NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
July 21, 2020
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 – 64)

4. Discuss, consider and take appropriate action on a line item transfer for the Williamson County Sheriffs Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004414	Vehicle Insurance	21,000.00
From	0100.0560.004623	Equipment Lease	2,500.00
To	0100.0560.004210	Internet	23,500.00

5. Discuss, consider and take appropriate action on a line item transfer for Williamson County Sheriffs Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004511	Firing Range Maintenance	1,900.00
To	0100.0560.004510	Facility Maintenance	1,900.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004715	Vehicle Impound Yard	$13,000.00
To	0100.0560.005008	Law Enforcement Equipment	$13,000.00

7. Discuss, consider and take appropriate action on a line item transfer for the EMS department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles > $5,000	$4,200
To	0100-0540-003010	Computer Equipment	$4,200

8. Discuss, consider and take appropriate action on a line item transfer for the County Courts At Law Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0425.004134	Misdemeanor Cases-Ct Apptd Att	$70,000.00
To	0100.0425.004131	Family Cases-Ct Apptd Attys	$70,000.00

9. Discuss, consider, and take appropriate action on a line item transfer for the District Courts Budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0435.004002	Jurors, Grand Jurors, Jury Com	$40,000.00
From	0100.0435.004100	Professional Services	$15,000.00
To	0100.0435.004121	Expert Witness	$55,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0576.004510	Facility Maintenance	$3,000
TO	0100.0576.004541	Vehicle Maintenance	$3,000

11. Discuss, consider and take appropriate action one line item transfer for $5,000.00 from (581) 911 Communications to (583) Emergency Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100.0581.003010	Computer Equipment	$5,000
To:	0100.0583.004100	Professional Services	$5,000

12. 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	0200-0210-005200	Right of Way	$100,000.00
To	0200-0210-003554	Chemicals, Roadside Spraying	$100,000.00

13. 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	0200-0210-005200	Right of Way	$15,000.00
To	0200-0210-003556	Aggregate/Rock Materials	$15,000.00

14. Discuss, consider and take appropriate action on a line item transfer for On-Site Sewage Facilities.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0661-003010	Computer Equipment < $5,000	$3,500.00
To	0100-0661-004208	Internet Cloud Solutions	$3,500.00

15. Discuss, consider and take appropriate action on a line item transfer for the Constable Precinct #4 office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0554-003311	Uniforms	$5500
From	0100-0554-003100	Office Supplies	$3000
To	0100-0554-003008	Law Enforcement Equip < $5000	$8500

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004510	Facility Maintenance	$6,000
To	0100.0576.004543	Repair to Equipment	$6,000
From	0100.0576.003100	Office Supplies	$2,000
To	0100.0576.003318	Janitorial Supplies	$2,000

17. Discuss consider and take appropriate action acknowledging line item transfer of $500 of less completed by the County Auditor during April - June 2020(FY20 3rd quarter).

18. Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Trade-in including three (3) Ford F450s and four (4) Wheeled Coach Ambulance Modules, pursuant to Tx. Local Gov't Code 263.152.

19. Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle assets through Destruction including one (1) 2011 Ford Crown Victoria, pursuant to Tx. Local Gov't Code 263.152.

20. Discuss, consider and take appropriate action on approving property tax collections for the month of June 2020 for the Williamson County Tax Assessor/Collector.

21. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Williamson County Municipal Utility District No 19B and the County of Williamson, Texas.

22. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Mustang Creek Public Improvement District and the County of Williamson, Texas.

23. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between Cross Creek Public Improvement District and the County of Williamson, Texas.

24. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between Round Rock Municipal Utility District No. 1 and the County of Williamson, Texas.

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

26. Discuss, consider, and take appropriate action to approve the County Attorney June 2020 Monthly Report in compliance with Code of Criminal Procedure 103.005.

27. Discuss, consider and take appropriate action regarding acceptance of a donation of 20,000 KN-95 face masks from Tangipahoa Parish, Louisiana to be used for the purpose of Williamson County's response efforts relating to the Coronavirus Disease (COVID-19) response efforts pursuant to Tex. Loc. Gov't Code § 81.032.

28. Discuss, consider, and take appropriate action on approving the Master Terms & Conditions and Business Associate Agreement between Butterfly Network, Inc., and Williamson County to provide portable ultrasound imaging equipment to support the operations of Williamson County EMS and authorizing execution of the documents.

29. Discuss, consider and take appropriate action on contract amendment #2 to the Texas State Library Commission contract for the Williamson County Clerk's office to increase the "not to exceed" amount to $186,000 and authorize execution of the amendment.

30. Discuss, consider and take appropriate action on approving the lease with Sharp Electronics Corp for 4 copiers for the Williamson County Tax Office, in the amount of $564.94 per month, pursuant to DIR Contract #DIR-CPO-4433.

31. Discuss, consider and take appropriate action on approving the agreement between Georgia K9 NTC and Williamson County for the purchase of a trailing K9 and handler training in the amount of $14,000, and authorizing execution of the agreement. (Forfeiture funds).

32. Discuss, consider and take appropriate action to accept a donation of (70) FPR-15 filtered face masks for the Sheriff's Office from Mr. & Mrs. Steve Schell pursuant to Tex. Loc. Gov't Code 81.032.

33. Discuss, consider and take appropriate action on approving the purchase of two (2) 2020 Chevrolet Tahoes from Holiday Chevrolet in the amount of $101,737.30 pursuant to Tarrant County Cooperative Contract #2019-014 for the vehicles and #2019-181 for the upfitting.

34. Discuss, consider and take appropriate action on authorizing the extension of Williamson County Jail Food Services Contract 1605-081 Amendment 3 which includes the Scope Change Request attachment due to COVID-19, with Aramark Correctional Services, LLC, for the same terms and conditions as the existing contract, with the exception of, price changes noted on Attachment A as a result of Consumer Price Index and menu changes, subject to Commissioners Court approval for the term of August 1, 2020 - July 31, 2021.

35. Discuss, consider and take appropriate action on approving the lease with Sharp Electronics Corp for 3 copiers for the Williamson County Jail, in the amount of $457.56 per month, pursuant to DIR Contract #DIR-CPO-4433.

36. Discuss, consider and take appropriate action on approving Contract Amendment No. 1 to the agreement between Williamson County and Tyler Technologies, Inc. originally approved by Commissioner's Court on 6/30/2020, Agenda Item #50 to purchase Tyler Jury Manager and authorizing execution of the amendment.

37. Discuss, consider and take appropriate action on approving the purchase of Frontier Ethernet Internet Access Services from Freeit Data Solutions, Inc. in the amount of $354,642.27 per the terms of DIR Contract #DIR-TSO-3944, all related County Addenda to support the operations of the Williamson County ITS Department and authorizing execution of the documents.

38. Discuss, consider and take appropriate action on approving the purchase of Frontier Ethernet Internet Access Services from Freeit Data Solutions in the amount of $60,000.00 per the terms of DIR Contract #DIR-TSO-4229, the Services Agreement between Williamson County and Frontier Communications and all related County Addenda to support the operations of the Williamson County ITS Department and authorizing execution of the documents.

39. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Facilities Resource Inc. to provide the installation of twenty-two (22) Acrylic Panