" E** for a distance of **6.65 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for the southeast corner hereof;

2. **S 69°42'19" W** for a distance of **67.68 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying";

3. **S 58°01'45" W** for a distance of **292.90 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying";

4. **S 20°08'01" E** for a distance of **47.85 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying";

5. **S 58°00'00" W** for a distance of **47.66 feet** to the **POINT OF BEGINNING** hereof and containing 0.134 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor or 1.00011

A drawing has been prepared to accompany this metes and bounds description.

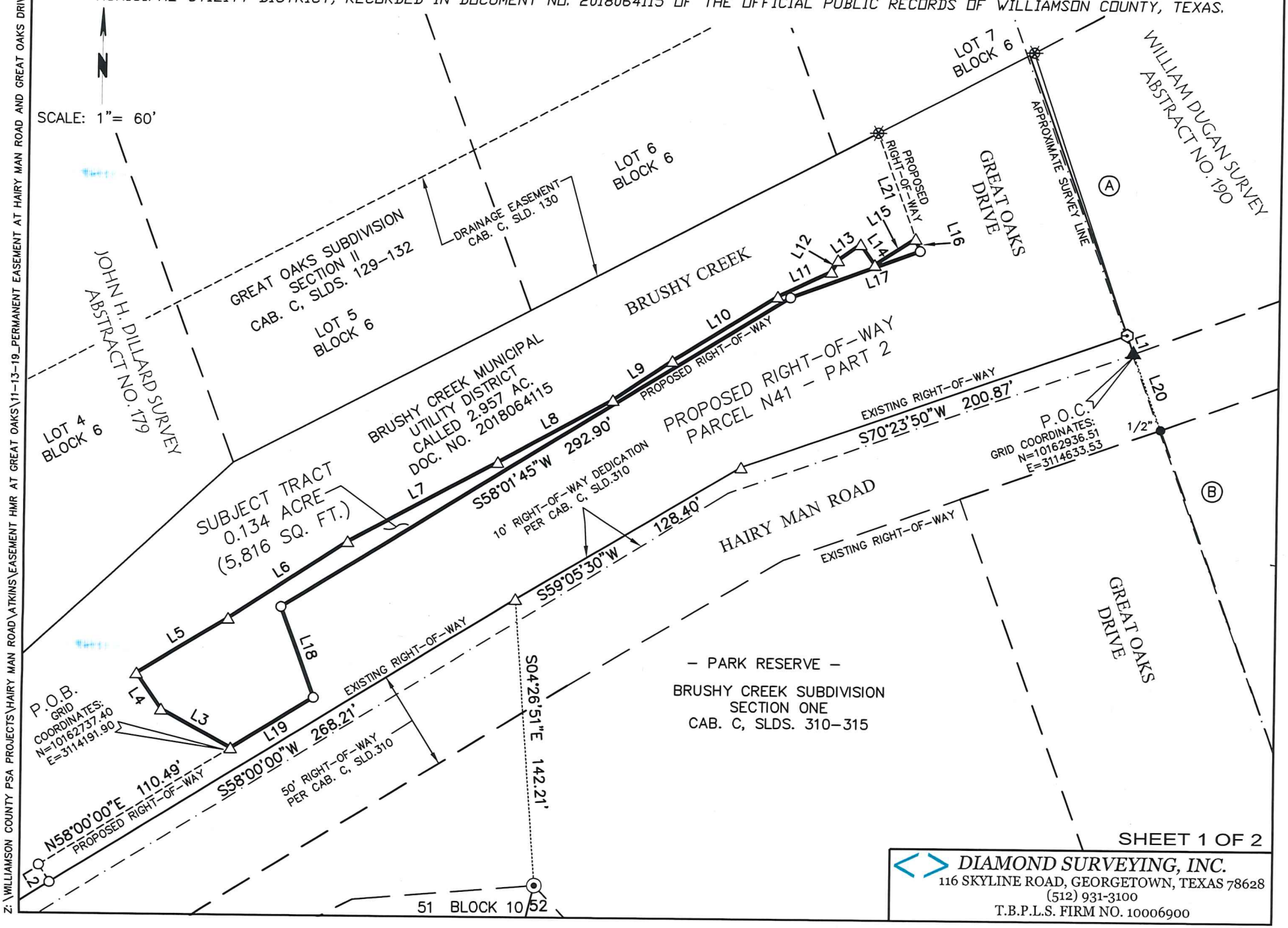
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

NOVEMBER 13, 2019

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\EASEMENT HMR AT GREAT OAKS\11-13-19 PERMANENT EASEMENT AT HAIRY MAN ROAD AND GREAT OAKS DRIVE.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.134 ACRE (5,816 SQUARE FEET) TRACT OF LAND IN THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 2.957 ACRE TRACT OF LAND, CONVEYED TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT, RECORDED IN DOCUMENT NO. 2018064115 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



SHEET 1 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\EASEMENT HMR AT GREAT OAKS\11-13-19_PERMANENT EASEMENT AT HAIRY MAN ROAD AND GREAT OAKS DRIVE.dwg

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DEED INFORMATION – SEE SHEET 1 OF 2
(A) FERN BLUFF MUNICIPAL UTILITY DISTRICT TRACT 3 – CALLED 12.114 AC. DOC. NO. 2004079127
(B) FERN BLUFF MUNICIPAL UTILITY DISTRICT TRACT 2 – CALLED 15.375 AC DOC. 2004079127

LEGEND

●	IRON ROD FOUND
▲	HILTI NAIL FOUND IN CONCRETE
⊙	IRON PIPE FOUND
○	½" IRON ROD W/CAP SET MARKED "DIAMOND SURVEYING"
✱	COTTON GIN SPINDLE SET
⊖	PK NAIL SET
△	CALCULATED POINT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00011.

3) ONLY THOSE EASEMENTS AND RESTRICTIONS LISTED IN SCHEDULE B OF TITLE RESOURCES GUARANTY COMPANY, COMMITMENT FOR TITLE INSURANCE GF NO. 1832028-KFD, WHICH BEARS AN EFFECTIVE DATE OF AUGUST 14, 2018 AND AN ISSUED DATE OF AUGUST 22, 2018 WERE REVIEWED BY THE SURVEYOR. NO OTHER EASEMENT RECORD RESEARCH WAS PERFORMED BY DIAMOND SURVEYING, INC. (NO SURVEY MATTERS LISTED).

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N18°57'25"W	9.75'
L2	N32°00'00"W	10.12'
L3	N61°07'42"W	39.19'
L4	N35°07'14"W	21.70'
L5	N58°17'57"E	52.67'
L6	N56°33'17"E	69.71'
L7	N61°36'02"E	83.34'
L8	N60°53'30"E	64.44'
L9	N55°54'17"E	35.07'
L10	N57°48'57"E	60.68'
L11	N64°31'08"E	29.09'
L12	N28°44'42"E	6.54'
L13	N54°06'12"E	13.61'
L14	S35°10'23"E	12.28'
L15	N56°43'00"E	23.80'
L16	S20°12'17"E	6.65'
L17	S69°42'19"W	67.68'
L18	S20°08'01"E	47.85'
L19	S58°00'00"W	47.66'
L20	S20°13'38"E	40.25'
L21	N20°12'17"W	55.43'

To: Williamson County, Texas, exclusively.

SHANE SHAFER, R.P.L.S. NO. 5281 — NOVEMBER 13, 2019 — DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\EASEMENT HMR AT GREAT OAKS\11-13-19_PERMANENT EASEMENT AT HAIRY MAN ROAD AND GREAT OAKS DRIVE.dwg

Exhibit "B"

Required Insurance

The Contractor and each subcontractor, at their own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas. Certificates of each policy shall be delivered to the Grantor before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, non-renewed or materially changed without 30 days advance written notice being given to the Grantor. Prior to the effective date of cancellation, Contractor must deliver to the Grantor a replacement certificate of insurance or proof of reinstatement.

Coverage shall be of the following types and not less than the specified amounts:

(a) workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the Grantor; employer's liability insurance of not less than $500,000 for each accident, $500,000 disease--each employee, $500,000 disease-policy limit.

(b) commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of the Contract Documents, fully insuring Contractor's (or subcontractor's) liability for injury to or death of Grantor's employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, with minimum limits as set forth below:

General Aggregate $1,000,000
Operations Aggregate $1,000,000
Personal and Advertising Injury $600,000
Each Occurrence $600,000
Fire Damage (any one fire) $50,000
Medical Expense (any one person) $5,000

The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after Final Completion and acceptance of the Work, with evidence of same filed with Grantor.

(c) comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of $600,000 per occurrence; or separate limits of $250,000 for bodily injury (per person), $500,000 bodily injury (per accident) and $100,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

"Umbrella" Liability Insurance: The Contractor shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring Contractor for an amount of not less than $1,000,000 per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required herein above.

The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. Grantor shall be named as additional insured.

Policy Endorsements and Special Conditions

(a) Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:

(1) name the Grantor as an additional insured as to all applicable coverage;

(2) each policy shall require that 30 days prior to the cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to Grantor by certified mail; and

(3) the policy phrase "other insurance" shall not apply to the Grantor where the Grantor is an additional insured on the policy.

(b) Insurance furnished by the Contractor shall also be in accordance with the following requirements:

(1) any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by Contractor;

(2) all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and

(3) all liability policies required herein shall be written with an "occurrence" basis coverage trigger.

(c) Contractor's insurance must all meet the following additional requirements:

(1) Contractor must waive subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the Grantor, it being the intention that the insurance policies shall be primary coverage for all losses covered by the policies; and

(2) companies issuing the insurance policies and Contractor shall have no recourse against the Grantor for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor;

Commissioners Court - Regular Session **33.**

Meeting Date: 11/26/2019

Great Oaks @ Hairy Man Rd.

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Judge to execute a Deed Without Warranty to the Brushy Creek Municipal Utility District for 0.523 AC as a part of the Great Oaks @ Hairy Man Rd. project. (Parcel S14)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BCMUD Deed

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/21/2019 11:39 AM

Form Started By: Charlie Crossfield Started On: 11/21/2019 11:31 AM

Final Approval Date: 11/21/2019

DEED WITHOUT WARRANTY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: _____, 2019

Grantor: WILLIAMSON COUNTY, a Texas political subdivision

Grantor's Mailing Address:

WILLIAMSON COUNTY
County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

Grantee: BRUSHY CREEK MUNICIPAL UTILITY DISTRICT, a Texas political subdivision

Grantee's Mailing Address:

BRUSHY CREEK MUNICIPAL UTILITY DISTRICT
_____
_____
_____
Williamson County

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration.

Property (including any improvements):

See Exhibit "A", attached hereto and incorporated herein for all intents and purposes.

Reservations from and Exceptions to Conveyance:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the Property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

Grantor, for the Consideration, the receipt and sufficiency of which is hereby acknowledged

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and for which no lien is retained, either expressed or implied, does hereby grant, sell, and convey to Grantee the Property.

TO HAVE AND TO HOLD the Property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any way belonging unto Grantee, its successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

IN WITNESS WHEREOF, this Deed Without Warranty is executed by Grantor this the ____ day of _____, 2019.

GRANTOR:

WILLIAMSON COUNTY
By:_____
Its:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2019, by _____, on behalf of WILLIAMSON COUNTY

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664

Exhibit "A"

METES AND BOUNDS DESCRIPTION

ROW PARCEL S14

BEING A 0.523 ACRE (22,764 SQUARE FEET) TRACT OF LAND IN THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF GREAT OAKS DRIVE RIGHT-OF-WAY AS SHOWN ON BRUSHY CREEK SUBDIVISION SECTION ONE, A SUBDIVISION RECORDED IN CABINET C, SLIDES 310-315 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.523 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found (Grid Coordinates: N=10162255.98, E=3114769.86) monumenting the southeast corner of the Park Reserve as shown on said Brushy Creek Subdivision Section One and the northeast corner of Lot 21, Block 11 of said Brushy Creek Subdivision Section One, same being on the west right-of-way of said Great Oaks Drive, for the southwest corner and **POINT OF BEGINNING** hereof, from which a 1/2" iron rod found monumenting a point of curvature on the east boundary line of Lot 2, Block 11 of said Brushy Creek Subdivision, Section One, same being on said west right-of-way line of Great Oaks Drive, bears S 19°57'32" E for a distance of 394.65 feet;

THENCE, **N 19°57'32" W** with the east boundary line of said Park Reserve and said west right-of-way line of Great Oaks Drive for a distance of **576.70 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" for the northwest corner hereof, from which a 1/2" iron rod set with cap marked "Diamond Surveying" on the northeast corner of said Park Reserve, same being on the south right-of-way line of Hairy Man Road, bears N 19°57'32" W for a distance of 69.96 feet;

THENCE, through the interior of said Great Oaks Drive right-of-way, the following six (6) courses and distances:

1. **S 62°18'30" E** for a distance of **65.38 feet** to a PK nail set for the northeast corner hereof;

2. **S 20°41'32" E** for a distance of **102.90 feet** to a PK nail set;

3. **S 20°13'10" E** for a distance of **175.93 feet** to the top of a 2"x2" metal fence post;

4. **S 16°52'10" E** for a distance of **186.60 feet** to a PK nail set;

5. **S 03°16'16" W** for a distance of **59.47 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" for the southeast corner hereof;

6. **S 35°50’33” W** for a distance of **15.29 feet** to the **POINT OF BEGINNING** hereof and containing 0.523 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor or 1.00011

A drawing has been prepared to accompany this metes and bounds description.

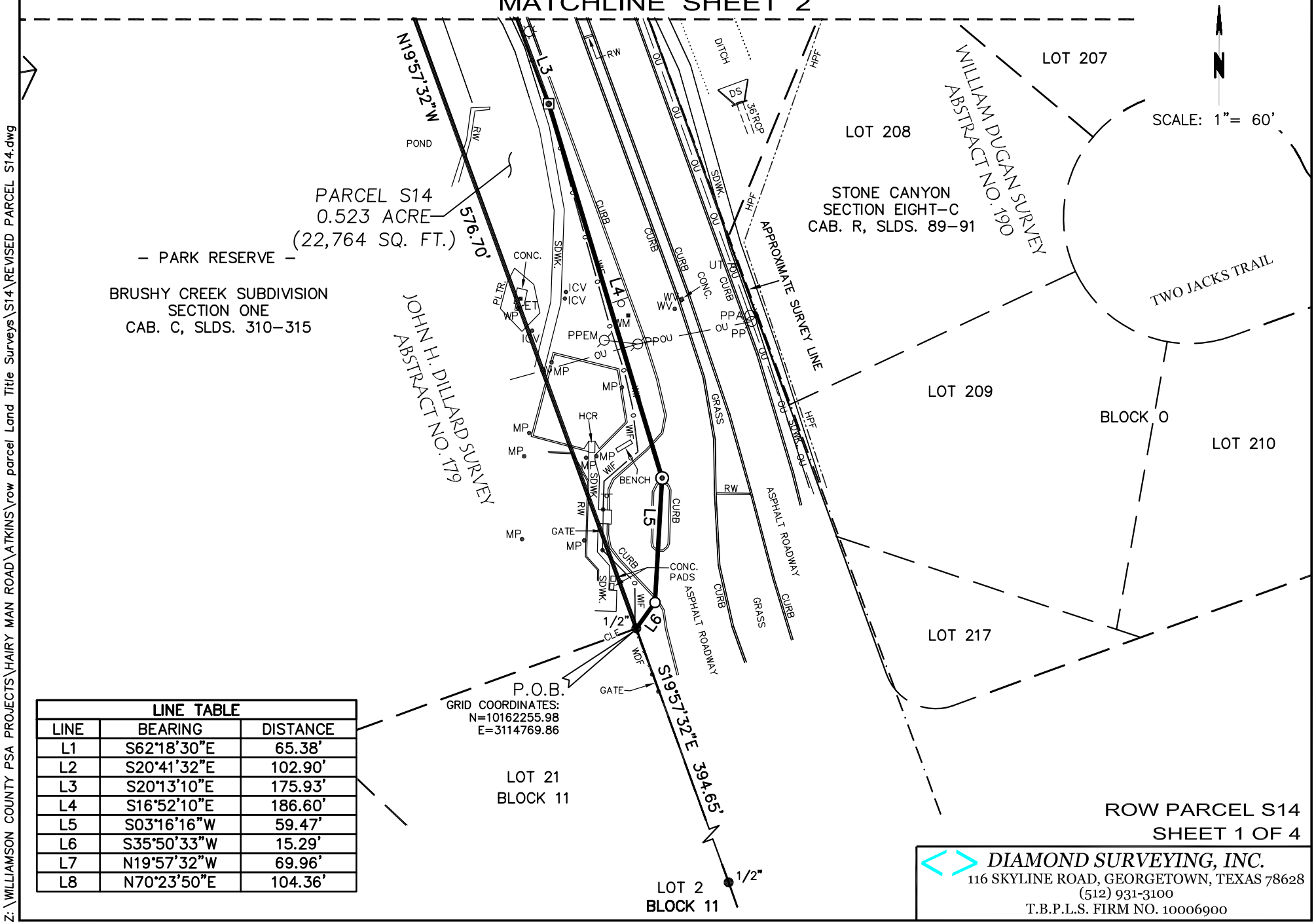
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

September 10, 2019

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\S14\REVISED ROW PARCEL S14 m&b.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.523 ACRE (22,764 SQUARE FEET) TRACT OF LAND IN THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF GREAT OAKS DRIVE RIGHT-OF-WAY AS SHOWN ON BRUSHY CREEK SUBDIVISION, SECTION ONE, A SUBDIVISION RECORDED IN CABINET C, SLIDES 310-315 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.



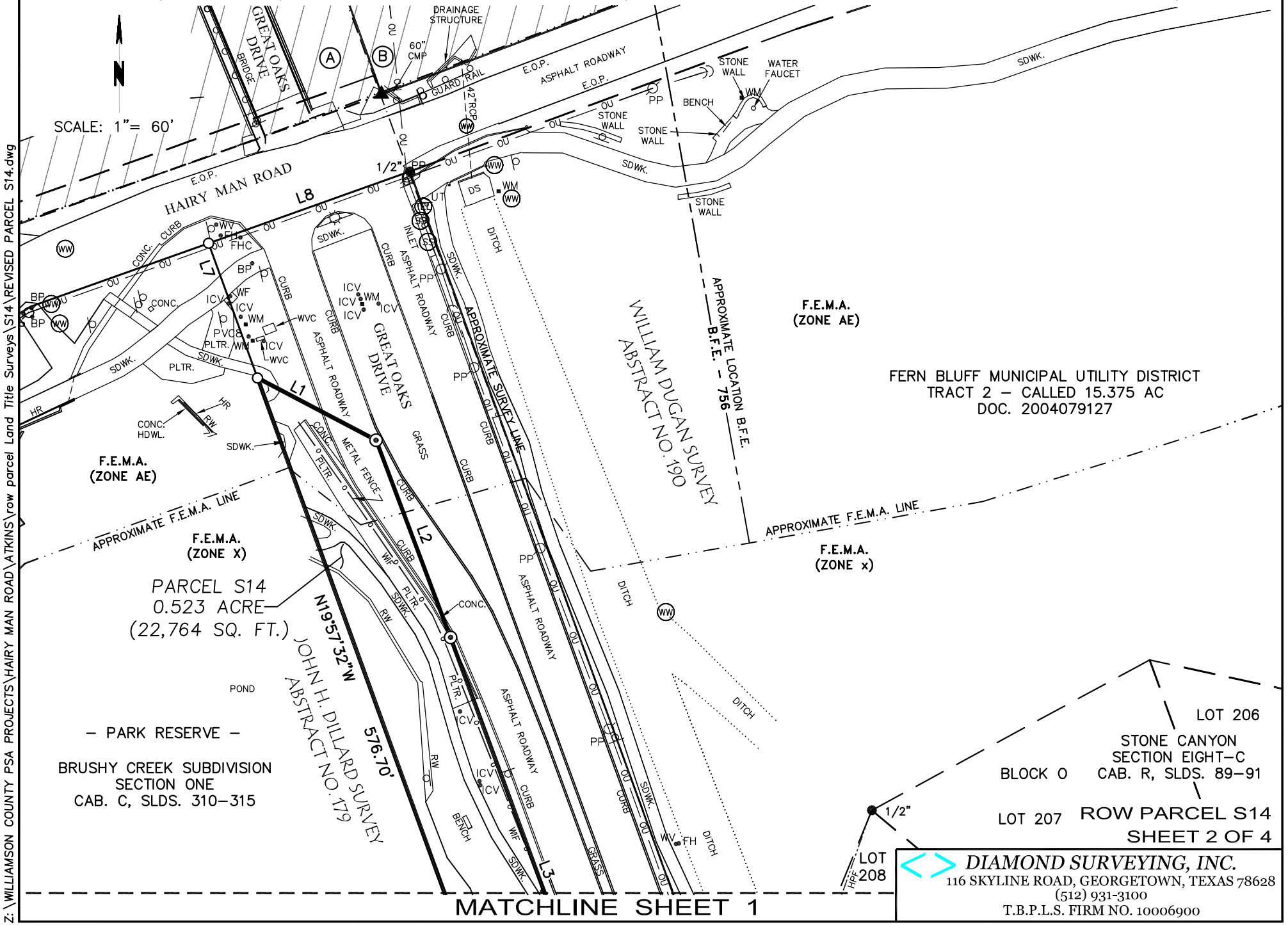
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S62°18'30"E	65.38'
L2	S20°41'32"E	102.90'
L3	S20°13'10"E	175.93'
L4	S16°52'10"E	186.60'
L5	S03°16'16"W	59.47'
L6	S35°50'33"W	15.29'
L7	N19°57'32"W	69.96'
L8	N70°23'50"E	104.36'

ROW PARCEL S14
SHEET 1 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\S14\REVISED PARCEL S14.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.523 ACRE (22,764 SQUARE FEET) TRACT OF LAND IN THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF GREAT OAKS DRIVE RIGHT-OF-WAY AS SHOWN ON BRUSHY CREEK SUBDIVISION, SECTION ONE, A SUBDIVISION RECORDED IN CABINET C, SLIDES 310-315 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.



MATCHLINE SHEET 1

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\S14\REVISED PARCEL S14.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.523 ACRE (22,764 SQUARE FEET) TRACT OF LAND IN THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF GREAT OAKS DRIVE RIGHT-OF-WAY AS SHOWN ON BRUSHY CREEK SUBDIVISION, SECTION ONE, A SUBDIVISION RECORDED IN CABINET C, SLIDES 310-315 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Title Resources Guaranty Company, Commitment for Title Insurance GF No. 1825239-KFO, which bears an effective date of June 18, 2018 and an issued date of June 27, 2018 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

Restrictive covenants of record:

Cabinet C, Slide 310, Plat Records, Williamson County, Texas. Subject tract is a part of the property described in said instrument.
Volume 672, Page 529, Deed Records, Williamson County, Texas. Subject tract is a part of the property described in said instrument.

10a) Building setback lines as shown on the recorded plat and dedication and being 25'along the front property line. No building setback lines are shown on the plat in the vicinity of the subject tract.

10b) Building setback lines as set forth in instrument recorded in Volume 672, Page 529, Deed Records, Williamson County, Texas. Subject tract is a part of the property described in said instrument.

10c) Electric distribution line and appurtenances to Texas Power & Light Company, recorded in Volume 684, Page 167, Deed Records, Williamson County, Texas. Not a part of subject tract.

10d) Temporary Working Space Easement for Sanitary Sewer to Brushy Creek Water Control and Improvement District, recorded in Volume 1619, Page 308, Official Records, Williamson County, Texas. Said easement being further affected by conveyance/assignment in Document Nos. 9650486 and 9734854, Official Records of Williamson County, Texas and Document No. 2000072219, Official Public Records, Williamson County, Texas. Is a part of the subject tract, unable to plot with any certainty the location of said easement, the easement is based on a baseline established by wastewater manholes shown in Exhibit 'A' of said instrument. The actual on the ground measurements between manholes do not match the distances of the baseline shown in Exhibit 'A'.

10e) Temporary Working Space Easement for Sanitary Sewer to Brushy Creek Water Control and Improvement District, recorded in Volume 1619, Page 313, Official Records, Williamson County, Texas. Said easement being further affected by conveyance/assignment in Document Nos. 9650486 and 9734854, Official Records of Williamson County, Texas and Document No. 2000072219, Official Public Records, Williamson County, Texas. May be a part of subject tract, unable to determine exact location of said easement due to a vague description contained in said instrument.

10f) Notice regarding Edwards Aquifer Protection Plan, recorded in Document No. 2004005144, of the Official Public Records, Williamson County, Texas. Not a survey matter.

Easement Note: Great Oaks drive is subject to a 10' Utility Easement, as shown on the plat recorded in Cabinet C, Slide 310. Not enough information shown on said plat to plot the exact location of said easement with any certainty.

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM.
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00011.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE 'AE', (BASE FLOOD ELEVATION DETERMINED) AND ZONE 'X' (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0490E, DATED SEPTEMBER 26, 2008.

THE F.E.M.A. FLOOD LINES SHOWN HEREON ARE APPROXIMATE BY GRAPHIC PLOTTING ONLY AND WERE SCALED FROM THE ABOVE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS.

ROW PARCEL S14
SHEET 3 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\S14\REVISED PARCEL S14.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.523 ACRE (22,764 SQUARE FEET) TRACT OF LAND IN THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF GREAT OAKS DRIVE RIGHT-OF-WAY AS SHOWN ON BRUSHY CREEK SUBDIVISION, SECTION ONE, A SUBDIVISION RECORDED IN CABINET C, SLIDES 310-315 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND

●	IRON ROD FOUND
▲	HILTI NAIL FOUND IN CONCRETE
○	½" IRON ROD W/CAP SET MARKED "DIAMOND SURVEYING"
⊙	PK NAIL SET
▣	2" X 2" METAL FENCE POST
PP	POWER POLE
PPA	POWER POLE ABANDONED
PPEM	POWER POLE WITH ELECTRIC METER
WP	WATER PUMP
ET	ELECTRIC TRANSFORMER
	SIGN
MP	METAL POST
	GUY ANCHOR
WV	WATER VALVE
WM	WATER METER
ICV	IRRIGATION CONTROL VALVE
FH	FIRE HYDRANT
FHC	FIRE HYDRANT-CAPPED
WF	WATER FAUCET
	LIGHT POLE
TP	TELEPHONE PEDESTAL
BP	BOLLARD POST
VENT3	3" VENT PIPE
PVC8	8" PVC RISER

UT	UNDERGROUND TELEPHONE SIGN
WW	WASTEWATER MANHOLE
SS	STORM SEWER MANHOLE
TEL	TELEPHONE MANHOLE
WIF	WROUGHT IRON FENCE
CLF	CHAIN LINK FENCE
WDF	WOOD FENCE
HR	HANDRAIL
RW	RETAINING WALL
HDWL.	HEADWALL
DS	DRAINAGE STRUCTURE
WVC	WATER VAULT ON CONCRETE
CONC.	CONCRETE
PLTR	PLANTER
E.O.P.	EDGE OF PAVEMENT
HPF	HARDIE PLANK FENCE
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
SDWK.	SIDEWALK
HCR	HANDICAP RAMP
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
F.E.M.A.	FEDERAL EMERGENCY MANAGEMENT AGENCY
B.F.E.	BASE FLOOD ELEVATION

OU — OU	OVERHEAD UTILITY LINE
— o — o — o —	WROUGHT IRON FENCE
	HARDIE PLANK FENCE
	APPROXIMATE F.E.M.A. LINE
	DITCH TOP
— — — — — —	F.E.M.A. BASE FLOOD ELEVATION LINE

DEED INFORMATION SHEET 2

(A) BRUSHY CREEK MUNICIPAL UTILITY DISTRICT
CALLED 2.957 AC.
DOC. NO. 2018064115

(B) FERN BLUFF MUNICIPAL UTILITY DISTRICT
TRACT 3 – CALLED 12.114 AC.
DOC. NO. 2004079127

To: Williamson County, Texas and Title Resources Guaranty Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on September 9, 2019. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

SEPTEMBER 10, 2019
SHANE SHAFER, R.P.L.S. NO. 5281 — DATE

ROW PARCEL S14
SHEET 4 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\S14\REVISED PARCEL S14.dwg

Commissioners Court - Regular Session **34.**

Meeting Date: 11/26/2019

National Caregivers Month November 2019

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 November 2019 as National Caregivers Month in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

National Caregivers Month proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/18/2019 03:53 PM
Form Started By: Garry Brown		Started On: 11/18/2019 03:40 PM
Final Approval Date: 11/18/2019		

PROCLAMATION

WHEREAS, according to the U.S. Census Bureau, the Central Texas region hosts the second fastest growing population of adults 65 and older and the fastest growing population of adults 55 to 64; and

WHEREAS, The Aging Services Council of Central Texas reports that by 2040 more than a half-million seniors, or 517,772, will live in Bastrop, Caldwell, Hays, Travis and Williamson counties and comprise nearly 18 percent of the Central Texas population; and

WHEREAS, caregiving is a 24-hour, 7-days a week job; and

WHEREAS, the average caregiver is a working mother of school-age children who has to balance the needs of her family with the needs of, most likely, an elderly or ill parent, who needs medication management and numerous doctor visits, amongst other issues, the level of stress under which they live is unhealthy; and

WHEREAS, six out of 10 caregivers work full- or part-time in addition to juggling their caregiving responsibilities at home; and

WHEREAS, most caregivers say they have to cut back on working hours, take a leave of absence, or quit their job entirely, which can lead to no benefits, no retirement, and reduced income; and

WHEREAS, the requirements of a multi-generational home require that the caregiver lose much work time and may lose their jobs due to required absences; and

WHEREAS, caregivers seemingly never have a life of their own, but even with these stressors, they decide to become a caregiver as a gift of love and duty to family.

NOW THEREFORE BE IT RESOLVED, that the Williamson County Commissioners Court proclaim November 2019 as Family Caregivers Month to honor all of our residents who are wearing invisible superhero capes by taking care of an elderly or ill family member or friend while also working hard at their own jobs and keeping their families together. We hope that you allow yourself a little self-care.

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 **35.**

Meeting Date: 11/26/2019

2019 Ismaili Games welcome 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 welcoming athletes of the 2019 Ismaili Games to Williamson County and to designate November 26, 2019 to be United States Ismaili Games "Together We Win" Day in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Ismaili Games Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/20/2019 04:39 PM
Form Started By: Garry Brown		Started On: 11/20/2019 03:45 PM
Final Approval Date: 11/20/2019		

PROCLAMATION

WHEREAS, the Aga Khan Council for the United States, in conjunction with the Aga Khan Youth and Sports Board will be hosting the 2019 United States Ismaili Games in Williamson County from November 28th to December 1st, 2019; and

WHEREAS, the Ismaili games will bring together members of the Ismaili community of all generations to showcase their athletic excellence, comradery, and to promote unity and fair play across a variety of sports, including basketball, badminton, chess, cricket, flag football, golf, soccer, softball, squash, swimming, tennis, table tennis, throwball, track and field, ultimate frisbee and volleyball; and

WHEREAS, Ismaili athletes from across the United States will join athletes from Williamson County and Central Texas, all of whom take great pride in representing their respective home regions, and through their combined exposure to the leadership and voluntary activities during the United States Ismaili Games will return and continue to engage in their communities across the United States in which they live, work and contribute; and

WHEREAS, during their time in Williamson County, many families, friends and fans of the athletes will attend the Ismaili Jamatkhana in Cedar Park established by His Highness the Aga Khan, the 49th hereditary Imam (spiritual leader) of the Shia Ismaili Muslims; and

WHEREAS, the Ismaili community of Williamson County, through the guidance of His Highness the Aga Khan, continue to strive to embody the tenants of the Shia faith by valuing pluralism, putting their faith into action through service, and working to improve the quality of life for all that call Williamson County home;

NOW, THEREFORE, the Williamson County Commissioners Court welcomes these athletes from across the United States to our county and does hereby proclaim the day of November 26, 2019 to be United States Ismaili Games "Together We Win" Day.

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 **36.**

Meeting Date: 11/26/2019

New Appointment for the CACAC (CAPCOG)

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 the appointment of Shelbi Davis as the Williamson County Representative to the CAPCOG Clean Air Coalition Advisory Committee (CACAC) effective November 26, 2019 till December 31, 2019 and with an extension starting January 1, 2020 through December 31, 2021.

Background

Williamson County's CACAC appointee, Gary Boyd, was looking to step away from this charge. His resignation letter has been sent to the CACAC Chair and CAPCOG staff liaison as directed in the bylaws.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Shelbi Davis bio

Gary Boyd CACAC resignation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/18/2019 03:40 PM
Form Started By: Garry Brown		Started On: 11/18/2019 03:13 PM
Final Approval Date: 11/18/2019		

Shelbi Davis bio for Williamson County's appointment to the CAPCOG Clean Air Coalition Advisory Council (CACAC)

Shelbi Davis graduated from the University of Texas with a Bachelor of Science in Health Promotion. She earned her Master of Public Health at the UT Health Science Center, School of Public Health. Shelbi has worked at Dell Children's Medical Center conducting program coordination, research, and data analysis for Trauma Services, and she currently works as a Technical Writer at Williamson County and Cities Health District (WCCHD) where she coordinates grant management, strategic planning, health assessment, and quality improvement at the health district.

In addition to these efforts, she leads WCCHD's efforts to build a climate resilient community through the adoption of strategies and policies that address the physical, environmental, and social effects of climate change. She leads a committee of employees, known as the "Green Team," who collaborate to improve environmental sustainability within WCCHD and the community-at-large. Intra-agency priorities include improving and expanding recycling efforts, creating eco-friendly breakrooms, and developing a plan for the implementation of a community garden. Each of these initiatives seek all-staff engagement and participation. Inter-agency priorities include community outreach, education, and leveraging partnerships to create widespread changes throughout the county.

P.O. Box 1748
Austin, TX 78767
Adele.Noel@traviscountytx.gov

11/18/19

Adele Noel
Air Quality Project Manager, Travis County
Chair, Clean Air Coalition Advisory Committee

Dear Ms. ~~Noel,~~ Adele,

Please accept this letter as my formal resignation from the CACAC effective as of the date of the naming of my replacement by the Williamson County Commissioners Court. That is expected to occur on 11/26/19.

I have enjoyed my time and experience with the CACAC (including in its prior appellations) and wish you and the Committee all the best in your service to the CAC. Please do not hesitate to call on me with any questions related to past activities of the Advisory Committee or related clean air and mobile sources initiatives; that's why they call it institutional knowledge.

Warm regards,

Gary D. Boyd
Director, Environmental Programs
Williamson county Conservation Foundation
gboyd@wilco.org

CC: Andrew Hoekzema
Director of Regional Planning and Services
Capital Area Council of Governments
ahoekzema@capcog.org

Commissioners Court - Regular Session **37.**

Meeting Date: 11/26/2019

HB 13 Grant Funding Request

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on collaboration with Bluebonnet Trails Community Services to apply for grant funding offered through House Bill (HB) 13, 85th Legislature, Regular Session (Solicitation No. HHS0004771) to support mental health initiatives and a pre-trial program.

Background

The 85th Legislature, Regular Session directed HHSC to establish a state-funded grant program to support communities providing and coordinating mental health treatment and services with transition or supportive services for persons experiencing mental illness. Funding for the 2020-2021 biennium was renewed through HB 1, 86th Legislature, Regular Session, 2019 (Article II, Health and Human Services, Rider 68). The "Community Mental Health Grant Program" (CMHG) is designed to support comprehensive, data-driven mental health systems that promote both wellness and recovery by funding community-partnership efforts that will provide mental health treatment, prevention, early intervention, and/or recovery services, and assist with persons with transitioning between or remaining in mental health treatment, services and supports. The CMHG Program aligns perfectly with the Pre-Trial program that was discussed and supported during the budget process. Projects selected by the State provide a 100 percent (or 1 to 1 match) match of State funds awarded.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Pre Trail Budget

Grant Form D

Required Budget Questionnaire

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/21/2019 09:39 AM
Form Started By: Kathy Pierce		Started On: 11/21/2019 07:21 AM
Final Approval Date: 11/21/2019		

Kathy Pierce

From: Ashlie Koenig
Sent: Thursday, November 21, 2019 7:29 AM
To: Kathy Pierce
Subject: Pre-Trial FY 20 Adopted Budget

Input: PRETRIAL - Expenses

En 01-0100-0591 - PRETRIAL
Sc ADOPTED
Ye 2020
Da 21-Nov-19

Expenses			Annual FY2020
01-0100-0591 FY20			
FTE	FTE	$	3.00
001100	F/T SALARIES	$	177,163.27
001100_MERIT_ADJ	MERIT ADJUSTMENT (FULLTIME)	$	(3,455.81)
001107	TEMP LABOR-SEASONAL HELP	$	29,670.83
001109	CELL PHONE STIPEND	$	480.00
001125	LONGEVITY PAY	$	1,872.00
T52000	**SALARIES**	$	205,730.28
002010	FICA	$	16,002.74
002010_UNALLOC	FICA (Unallocated)	$	(264.37)
002020	RETIREMENT	$	26,083.57
002020_UNALLOC	RETIREMENT (Unallocated)	$	(502.13)
002030	INSURANCE	$	28,764.00
002050	WORKER'S COMP	$	434.90
T53000	**FRINGES**	$	70,518.71
003005	OFFICE FURNITURE < $5,000	$	250.00
003006	OFFICE EQUIPMENT < $5,000	$	-
003010	COMPUTER EQUIPMENT < $5,000	$	1,500.00
003100	OFFICE SUPPLIES	$	425.00
003120	PRINTER SUPPLIES	$	787.00
003900	MEMBERSHIP DUES	$	-
004100	PROFESSIONAL SERVICES	$	225,000.00
004212	POSTAGE	$	400.00
004231	TRAVEL	$	-
004232	TRAINING, CONF., SEMINARS	$	2,000.00
004350	PRINTED MATERIALS & BINDING	$	1,500.00
004998	CONTINGENCIES	$	16,001.73
004999	MISCELLANEOUS	$	300.00
T53510	Operations & Maintenance (for Decision	$	12,635.00
T53500	**OPERATION/MAINT**	$	260,798.73
T50000	**TOTAL EXPENSE**	$	537,047.72

Ashlie R. Koenig, Budget Officer

Williamson County, Texas
710 Main St., Suite 101
Georgetown, TX 78626
Office: 512.943.1551
www.wilco.org

FORM D: SUMMARY PROPOSED PROJECT INFORMATION

Proposed Project Information - RFA NO. HHS0004771	
Agency Name	Williamson County
Project Contact *(this person will oversee day-to-day grant project duties)*	
Name and Title	Kathy Pierce, Chair Behavioral Health Task Force
Phone	(512) 260-6514
Email	kpierce@wilco.org
Fiscal Contact *(this person will oversee grant project expenditures and finances)*	
Name and Title	Julie Kiley
Phone	(512) 943-1552
Email	jkiley@wilco.org
Name of Proposed Project	
Resource Connections & Alternative to Jail for Mentally Ill	
Proposed Project Cost *(from Expenditure and Match Proposal)*	
State Funds Requested	**Matching Funds Required**

Executive Summary

Briefly summarize the Proposed Project including the goals and how Project activities will address identified critical gaps and needs in the community.

This summary may be used in publications, reports to the legislature, and/or press releases.

Response must be limited to ***100*** *words.*

The goal of this project is to identify individuals arrested, many who suffer from mental illness, and assess their risk and needs. Persons at low risk for failure to appear and who poise no public safety risk, will be placed in the program. Those eligible will be released from incarceration and assisted with connection to appropriate services, including treatment and supportive services. If the individual is unable to pay for services, assistance may be provided. Through early intervention and connection to services, individuals will be able to receive vital services needed to support wellness, recovery and avoid recidivism.

Proposed Service Area	
State Senate Districts of Proposed Project Service Area	Senate District 5
House Districts of Proposed Project Service Area	House Districts 20, 52 and 136
Number of Unduplicated Individuals to be Served Annually	
1,250	
Project Type	
Is the Proposed Project a: **New and/or innovative service, treatment, and/or delivery system** and/or **Enhancing, scaling, and/or expanding existing services?**	New/Innovative Services

Grant Title/Project Name:	Resource Connections & Alternative to Jail for Mentally Ill (Pre-trial)
Department:	Commissioner Precinct Two
Requestor:	Kathy Pierce
Contact Email:	kpierce@wilco.org
Contact Phone Number:	512-260-6514
Start Date:	9/1/2020
End Date:	8/31/2021
Please select request category:	$1,037,047
Describe the request category in detail to include all requirements.	The 85th Legislature, Regular Session directed HHSC to establish a state-funded grant program to support communities providing and coordinating mental health treatment and services with transition or supportive services for persons experiencing mental illness. Funding for the 2020-2021 biennium was renewed through HB 1, 86th Legislature, Regular Session, 2019 (Article II, Health and Human Services, Rider 68). The "Community Mental Health Grant Program" (CMHG) is designed to support comprehensive, data-driven mental health systems that promote both wellness and recovery by funding community-partnership efforts that will provide mental health treatment, prevention, early intervention, and/or recovery services, and assist with persons with transitioning between or remaining in mental health treatment, services and supports. The CMHG aligns perfectly with the Pre-Trial program that was discussed and supported during the budget process. Projects selected by the State provide a 100 percent (or 1 to 1 match) match of State funds awarded.
Select the type of grant your department is applying for:	State
What is the amount of the grant?	$1,037,047.00
Please provide a breakdown of the total cost above.	See Pre-trial budget attached.
Is there a match requirement?	Yes
If yes, describe the type and source of match.	The match for the Community Mental Health Grant (CMHG) Program would come from the Pre-trial budget that was adopted during the budget process, funding for capital improvements to the jail that are required to begin the new program and a percent of salaries of County staff that work on the program.
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. New program.
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?	

	This is a new program to get qualified individuals out of the jail and into mental health services, to avoid recidivism and save on jail costs.
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)?	Additional personnel were approved in the budget. These personnel will help in getting qualified individuals out of jail, thereby reducing jail costs.
Where will the item be stored?	N/A
What is the useful life of the item?	N/A
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	No.
How will this item be funded when the grant ends?	This is a data driven project. Data will be collected and analyzed to determine if the program is cost effective.
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	This project is expected to reduce jail costs, including medical/medication costs. It should also reduce the risks of having mentally ill in the jail.
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?	The Auditing Department is set up to handle grants and assist with reporting. The County will coordinate with Bluebonnet Trials who will receive our information and do the reporting to the State. There should not be a large impact to County internal departments.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
ID	33
Version	1.0
Attachments	False
Created	11/21/2019 8:51 AM
Created By	Kathy Pierce
Modified	11/21/2019 8:51 AM
Modified By	Kathy Pierce

Commissioners Court - Regular Session **38.**

Meeting Date: 11/26/2019

Hazard Mitigation Plan Update

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on updating the Recommended Mitigation Actions (Table ES-1) in the 2017 Williamson County Multi-jurisdiction Hazard Mitigation Plan and approval of supporting resolution.

Background

The Federal Emergency Management Agency (FEMA) requires that all projects submitted for hazard mitigation grant funding be included in the Hazard Mitigation Plan per 44 CFR Section 201.6 (2)(C)(3)(i-iv). The 2017 Williamson County Hazard Mitigation Plan approved by the Commissioners Court on January 17, 2017 did not include the City of Liberty Hill or an early warning system as a hazard mitigation action item. The City of Liberty Hill has identified the need for an early warning system for public safety and it has been added (line 16) to the County's 2017 Hazard Mitigation Plan. The revision of the plan will allow a grant application to be submitted for the purchase and installation of the outdoor warning sirens, meeting FEMA requirements for grant funding.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Mitigation Actions

Revision of Plan Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/20/2019 04:44 PM
Commissioner Pct. 2 (Originator)	Kathy Pierce	11/21/2019 09:23 AM
Form Started By: Kathy Pierce		Started On: 11/20/2019 11:21 AM
Final Approval Date: 11/21/2019		

TABLE ES-1.
RECOMMENDED MITIGATION ACTIONS

Action No.	Title	Description	Mitigation Action Ranking	Action Type	Applicable Goals	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline in Months	Benefit
WILLIAMSON COUNTY										
1	Purchase NOAA All Hazard Radios	Purchase radios and disperse to residents to use for hazard events in the area.	13	SIP	G1	Emergency Management	< $10,000	General Budget, Donations/ Sponsors	60	Medium
2	Educate homeowners on hazards	Educate homeowners on how to mitigation their homes from these hazards on county website and public forums.	14	EAP	G1, G2	Emergency Management	< $10,000	General Budget	48	Medium
3	Use the application of calcium soil stabilizers	Specify the use of calcium soil stabilizers as part of the County Engineer protocol for pavement subgrade work on county roads. This will make a durable permanent roadway layer and minimize damage from expansive soil issues.	15	SIP	G1	Public Works	< $10,000	General Budget	24	Medium
4	Wildfire fuels reduction	Perform a THIRA on each property and develop a priority list of properties requiring mitigation actions. Following WHP assessments perform the fuels reduction and create shaded fuel breaks. Upon completion, prescribed burning should take place where appropriate to lower fuel loads.	11	LPR NSP	G1, G2, G4, G5	Parks	>$100,000	General Budget, FEMA Hazard Mitigation Funding, Private Donations, Volunteer Support	48	High
5	Stream flow and flood monitoring	A network of streamflow gauges and cameras needs to be installed throughout Williamson County. This data can then either be used in a real-time mapping solution or in a direct feed into the EOCs. This project is scalable to the available funding.	6	SIP	G1, G2, G4, G5	Emergency Management	>$100,000	General Budget, FEMA Hazard Mitigation Funding, Private Donations	60	High

TABLE ES-1.
RECOMMENDED MITIGATION ACTIONS

Action No.	Title	Description	Mitigation Action Ranking	Action Type	Applicable Goals	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline in Months	Benefit
6	Critical infrastructure THIRA	As a part of the County COOP planning process audit and map each facility relating to the potential risk to natural hazards. Develop a prioritization list and strategies for mitigating potential risks and hazards.	7	LPR	G1, G2, G3, G4, G5,	Emergency Management	>$100,000	General Budget, FEMA Hazard Mitigation Funding, Bond Packages	48	High
7	Repetitive flood loss properties	Collaborate with floodplain professionals, building contractors, and homeowners to identify repetitive flood loss properties/structures. Determine the most cost effective measures to implement to mitigate against continued flood losses including residential property buyouts.	4	LPR SIP NSP	G1, G2, G3, G4, G5,	Emergency Management	>$100,000	General Budget, FEMA Hazard Mitigation Funding, Bond Packages	24	High
8	Comprehensive evacuation planning	Collaborate with public safety professional, traffic engineers, public information professionals and homeowner's associations to develop comprehensive plans and messaging. Develop area-specific plans based upon local THIRA.	8	LPR	G1, G2, G3, G5	Emergency Management	< $10,000	General Budget, FEMA Hazard Mitigation Funding, Donations/ Sponsors	36	High
9	Develop and establish a comprehensive volunteer program	Establish and train a core group of CERT instructors. Develop and implement a comprehensive CERT program to include training, continuing education, exercise program, and activation procedures.	9	LPR EAP	G1, G2, G3	Emergency Management	< $10,000	General Budget, Homeland Security Funding, Donations/ Sponsors	24	High

TABLE ES-1.
RECOMMENDED MITIGATION ACTIONS

Action No.	Title	Description	Mitigation Action Ranking	Action Type	Applicable Goals	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline in Months	Benefit
10	Road and bridge drainage infrastructure projects	Analyze past and potential future flood-related damages to road infrastructure. Develop a priority list based upon past damages, road/structure out of service time due to flooding, and potential or past history of flooding. Create and implement plans to mitigate identified structures.	10	SIP EAP	G1, G4, G5	Road and Bridge	>$100,000	Road Bonds, FEMA Hazard Mitigation Funding	24	High
11	Community Wildfire Protection Plan	Collaborate with public safety professional, building associations, homeowner's associations, forest service, and public information professionals to develop a comprehensive CWPP to include public education, fuels reduction, residential mitigation, and response recommendations.	2	LPR EAP	G1, G2, G3, G4, G5	Emergency Management	>$100,000	General Budget, FEMA Hazard Mitigation Funding, Donations/ Sponsorship	36	High
12	Install "Burn Ban" or "Fire Danger" signs along major county roadways	Appropriate signage would be placed strategically through Williamson County, primarily in the rural areas, by County Road and Bridge personnel. During burn bans, the signs could be positioned by local fire departments and/or road and bridge personnel.	12	SIP EAP	G1, G2, G4	Emergency Management	$10,000 to $100,000	General Budget, FEMA Hazard Mitigation Funding, Donations/ Sponsorship	24	High
13	All-hazards mapping	Collaborate with public safety professionals, GIS, hazard-specific subject matter experts, private partners, and CIKR owner/operators to obtain data and create a comprehensive all-hazards mapping solution. Additional GIS tools may be required to facilitate use of the data.	1	LPR	G1, G3, G4	Emergency Management	$10,000 to $100,000	General Budget	24	High

TABLE ES-1.
RECOMMENDED MITIGATION ACTIONS

Action No.	Title	Description	Mitigation Action Ranking	Action Type	Applicable Goals	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline in Months	Benefit
14	Community Flood Protection Plan	Collaborate with public safety professional, building associations, homeowner's associations, floodplain professionals and public information professionals to develop a comprehensive CFPP to include public education, infrastructure improvement/protection, residential mitigation, and response recommendations.	3	LPR NSP SIP EAP	G1, G2, G3, G4, G5, G6	Emergency Management	$10,000 to $100,000	General Budget, FEMA Hazard Mitigation Funding, Donations/ Sponsorship	36	High
15	Flood barrier and signage	Install permanent structures with built automatic barriers to facilitate a more rapid closing of the road/structure. This shall include additional signage warning motorists of the flood potential prior to the barrier and attached to the barrier: "Turn Around Don't Drown."	5	SIP	G1, G2, G4, G5	Road and Bridge	>$100,000	Road Bonds, FEMA Hazard Mitigation Funding	24	High
16	Purchase and install outdoor warning sirens	Purchase and install outdoor warning sirens throughout the county in strategic locations.	16	SIP	G1, G3	Emergency Management	>$100,000	General Budget, FEMAHazard Mitigation Funding	24	Medium

State of Texas
County of Williamson
Know all men by these presents:

That on the 26th day of November 2019 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Russ Boles, Commissioners Precinct Four

And at said meeting, among other business, the Court considered the following:

RESOLUTION

WHEREAS, Section 322 of the Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5165) requires local governments to develop a hazardous mitigation plan as a condition for receiving certain types of non-emergency disaster assistance, including funding for mitigation projects; and,

WHEREAS, the Code of Federal Regulations (CFR) at Title 44, Chapter 1, part 201, requires the jurisdictions to prepare and adopt a local mitigation plan every five years: and,

WHEREAS, the plan incorporates the comments, ideas and concerns of the community and of the public in general, which the plan is designed to protect, ascertained through a series of public meetings, publication of the draft plan, press releases, and other outreach activities; and

WHEREAS, the Williamson County Commissioners Court approved and adopted the 2017 Williamson County, Texas Multi-jurisdiction Hazard Mitigation Plan, dated January 2017 and resolved to execute the actions in the plan at their January 17, 2017 Commissioners Court meeting; and

WHEREAS, the Federal Emergency Management Agency requires that all projects submitted for hazard mitigation grant funding be included in the Hazard Mitigation Plan per 44 CFR Section 201.6 (2)(C)(3)(i-iv); and

WHEREAS, Williamson County has identified additional mitigation actions not included in the plan; and

NOW THEREFORE, BE IT RESOLVED; that the Williamson County Commissioners Court approves and adopts revisions to the Recommended Mitigation Actions Table ES-1, which shall be included in the 2017 Williamson County, Texas Multi-jurisdictional Hazard Mitigation Plan.

RESOLVED on this _____day of_____, 2019.

_____
Bill Gravell, Jr., County Judge

ATTEST

_____
Nancy, Rister, County Clerk

Commissioners Court - Regular Session **39.**

Meeting Date: 11/26/2019

FEMA HMGP Grant Application

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing Williamson County to apply for a Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) grant for an emergency warning system for the City of Liberty Hill.

Background

The County will apply through the Texas Division of Emergency Management, on behalf of the City of Liberty Hill for a FEMA HMGP grant. An MOU between the County and the City acknowledges that the City accepts responsibility for all matching funds, related expenses associated with the project and will hire a consultant to manage the grant process. The City of Liberty Hill has hired Langford Community Managment Services as their consultant. The County Judge will serve as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application.

Fiscal Impact

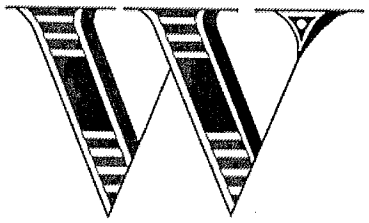
From/To	Acct No.	Description	Amount

Attachments

Budget Office Required Questionnaire

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/20/2019 03:49 PM
Commissioner Pct. 2 (Originator)	Kathy Pierce	11/21/2019 09:23 AM
County Judge Exec Asst.	Andrea Schiele	11/21/2019 09:32 AM
Commissioner Pct. 2 (Originator)	Kathy Pierce	11/21/2019 11:47 AM
Form Started By: Kathy Pierce		Started On: 11/20/2019 01:38 PM
Final Approval Date: 11/21/2019		



BACKGROUND INFORMATION

Grants Management Request Questionnaire

Please note: The county's acceptance of a grant will generally form a contract and; therefore, the application for a grant must be considered and approved by the Commissioners Court prior to making such application.

DIRECTIONS

Please complete the answers to the best of your ability. If a question does not relate to your request, please mark it N/A (Not Applicable). If your answer requires further research, please mark it as N/R (Needing Research) and give an estimated date such information will be obtained. When finished, please print and upload the form to the Agenda.

Grant Title/Project Name: *

Liberty Hill Emergency Sirens

Department: *

Emergency Management

Requestor: *

Kathy Pierce

We couldn't find an exact match.

Contact Email: *

kpierce@wilco.org

Contact Phone Number: *

512-260-6514

Start Date: *

11/26/2019

End Date: *

11/30/2020

Please select request category: *

- (•) Asset
- ( ) Personnel
- ( ) Specify your own value:

Emergency sirens for Liberty

If other, please specify category

Describe the request category in detail to include all requirements.

This is a request to apply for a FEMA Hazard Mitigation Grant on behalf of the City of Liberty Hill. The city cannot apply on their own because they were not included in the County's Hazard Mitigation Plan. After discussion with Purchasing, Auditor's office, and Emergency Services, it was decided it would be best to have Wilco apply for the grant and have an MOU with the City. Legal was consulted and an MOU was drafted that ensures that the County does not have any risk, as all costs will be the responsibility of the City.

Select the type of grant your department is applying for:

- ( ) Federal
- ( ) State
- ( ) Local
- (•) Federal Pass-thru

What is the amount of the grant?

$150,000

Please provide a breakdown of the total cost above.

The cost for the City will include engineering for emergency sirens and purchasing of emergency siren equipment. The City has the 25% required match budgeted.

Is there a match requirement?

- (•) Yes
- ( ) No

If yes, describe the type and source of match.

The City of Liberty Hill will provide the match.

Does the grant cover the cost of the request 100%?

(●) Yes

( ) No

ASSET REQUEST QUESTIONS ONLY

List other similar assets in the County and/or region and if they are available for use?

There are no sirens nears the City of Liberty Hill.

How is this asset request different from any similar assets currently in the County and/or region?

N/A

What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?

There is currently no asset that can warn residents in and around Liberty Hill of emergencies, such as tornados. This is particularly important due to rural parts of the area, without internet connection.

How often do these events occur?

Too often.

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?

No County employees. This asset will be the City of Liberty Hill's.

Where will the asset be stored?

Asset is not stored, sirens will be installed in and around LH.

What is the useful life of the asset?

Unknown. City of LH will own and be responsible for replacing.

Will a replacement be requested from general funds when useful life has been exhausted?

○ Yes

◉ No

Please attach or provide any metrics, data, etc. to substantiate this request.

Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?

None.

Does this asset require insurance coverage?

○ Yes

◉ No

Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.

The asset will require no maintenance from the County. The sirens will be a City of Liberty Hill asset.

How will this asset be funded when the grant ends?

There will be no funding needed from the County. The sirens will be paid for through the grant.

What is the impact if the grant is not received?

There will not be a warning system for individuals in Liberty Hill, especially in the rural areas, where internet services are not available.

BUDGETARY IMPACT

What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)

None.

Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.

If any further equipment is needed, it will be the sole responsibility of the City.

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?

Purchasing and Auditing have been consulted to determine if the grant creates extra work on the departments. Both have said that there is minimal work required and it will not impact their departments. Auditing and Purchasing said they would prefer to do the grant reporting and procurement, so we can ensure that everything is done correctly, thereby creating no risk to the County's ability to apply for additional grants or to the County's financial ratings.

Save Cancel

When finished, please print and upload the form to the Agenda.

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Williamson County > Apps

Commissioners Court - Regular Session **40.**

Meeting Date: 11/26/2019

Liberty Hill MOU

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the approval of a resolution and a Memorandum of Understanding (MOU) between Williamson County and the City of Liberty Hill formulating responsibilities of each party for a Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) grant application and management of an emergency warning system project.

Background

Due to the City of Liberty Hill not being a current participant in the Williamson County 2017 Hazard Mitigation Plan and not having their own hazard mitigation plan, they are unable to apply for FEMA Hazard Mitigation Grant Program (HMGP) funding, as having a plan is a requirement for submitting a grant application. With the revision of the Recommended Mitigation Actions (Table ES-1) in the County's 2017 Multi-jurisdiction Hazard Mitigation Plan, Williamson County can apply on behalf of the City of Liberty Hill, allowing the City to reach their identified public safety goal of purchasing and installing outdoor warning sirens. After consulting with the Auditor's Office, Purchasing and legal and due to the programmatic requirements, it was determined that it would be best to have the County apply for the grant. The MOU outlines the responsibilities of each party, including that the City will provide the 25% match required and will be legally and financially responsible for the project, while the County will apply on behalf of the City and control all procurement and grant administration. The MOU has been reviewed by Auditing, Purchasing and legal. The City of Liberty Hill has reviewed the item and has the MOU on their Monday, November 25th council meeting to formalize the agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MOU Clean Copy

MOU Sirens Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/20/2019 04:45 PM
Commissioner Pct. 2 (Originator)	Kathy Pierce	11/21/2019 09:23 AM

Commissioner Pct. 2 (Originator)	Kathy Pierce	11/21/2019 11:58 AM
Form Started By: Kathy Pierce		Started On: 11/20/2019 12:04 PM
Final Approval Date: 11/21/2019		

MEMORANDUM OF UNDERSTANDING
BETWEEN WILLIAMSON COUNTY AND THE CITY OF LIBERTY HILL

This **Memorandum of Understanding** ("MOU") is entered into by and between the **CITY OF LIBERTY HILL, TEXAS**, a general law city located in Williamson County, Texas (the "City"), and **WILLIAMSON COUNTY, TEXAS**, a political subdivision of the State of Texas ("County").

Recitals:

WHEREAS, the City would like to make improvements to the emergency warning system serving the City and surround community; and

WHEREAS, the City would like to take advantage of the Federal Emergency Management Agency's ("FEMA") Hazard mitigation Grant Program ("HMGP"), which provides funding for up to seventy-five percent (75%) of the eligible costs of an emergency warning system; and

WHEREAS, City participation in the HMGP requires coordination between the City and County; and

WHEREAS, the County will apply for the FEMA HMGP funds on behalf of the City; and,

WHEREAS, The County will receive from the Federal Emergency Management Agency (FEMA) through the Texas Division of Emergency Management (TDEM) an official State Award Letter for seventy-five percent (75%) of the eligible costs of an Emergency Warning System (Project); and,

WHEREAS, there is a need to formulate the responsibilities of the County and the City for the management of the Project;

BE IT THEREFORE AGREED AS FOLLOWS:

City Provisions:

1. While the County will manage and control all procurement associated with the Emergency Warning Project ("Project"), including engineering services for development, design and management of the Project; grant administration services for application development and grant management; and Project construction, the City expressly understands that it shall remain legally and financially responsible for same.
2. The City will be responsible for costs of the Project that are not covered by the grant funds, which consists of twenty five percent (25%) or more of the total cost and any ineligible costs to complete construction, including but not limited to any funding denied by FEMA regardless of the reasons for denial.
3. While the County will manage and control submission of the documentation for Project cost reimbursement from the Texas Division of Emergency Management ("TDEM"), the City expressly understands that it shall remain legally and financially responsible for same. The City agrees to the hiring of a consultant ("Consultant") to manage the grant process. The Consultant will compose the reimbursement package, which includes the invoices and cancelled checks. The Consultant will then have the City sign the completed reimbursement package. The Consultant will then forward the package to the Texas Division of Emergency Management (TDEM), which will then be

forwarded to FEMA for reimbursement of seventy-five percent (75%) of Project invoices submitted. The City and the County will receive copies of all correspondence, checks and invoices as submitted to TDEM.

County Provisions:

1. The County agrees to apply for the FEMA HMGP funds on behalf of the City.
2. The County hereby authorizes the City to enter into contracts with engineers, contractors, consultants and other service providers as necessary for the Project, subject to the County's agreement.
3. The County agrees to issue full TDEM reimbursement payment to the City within 30 days of the County's receipt of the funds.

General Provisions:

The City acknowledges that the County is not financially responsible for the Project nor will the County be liable for any future claims or damages that may result from the Project, including but not limited to any FEMA denial of funding. The City expressly agrees to fully reimburse the County for any out-of-pocket expenses and accepts the limitations that come with having to use the County as a mechanism to apply for the Project without subjecting the County to any liabilities including any and all associated costs of equipment, goods or services associated with the Project. **The County is named on the Project only for the purposes of eligibility to apply to the grant.**

It is understood that the City remains responsible for the HMGP throughout the grant period, through the full audit period, and for the life of the project per FEMA requirements.

It is understood that this MOU may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, the parties will each only be liable for their respective pro rata share of services rendered, goods actually received or any other liability incurred under this arrangement (e.g., reimbursement owed).

This Memorandum of Understanding is the complete agreement between Williamson County and the City of Liberty Hill and may be amended only by written agreement signed by each of the parties involved.

IN WITNESS WHEREOF, Williamson County and the City of Liberty Hill hereto have caused this MOU to be duly executed on the day and year indicated below:

[Signatures on following pages]

CITY OF LIBERTY HILL, TEXAS

_____
Rick Hall, Mayor

Executed the ____ day of _____, 2019

ATTEST:

_____
Barbara Zwernemann, City Secretary

WILLIAMSON COUNTY, TEXAS

_____
Bill Gravell, Jr., Williamson County Judge

Executed the ____ day of _____, 2019

ATTEST:

_____
Nancy Rister, County Clerk

State of Texas
County of Williamson
Know all men by these presents:

That on the 26th day of November 2019 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioners Precinct Two
Valerie Covey, Commissioner Precinct Three
Russ Boles, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN WILLIAMSON COUNTY (COUNTY) AND THE CITY OF LIBERTY HILL (CITY) FORMULATING THE RESPONSIBILITIES OF THE COUNTY AND THE CITY FOR GRANT APPLICATION AND MANAGEMENT OF AN EMERGENCY WARNING SYSTEM PROJECT

WHEREAS; the City of Liberty Hill has anticipated applying for and receiving a FEMA Grant to construct an emergency warning system.

WHEREAS; this effort will support the Williamson County Hazard Mitigation Action Plan and will be funded by the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP).

WHEREAS; the Memorandum of Understanding attached to this resolution is to be considered an un-severable part of this resolution.

WHEREAS; Williamson County approves the attached Memorandum of Understanding between Williamson County and the City of Liberty Hill formulating the responsibilities of the County and the City for grant application and management of an Emergency Warning System.

WHEREAS; the person of contact for the City of Liberty Hill shall be the City's Emergency Management Planner and that signature authority is hereby granted to the Mayor of the City of Liberty Hill.

NOW THEREFORE BE IT RESOLVED; this Resolution Approves a Memorandum of Understanding between the County and the City of Liberty Hill and formulates the responsibilities of the County and the City for grant application and management of an emergency warning system.

RESOLVED this _____ day of November 2019.

_____
Bill Gravell, Jr., County Judge

Attest:

_____
Nancy E. Rister, County Clerk

Commissioners Court - Regular Session **41.**

Meeting Date: 11/26/2019

Approve Purchase of Ambulances through the HGAC

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Proposal 304648.9 for five (5) Ford F-450 Ambulance(s) from Siddons- Martin Emergency Group in the amount of $1,231,550.00 pursuant to H-GAC Contract AM10-18 and authorizing the purchase.

Background

This is for five (5) Ford F-450 Ambulance(s) at $257,310.00 each for a total of $1,231,550.00 and utilizing the HGAC Cooperative contract Number AM10-18. The proposal includes a trade-in allowance of ($56,000.00) which will be addressed upon arrival of the new units. Mike Knipstein is the point of contact for this transaction. This expenditure will be charged to 0100-0540-005700. Funding was approved in the FY2020 budget

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HGAC OPTION SHEET

PROPOSAL WITH TRADE IN

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/21/2019 10:42 AM
County Judge Exec Asst.	Andrea Schiele	11/21/2019 11:59 AM

Form Started By: Johnny Grimaldo Started On: 11/20/2019 01:18 PM

Final Approval Date: 11/21/2019

Pulse Number	Qty	Description	Published Options	Unpublished Options
WC-5	1	Rear Suspension - Liquid Spring	$10,250.00	
WC-6	1	Grill Guard Rhino	2995	
WC-10	1	Tint, cab windows, each $200	400	
WC-14	1	Wheel Simulators, Chrome finish	389	
WC-34	1	Power Door Locks - Module Entry Doors,W/Hidden Switch	1122	
WC-40	1	Super Loop entry step	536	
WC-55	1	Pass Through Opening	1250	
WC-56	3	Exterior compartment modification (each) $1,173 ea	3519	
WC-63	1	Power Door Locks - Exterior Compartments	1148	
WC-65	1	Compartment Lights - LED	1383	
WC-72	1	Lonplate II Flooring Choice - Mica, Gunmetal, Gunpowder, Midnight, Putty	560	
WC-100	8	Interior modification (each) $1,015 ea	8120	
WC-146	1	Utility Net - Head of Squad Bench - Color Choice: Red, Black, Yellow	809	
WC-148	1	Slide-Out Drawer, At Head of Squad Bench	615	
WC-155	1	Glove Butler (3) Total - Over Curbside Entry, Drop down Door	668	
WC-181	1	Attendant Seat - EVS Vac Form, 3-Point Belt W/ Child Seat, Swivel Base - Color Choice	862	
WC-190	1	Mermaid Refrigerator system	4590	
WC-199	1	Fire Research Intercom	675	
WC-246	1	Upgrade to M9 LED Warning Lights	5803	
WC-251	1	LED Scene and Load Lights	3850	
WC-265	1	Air Horns - Buell (2) Thru Bumper,F-Series,W/Tank & Compressor	1978	
WC-275	1	Dome Lights - Whelen 8" ,White Flng, LED ILOS,No Visible Fasteners	2595	
WC-286	1	Shore Inlet - Kussmaul Supe Auto-Eject, 20 amp	578	
WC-287	1	Additional Kussmaul Super Auto-Eject, 20Amp IATS	793	
WC-293	1	Inverter Charger - Vanner 1050W, With Indicator	2733	
WC-300	1	HVAC Aux Front Wall COOLBAR - Hoseline	4989	
WC-314	1	Stryker Power Load System	24500	
WC-325	1	O2 Cyl Lift - Zico 'OTS' Electric for 55"H, M,G,H, or K Cylinder,Left side motor	5728	
WC-326	1	Electric O2 System	1380	
WC-378	1	Rear Chevron - Non-reflective	2450	
WC-380	1	Custom Lettering/ Graphics	4500	
PAINT	1	Custom paint		3,103.00
CAMERA	1	Hanscom RV mirror camera system		995.00
Kool Kat AC	1	Kool Kat 110v AC in patient compt		3112

Base Bid	$148,332.00	
Published Options	$101,768.00	
Total Published Options	$250,100.00	
Unpublished Options	$7,210.00	2.88%
Total Options w/o HGAC Fee	$257,310.00	

3500 Shelby Lane
Denton, Texas 76207
GDN P115891
TXDOT MVD No. A115890
EIN 27-4333590

November 21, 2019

Mike Knipstein , EMS Director
Williamson County EMS
PO Box 873
Georgetown TX 78627

Proposal for (5) Type I Wheeled Coach Ambulance(s)

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to Williamson County EMS. The unit will comply with the specifications attached and made a part of this proposal. Unless otherwise specified, delivery and training are included FOB Williamson County EMS.

Description		Amount
WC, No. 24, (5) Ford F-450 Ambulance(s) ($ 257,310.00 ea) Ford Price guaranteed for 30 days. Delivery within 7.5-8.5 months of order date.	Vehicle Price	$ 1,286,550.00
	SUB TOTAL	**$ 1,286,550.00**
	H-GAC Ambulance AM10-18	$ 1,000.00
	Trade Allowance (4)	($ 56,000.00)
	TOTAL	**$ 1,231,550.00**

Additional. Delivery of the unit(s) is contingent upon chassis availability and signed work order confirmation by Williamson County EMS and Siddons-Martin Emergency Group.

This proposal includes trips for (3) Williamson County EMS employees to the factory for a final inspection of the completed unit(s).

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

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 agreement; (2) the date the performance of the service under the agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by 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.

Taxes. Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Cancellation. In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:
(A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
(B) 20% of the Purchase Price after completion of the approval drawings;
(C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance. In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of TX with venue in Williamson County, TX.. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

Gretchen Peters
Siddons-Martin Emergency Group, LLC

I, _____, the authorized representative of Williamson County EMS, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

_____
Signature & Date

Commissioners Court - Regular Session **42.**

Meeting Date: 11/26/2019

Authorize GeoPrime and Cedar Park Generator Proposals from Motorola Solutions, INC through H-GAC

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving two proposals between Motorola Solutions, INC and Williamson County for Geo-Redundant Simulcast Prime Project in the amount of $ 1,893,294.00 and the Cedar Park Generator Replacement Project in the amount of $130,110.00 pursuant to DIR Contract DIR-TSO-4101 and authorizing the execution of the agreements. The Generator replacement will be funded from 01-0507-0507-005000 Capital Outlay, and the Redundant Prime site is funded by Capital Project P529.

Background

The Geoprime site is to create the site redundancy in the Williamson County Radio Network in the event of a Prime Tower Site failure and the Cedar Park generator replacement is replacing a Tower generator in accordance with life expectancy utilizing the DIR Cooperative contract Number DIR-TSO-4101 for both projects. Both Proposals contain materials that have been marked as proprietary and/or confidential and will be disseminated, by secure measures, to the commissioners' court. Thomas Piche is the point of contact for this transaction. The Generator replacement will be funded from 01-0507-0507-005000 Capital Outlay, and the Redundant Prime site is a capital project P529. Funding was approved in the FY2020 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed agreements for both projects

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/21/2019 10:37 AM
County Judge Exec Asst.	Andrea Schiele	11/21/2019 12:00 PM
Form Started By: Johnny Grimaldo		Started On: 11/20/2019 01:54 PM
Final Approval Date: 11/21/2019		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR MOTOROLA SOLUTIONS SERVICES CONTRACT (GEO-REDUNDANT SIMULCAST PRIME PROJECT) (DIR-TSO-4101)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "CUSTOMER"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Motorola Solutions Inc.** (hereinafter "MOTOROLA"). Customer agrees to engage MOTOROLA as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

A. MOTOROLA Proposal/SOW, dated October 28, 2019;
B. Williamson County Contract Addendum; and
C. DIR-TSO-4101(and relevant terms and conditions contained therein).

II.

No Waiver of Sovereign Immunity or Powers: Nothing in the contracts relevant to this addendum will be deemed to constitute a waiver of sovereign immunity or powers

of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

No Assignment: MOTOROLA may not assign the contracts relevant to this addendum, without express written consent of the Williamson County Commissioners Court.

IV.

Compliance with All Laws: MOTOROLA agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Good Faith: MOTOROLA agrees to act in good faith in the performance of the contracts relevant to this addendum.

VI.

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

VII.

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 ninety (90) 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.

VIII.

Right to Audit: MOTOROLA agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of MOTOROLA which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. MOTOROLA agrees that Customer shall have access during normal working hours to all necessary MOTOROLA facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give MOTOROLA reasonable advance notice of intended audits. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola's business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

IX.

Proprietary Information and Texas Public Information Act: All material submitted to CUSTOMER shall become public property and subject to the Texas Public Information Act upon receipt. If a MOTOROLA does not desire proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. CUSTOMER will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the MOTOROLA, CUSTOMER may choose to place such information on CUSTOMER's website and/or a similar public database without obtaining any type of prior consent from the MOTOROLA.

To the extent, if any, that any provision in this Agreement or MOTOROLA's proposal(s) or quotes is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson

County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

X.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this addendum.

XI.

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

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature
Date:_____, 2019

MOTOROLA:

_____
Authorized Signature
Date: 11/13/19, 2019

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR MOTOROLA SOLUTIONS SERVICES CONTRACT (CEDAR PARK GENERATOR PROJECT) (DIR-TSO-4101)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "CUSTOMER"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Motorola Solutions Inc.** (hereinafter "MOTOROLA"). Customer agrees to engage MOTOROLA as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

A. MOTOROLA Proposal/SOW, dated October 28, 2019;
B. Williamson County Contract Addendum; and
C. DIR-TSO-4101(and relevant terms and conditions contained therein).

II.

No Waiver of Sovereign Immunity or Powers: Nothing in the contracts relevant to this addendum will be deemed to constitute a waiver of sovereign immunity or powers

of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

No Assignment: MOTOROLA may not assign the contracts relevant to this addendum, without express written consent of the Williamson County Commissioners Court.

IV.

Compliance with All Laws: MOTOROLA agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Good Faith: MOTOROLA agrees to act in good faith in the performance of the contracts relevant to this addendum.

VI.

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

VII.

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 ninety (90) 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.

VIII.

Right to Audit: MOTOROLA agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of MOTOROLA which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. MOTOROLA agrees that Customer shall have access during normal working hours to all necessary MOTOROLA facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give MOTOROLA reasonable advance notice of intended audits. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola's business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

IX.

Proprietary Information and Texas Public Information Act: All material submitted to CUSTOMER shall become public property and subject to the Texas Public Information Act upon receipt. If a MOTOROLA does not desire proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. CUSTOMER will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the MOTOROLA, CUSTOMER may choose to place such information on CUSTOMER's website and/or a similar public database without obtaining any type of prior consent from the MOTOROLA.

To the extent, if any, that any provision in this Agreement or MOTOROLA's proposal(s) or quotes is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson

County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

X.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this addendum.

XI.

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

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature
Date:_____, 2019

MOTOROLA:

11/13/19
_____
Authorized Signature
Date: 11/13/19, 2019

Commissioners Court - Regular Session **43.**

Meeting Date: 11/26/2019

River Ranch County Park – Prime Change Order #4

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 the River Ranch County Park Phase 1 Project, P315, Change Order #4 from Prime Construction Company, Inc in the amount of $384,847.27 to approve electrical utility scope changes from overhead to underground service. This change order is being funded by the Owner Contingency.

Background

With the recent acquisition of the McCray Tract (approximately 343 acres), adjacent to River Ranch County Park, it was determined that electrical utility service would transition from overhead to underground, requiring a redesign and modifications to original plans for electrical utility services installation by construction contractor.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Change Order 4

P315 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/20/2019 04:42 PM
Form Started By: Gina Wrehsnig		Started On: 11/20/2019 10:18 AM
Final Approval Date: 11/20/2019		

PRIME CONSTRUCTION COMPANY, INC.

WWW.PCCIUSA.COM 20907 Martin Ln Pflugerville, TX 78660 (office) 512.244.7799 (fax) 512.990.9886

River Ranch County Park Phase 1 Development
Change Order No. 04

This Change Order Estimate includes the following modifications to the scopes of work originally contracted for the subject project between **Ritter – Botkin Prime Construction Company Inc.** (Contractor) **Williamson County** (Owner):

SCOPE:
Furnish and install all materials, tools and labor required for the following scopes of work:

1. Change Event #09: PEC – Underground Electric **$406,246.00**

Furnish and install primary conduit and sectionalizing cabinets per PEC Underground Primary PDF dated 10-4-19

Inclusions:

- Cut, back-fill and compact 8,625 L.F. of primary trench
- Furnish and install 8,625 L.F. of primary conduit
- Furnish and install (15) primary sectionalizing cabinets
- Furnish and install (19) pads
- Revegetate disturbed areas
- Road sleeves
- New service rack w/ 200amp meter and fused disconnect at Day Use Pavilion
- Temporary powered to permanent fixtures for finishes
- L.F. of trench and conduit not to exceed amount shown in this change order; L.F. to be field verified upon completion

Exclusions:

- Primary wire
- PEC expenses
- Removal of existing pole
- Pole riser with weather head

Note:

- Time Adjustment Requested: 135 days
- If approved by 11/30/19

WWW.PCCIUSA.COM 20907 Martin Ln Pflugerville, TX 78660 (office) 512.244.7799 (fax) 512.990.9886

2. Change Event #29: Coiling Overhead Door Motor **$3,089.90**

Furnish and install (1) motor for rolling door

Inclusions:

- Conduit from panel to rolling door motor
- Stub up conduit for push button station
- Stub up conduit for (2) photo eyes
- Pull and terminate wire

3. Change Event #047: Owner Credit – Water Meters, Type J Signage **<$24,488.63>**

Provide credit for all water meters and type J signage

Inclusions:

- Bid Item 107: Site Marker - Trails, including post and footing
- Bid Item 148: 1 1/2" Water Meter (Irrigation)
- Bid Item 149: 1" Water Meter (Irrigation)
- Bid Item 164: 1" Water Meter (Domestic)
- Bid Item 165: 5/8" Water Meter (Domestic)

This Change Order shall constitute full and final negotiations for the said scope of work with no assumptions, additional obligations, or promises made other than what is strictly written within this document. This instrument cannot and does not change, modify, or exclude any terms within the original contract entered into previously by both parties unless specifically stated above. This change order will only become effective, in whole, with signatures from both parties noted below.

PRIME CONSTRUCTION COMPANY, INC.

WWW.PCCIUSA.COM 20907 Martin Ln Pflugerville, TX 78660 (office) 512.244.7799 (fax) 512.990.9886

Current Contract Amount: $ 12,146,814.26

Change Order 04: $ 384,847.27

New Contract Amount: $ 12,531,661.53

Williamson County

_____
Signature / Date

_____
Printed Name

Prime Construction Company Inc.

BR 11-15-19
Signature / Date

Brian Ritter
Printed Name

Design Workshop

_____
Signature / Date

_____
Printed Name

Williamson County - Job Cost Tracking Log

Project: P315 / P351 - Roads
River Ranch County Park Phase I

Change Order: #1, #2, #3, #4

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	Funding Breakdown		Total Updated Contract Amount
				Cost of Work	Owner Contingency	
Contract			365	$ 11,040,192.26	$ 2,000,000.00	$ 13,040,192.26
1	12/11/2018	Contractor	90	$ 763,953.00	$ (763,953.00)	$ 13,040,192.26
2	4/2/2019	Owner	0	$ 91,115.00	$ (91,115.00)	$ 13,040,192.26
3	9/30/2019	Contractor	0	$ 251,554.00	$ (251,554.00)	$ 13,040,192.26
4	11/26/2019	Owner	0	$ 42,043.16	$ (42,043.16)	$ 13,040,192.26
4	11/26/2019	Owner	135	$ 384,847.27	$ (384,847.27)	$ 13,040,192.26
5						$ 13,040,192.26
6						$ 13,040,192.26
7						$ 13,040,192.26
8						$ 13,040,192.26
9						$ 13,040,192.26
10						$ 13,040,192.26
11						$ 13,040,192.26
12						$ 13,040,192.26
13						$ 13,040,192.26
14						$ 13,040,192.26
15						$ 13,040,192.26
16						$ 13,040,192.26
17						$ 13,040,192.26
18						$ 13,040,192.26
19						$ 13,040,192.26
20						$ 13,040,192.26
21						$ 13,040,192.26
22						$ 13,040,192.26
23						$ 13,040,192.26
24						$ 13,040,192.26
25						$ 13,040,192.26
26						$ 13,040,192.26
27						$ 13,040,192.26
			590	**$ 12,573,704.69**	**$ 466,487.57**	**$ 13,040,192.26**

Commissioners Court - Regular Session **44.**

Meeting Date: 11/26/2019

Pedernales Electrical Cooperative – River Ranch County Park

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 approving a Utility Easement, Underground Agreement and Quote between Williamson County and Pedernales Electrical Cooperative, Inc. related to utilities for the River Ranch County Park Project.

Background

With the recent acquisition of the McCray Tract (approximately 343 acres), adjacent to River Ranch County Park, it was determined that electrical utility service would transition from overhead to underground, requiring a redesign by PEC. This action considers the revised utility easement, new underground agreement and quote for the redesign and installation/construction of PEC's portion of the revised utility service. The remainder of the underground utility installation will be considered in a separate agenda item.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PEC Quote

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/21/2019 09:39 AM
Form Started By: Gina Wrehsnig		Started On: 11/20/2019 10:17 AM
Final Approval Date: 11/21/2019		

Pedernales Electric Cooperative
10625 W. Hwy 29 • P.O. Box 2048
Liberty Hill, Texas 78642
pec.coop

QUOTE: 213726

Order Date: 11/06/2019
Terms: Due Upon Receipt
Expire Date: 02/06/2020

WILLIAMSON COUNTY
3151 SE INNER LOOP STE B
GEORGETOWN TX 78626-6343

Account: 908074

Description: WO 127910 1751 CR 282- OVERHEAD
WO 127912 1751 CR 282- UNDERGROUND
WO 132864 1751 CR 282- REMOVAL

Instructions: We look forward to beginning your project. We have enclosed an Electric Utility Easement and Underground Agreement. Please complete the required documents and have the Utility Easement notarized. Please return the originals with your payment. Once the payment and documents are received, then construction will be scheduled. Please keep a copy for your records. If you have any questions, please contact your designer Brian Slaton or the Liberty Hill Planning Department at 877-372-0391 opt 8.

CATALOG ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
CIAC-LINE EXTEN	Total Construction-Overhead	1.000	EA	3,755.2200	3,755.22	
CIAC-LINE EXTEN	Total Construction-Underground	1.000	EA	50,423.4100	50,423.41	
CIAC-LINE EXTEN	Total Construction-Removal	1.000	EA	1,432.6300	1,432.63	
PEC CONTRIBUTI	PEC Contribution	-1.000	EA	13,568.1000	-13,568.10	

MESSAGES

Direct Inquiries to:
Liberty Hill Planning Department
1-877-372-0391, option 8
Fax: 512-778-6754
PECLibertyHillPlanning@peci.com

TOTAL ORDER AMOUNT: $ 42,043.16

UTILITY EASEMENT

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF Williamson §

That Williamson County (Company Name) By

and through _____ (Printed Name) in the capacity of _____ (Title) and not individually, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of ONE DOLLAR ($1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC. of Johnson City, Texas, have granted, sold, and conveyed and by these presents do grant, sell, and convey unto Pedernales Electric Cooperative, Inc. an EXCLUSIVE easement and right-of-way as hereinafter described for the purpose of an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances (including, without limitation, poles made of wood, metal or other materials, telecommunication wires, props, guys, and anchors) and an underground electric distribution system consisting of a variable number of underground cables and all necessary or desirable appurtenances (including, without limitation, conduits, primary cables, secondary conductors, enclosures, concrete pads, ground rods, ground clamps, transformers, cable terminators, cable riser shields, cutouts, and lightning arrestors overground) over, across and upon the following described lands located in Williamson County, Texas, to-wit:

Work Order No.: 127910,127912

Being a 1011.979 acre tract of land, more or less, comprised of 670.364 acres out of the Joseph M. Glasscock Survey, Abstract No. 254; 325.352 acres out of the John Ingram Survey, Abstract No. 335 and 16.263 acres out of the Henry Field Survey, Abstract No. 233, Williamson County, Texas. Said tract being more particularly described on document Deed No. 2008070649. Said Tract being known as River Ranch County Park.

Location of right-of-way and easement herby conveyed shall be limited to a strip of land twenty (20) feet in width, being ten (10) feet on each side of the centerline of the facilities as built with guying easements as needed, **or** as indicated on Exhibit "A", attached hereto and incorporated herein for all pertinent purposes.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines or cable and appurtenances; the right to place new or additional cable or cables in said system and to change the sizes thereof; the right to relocate within the limits of said right-of-way or system; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or system or their appurtenances; the right to place temporary structures for use in constructing or repairing said system.

Property Owner Name: Williamson County, Texas.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

Grantor, Grantor's heirs and legal representatives bind themselves to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc. their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand this _____ day of _____, 20_____.

_____
(Printed Name of Corporation or Business Name)

BY _____
(Printed Name and Title)

_____
(Signature)

(NOTARIZE ON BACK)

THE STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME, the undersigned authority, on this day personally appeared

_____, acting on behalf of _____
(Printed Name) (Printed Corporate or Business Name)

and known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same on behalf of said Business or Corporation for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of

_____, 20_____.

_____
Notary Public in and for
The State of Texas

Please Return to:

UNDERGROUND AGREEMENT

PEDERNALES ELECTRIC COOPERATIVE, INC.

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

WHEREAS, Williamson County, Texas

(hereinafter called Developer) is desirous that electric service to River Ranch County Park
1751 CR 282
be served by an underground electrical distribution system as shown on Exhibit A.

WHEREAS, Pedernales Electric Cooperative, Inc. (hereinafter called PEC) will install a portion of said underground electric distribution system and Developer will install a portion of said system;

NOW, THEREFORE, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, Developer and PEC hereby agree as follows:

1. Developer will provide the trench, purchase and install the conduits, concrete transformer pads, above ground sectionalizing enclosures, sectionalizing enclosure pads, secondary enclosures or pads, ground rods, ground rod clamps, cap ends of all conduits, install approved pulling cord in conduits, and electric caution tape in accordance with plans and specifications.

2. PEC will invoice the Developer for the installed cost of primary and secondary URD cable in accordance with plans and specifications, including primary termination equipment. PEC shall provide, at its discretion, either transformer termination cabinets or transformers at each transformer pad as cable is installed.

3. If agreement and payment are not returned within ninety (90) days, a new cost estimate will be generated to reflect current material costs.

4. PEC, through its inspections, will ascertain that the plans and specifications are complied with during all phases of construction. In the event PEC finds any part of said system that has not been completed in accordance with the plans and specifications, PEC shall notify Developer of any such deficiencies. Notification shall be given three (3) days prior to commencement of initial trenching.

5. Developer will correct any and all deficiencies within ninety (90) days of notification from PEC.

6. Developer will show proof that the labor and materials installed have been paid in full and that all liens against said labor and materials are released.

7. Developer will furnish PEC easement rights as required for the purpose of operation and maintenance of said underground electrical system. Developer will ensure that all conduits, pads, etc. are installed within said easement and, thereby, assumes responsibility for the placement of all pads.

8. Developer hereby agrees to save and hold PEC harmless from any and all claims, judgments, causes of action, or any other type damages which may arise or result, either directly or indirectly, from any of the actions connected with the installation of said electrical distribution system.

9. Developer shall instruct all lot owners in the sections covered by this agreement who will be served by the underground system that they shall install a 3" conduit, in accordance with PEC

specifications, from a stub or pad, installed by the utility contractor, to a meter socket located on the residence, or meter pedestal, and that PEC shall be notified before installation begins.

10. PEC agrees that it will complete the system as an underground electrical distribution system in segments as required to furnish electrical service to qualified applicants in said sections provided Developer has completed its part of said system in accordance with this agreement.

11. All applications for service will be subject to the policies established by PEC which are in effect at the time the applications for electric service are made.

12. After Developer and the individuals applying for electric service have completed their portions of the underground electric installation in accordance with all PEC requirements, PEC will complete said portion of the electric underground facility by installing, when appropriate, transformers, terminations, and cable.

13. Any changes to the electrical system required because of re-subdivision by present or future owner shall be at the sole expense of the party desirous of the re-subdivision.

14. Upon completion and inspection of the underground electric facility, Developer agrees, in accordance with PEC's Tariff, that PEC shall at all times have complete ownership and control of the entire electric underground distribution system without any obligation to refund any part of the contribution made by the Developer and that the underground electric system shall be and become the property of Pedernales Electric Cooperative, Inc., upon the completion of the terms outlined above. Further, Developer hereby grants, gives and transfers the conduit and related electrical equipment to PEC free from any lien, security interest or other encumbrance.

15. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, exclusive of conflicts of law provisions.

Executed in duplicate originals this _____ day of _____, _____.

[NAME OF DEVELOPER]

_____

BY: _____

Name: _____

Title: _____

Pedernales Electric Cooperative, Inc.

BY: _____

Name: _____

Title: _____

Exhibit A

DESCRIPTION AND LOCATION OF FACILITIES

Commissioners Court - Regular Session **45.**

Meeting Date: 11/26/2019

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	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/28/2019 08:46 AM
Form Started By: Vicky Edwards		Started On: 10/25/2019 04:51 PM
Final Approval Date: 10/28/2019		

Commissioners Court - Regular Session **46.**

Meeting Date: 11/26/2019

Road & Bridge Budget Transfer

Submitted By: Emmeline Hawkins, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a Road & Bridge budget transfer to move $201,000 to a new project CR 375 (P497) from CR 314 (P485). Also, to move $648,000 to a new project Durham Park Subdivision (P498) from Chandler Creek Subdivision 6A, 6B, 6C (P488) of $552,188 and South San Gabriel Ranch Subdivision (P489) of $95,812.

Background

This agenda item is to allocate funds into two new projects: CR 375 and Durham Subdivision. The funding for these projects comes from underruns on existing projects: CR 314 (P485), Chandler Creek Subdivision 6A, 6B, 6C (P488) and South San Gabriel Ranch Subdivision (P489).

CR 375 has seen accelerated deterioration due to being used more often as a result of frontage road conversion work on IH-35. The Durham Park Subdivision lacks pavement structure and needs rehabilitation.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/19/2019 04:18 PM

Form Started By: Emmeline Hawkins Started On: 11/19/2019 03:47 PM

Final Approval Date: 11/19/2019

Commissioners Court - Regular Session **47.**

Meeting Date: 11/26/2019

1805-229 CR 279 (Bagdad Road) at River Ranch Park Road Change Order No. 1

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of $53,416.00 for CR 279 (Bagdad Road) at River Ranch Park Road (Champion Site Prep), a Road Bond project in Commissioner Pct. 2. P: 438 Funding Source: Road Bond.

Background

This Change Order adds new bid items and adjusts quantities for the utility construction inside River Ranch Park. This Change Order adds a service meter and replaces DR-18 pipe with DR-14 pipe for the 12" water line inside the park. This Change Order compensates the Contractor for additional work and material in order to connect the 12" water line to the water line installed by others at the west end of the park road. This Change Order adds an irrigation stub-out on the 12" water line and 4" PVC sleeves under the roadway for future irrigation needs inside the park. This Change Order also replaces the Type 1 communication ground boxes with Type D ground boxes per RFI 6 response. Type D ground boxes are available at a lower cost and still meet the project requirements.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1805-229 Cr 279 (Bagdad Road) at River Ranch Park Road CO No 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/21/2019 11:52 AM
Form Started By: Dawn Haggard		Started On: 11/20/2019 11:09 AM
Final Approval Date: 11/21/2019		

Received
NOV 13 2019
PSI
Received
NOV 14 2019
HNTB Corporation
Round Rock
Received
NOV 07 2019
HNTB Corporation
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Project:	*1805-229*
Roadway:	**Bagdad Road at CR 278**
CSJ Number:	

1. CONTRACTOR: **Champion Site Prep**
2. Change Order Work Limits: Sta. **10+00** to Sta. **34+48**
3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)
4. Reasons: **1A & 3F** (3 Max. - In order of importance - Primary first)
5. Describe the work being revised:

1A: Design Error or Omission. Incorrect PS&E. This change order adds new bid items for the design revision to add a service meter to the 12" waterline. This change order also replaces the DR-18 waterline pipe called for in the plans with a DR-14 pipe inside the park. **3F: County Convenience. Additional work desired by the County.** This change order adds new bid items for the connection of 12" waterline to the waterline installed by others at the west end of the park road, for additional tapping saddle for landscape irrigation, and 4" PVC sleeves under roadway for future irrigation and electrical needs in the park. This change order also replaces the Type 1 ground box with a Type D ground box for the communication line along the park road.

6. Work to be performed in accordance with Items: **See attached.**
7. New or revised plan sheet(s) are attached and numbered: **Water line Sheet L7, L8 and ITS-8**
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date

By

Typed/Printed Name Brandon Tanner

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$53,416.00**

RECOMMENDED FOR EXECUTION:

P.E. 11/12/19
Project Manager Date

N/A
Design Engineer Date

11/19/2019
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1 ***Project # 1805-229***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
510-1	12" PVC DR-18 C900 ALL DEPTHS INCLUDING EXCAVATION AND BACKFILL, COMPLETE AND IN PLACE	LF	$72.90	2,550.00	$185,895.00	(2,450.00)	100.00	$7,290.00	($178,605.00)
510-4	12" PVC DR-14 C900 ALL DEPTHS INCLUDING EXCAVATION AND BACKFILL, COMPLETE AND IN PLACE	LF	$77.15	0.00	$0.00	2,450.00	2,450.00	$189,017.50	$189,017.50
510-5	CONNECT TO PARK WATERLINE (12"), COMPLETE AND IN PLACE	LS	$3,173.50	0.00	$0.00	1.00	1.00	$3,173.50	$3,173.50
510-6	TAPPING FOR IRRIGATION SERVICES	LS	$3,850.00	0.00	$0.00	1.00	1.00	$3,850.00	$3,850.00
520-3	6" SERVICE METER INSTALLATION W/ METER VAULT	LS	$32,340.00	0.00	$0.00	1.00	1.00	$32,340.00	$32,340.00
624-6014	GROUND BOX TY 1 (122422) W/ APRON	EA	$4,212.00	4.00	$16,848.00	(4.00)	0.00	$0.00	($16,848.00)
624-6010	GROUND BOX TY D (162922)W/APRON	EA	$1,351.00	0.00	$0.00	8.00	8.00	$10,808.00	$10,808.00
510-WC01	SLEEVES FOR FUTURE IRRIGATION (4")	LS	$9,680.00	0.00	$0.00	1.00	1.00	$9,680.00	$9,680.00
TOTALS					$202,743.00			$256,159.00	$53,416.00

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

Bagdad Road at CR 278
Williamson County Project No. 1805-229

Change Order No. 1

Reason for Change

This Change Order adds new bid items and adjusts quantities for the utility construction inside the River Ranch Park. The following are the reasons for the changes:

Water Line: This Change Order adds a service meter and replaces DR-18 pipe with DR-14 pipe for the 12” waterline inside the park as required by the Engineer. This Change Order compensates the Contractor for additional work and material, in order to connect the 12” waterline to the waterline installed by others at the west end of the park road. This Change Order adds an irrigation stub-out on the 12” waterline and 4” PVC sleeves under the roadway for future irrigation needs inside the park.

Communication Line: This Change Order also replaces the Type 1 ground boxes with Type D ground boxes per RFI 6 response. Type D ground boxes are available at a lower cost and still meet the project requirements.

Following is a summary of the new items required for this Change Order:

ITEM	DESCRIPTION	QTY	UNIT
510-4	12" PVC DR-14 C900 ALL DEPTHS INCLUDING EXCAVATION AND BACKFILL, COMPLETE AND IN PLACE	2450	LF
510-5	CONNECT TO PARK WATERLINE (12"), COMPLETE AND IN PLACE	1	LS
510-6	TAPPING FOR IRRIGATION SERVICES	1	LS
520-3	6" SERVICE METER INSTALLATION W/ METER VAULT	1	LS
510-WC01	SLEEVES FOR FUTURE IRRIGATION (4”)	1	LS
624-6010	GROUND BOX TY D (162922)W/APRON	8	EA

This Change Order results in an increase of $53,416.00 to the Contract amount, for an adjusted Contract total of $3,012,416.00. The original Contract amount was $2,959,000.00. Because of this Change Order, $53,416.00 has been added to the Contract, resulting in a 1.8% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation
James Klotz, P.E.

Backup Calculation for CO#1 Item 510-1 and 510-4

The original contract includes a bid item for Class DR-18 PVC pipe. Per discussion with the City of Liberty Hill, DR-18 pipe is acceptable for the city side of the main (100LF), but the waterline engineer confirmed that Class DR-14 is required for the waterline inside the county park (approximately 2450LF). The attached quotes from the material supplier indicate that the material cost of DR-14 pipe is $4.25 per foot higher than DR-18 pipe. The bid price to install DR-18 pipe is $72.90. The submitted price for DR-14 pipe is $72.90 + $4.25 = $77.15.

Item	Unit Rate	Quantity	Item Cost
12” PVC DR-18 Waterline	$72.90	-2,450 LF	-$178,605.00
12” PVC DR-14 Waterline	$77.15	2450 LF	$189,017.50
Difference			$10,412.50

510-9

Feng Chen

From: Clayton Weber
Sent: Thursday, March 28, 2019 7:51 AM
To: Feng Chen
Subject: FW: CR 279

See below

Clayton K. Weber
Construction Manager
Tel (512) 539-9342 **Email** cweber@hntb.com

From: Brandon Tanner <brandon@idigdirt.com>
Sent: Wednesday, March 27, 2019 5:33 PM
To: Clayton Weber <cweber@HNTB.com>
Subject: Re: CR 279

I misquoted on my end. This is the correct amount.

On Wed, Mar 27, 2019 at 5:24 PM Clayton Weber <cweber@hntb.com> wrote:

> You previous request was for $4.75. This difference is $4.25. Let me know what's in the last 0.50 cents.
>
> **Clayton K. Weber**
>
> Construction Manager
>
> **Tel** (512) 539-9342 **Email** cweber@hntb.com
>
> ---
>
> **From:** Brandon Tanner <brandon@idigdirt.com>
> **Sent:** Wednesday, March 27, 2019 2:44 PM
> **To:** Clayton Weber <cweber@HNTB.com>; Feng Chen <fechen@HNTB.com>
> **Subject:** CR 279
>
> Clayton/Feng, Here is the breakout showing the difference in the cost of waterline pipe. Please let me know if you need anything else.
>
> **Brandon Tanner | Sr. Project Manager | O: 512-863-3453**
>
> **C: 512-966-5532**

CHAMPION SITE PREP, INC.

WE'LL MOVE THE EARTH FOR YOU

This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.

Bid Proposal for Copy of CR279 AT RIVER RANCH COUNTY PARK ROAD

Bid #: 882047

Seq#	Qty	Description	Units	Price	Ext Price
420		**WATER**			
440		**12" PVC DR18**			
450	2540	12 C900 DR14 PVC PIPE (G) BLU 20' PC305	FT	18.87	47,929.80
460	3	12 DETECTABLE TAPE WATER	EA	100.00	300.00
470	1	12 MJ 45 C153 IMP	EA	130.55	130.55
480	12	12 MJ 22-1/2 C153 IMP	EA	114.10	1,369.20
490	8	12 MJ 11-1/4 C153 IMP	EA	107.10	856.80
500	2	12X10 MJ RED C153 IMP	EA	82.95	165.90
510	1	12 MJ CAP C153 IMP	EA	63.35	63.35
520	45	12 PVC 4012P STARGRIP RESTRNT W/ACC C900-PVCPK4012	EA	95.44	4,294.80
530	2	10 3010P DI STARGRIP RESTR (I) W/ACC - SGDPPK10	EA	61.65	123.30
540	8	UFR1390-C-12-I BELL HARNESS C900/D1 PIPE TO PIPE IMP	EA	109.76	878.08
				SUBTOTAL	**56,111.78**
560		**12" GATE VALVE**			
570	3	12 AFC 2512MM MJ RW GV OL L/A DI BODY	EA	1,444.20	4,332.60
580	6	12 MJ REGULAR ACC SET	EA	34.47	206.82
590	3	C5 AUSTIN VALVE BOX BASE ONLY CITY OF AUSTIN SPEC IMPORT	EA	34.37	103.11
600	3	C6 AUSTIN VLV BOX PAVING RING CITY OF AUSTIN SPEC IMPORT	EA	16.11	48.33
610	3	C7 AUSTIN VALVE BOX WATER LID CITY OF AUSTIN SPEC IMPORT	EA	10.13	30.39
620	9	6 TJ CL50 PR350 DI PIPE	FT	15.83	142.47
				SUBTOTAL	**4,863.72**
640		**2" AIR RELEASE VALVE**			
650	1	317-143214-000 12X2IP SADDLE EPOXY W/304SS STRAPS 12.62-14.32 OD	EA	107.05	107.05
660	1	FB1100-7GNL 2 BALLCORP MIPXGJ (CTS) (NO LEAD)	EA	236.76	236.76
670	100	2X100' CTS PE TUBING 200PSI PE3408 NSF SDR-9 D2737	FT	1.41	141.00
680	2	#55 2 SS INSERT F/CTS PE	EA	2.29	4.58
690	1	C84-77G 2 CPLG MIPXGJCTS	EA	75.94	75.94
700	1	B11-777-HT67SNL 2 BALL CURB W/INTEGRAL LEVER HANDLE NO LEAD	EA	259.54	259.54
710	1	2X4 BRASS NIPPLE NO LEAD (I)	EA	14.04	14.04
720	1	2 945 KIN COMB AIR VLV 150PSI FIPT-150PSI-EMPIRE	EA	481.97	481.97
730	1	2 GALV STREET 90 BEND MIPXFIP	EA	16.67	16.67
740	1	2X6 STD GALV NIPPLE	EA	4.40	4.40
750	1	411-023801-003 2X5 STL CPLG 2.38 OD EPOXY W/GALV B&N	EA	50.40	50.40
760	1	2X12 STD GALV NIPPLE	EA	9.65	9.65
770	1	2 STD GALV 90 BEND FIPXFIP	EA	12.51	12.51
780	1	2X36 STD GALV NIPPLE	EA	33.01	33.01
790	1	2" MUSHROOM STYLE VENT CAP F/2" AIR VALVE APCO	EA	14.63	14.63
800	1	3'X3'X3' CONCRETE RISER	EA	360.00	360.00
810	1	H-2O RATED LID 36"X36"	EA	1,995.56	1,995.56
				SUBTOTAL	**3,817.71**
830		**FIRE HYDRANT**			
840		**QUOTING PER DETAIL**			
850	5	12X6 MJ ANCH TEE C153 IMP	EA	152.60	763.00
860	10	12 PVC 4012P STARGRIP RESTRNT W/ACC C900-PVCPK4012	EA	95.44	954.40
870	5	6 MJ REGULAR ACC SET L/GLAND	EA	14.39	71.95

Bid Proposal for CR279 AT RIVER RANCH COUNTY PARK ROAD

Bid #: 678182

Seq#	Qty	Description	Units	Price	Ext Price
470		**WATER**			
490		**12" PVC DR18**			
500	2540	12 C900 DR18 PVC PIPE (G) BLU PC235	FT	14.62	37,134.80
510	3	12 DETECTABLE TAPE WATER	EA	100.00	300.00
520	1	12 MJ 45 C153 IMP	EA	130.55	130.55
530	12	12 MJ 22-1/2 C153 IMP	EA	114.10	1,369.20
540	8	12 MJ 11-1/4 C153 IMP	EA	107.10	856.80
550	2	12X10 MJ RED C153 IMP	EA	82.95	165.90
560	1	12 MJ CAP C153 IMP	EA	63.35	63.35
570	45	12 PVC 4012P STARGRIP RESTRNT W/ACC C900-PVCPK4012	EA	95.44	4,294.80
580	2	10 3010P DI STARGRIP RESTR (I) W/ACC - SGDPPK10	EA	61.65	123.30
590	8	UFR1390-C-12-I BELL HARNESS C900/D1 PIPE TO PIPE IMP	EA	109.76	878.08
				SUBTOTAL	**45,316.78**
610		**12" GATE VALVE**			
620	3	12 AFC 2512MM MJ RW GV OL L/A DI BODY	EA	1,444.20	4,332.60
630	6	12 MJ REGULAR ACC SET	EA	34.47	206.82
640	3	C5 AUSTIN VALVE BOX BASE ONLY CITY OF AUSTIN SPEC IMPORT	EA	34.37	103.11
650	3	C6 AUSTIN VLV BOX PAVING RING CITY OF AUSTIN SPEC IMPORT	EA	16.11	48.33
660	3	C7 AUSTIN VALVE BOX WATER LID CITY OF AUSTIN SPEC IMPORT	EA	10.13	30.39
670	9	6 TJ CL50 PR350 DI PIPE	FT	15.83	142.47
				SUBTOTAL	**4,863.72**
690		**2" AIR RELEASE VALVE**			
700	1	317-143214-000 12X2IP SADDLE EPOXY W/304SS STRAPS 12.62-14.32 OD	EA	107.05	107.05
710	1	FB1100-7GNL 2 BALLCORP MIPXGJ (CTS) (NO LEAD)	EA	236.76	236.76
720	100	2X100' CTS PE TUBING 200PSI PE3408 NSF SDR-9 D2737	FT	1.41	141.00
730	2	#55 2 SS INSERT F/CTS PE	EA	2.29	4.58
740	1	C84-77G 2 CPLG MIPXGJCTS	EA	75.94	75.94
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780	1	2 GALV STREET 90 BEND MIPXFIP	EA	16.67	16.67
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800	1	411-023801-003 2X5 STL CPLG 2.38 OD EPOXY W/GALV B&N	EA	50.40	50.40
810	1	2X12 STD GALV NIPPLE	EA	9.65	9.65
820	1	2 STD GALV 90 BEND FIPXFIP	EA	12.51	12.51
830	1	2X36 STD GALV NIPPLE	EA	33.01	33.01
840	1	2" MUSHROOM STYLE VENT CAP F/2" AIR VALVE APCO	EA	14.63	14.63
850	1	3'X3'X3' CONCRETE RISER	EA	360.00	360.00
860	1	H-2O RATED LID 36"X36"	EA	1,995.56	1,995.56
				SUBTOTAL	**3,817.71**
880		**FIRE HYDRANT**			
890		**QUOTING PER DETAIL**			
900	5	12X6 MJ ANCH TEE C153 IMP	EA	152.60	763.00
910	10	12 PVC 4012P STARGRIP RESTRNT W/ACC C900-PVCPK4012	EA	95.44	954.40
920	5	6 MJ REGULAR ACC SET L/GLAND	EA	14.39	71.95

510-5

CHAMPION SITE PREP

190 PRIVATE ROAD 917
GEORGETOWN, TX 78626
(512) 863-3453 / FAX (512) 863-3463

REQUEST FOR CHANGE ORDER

BRANDON@IDIGDIRT.COM

12" Water Tie In

DATE:	09/11/19	**JOB NAME:**	CR 279
TO:	HNTB	**ESTIMATOR:**	BT
ATTN:	Feng Chen	**LOCATION:**	Liberty Hill

	DESCRIPTION	QTY	UNIT	RATE	
	LABOR				
1.	Forman	10	HR	$35.00	$350.00
	Operator	10	HR	$24.00	$240.00
	Laborer	10	HR	$14.50	$145.00
	MATERIAL				
	12" Sleeves	2	EA	$125.00	$250.00
	MJ Fittings	4	EA	$50.00	$200.00
	EQUIPMENT				
	Excavator	5	HR	$205.00	$1,025.00
	Loader	5	HR	$135.00	$675.00
				Total:	$2,885.00
	OH/P	10	%	$288.50	$288.50

NOTE: Pricing above to connect 12" waterline as requested by HNTB. Anything not listed above is not included in price.
*Price valid for 30 days

TOTAL CREDIT: **$3,173.50**

ACCEPTANCE OF PROPOSAL- The above prices, specifications and conditions are satisfactory and are hereby accepted.

AUTHORIZED SIGNATURE

DATE OF ACCEPTANCE

510-6

CHAMPION SITE PREP

190 PRIVATE ROAD 917
GEORGETOWN, TX 78626
(512) 863-3453 / FAX (512) 863-3463

REQUEST FOR CHANGE ORDER

BRANDON@IDIGDIRT.COM

Irrigation Service

DATE:	09/05/19	**JOB NAME:**	CR 279
TO:	HNTB	**ESTIMATOR:**	BT
ATTN:	Feng Chen	**LOCATION:**	Liberty Hill

	DESCRIPTION	QTY	UNIT	RATE	
1.	Irrigation Service	1	LS	$3,500.00	$3,500.00
				Total:	$3,500.00
2.	OH/P	10	%	$350.00	$350.00
	Mateial			$1,500.00	
	Labor			$750.00	
	Equipment			$1,250.00	

NOTE: Pricing above install 2" irrigation service as requested. Price does not include meter.
Anything not listed above is not included in price.
*Price valid for 30 days

TOTAL CREDIT: **$3,850.00**

ACCEPTANCE OF PROPOSAL- The above prices, specifications and conditions are satisfactory and are hereby accepted.

AUTHORIZED SIGNATURE

DATE OF ACCEPTANCE

520-3

CHAMPION SITE PREP

190 PRIVATE ROAD 917
GEORGETOWN, TX 78626
(512) 863-3453 / FAX (512) 863-3463

REQUEST FOR CHANGE ORDER

BRANDON@IDIGDIRT.COM

6" Meter Assembly

DATE:	08/14/19	**JOB NAME:**	CR 279
TO:	HNTB	**ESTIMATOR:**	BT
ATTN:	Feng Chen	**LOCATION:**	Liberty Hill

	DESCRIPTION	QTY	UNIT	RATE	
1.	6" Meter Assembly	1	LS	$29,400.00	$29,400.00
				Total:	$29,400.00
2.	OH/P	10	%	$2,940.00	$2,940.00

NOTE: Pricing above includes price 6" meter assembly and vault. Price does not include meter. Anything not listed above is not included in price.
*Price valid for 30 days

TOTAL CREDIT: **$32,340.00**

ACCEPTANCE OF PROPOSAL- The above prices, specifications and conditions are satisfactory and are hereby accepted.

AUTHORIZED SIGNATURE

DATE OF ACCEPTANCE

STA. 25+14.38
INSTALL 6" OCTAVE ULTRASONIC METER PER CITY SPECIFICATIONS
1-VAULT

STA. 25+01.70
INSTALL 10" WATTS 709DCDA OR APPROVED EQUAL
1-VAULT

STA. 25+93.35
1-45° BEND

STA. 26+39.35
END 12" WATER LINE
END RESTRAINED JOINTS
CONNECT TO EXIST. WATER LINE
CONTRACTOR SHALL FIELD VERIFY LOCATION OF EXIST. LINE

EXIST. WATER VALVE
EXIST. 20 LF 12" PVC DR-18 STUB OUT

MATCHLINE STA. 25+00

PROPOSED ENTRY ROAD (BY OTHERS)

PROPOSED ENTRY ROAD (BY OTHERS)

PROPOSED 12" WATER LINE

EXIST. ROW LINE

PROP. ROW LINE

BAGDAD ROAD (CR 279)

CR 278

EXIST. 12" WATER LINE APPROX. LOCATION

ROW LINE

0 20 40 80
1"=40'

NOTES:

1. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES & ELEVATIONS BEFORE CONSTRUCTION.
2. CONTRACTOR SHALL FIELD VERIFY ALL PROPOSED UTILITY IMPROVEMENT LOCATIONS AND NOTIFY ENGINEER OF ANY CONFLICTS BEFORE CONSTRUCTION.
3. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY CONFLICTS WITH THE PROPOSED PLAN BEFORE CONSTRUCTION.
4. THE PROPOSED ENTRY ROAD GRADING, AND HIKE & BIKE TRAIL ARE BY OTHERS AND ARE SHOWN FOR INFORMATION PURPOSED ONLY.
5. WHERE STANDARD HORIZONTAL OR VERTICAL BENDS ARE NOT SPECIFIED, THE CONTRACTOR SHALL DEFLECT THE PIPE WITHIN THE TOLERANCES ALLOWED BY THE CITY, MANUFACTURER, OR AWWA, WHICHEVER ARE MORE STRINGENT.
6. CURRENTLY, THE CONSTRUCTION OF THE WATER LINE WITHIN THE PARK IS SCHEDULED TO OCCUR PRIOR TO THE CONSTRUCTION OF THE WATER LINE IN THIS CONTRACT. IF THE WATER LINE IN THIS CONTRACT IS TO BE INSTALLED AND PLACED INTO SERVICE PRIOR TO THE WATER LINE WITHIN THE PARK PROJECT, THE CONTRACTOR SHALL INSTALL AN AIR-RELEASE VALVE AT THE START OF THE WATER LINE AND INSTALL RESTRAINED JOINTS EXTENDING 137' FROM THE BEGINNING OF THE LINE.

STATE OF TEXAS
REYNALDO GONZALEZ, JR.
91803
LICENSED
PROFESSIONAL ENGINEER
5/18/18

EXISTING GROUND

PROPOSED GROUND

90.00' ~ 12" PVC C900 WATER LINE @ -9.93%

MIN 4' COVER

84.00' ~ 12" PVC C900 WATER LINE @ -0.64%

STA. 25+01.70
INSTALL 10" WATTS 709DCDA OR APPROVED EQUAL
FL 1025.31
STA. 25+14.38
INSTALL 6" OCTAVE ULTRASONIC METER PER CITY SPECIFICATIONS
1-VAULT
FL 1024.05

STA. 25+55.00
GRADE BREAK
FL 1020.01

STA. 26+39.35
END 12" WATER LINE
END RESTRAINED JOINTS
CONNECT TO EXIST. WATER LINE
CONTRACTOR SHALL FIELD VERIFY
DEPTH OF EXISTING LINE
FL 1019.52

25+00 26+00

REV	DATE	DESCRIPTION
1	4/24/19	ADDED MASTER METER

Binkley & Barfield, Inc.
consulting engineers
Texas Registration Number F-257
1611 CHISHOLM TRAIL RD, STE 250 ROUND ROCK, TEXAS 78681

WILLIAMSON COUNTY 1848

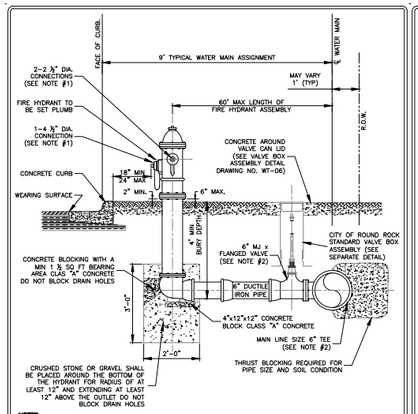
BAGDAD RD AT CR 278

WATER LINE

PLAN & PROFILE
STA. 25+00 TO END

SHEET L7 OF 29

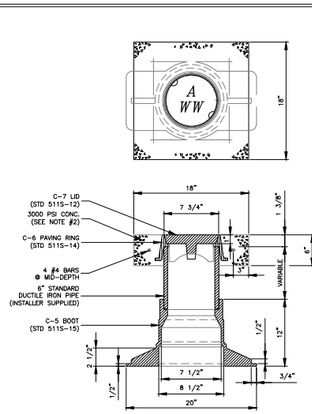
CIP



NOTES:

1. THREADS ON OUTLET NOZZLES SHALL BE NATIONAL STANDARD THREAD.
2. TEE MAY HAVE FLANGED OUTLET FOR M.J. X FLANGED GATE VALVE OR, ANCHOR (SWIVEL) TEE MAY BE USED WITH M.J. X M.J. GATE VALVE.
3. A BLUE REFLECTIVE DELINEATOR OF TYPE APPROVED BY THE ENGINEER SHALL BE PLACED 2 TO 3 FEET OFFSET FROM THE CENTERLINE OF PAVED STREETS OR PAVED ACCESS WAYS, ON THE SIDE OF AND IN LINE WITH, ALL NEWLY INSTALLED FIRE HYDRANTS.

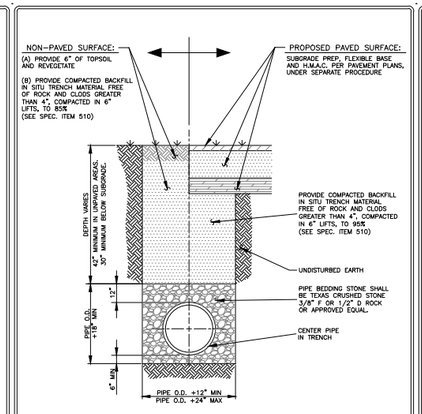
RECORD SIGNED COPY ON FILE AT PUBLIC WORKS	CITY OF ROUND ROCK	DRAWING NO: WT-05
APPROVED 04-01-10 DATE	FIRE HYDRANT ASSEMBLY DETAIL	
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL. (NOT TO SCALE)		ROUND ROCK, TEXAS



NOTES:

1. NUMBERED CASTINGS STANDARDS SHOWN IN PARENTHESES ARE REFERENCES TO THE CITY OF AUSTIN STANDARDS CRITERIA MANUAL.
2. DELETE CONCRETE @ REBAR WHEN VALVE IS WITHIN PAVED STREET.

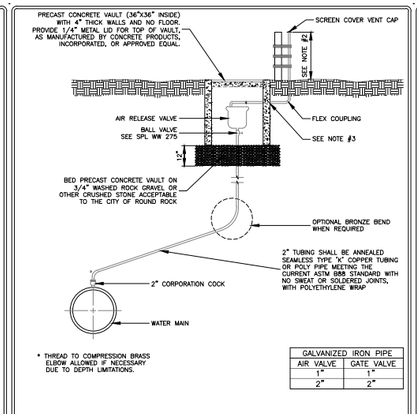
RECORD SIGNED COPY ON FILE AT PUBLIC WORKS	CITY OF ROUND ROCK	DRAWING NO: WT-06
APPROVED 04-01-10 DATE	VALVE BOX ASSEMBLY	
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL. (NOT TO SCALE)		ROUND ROCK, TEXAS



NOTE:

ALL TRENCHING AND TRENCH SAFETY SHALL COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS.

RECORD SIGNED COPY ON FILE AT PUBLIC WORKS	CITY OF ROUND ROCK	DRAWING NO: WT-08
APPROVED 12-04-15 DATE	WATERLINE BEDDING AND SURFACE REPAIR DETAIL (NON-PAVED & PROPOSED PAVED SURFACE)	
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL. (NOT TO SCALE)		ROUND ROCK, TEXAS

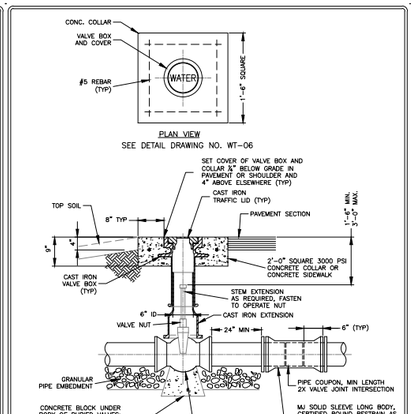


GALVANIZED IRON PIPE	
AIR VALVE	GATE VALVE
1"	1"
2"	2"

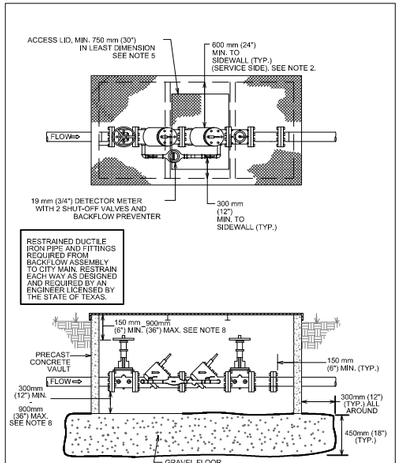
NOTES:

1. EXTERIOR SURFACES OF EXPOSED AIR VENT PIPE AND STEEL SUPPORT PIPE SHALL BE CLEANED, PREPPED, PRIMED AND PAINTED WITH RUST-OLEUM SAFETY BLUE ACRYLIC (#225402 PAINT, OR APPROVED EQUAL.
2. THE AIR VENT PIPE SHALL BE 5' MINIMUM IN HEIGHT AND SHALL BE SUPPORTED BY A 4" STEEL PIPE, WHICH IS TO BE SET IN 2500 P.S.I. CONCRETE, FILLED WITH CONCRETE AND SUPPORTED WITH 3 STAINLESS STEEL CLAMPS.
3. CONCRETE VAULT PENETRATION SHALL BE CORE BIT DRILLED. VOID SHALL BE FILLED BY PRESS-SEAL GASKET CORP. PSX RESILIENT CONNECTOR MEETING ASTM C923, OR APPROVED EQUAL.

RECORD SIGNED COPY ON FILE AT PUBLIC WORKS	CITY OF ROUND ROCK	DRAWING NO: WT-15
APPROVED 04-01-10 DATE	1" THRU 2" AIR RELEASE VALVE INSTALLATION DETAIL (UNDEVELOPED AREAS)	
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL. (NOT TO SCALE)		ROUND ROCK, TEXAS



RECORD SIGNED COPY ON FILE AT PUBLIC WORKS	CITY OF ROUND ROCK	DRAWING NO: WT-22
APPROVED 04-01-10 DATE	GATE VALVE DETAIL	
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL. (NOT TO SCALE)		ROUND ROCK, TEXAS

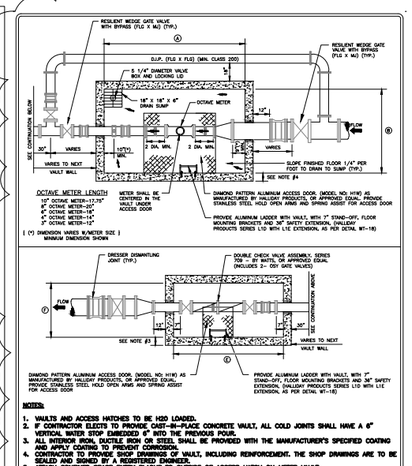


CITY OF AUSTIN WATER AND WASTEWATER UTILITY	STANDARD FIRE LINE INSTALLATION WITHOUT MASTER METER	STANDARD NO.
RECORD COPY SIGNED BY KATHI L FLOWERS 08/31/2011	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	520S-19C 1 OF 2

NOTES:

1. ALL BACKFLOW PREVENTION ASSEMBLIES SHALL HAVE LAB AND FIELD APPROVAL FROM THE UNIVERSITY OF SOUTHERN CALIFORNIA FOUNDATION FOR CROSS CONNECTION CONTROL AND HYDRAULIC RESEARCH.
2. ALL TEST PORTS SHALL BE DIRECTED UPWARD AND PLUGGED. TEST PORTS ARE LOCATED ON SERVICE SIDE. PLUGS SHALL BE NON-FERROUS.
3. BACKFLOW PREVENTION ASSEMBLIES SHALL BE INSTALLED IN THE UPRIGHT HORIZONTAL POSITION, UNLESS OTHERWISE APPROVED. BACKFLOW PREVENTION ASSEMBLIES SHALL NOT BE ROTATED ON THEIR AXIS.
4. CLEARANCE SHALL BE AS INDICATED,AND IN THE STANDARD CROSS CONNECTION ORDINANCES AND UCM.
5. ACCESS OPENING MUST BE LARGE ENOUGH TO REMOVE LARGEST PORTION OF BACKFLOW PREVENTER, BUT NOT LESS THAN 750 mm (30") IN LEAST DIMENSION.
6. TEST AND MAINTENANCE REPORT SHALL BE RECEIVED BY AUSTIN WATER UTILITY'S SPECIAL SERVICE DIVISION WITHIN 5 DAYS AFTER BEING INSTALLED.
7. VAULT SHALL NOT BE INSTALLED IN TRAFFIC AREA.
8. VAULT DEPTH MAY NOT EXCEED 1.8m (72"). BOTTOM OF LID TO TOP OF FLOOR.
9. HAND WHEELS SHALL BE HORIZONTALLY LOCATED WITHIN 300mm (12") OF ACCESS OPENING.
10. FOR ACCESS DOORS SEE SPL WW-614 OR APPROVED EQUAL (H20 LOADING REQUIRED).
11. FOR VAULT SEE SPL WW-298 OR APPROVED EQUAL (H20 LOADING REQUIRED).
12. VAULT PIPE WALL VOIDS SHALL BE SEALED WITH NON-SHRINK GROUT OR SEALANT PER SPL WW-146A OR APPROVED EQUAL.
13. THE TOP OF THE METER VAULT SHALL BE AT AN ELEVATION SUCH THAT THE SURROUNDING GROUND SLOPES AWAY FROM THE VAULT. ADDITIONAL DRAINAGE CONSIDERATION SUCH AS CONNECTION OF VAULT TO STORM SEWER, LATERAL DRAIN LINES FROM GRAVEL BED OR OTHER MEANS SHALL BE REQUIRED IF CONDITIONS CAUSE WATER TO COLLECT IN VAULT.

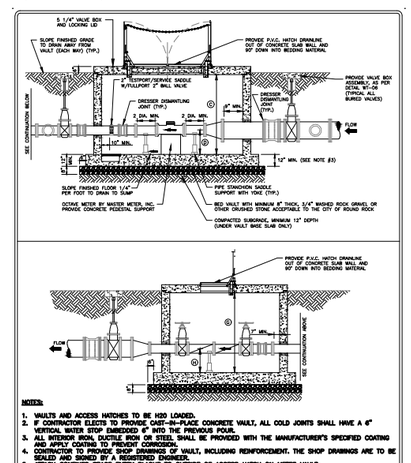
CITY OF AUSTIN WATER AND WASTEWATER UTILITY	STANDARD FIRE LINE INSTALLATION WITHOUT MASTER METER	STANDARD NO.
RECORD COPY SIGNED BY KATHI L FLOWERS 08/31/2011	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	520S-19C 2 OF 2



NOTES:

1. VAULTS AND ACCESS HATCHES TO BE H20 LOADED.
2. IF CONTRACTOR ELECTS TO PROVIDE CAST-IN-PLACE CONCRETE VAULT, ALL COLD JOINTS SHALL HAVE A 6" VERTICAL WATER STOP EMBEDDED 6" INTO THE PREVIOUS POUR.
3. ALL INTERIOR IRON, DUCTILE IRON OR STEEL SHALL BE PROVIDED WITH THE MANUFACTURER'S SPECIFIED COATING AND APPLY COATING TO PREVENT CORROSION.
4. CONTRACTOR TO PROVIDE SHOP DRAWINGS OF VAULT, INCLUDING REINFORCEMENT. THE SHOP DRAWINGS ARE TO BE SEALED AND SIGNED BY A REGISTERED ENGINEER.
5. ATTACH CONFINED SPACE ENTRY PLAQUE TO OUTSIDE OF ACCESS HATCH ON METER VAULT.

RECORD SIGNED COPY ON FILE AT T&BS DEPARTMENT	CITY OF ROUND ROCK	DRAWING NO: WT-20 (1 of 3)
APPROVED 03-01-18 DATE	3" TO 10" WATER METER ASSEMBLY DETAIL PLAN VIEW	
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL. (NOT TO SCALE)		ROUND ROCK, TEXAS



NOTES:

1. VAULTS AND ACCESS HATCHES TO BE H20 LOADED.
2. IF CONTRACTOR ELECTS TO PROVIDE CAST-IN-PLACE CONCRETE VAULT, ALL COLD JOINTS SHALL HAVE A 6" VERTICAL WATER STOP EMBEDDED 6" INTO THE PREVIOUS POUR.
3. ALL INTERIOR IRON, DUCTILE IRON OR STEEL SHALL BE PROVIDED WITH THE MANUFACTURER'S SPECIFIED COATING AND APPLY COATING TO PREVENT CORROSION.
4. CONTRACTOR TO PROVIDE SHOP DRAWINGS OF VAULT, INCLUDING REINFORCEMENT. THE SHOP DRAWINGS ARE TO BE SEALED AND SIGNED BY A REGISTERED ENGINEER.
5. ATTACH CONFINED SPACE ENTRY PLAQUE TO OUTSIDE OF ACCESS HATCH ON METER VAULT.

RECORD SIGNED COPY ON FILE AT T&BS DEPARTMENT	CITY OF ROUND ROCK	DRAWING NO: WT-20 (2 of 3)
APPROVED 03-01-18 DATE	3" TO 10" WATER METER ASSEMBLY DETAIL ELEVATION VIEW	
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL. (NOT TO SCALE)		ROUND ROCK, TEXAS

WATER METER VAULT SCHEDULE						
TAG NO.	DESCRIPTION	VAULT NO. 1 (2" METER)	VAULT NO. 2 (4" METER)	VAULT NO. 3 (8" METER)	VAULT NO. 4 (8" METER)	VAULT NO. 5 (10" METER)
A	MINIMUM VAULT LENGTH	6'-0"	6'-0"	8'-0"	9'-0"	12'-0"
B	MINIMUM VAULT WIDTH	4'-0"	4'-0"	6'-0"	6'-0"	6'-0"
C	MINIMUM VAULT HEIGHT	4'-0"	4'-0"	6'-6"	6'-6"	6'-6"
D	MINIMUM PIPE HEIGHT	18"	18"	24"	24"	24"
–	OCTAVE METER SIZE	2"	4"	6"	8"	10"
–	METER LAY LENGTH	12"	14"	18"	20"	17.75"
–	DOUBLE-LEAF ACCESS DOOR	42" x 42"	42" x 42"	42" x 42"	60" x 60"	60" x 60"

BACKFLOW PREVENTOR VAULT SCHEDULE						
TAG NO.	DESCRIPTION	VAULT NO. 1 (2" BACKFLOW)	VAULT NO. 2 (4" BACKFLOW)	VAULT NO. 3 (8" BACKFLOW)	VAULT NO. 4 (8" BACKFLOW)	VAULT NO. 5 (10" BACKFLOW)
E	MINIMUM VAULT LENGTH	6'-0"	7'-0"	8'-0"	9'-0"	10'-0"
F	MINIMUM VAULT WIDTH	4'-0"	5'-0"	6'-0"	6'-0"	6'-0"
G	MINIMUM VAULT HEIGHT	4'-0"	4'-0"	6'-6"	6'-6"	6'-6"
H	MINIMUM PIPE HEIGHT	18"	18"	24"	24"	24"
–	BACKFLOW PREVENTOR SIZE	2"	4"	6"	8"	10"
–	DOUBLE-LEAF ACCESS DOOR	42" x 42"	42" x 42"	42" x 42"	42" x 42"	42" x 42"

VAULT DIMENSIONS NOTE:

VAULT DIMENSIONS SHOWN ARE MINIMUM AND MUST BE VERIFIED FOR EQUIPMENT AND PIPING MATERIALS ACTUALLY FURNISHED FOR THE WATER METER AND BACKFLOW VAULT TO BE CONSTRUCTED.

RECORD SIGNED COPY ON FILE AT T&BS DEPARTMENT	CITY OF ROUND ROCK	DRAWING NO: WT-20 (3 of 3)
APPROVED 03-01-18 DATE	3" TO 10" WATER METER ASSEMBLY DETAIL VAULT SCHEDULE	
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL. (NOT TO SCALE)		ROUND ROCK, TEXAS

STATE OF TEXAS
REYNALDO GONZALEZ, JR.
91803
LICENSED
PROFESSIONAL ENGINEER
5/18/18

REV	DATE	DESCRIPTION
1	4/24/19	ADDED MASTER METER

Binkley & Barfield, Inc.
consulting engineers
Texas Registration Number F-257
1611 CHISHOLM TRAIL RD, STE 250 ROUND ROCK, TEXAS 78681

WILLIAMSON COUNTY 1848

BAGDAD RD AT CR 278
WATER LINE
WATER LINE DETAILS

SHEET L8 OF L29

CIP

624-6010

CHAMPION SITE PREP

190 PRIVATE ROAD 917
GEORGETOWN, TX 78626
(512) 863-3453 / FAX (512) 863-3463

REQUEST FOR CHANGE ORDER

BRANDON@IDIGDIRT.COM

Ground Box Type D

DATE:	04/26/19	**JOB NAME:**	CR 279
TO:	HNTB	**ESTIMATOR:**	BT
ATTN:	Feng Chen	**LOCATION:**	Liberty Hill

	DESCRIPTION	QTY	UNIT	RATE	
1.	Ground Box Type D w/Apron,Extension, Ground	8	EA	$1,351.00	$10,808.00
2.	Credit-Ground Box Type 1	4	EA	-$4,212.00	-$16,848.00

NOTE: Pricing above includes price for updated Type -D ground boxes to be used onsite as requested. Credit for bid item 56 Type-1 boxes. Anything not listed above is not included in price.
*Price valid for 30 days

TOTAL CREDIT: **-$6,040.00**

ACCEPTANCE OF PROPOSAL- The above prices, specifications and conditions are satisfactory and are hereby accepted.

AUTHORIZED SIGNATURE

DATE OF ACCEPTANCE

HNTB

REQUEST FOR INFORMATION FORM

RFI NO.: 6 **DATE:** 2/27/19

PROJECT: Bagdad at CR 278/Park Road
Wilco No. 1805-229

RESPONSE REQUESTED BY DATE: 3/11/19

TO: HNTB: Fabian Kalapach, PE

REFERENCE: ITS ground boxes for multi duct conduit

PROBLEM: Question

Type D ground boxes are a third the cost of the ITS ground boxes originally specified. More boxes may be needed because the distance between boxes should be 300 - 350 ft for wire pulls instead of the 800 feet called for in the plans. Is it acceptable to use the Type D ground boxes along the Park Road and on the remaining portions of the project?

RECOMMENDED SOLUTION:

Use the smaller Type D ground boxes along the Park Road and on the remaining portions of the project.

Clayton Weber, HNTB, Construction Manager	Christen Eschberger, PE, HNTB
Originator	Supervisor

RESPONSE:

The Type D ground boxes can be used as an alternative to the large concrete ground boxes called out in the plans for the ITS layout. See the attached details ED(4)-14.

Fabian Kalapach, PE	2/6/2019
Responder	Date

Sign, Date & Return to HNTB **via e-mail**.

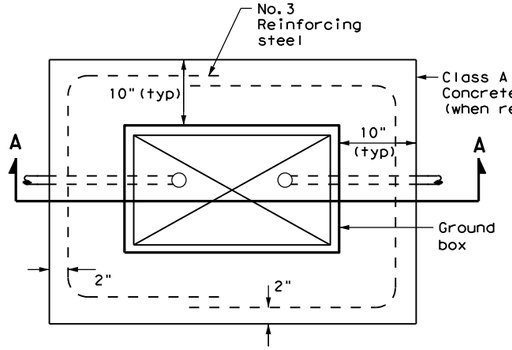
Mail original to: **NA**

HNTB Corporation
101 E. Old Settlers Blvd. Suite 100
Round Rock, Texas 78664

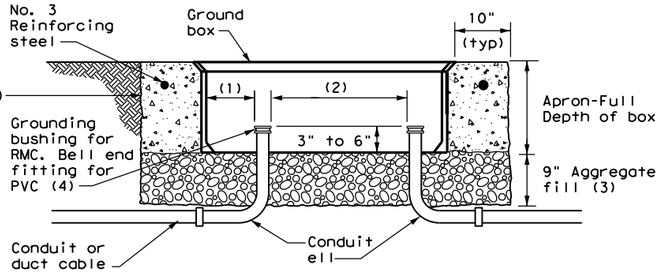
Attachments to RFI: Email concerning vaults
Cc:

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:



PLAN VIEW



SECTION A - A

APRON FOR GROUND BOX

(1) Uniformly space ends of conduits within the ground box. Position ends of conduits so that ground box walls do not interfere with the installation of grounding bushings or bell end fittings.

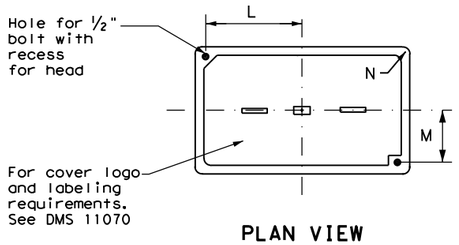
(2) Maintain sufficient space between conduits to allow for proper installation of bushing.

(3) Place aggregate under the box, not in the box. Aggregate should not encroach on the interior volume of the box.

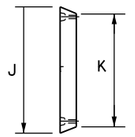
(4) Install a grounding bushing on the upper end of all RMC terminating in a ground box. Ground RMC elbows when any part of the elbow is less than 18 in. below the bottom of the ground box. Install a PVC bushing or bell end fitting on the upper end of all PVC conduits terminating in a ground box.

GROUND BOX DIMENSIONS	
TYPE	OUTSIDE DIMENSIONS (INCHES) (Width x Length X Depth)
A	12 X 23 X 11
B	12 X 23 X 22
C	16 X 29 X 11
D	16 X 29 X 22
E	12 X 23 X 17

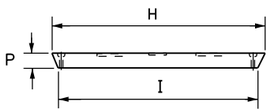
GROUND BOX COVER DIMENSIONS								
TYPE	DIMENSIONS (INCHES)							
	H	I	J	K	L	M	N	P
A, B & E	23 1/4	23	13 3/4	13 1/2	9 7/8	5 1/8	1 3/8	2
C & D	30 1/2	30 1/4	17 1/2	17 1/4	13 1/4	6 3/4	1 3/8	2



PLAN VIEW



END



SIDE

GROUND BOX COVER

GROUND BOXES

A. MATERIALS

1. Provide polymer concrete ground boxes measuring 16x30x24 in. (WxLxD) or smaller in accordance with Departmental Material Specification (DMS) 11070 "Ground Boxes" and Item 624 "Ground Boxes."

2. Provide Type A, B, C, D, and E ground boxes as shown in the plans, and as listed on the Material Producers List (MPL) on the Department web site under "Roadway Illumination and Electrical Supplies," Item 624.

3. Ensure ground box cover is correctly labeled in accordance with DMS 11070.

4. Provide larger ground boxes in accordance with Item 624 and as shown in the plans.

B. CONSTRUCTION METHODS

1. Remove all gravel and dirt from conduit. Cap all conduits prior to placing aggregate and setting ground box. Provide Grade 3 or 4 coarse aggregate as shown on Table 2 of Item 302 "Aggregates for Surface Treatments." Ensure aggregate bed is in place and at least 9 inches deep, prior to setting the ground box. Install ground box on top of aggregate.

2. Cast ground box aprons in place. Reinforcing steel may be field bent. Ensure the depth of concrete for the apron extends from finished grade to the top of the aggregate bed under the box. Ground box aprons, including concrete and reinforcing steel, are subsidiary to ground boxes when called for by descriptive code.

3. Keep bolt holes in the box clear of dirt. Bolt covers down when not working in ground boxes.

4. Install all conduits and ells in a neat and workmanlike manner. Uniformly space conduits so grounding bushings and bell end fittings can easily be installed.

5. Temporarily seal all conduits in the ground box until conductors are installed.

6. Permanently seal conduits immediately after the completion of conductor installation and pull tests. Permanently seal the ends of all conduits with duct seal, expandable foam, or other method as approved. Do not use duct tape as a permanent conduit sealant. Do not use silicone caulk as a sealant.

7. When a ground rod is present in a ground box, bond all equipment grounding conductors together and to the ground rod with listed connectors.

8. When a type B or D ground box is stacked to meet volume requirements, it is allowable to cut an appropriately sized hole for conduit entry in the side wall at least 18 inches below grade.

9. If an existing ground box in the contract has a metal cover, bond the cover to the equipment grounding conductor with a 3 ft. long stranded bonding jumper the same size as the grounding conductor. The bonding jumper is subsidiary to various bid items. Verify existing ground boxes with metal covers are shown on the plans, with notes fully describing the work required.

10. If other ground boxes with metal covers are within the project limits but are not part of the contract, the Engineer may direct the Contractor to bond the metal covers, identifying the specific boxes in writing. This work will be paid for separately.

11. Bond metal ground box covers to the grounding conductor with a tank ground type lug.

Texas Department of Transportation

Traffic Operations Division Standard

ELECTRICAL DETAILS
GROUND BOXES

ED(4)-14

FILE: ed4-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT October 2014	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		ITS-8

Eddie R. Church

From: Fabian Kalapach
Sent: Wednesday, February 6, 2019 4:21 PM
To: Clayton Weber
Subject: RE: Wilco Park Rd - Bagdad/CR 278
Attachments: ed4-14.pdf

TxDOT standard ED4-14 (see attached).

Fabian Kalapach
Senior Electrical Engineer
Engineering Department
Tel: 512.691.2272 **Cell:** 512.529.8655 Fax: 512 447.5329 Email fkalapach@hntb.com

HNTB CORPORATION
701 Brazos, Suite 450, Austin, TX 78701 | www.hntb.com

100+ YEARS OF INFRASTRUCTURE SOLUTIONS

From: Clayton Weber
Sent: Wednesday, February 6, 2019 3:51 PM
To: Fabian Kalapach <fkalapach@HNTB.com>
Cc: Steven Shull <sshull@HNTB.com>; Feng Chen <fechen@HNTB.com>; 62811_1805-229_BagdadRiverRanch <61272_BagdadRd?CR2781@HNTB.com>; James Klotz <jklotz@HNTB.com>
Subject: RE: Wilco Park Rd - Bagdad/CR 278

Can you provide a standard sheet for this box and we will get some pricing. Thanks.

Clayton K. Weber
Construction Manager
Tel (512-744-9082 **Cell** (512) 539-9342 **Email** cweber@hntb.com
HNTB CORPORATION
101 E. Old Settlers Blvd, Ste 100 | Round Rock, Texas 78664 | hntb.com

100+ YEARS OF INFRASTRUCTURE SOLUTIONS

Twitter | LinkedIn | Facebook | Instagram

From: Fabian Kalapach
Sent: Wednesday, February 6, 2019 2:11 PM
To: Clayton Weber <cweber@HNTB.com>
Cc: Steven Shull <sshull@HNTB.com>; Feng Chen <fechen@HNTB.com>; 62811_1805-229_BagdadRiverRanch <61272_BagdadRd?CR2781@HNTB.com>; James Klotz <jklotz@HNTB.com>
Subject: RE: Wilco Park Rd - Bagdad/CR 278

I agree. Could use a type D box.

Fabian Kalapach
Senior Electrical Engineer
Engineering Department

Tel: 512.691.2272 **Cell:** 512.529.8655 Fax: 512 447.5329 Email fkalapach@hntb.com

HNTB CORPORATION
701 Brazos, Suite 450, Austin, TX 78701 | www.hntb.com

100+ YEARS OF INFRASTRUCTURE SOLUTIONS

From: Clayton Weber
Sent: Wednesday, February 6, 2019 1:57 PM
To: Fabian Kalapach <fkalapach@HNTB.com>
Cc: Steven Shull <sshull@HNTB.com>; Feng Chen <fechen@HNTB.com>; 62811_1805-229_BagdadRiverRanch <61272_BagdadRd?CR2781@HNTB.com>; James Klotz <jklotz@HNTB.com>
Subject: RE: Wilco Park Rd - Bagdad/CR 278

Is there a smaller alternative to the large concrete ground boxes called out in the plans for the ITS layout. There is a single 4" PVC multi duct using these concrete boxes?

Clayton K. Weber
Construction Manager
Tel (512-744-9082 **Cell** (512) 539-9342 **Email** cweber@hntb.com
HNTB CORPORATION
101 E. Old Settlers Blvd, Ste 100 | Round Rock, Texas 78664 | hntb.com

100+ YEARS OF INFRASTRUCTURE SOLUTIONS

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From: Clayton Weber
Sent: Friday, January 25, 2019 11:44 AM
To: Fabian Kalapach <fkalapach@HNTB.com>
Subject: RE: Wilco Park Rd - Bagdad/CR 278

Great thanks.
Boxes seem very large for a single conduit.

Clayton K. Weber
Construction Manager
Tel (512-744-9082 **Cell** (512) 539-9342 **Email** cweber@hntb.com
HNTB CORPORATION
101 E. Old Settlers Blvd, Ste 100 | Round Rock, Texas 78664 | hntb.com

100+ YEARS OF INFRASTRUCTURE SOLUTIONS

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From: Fabian Kalapach
Sent: Friday, January 25, 2019 9:24 AM
To: Clayton Weber <cweber@HNTB.com>
Subject: Re: Wilco Park Rd - Bagdad/CR 278

Yes that is correct. It is called multi-duct and is available as a standard product

Sent from my iPhone

On Jan 24, 2019, at 9:07 AM, Clayton Weber <cweber@HNTB.com> wrote:

I want to confirm that I am reading this correctly. We are installing a single 4" conduit. Inside that conduit there will be 4 inner ducts.

Clayton K. Weber
Construction Manager
Tel (512-744-9082 **Cell** (512) 539-9342 **Email** cweber@hntb.com
HNTB CORPORATION
101 E. Old Settlers Blvd, Ste 100 | Round Rock, Texas 78664 | hntb.com

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<ITS Sheets.pdf>

510-WC01

CHAMPION SITE PREP

190 PRIVATE ROAD 917
GEORGETOWN, TX 78626
(512) 863-3453 / FAX (512) 863-3463

REQUEST FOR CHANGE ORDER

BRANDON@IDIGDIRT.COM

Sleeves

DATE: 10/04/19
TO: HNTB
ATTN: Feng Chen

JOB NAME: CR 279
ESTIMATOR: BT
LOCATION: Liberty Hill

	DESCRIPTION	QTY	UNIT	RATE		
	MOBILIZATION	**1**	**1**	$685.13		$685.13
1.	LABOR					
	FORMAN W/ TRUCK	**25**	**25**	$45.00		$1,125.00
	OPERATOR	25	25	$35.00		$875.00
	LABORER	25	25	$25.00		$625.00
	LABORER	25	25	$25.00		$625.00
	TRUCK DRIVER	4	4	$35.00		$140.00
	MATERIAL					
	4" SCH 40 PVC (INCLUDES MARKER POSTS)	720	720	$1.95		$1,404.00
	CAUTION TAPE	1	1	$32.35		$32.35
	GLUE	2	2	$9.26		$18.52
	4" PLUGS	16	16	$1.50		$24.00
	SAND W/ HAUL	21	21	$31.00		$651.00
	EQUIPMENT				$ -	
	450 TRUCK & SMALL TRAILER	4	4	$55.00		$220.00
NOTE:	420 CAT BACKHOE	25	25	$95.00		$2,375.00
				Total:		$8,800.00
	OH/P	10	%	$880.00		$880.00
				TOTAL COST:		**$9,680.00**

ACCEPTANCE OF PROPOSAL- The above prices, specifications and conditions are satisfactory and are hereby accepted.

AUTHORIZED SIGNATURE

DATE OF ACCEPTANCE

Commissioners Court - Regular Session **48.**

Meeting Date: 11/26/2019

1805-232 CR 200 at SH 29 / Loop 332 Change Order No 2

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding Change Order No. 2 in the amount of ($86,404.23) for CR 200 at SH 29 / Loop 332 (Cox Commercial Construction), a Road Bond program in Commissioner Pct. 2. P: 285 Funding Source: Road Bond

Background

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. In addition, there were a couple of items encountered during construction that prevented the Contractor from completing the project on time. The major cause was the lead time for the traffic signal items. The other cause was encountering an existing water line that was in conflict with the proposed grading along the north side of Loop 332. This water line had to be relocated to maintain the required minimum amount of cover over the line. An additional 33 days are being added to the Contract in order to cover the time necessary to complete the work.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1805-232 CR 200 at SH 29 / Loop 332 CO No. 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/21/2019 11:53 AM
Form Started By: Dawn Haggard		Started On: 11/20/2019 11:51 AM
Final Approval Date: 11/21/2019		

Received

NOV 13 2019

PSI

NOV 14 2019

Received

NOV 11 2019

HNTB Corporation
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

1. CONTRACTOR: **Cox Commercial**

2. Change Order Work Limits: Sta. **47+85** to Sta. **58+82.50**

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:	***1805-232***
Roadway:	***CR 200 at SH 29***
CSJ Number:	***0151-03-041***

5. Describe the work being revised:

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quanities on the project as a result of addressing field conditions not accounted for in the original plans.

6. Work to be performed in accordance with Items: **See attached**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

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

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

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 10/28/19

By

Typed/Printed Name DARREN EKREHLIK

Typed/Printed Title SR. VP

The following information must be provided

Time Ext. #: **1** Days added on this CO: **33**

Amount added by this change order: **($86,404.23)**

RECOMMENDED FOR EXECUTION:

P.E. 11/12/19
Project Manager Date

N/A
Design Engineer Date

11/17/2019
Program Manager Date

Design Engineer's Seal:

See attached plan sheets

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2 ***Project # 1805-232***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
110-6001	EXCAVATION (RDWY)	CY	$25.00	4008.00	$ 100,200.00	-298.00	3710.00	$ 92,750.00	$ (7,450.00)
132-6005	EMBANKMENT (FINAL)(ORD COMP)(TY C)	CY	$25.00	1903.00	$ 47,575.00	298.00	2201.00	$ 55,025.00	$ 7,450.00
161-6027	EROSION CONTROL COMPOST (3")	SY	$3.00	1681.00	$ 5,043.00	-1681.00	0.00	$ -	$ (5,043.00)
247-6044	FL BS (CMB IN PLC)(TY A GR 4)(FNAL POS)	CY	$48.50	2381.00	$ 115,478.50	-624.00	1757.00	$ 85,214.50	$ (30,264.00)
310-6001	PRIME COAT (MULTI OPTION)	GAL	$4.00	1427.00	$ 5,708.00	-502.00	925.00	$ 3,700.00	$ (2,008.00)
340-6011	D-GR HMA (SQ) TY-B PG64-22	TON	$74.00	1403.00	$ 103,822.00	871.09	2274.09	$ 168,282.66	$ 64,460.66
340-6122	D-GR HMA(SQ) TY-D PG70-22	TON	$100.00	842.00	$ 84,200.00	-2.49	839.51	$ 83,951.00	$ (249.00)
340-6246	D-GR HMA(SQ) TY-D PG64-22 (LEVEL-UP)	TON	$100.00	751.00	$ 75,100.00	-727.00	24.00	$ 2,400.00	$ (72,700.00)
402-6001	TRENCH EXCAVATION PROTECTION	LF	$1.00	570.00	$ 570.00	-162.00	408.00	$ 408.00	$ (162.00)
432-6006	RIPRAP (CONC)(CL B)	CY	$900.00	81.00	$ 72,900.00	-2.75	78.25	$ 70,425.00	$ (2,475.00)
464-6005	RC PIPE (CL III)(24 IN)	LF	$110.00	123.00	$ 13,530.00	16.00	139.00	$ 15,290.00	$ 1,760.00
467-6391	SET (TY II)(24 IN)(RCP)(4:1)(P)	EA	$2,500.00	2.00	$ 5,000.00	2.00	4.00	$ 10,000.00	$ 5,000.00
506-6002	ROCK FILTER DAMS(INSTALL)(TY 2)	LF	$22.00	170.00	$ 3,740.00	-170.00	0.00	$ -	$ (3,740.00)
506-6011	ROCK FILTER DAMS(REMOVE)	LF	$7.00	170.00	$ 1,190.00	-170.00	0.00	$ -	$ (1,190.00)
506-6024	CONSTRUCTION EXITS (REMOVE)	SY	$5.00	200.00	$ 1,000.00	-100.00	100.00	$ 500.00	$ (500.00)
506-6041	BIODEG EROSN CONT LOGS(INSTL)(12")	LF	$4.00	609.00	$ 2,436.00	-117.00	492.00	$ 1,968.00	$ (468.00)
506-6043	BIODEG EROSN CONT LOGS(REMOVE)	LF	$1.00	609.00	$ 609.00	-117.00	492.00	$ 492.00	$ (117.00)
508-6001	CONSTRUCTING DETOURS	SY	$100.00	88.00	$ 8,800.00	106.00	194.00	$ 19,400.00	$ 10,600.00
530-6004	DRIVEWAYS (CONC)	SY	$110.00	347.00	$ 38,170.00	-185.00	162.00	$ 17,820.00	$ (20,350.00)
530-6005	DRIVEWAYS (ACP)	SY	$50.00	495.00	$ 24,750.00	269.00	764.00	$ 38,200.00	$ 13,450.00
TOTALS					$ 709,821.50			$ 665,826.16	$ (43,995.34)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2 ***Project # 1805-232***

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
662-6002	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	LF	$1.00	2699.00	$ 2,699.00	-1130.00	1569.00	$ 1,569.00	$ (1,130.00)
662-6012	WK ZN PAV MRK NON-REMOV (W)8"(SLD)	LF	$2.00	1144.00	$ 2,288.00	-1144.00	0.00	$ -	$ (2,288.00)
662-6016	WK ZN PAV MRK NON-REMOV (W)24"(SLD)	LF	$8.50	71.00	$ 603.50	-39.00	32.00	$ 272.00	$ (331.50)
662-6017	WK ZN PAV MRK NON-REMOV (W)(ARROW)	EA	$70.00	7.00	$ 490.00	-7.00	0.00	$ -	$ (490.00)
662-6018	WK ZN PAV MRK NON-REMOV (W)(DBL ARW)	EA	$120.00	1.00	$ 120.00	-1.00	0.00	$ -	$ (120.00)
662-6023	WK ZN PAV MRK NON-REMOV (W)(RR XING)	EA	$260.00	2.00	$ 520.00	-2.00	0.00	$ -	$ (520.00)
662-6029	WK ZN PAV MRK NON-REMOV (W)(WORD)	EA	$80.00	4.00	$ 320.00	-4.00	0.00	$ -	$ (320.00)
662-6034	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	LF	$1.00	2572.00	$ 2,572.00	-284.00	2288.00	$ 2,288.00	$ (284.00)
662-6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	$1.00	193.00	$ 193.00	-193.00	0.00	$ -	$ (193.00)
662-6110	WK ZN PAV MRK SHT TERM (TAB) TY Y	EA	$1.00	130.00	$ 130.00	-40.00	90.00	$ 90.00	$ (40.00)
666-6006	REFL PAV MRK TY I(W)4"(DOT)(100 MIL)	LF	$0.60	202.00	$ 121.20	12.00	214.00	$ 128.40	$ 7.20
666-6036	REFL PAV MRK TY I(Y)8"(SLD)(100 MIL)	LF	$1.10	1252.00	$ 1,377.20	669.00	1921.00	$ 2,113.10	$ 735.90
666-6042	REFL PAV MRK TY I(W)12"(SLD)(100 MIL)	LF	$3.00	185.00	$ 555.00	9.00	194.00	$ 582.00	$ 27.00
666-6048	REFL PAV MRK TY I(W)24"(SLD)(100 MIL)	LF	$5.50	357.00	$ 1,963.50	-141.00	216.00	$ 1,188.00	$ (775.50)
666-6093	REFL PAV MRK TY I(W)(RR XING)(100 MIL)	EA	$290.00	2.00	$ 580.00	1.00	3.00	$ 870.00	$ 290.00
666-6126	REFL PAV MRK TY I(Y)4"(SLD)(100 MIL)	LF	$0.60	3082.00	$ 1,849.20	736.00	3818.00	$ 2,290.80	$ 441.60
666-6167	REFL PAV MRK TY II(W)4"(BRK)	LF	$0.50	415.00	$ 207.50	-415.00	0.00	$ -	$ (207.50)
666-6168	REFL PAV MRK TY II(W)4"(DOT)	LF	$0.50	202.00	$ 101.00	-202.00	0.00	$ -	$ (101.00)
666-6178	REFL PAV MRK TY II(W)8"(SLD)	LF	$1.00	1125.00	$ 1,125.00	-1125.00	0.00	$ -	$ (1,125.00)
666-6180	REFL PAV MRK TY II(W)12"(SLD)	LF	$1.10	128.00	$ 140.80	-128.00	0.00	$ -	$ (140.80)
666-6182	REFL PAV MRK TY II(W)24"(SLD)	LF	$2.30	332.00	$ 763.60	-332.00	0.00	$ -	$ (763.60)
666-6184	REFL PAV MRK TY II(W)(ARROW)	EA	$70.00	6.00	$ 420.00	-6.00	0.00	$ -	$ (420.00)
666-6192	REFL PAV MRK TY II(W)(WORD)	EA	$80.00	6.00	$ 480.00	-6.00	0.00	$ -	$ (480.00)
666-6196	REFL PAV MRK TY II(W)(RR XING)	EA	$140.00	2.00	$ 280.00	-2.00	0.00	$ -	$ (280.00)
666-6300	RE PM W/RET REQ TY I (W) 4" (BRK) (100 MIL)	LF	$0.60	415.00	$ 249.00	-5.00	410.00	$ 246.00	$ (3.00)
666-6303	RE PM W/RET REQ TY I (W) 4" (SLD) (100 MIL)	LF	$0.60	1646.00	$ 987.60	2787.00	4433.00	$ 2,659.80	$ 1,672.20
666-6312	RE PM W/RET REQ TY I (Y) 4" (BRK) (100 MIL)	LF	$0.60	425.00	$ 255.00	115.00	540.00	$ 324.00	$ 69.00
666-6323	RE PM W/RET REQ TY II (W) 4" (SLD) (100 MIL)	LF	$0.40	2437.00	$ 974.80	-2437.00	0.00	$ -	$ (974.80)
666-6326	RE PM W/RET REQ TY II (Y) 4" (BRK) (100 MIL)	LF	$0.40	425.00	$ 170.00	-425.00	0.00	$ -	$ (170.00)
666-6327	RE PM W/RET REQ TY II (Y) 4" (SLD) (100 MIL)	LF	$0.40	3082.00	$ 1,232.80	-3082.00	0.00	$ -	$ (1,232.80)
672-6007	REFL PAV MRKR TY I-C	EA	$5.50	64.00	$ 352.00	71.00	135.00	$ 742.50	$ 390.50
672-6009	REFL PAV MRKR TY II-A-A	EA	$5.50	112.00	$ 616.00	18.00	130.00	$ 715.00	$ 99.00
677-6001	ELIM EXT PAV MRK & MRKS (4")	LF	$1.00	7289.00	$ 7,289.00	-3482.00	3807.00	$ 3,807.00	$ (3,482.00)
677-6003	ELIM EXT PAV MRK & MRKS (8")	LF	$1.30	586.00	$ 761.80	-76.00	510.00	$ 663.00	$ (98.80)
The "Totals" from Table B of the previous work sheet:					$ 709,821.50			$ 665,826.16	$ (43,995.34)
TOTALS					$ 742,609.00			$ 686,374.76	$ (56,234.24)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***2*** ***Project #*** ***1805-232***

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
677-6007	ELIM EXT PAV MRK & MRKS (24")	LF	$4.30	152.00	$ 653.60	12.00	164.00	$ 705.20	$ 51.60
677-6009	ELIM EXT PAV MRK & MRKS (DBL ARROWS)	EA	$350.00	1.00	$ 350.00	-1.00	0.00	$ -	$ (350.00)
6001-6002	PORTABLE CHANGEABLE MESSAGE SIGN	EA	$7,500.00	4.00	$ 30,000.00	1.00	5.00	$ 37,500.00	$ 7,500.00
6185-6001	TMA (STATIONARY)	EA	$3,600.00	4.00	$ 14,400.00	-4.00	0.00	$ -	$ (14,400.00)
COLH 509-0001	TRENCH SAFETY SYSTEMS (ALL DEPTHS)	LF	$1.00	1716.00	$ 1,716.00	-299.00	1417.00	$ 1,417.00	$ (299.00)
COLH 510-0005	REMOVE PORTION OF EXISTING 2" WATER LINE	LF	$25.00	614.00	$ 15,350.00	-299.00	315.00	$ 7,875.00	$ (7,475.00)
COLH 511-0002	2" GATE VALVE WITH VALVE BOX	EA	$1,000.00	2.00	$ 2,000.00	-1.00	1.00	$ 1,000.00	$ (1,000.00)
999-WC01	FORCE ACCOUNT	DOL	$1.00	40000.00	$ 40,000.00	-15748.29	24251.71	$ 24,251.71	$ (15,748.29)
618-6053	CONDT (PVC) (SCH 80) (3")	LF	$17.23	258.00	$ 4,445.34	90.00	348.00	$ 5,996.04	$ 1,550.70
The "Totals" from Table B of the previous work sheet:					$ 742,609.00			$ 686,374.76	$ (56,234.24)
TOTALS					$ 851,523.94			$ 765,119.71	$ (86,404.23)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

CR 200 at SH 29
Williamson County Project No. 1805-232

Change Order No. 2

Reason for Change

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.

In addition, there were a couple of items encountered during construction that prevented the contractor from completing the project on time. The major cause was the lead time for the signal items. The other was encountering an existing water line that was in conflict with the proposed grading along the north side of Loop 332. This water line had to be relocated to maintain the minimum required cover. An additional 33 days are being added to the Contract in order to cover the time necessary to complete this work.

This Change Order results in a decrease of $86,404.23 to the Contract amount, for an adjusted Contract total of $1,650,685.55. The original Contract amount was $1,705,061.70. As a result of this and all Change Orders to-date, $54,376.15 has been deducted from the Contract, resulting in a 3.19% net decrease in the Contract cost. Thirty-three (33) additional days will be added to the Contract as a result of this Change Order. To date, thirty-three (33) days have been added to the Contract.

HNTB Corporation

James Klotz, P.E.

PROJECT: SH 29 @ CR 200 (FORCE ACCOUNT - 6/3, 6/4, & 6/12)
ITEM NUMBER/DESC.: LP 332 WL RELOCATE
ESTIMATED QUANTITY: 1 LS
Date Prepared: 6/19/2019

ITEM DESCRIPTION		QTY	UNIT	UNIT COSTS LABOR	EQUIP	MATERIAL	SUBCT.	O.T.Factor	TOTAL COSTS LABOR	EQUIP	MATERIAL	SUBCT.	MISC.
LABOR	#												
Rogelio Martinez	1	24.50	HR	$ 30.00				1.00	$ 735.00				
Adrian Solorio	1	5.00	HR	$ 26.00				1.00	$ 130.00				
Pedro Ibarra	1	24.50	HR	$ 18.50				1.00	$ 453.25				
Marcelo Martinez	1	24.50	HR	$ 19.50				1.00	$ 477.75				
Bertoldo Alvarez	1	24.50	HR	$ 19.00				1.00	$ 465.50				
Ricardo Garcia	1	24.50	HR	$ 19.50				1.00	$ 477.75				
MATERIAL													
6" PVC WL		160.00	LF			$ 6.25					$ 1,000.00		
GRAVEL		24.46	TONS			$ 17.50					$ 428.05		
2X4 40 NIPPLE		2.00	EA			$ 3.07					$ 6.14		
2 150 90 DEG ELBOW		2.00	EA			$ 9.67					$ 19.34		
2X60 40 NIPPLE		1.00	EA			$ 44.31					$ 44.31		
2X48 40 NIPPLE		1.00	EA			$ 35.47					$ 35.47		
2 150 COUPLING		1.00	EA			$ 7.79					$ 7.79		
2X12 40 NIPPLE		1.00	EA			$ 9.97					$ 9.97		
2" BALL VALVE		2.00	EA			$ 54.45					$ 108.90		
6" GATE VALVE		1.00	EA			$ 450.00					$ 450.00		
6" MEGA LUG		12.00	EA			$ 55.32					$ 663.84		
6" 45 DEG BEND		3.00	EA			$ 62.54					$ 187.62		
6" 22 DEG BEND		2.00	EA			$ 57.24					$ 114.48		
6" 11 DEG BEND		1.00	EA			$ 59.36					$ 59.36		
6" COUPLING / SLEEVE		4.00	EA			$ 56.00					$ 224.00		
6" BOLT/GASKET PACK		1.00	EA			$ 17.60					$ 17.60		
6X2 TAPPED CAP		1.00	EA			$ 50.35					$ 50.35		
QUICKCRETE (50#)		20.00	BAGS			$ 4.19					$ 83.80		
EQUIPMENT													
JD 310 BACKHOE		23.00	HR		$ 35.73					$ 821.79			
JD 544 LOADER		10.00	HR		$ 59.07					$ 590.70			
2000 GAL WATER TRUCK		1.00	HR		$ 54.96					$ 54.96			
PICKUP TRUCK		29.50	HR		$ 27.17					$ 801.52			
HYDROSTATIC PUMP		1.00	DAY		$ 130.00					$ 130.00			
2" WATER PUMP		1.00	DAY		$ 21.04					$ 21.04			
3" WATER PUMP		1.00	DAY		$ 21.04					$ 21.04			
SUBCONTRACT													
CHLORINATION SUB		1.00	LS				$ 2,500.00					$ 2,500.00	
TOTALS									$ 2,739.25	$ 2,441.05	$3,511.02	$ 2,500.00	$ -

TOTAL LABOR				$ 2,739.25
TOTAL MATERIAL				$ 3,511.02
TOTAL SUBCONTRACT				$ 2,500.00
TOTAL EQUIPMENT				$ 2,441.05
MARKUPS				
LABOR BURDENS	$ 2,739.25	@	55%	$ 1,506.59
LABOR MARK-UP	$ 2,739.25	@	25%	$ 684.81
MATERIAL MARK-UP	$ 3,511.02	@	25%	$ 877.76
EQUIPMENT MARK-UP	$ 2,441.05	@	15%	$ 366.16
SUBCONTRACT MARK-UP	$ 2,500.00	@	5%	$ 125.00
PERFORMANCE BOND	$ 14,751.63	@	1%	$ 147.52
		TOTAL		$ 14,899.14
		QUANTITY		1 LS
		UNIT COST		$ 14,899.14 / LS

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DAILY REPORT OF FORCE ACCOUNT WORK

ON CHANGE ORDER NO. _____

County: Williamson Project: CR200@SH29 CSJ: 0151-03-041 Highway: SH29

Date: 6-3-19 Station: 15+00 to Station: 17+50

STATEMENT OF EQUIPMENT AND LABOR

EQUIPMENT				LABOR					
Description	Hrs.	Rate	Amount	Classification and Name	Hours		Rate		Amount
					Reg.	O.T.	Reg.	O.T.	
JD310L Backhoe	10			Rogelio Martinez (Foi)	10				
JD544K Loader	4			Pedro Ibarra (OP)	10				
				Marcelo Martinez (OP)	10				
				Bartolo Neto (OP)	10				
				Ricardo Garcia (OP)	10				
		Total						Total	

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE

Description	Unit	Quantity
6" WL PVC Pipe	LF	160
1 Load Gravel	TN	24.46
2x4 40 Nipple	EA	2
2" 150 90 Elbow	EA	2
2x60" 40 Nipple	EA	1
2x48" 40 Nipple	EA	1
2 150 Coupling	EA	1

Cox Commercial Construction
Contractor

by _____
Signature and Title

Inspector

Area Engineer

(WL INSTALL)

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DAILY REPORT OF FORCE ACCOUNT WORK

ON CHANGE ORDER NO. _____

County: Williamson Project: CR200@SH29 CSJ: 0151-03-041 1805-232 Highway: SH29

Date: 6-4-19 Station: 15+00 to Station: 17+50

STATEMENT OF EQUIPMENT AND LABOR

EQUIPMENT

Description	Hrs.	Rate	Amount
JD 310L Backhoe	3		
JD 544K Loader	3		
2016 Freightliner 2000 GAL WT	1		
Hydrostatic Pump	2		
		Total	

LABOR

Classification and Name	Hours Reg.	Hours O.T.	Rate Reg.	Rate O.T.	Amount
Rogelio Martinez (For)	3				
Pedro Iberia (op)	3				
Marcelo Martinez (op)	3				
Bartolo Neto (op)	3				
Ricardo Garcia op	3				
				Total	

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE

Description	Unit	Quantity
Loading WL + Pressure Testing		
clean up spoils.		
2"x12" HD Nipple	EA	1
2" full Port Ball Valve	EA	2

Cox Commercial Construction
Contractor

by [signature] Superintendent
Signature and Title

[signature]
Inspector

Area Engineer

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DAILY REPORT OF FORCE ACCOUNT WORK

ON CHANGE ORDER NO. _____

County: Williamson Project: CR200@SH29 CSJ: 0151-03-041 Highway: SH29

Date: 6-12-19 Station: 15+00 to Station: 17+50

STATEMENT OF EQUIPMENT AND LABOR

EQUIPMENT

Description	Hrs	Rate	Amount
JD 310L Backhoe	10		
JD 544K Loader	3		
2" Water Pump	10.5		
3" Water Pump	7		
		Total	

LABOR

Classification and Name	Hours		Rate		Amount
	Reg.	O.T.	Reg.	O.T.	
Rogelio Martinez (For)	11.5				
Pedro Ibarra (OP)	11.5				
Marcello Martinez (OP)	11.5				
Bartolo Neto (OP)	11.5				
Ricardo Garcia (OP)	11.5				
Adrian Solis (For)	5				
				Total	

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE

Description	Unit	Quantity
6" Valve	EA	1
6" Mega Lugs	EA	12
6" 45° Fitting	EA	3
6" 22° Fitting	EA	2
6" Coupling	EA	4
50lb bags QuickCrete	EA	20
Wet Connect	EA	2

Cox Commercial Construction
Contractor

by _____
Signature and Title

Superintendent

JARell
Inspector

Area Engineer

(F.A. for Added DI on Culvert 2)

Rucoba

Texas Department of Transportation

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DAILY REPORT OF FORCE ACCOUNT WORK

ON CHANGE ORDER NO. _____

County: Williamson Project: CR200@SH29 CSJ: 0151-03-041 Highway: SH29

Date: 6-26-19 Station: 102+25 to Station: 102+50

STATEMENT OF EQUIPMENT AND LABOR

EQUIPMENT

Description	Hrs.	Rate	Amount
2016 F350 Dually	9.5		
2600 Yamaha Generator	1.5		
Total			

LABOR

Classification and Name	Hours Reg.	Hours O.T.	Rate Reg.	Rate O.T.	Amount
Martin Juarez Foreman	9.5				
Gustavo Romero LAB.	9.5				
Manuel Solinas LAB	9.5				
Total					

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE

Description	Unit	Quantity
80 lbs QuickCrete - Receipt Price per bag	EA	15
18" RCP	LF	4
Inlet Top - NEED INVOICE	EA	1
Gravel - Provide tickets + Price	Tons	
SET 18" Riser, Placed collar, Formed for Pad.		

_____ _____
Contractor Inspector

by _____ _____
Signature and Title Area Engineer

COX

Texas Department of Transportation

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DAILY REPORT OF FORCE ACCOUNT WORK

ON CHANGE ORDER NO. _____

County: Williamson Project: CR200029 CSJ: 0151-03-041 Highway: SH29

Date: 6-26-19 Station: 102+25 to Station: 102+50

STATEMENT OF EQUIPMENT AND LABOR

EQUIPMENT				LABOR					
Description	Hrs.	Rate	Amount	Classification and Name	Hours		Rate		Amount
					Reg.	O.T.	Reg.	O.T.	
JD310L Backhoe	2			MARCELO MARTINEZ (OP)	2				
2016 FreightLINER 2000GAL WT	1			Ricardo Garcia (OP)	.50				
Total				Total					

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE

Description	Unit	Quantity
Excavated Material out for New Inlet - Set 18" RCP Riser.		
Provided water for concrete collar		

Contractor

SASell
Inspector

by _____
Signature and Title

Area Engineer

Texas Department of Transportation

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DAILY REPORT OF FORCE ACCOUNT WORK

ON CHANGE ORDER NO. _____

Rucoba

County: Williamson Project: CR200@SH29 CSJ: 0151-03-041 Highway: SH29

Date: 6-27-19 Station: 102+25 to Station: 102+50

STATEMENT OF EQUIPMENT AND LABOR

EQUIPMENT				LABOR					
Description	Hrs.	Rate	Amount	Classification and Name	Hours		Rate		Amount
					Reg.	O.T.	Reg.	O.T.	
				MARTIN JAUREZ (FOREMAN)	3				
				GUSTAVO ROMERO (LAB)	4.5				
				MANUEL SOLINAS (LAB)	1.5				
Total				Total					

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE

Description	Unit	Quantity
3 yrds RipRap Concrete	Cy	3
Finished grading, leveled forms, Placed concrete, Wrecked forms, Cut Pipe off.		

_____ Contractor

S T Hill Inspector

by _____ Signature and Title

_____ Area Engineer

Texas Department of Transportation

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DAILY REPORT OF FORCE ACCOUNT WORK

Rvcoba

ON CHANGE ORDER NO. _____

County: Williamson Project: CR200@SH29 CSJ: 0151-03-041 Highway: SH29

Date: 6-28-19 Station: 102+25 to Station: 102+50

STATEMENT OF EQUIPMENT AND LABOR

EQUIPMENT				LABOR					
Description	Hrs.	Rate	Amount	Classification and Name	Hours		Rate		Amount
					Reg.	O.T.	Reg.	O.T.	
2016 F350 Dually	6.5			Jose Juarez (Foreman)	6.5				
				Gustavo Romero (Lab)	6.5				
				Manuel Solinas (Lab)	6.5				
				Fransico Lopez (Lab)	6.5				
		Total						Total	

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE

~~80 lbs BAGS QUICKCRETE~~ Description	Unit	Quantity
80lb Bags Quickcrete - ~~NEE~~	EA	19

Contractor

Inspector

by _____

Signature and Title

Area Engineer

Texas Department of Transportation

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DAILY REPORT OF FORCE ACCOUNT WORK

ON CHANGE ORDER NO. _____ COF

County: Williamson Project: CR200@SH29 CSJ: 0451-03-041 Highway: SH 29

Date: 6-28-19 Station: 102+25 to Station: 102+50

STATEMENT OF EQUIPMENT AND LABOR

EQUIPMENT				LABOR					
Description	Hrs.	Rate	Amount	Classification and Name	Hours		Rate		Amount
					Reg.	O.T.	Reg.	O.T.	
JD 310L Backhoe	1.5			Marcelo Martinez (OP)	1.5				
2016 Freightliner 2000gal WT	1			Bertelo Martinez (OP)	.5				
Total				Total					

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE

Description	Unit	Quantity
SET Inlet + Grate - Graded for APRON		
Water used for Concrete.		

_____ Contractor

SA Sell Inspector

by _____ Signature and Title

_____ Area Engineer

HEARTLAND
AGGREGATES

HEARTLAND AGGREGATES
3788 West FM 487
Jarrell, Texas 76537
Phone: 512-746-5800
Fax: 512-746-5131

Date: August 1, 2018

Company: Cox Commercial

Job: State Hwy 29 and CR 200 Liberty Hill

Enclosed: Please find the quote from Heartland Aggregates.
Delivered in 25 ton trailer loads.

Materials	$/ Per Ton Delivered for the Year 2018
Grade 1 Base	$12.00
Select Fill	$9.50
1" Utility Bedding	$17.50

Should you need any further assistance please call me.

Thank you for you consideration in this matter.

10/18/18

Steven Wadsworth
254-760-6957

INVOICE

BenMark Supply Company Inc.
Branch: 08 Liberty Hill
PO Box 198
Midland, TX 79702

432-682-6584

INVOICE	
3207130	
Invoice Date	Page
6/3/2019 16:49:14	2 of 2
ORDER NUMBER	
1237816	

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM / Unit Size	Disp.				
1	1	0 EA	1.0		G430-020 2 150 COUPLING GAL	EA 1.0000	7.7913	7.79
1	1	0 EA	1.0		G887-120 2 X12 40 NIPPLE GAL	EA 1.0000	9.9700	9.97
2	2	0 EA	1.0		5092-020 2in Full Port Ball Valve	EA 1.0000	54.4480	108.90
5	5	0 EA	1.0		2006PEC 6in Mega-Lug Pack For PVC	EA 1.0000	55.3214	276.61

Shipment Accepted By: Roy Martinez

Total Lines: 15

SUB-TOTAL:	2,228.88
TAX:	0.00
AMOUNT DUE:	2,228.88

RECE[illegible]
JUN 05 2019

ORIGINAL

EquipmentWatch.

www.equipmentwatch.com

JD 310

All prices shown in US$

Rental Rate Blue Book®

June 20, 2019

Deere 310K (disc. 2015)
Tractor-Loader-Backhoes

Size Class:
14' to Under 15'
Weight:
feet

Configuration for 310K (disc. 2015)

Drive	**Mechanical**	Loader Bucket Capacity–Heaped	**1.0 cu yd**
Net Horsepower	**88.0 hp**	Operator Protection	**ROPS/FOPS**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$2,945.00	$825.00	$205.00	$31.00	$20.85	$37.58
Adjustments						
Region (Texas: 88.9%)	($326.89)	($91.57)	($22.75)	($3.44)		
Model Year (2015: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**$2,618.10**	**$733.42**	**$182.24**	**$27.56**	**$20.85**	**$35.73**

Non-Active Use Rates

	Hourly
Standby Rate	$7.44
Idling Rate	$26.07

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	33%	$971.65/mo
Overhaul (ownership)	47%	$1,384.15/mo
CFC (ownership)	11%	$323.95/mo
Indirect (ownership)	9%	$265.05/mo
Fuel (operating) @ 3.27	54%	$11.19/hr

Revised Date: 1st half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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EquipmentWatch.

WT

www.equipmentwatch.com

All prices shown in US$

Rental Rate Blue Book®

June 20, 2019

Freightliner FLD12064 (6X4)
On-Highway Truck Tractors

Size Class:
45,001 - 60,000 GVW
Weight:
14000 lbs

Configuration for FLD12064 (6X4)

Horsepower	300.0	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$3,240.00	$905.00	$225.00	$34.00	$38.25	$56.68
Adjustments						
Region (Texas: 91.4%)	($278.64)	($77.83)	($19.35)	($2.92)		
Model Year (2016: 99.3%)	($20.73)	($5.79)	($1.44)	($0.22)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**$2,940.63**	**$821.38**	**$204.21**	**$30.86**	**$38.25**	**$54.96**

Non-Active Use Rates

	Hourly
Standby Rate	$8.35
Idling Rate	$40.74

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41%	$1,328.40/mo
Overhaul (ownership)	44%	$1,425.60/mo
CFC (ownership)	7%	$226.80/mo
Indirect (ownership)	8%	$259.20/mo
Fuel (operating) @ 3.27	63%	$24.03/hr

Revised Date: 1st half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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United Rentals

TRENCH SAFETY
BRANCH C35
13119 DESSAU RD
AUSTIN TX 78754-2039
512-479-5058
512-479-5084 FAX

4 WEEK BILLING INVOICE

168846398-001

Job Site Address

VICTORICA GARDENS
HWY 123
x:X@X
SAN MARCOS TX 78666
Office: 281-420-9100 Cell: 512-618-2249

COX COMMERCIAL CONSTRUCTION
1300 ROLLINGBROOK DR STE 500
BAYTOWN TX 77521-3863

Customer #	: 1215082
Invoice Date	: 05/19/19
Date Out	: 05/02/19 05:00 PM
Billed Through	: 05/30/19 00:00
UR Job Loc	: HWY 123, SAN MARCOS
UR Job #	: 54
Customer Job ID:	
P.O. #	: 2018-5
Ordered By	: DAVID VANDYKE
Reserved By	: KRISTEN HARVEY
Salesperson	: MICHAEL ROBERTS

Invoice Amount: $1,144.51

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84637
REMIT TO: UNITED RENTALS (NORTH AMERICA) INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	10722531	PUMP HYDROSTATIC TEST 550 PSI GAS Make: RICE-HYDRO Model: DPH3B-KIT-UR Serial: 48702		130.00	369.00	1043.00	1,043.00

Rental Subtotal: 1,043.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE	(ENV/MCI)	19.190	EACH	19.19

Sales/Misc Subtotal: 19.19

Agreement Subtotal: 1,062.19
Tax: 82.32
Total: 1,144.51

COMMENTS/NOTES:

CONTACT: DAVID VANDYKE
CELL#: 512-618-2249
CPU

BILLED FOR FOUR WEEKS 5/02/19 THRU 5/30/19 05:00 PM

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.

RECEIVED
MAY 22 2019

THIS 4 WEEK BILLING INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.
A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

You Can Now Access Invoice History and Update Purchase Orders Online
To Sign Up, contact URContmrSupport@ur.com

Commissioners Court - Regular Session **49.**

Meeting Date: 11/26/2019

SE Loop JMT Contract Amendment No 3

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. 3 to the SE Loop (Corridor A1 & A2) contract between Williamson County and Johnson, Mirmiran & Thompson, Inc. (JMT) relating to the LTP Corridor Program. Project: P463. Funding Source: Corridor.

Background

This contract amendment amends the contract's Exhibit D - Rate Schedule to add Surveying and Mapping, LLC (SAM) hourly rates so they may work (where appropriate) on the project.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SECorridor(A1A2)-JMT-ContractAmendment3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/21/2019 08:45 AM
Form Started By: Marie Walters		Started On: 11/20/2019 04:26 PM
Final Approval Date: 11/21/2019		

NOV 18 2019

CONTRACT AMENDMENT NO. 3
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY LONG RANGE TRANSPORTATION CORRIDOR PROJECT:
Corridor A-1 and A-2 ("Project")

THIS CONTRACT AMENDMENT NO. 3 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Johnson, Mirmiran & Thompson, Inc. (JMT) (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 13, 2017 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $4,500,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. Surveying and Mapping, LLC's hourly Rates in the original Exhibit D of the Contract is hereby replaced as shown in the attached revised Exhibit D.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: J. Kevin Kennedy
Signature

Kevin Kennedy
Printed Name

Senior Vice President
Title

August 23, 2019
Date

COUNTY:

By: _____
Signature

Bill Gravell Jr.
Printed Name

Williamson County Judge
Title

_____
Date

OK
BG 11/19/2019

Exhibit D - Rate Schedule

TRANSPORTATION CORRIDOR A-1

Surveying and Mapping, LLC

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour
Principal	$170.00
Senior Project Manager	$145.00
Project Manager	$125.00
Senior Survey Technician	$96.00
Survey Technician	$88.00
Administrator/Clerical Support	$70.00
Two (2) Person Survey Field Crew	$130.00
Three (3) Person Survey Field Crew	$160.00
Additional Rodperson, Chainperson, Flagperson	$32.00
One (1) Person Survey Field Crew with Receiver or Robotic Total Station	$105.00
Project Coordinator – Mobil LiDAR	$120.70
Mobile LiDAR Processing Technician	$96.56
Project Coordinator – AM	$131.67
Certified Photogrammetrist	$108.26
Analytical Triangulation Specialist	$85.35
Aerial Mapping Technician	$86.32
Orthophoto Specialist	$86.32
Mapping Editor (includes QA/QC, Finishing and Finalization)	$75.34
Aerial Office Technician	$73.15
Project Coordinator – AP	$115.02
Aerial Processing Technician	$84.82
Project Coordinator – FWAL	$110.37
Airborne LiDAR Processing Technician	$86.29
Project Coordinator – HAL	$110.46
Helicopter LiDAR Processing Technician	$107.71
Geospatial Project Manager, Senior	$215.00
Geospatial Project Manager	$175.00
Photogrammetrist/Project Lead	$115.00
2 Person UAS Crew – Unmanned Pilot & Observer	$195.00
Pilot	$130.00

Exhibit D - Rate Schedule
Direct Expenses
TRANSPORTATION CORRIDOR A-1
Surveying and Mapping, LLC

DESCRIPTION	UNIT	UNIT COST
In-house Photocopies B/W (8 1/2" X 11")	Per Page	$0.16
In-house Photocopies Color (8 1/2" X 11")	Per Page	$0.75
In-house Photocopies B/W (11" X 17")	Per Page	$0.32
In-house Photocopies Color (11" X 17")	Per Page	$1.50
In-house Plots (B/W on Bond)	SF	$0.75
In-house Plots (Color on Bond)	SF	$1.75
In-house Large Format Plotting	SF	$2.50
In-house Mounting of Large Exhibits	SF	$10.00
In-house Traffic Control	Day	$1,500.00
GPS Receiver	Hour	$25.00
Terrestrial Laser Scanner	Hour	$80.00
LiDAR Workstation	Hour	$25.00
Helicopter Rate	Hour	$1,650.00
Aerial Lidar System	Day	$6,500.00
Digital Imagery Processing	Each	$20.00
LiDAR Mobile Mapping System	Day	$6,000.00
Aerial Photography Flight Crew Fixed Wing Aircraft	Hour	$180.00
LiDAR Flight Crew Fixed Wing Aircraft (includes Pilot and LiDAR Operator)	Hour	$192.00
Helicopter Flight Crew (Includes Pilot and LiDAR Operator)	Hour	$190.00
AP Transit Miles	Mile	$5.90
AP Project Flight Miles	Mile	$20.00
AP ABGPS Processing	Project	$2,250.00
FWAL Transit Miles	Mile	$6.00
FWAL Project Flight Miles	Mile	$20.00
B&W processing (film, development, scanning)	Each	$16.00
CIR processing (film, development, scanning)	Each	$23.00
Color processing (film, development, scanning)	Each	$26.00
Digital Image Processing	Each	$20.00
UAS – DJI M600	Hour	$150.00

Commissioners Court - Regular Session **50.**

Meeting Date: 11/26/2019

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 Great Oaks @ 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 SE Loop.
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.
v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center

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	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/21/2019 11:35 AM

Form Started By: Charlie Crossfield Started On: 11/21/2019 11:20 AM

Final Approval Date: 11/21/2019

Commissioners Court - Regular Session **51.**

Meeting Date: 11/26/2019

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	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/21/2019 11:35 AM

Form Started By: Charlie Crossfield Started On: 11/21/2019 11:21 AM

Final Approval Date: 11/21/2019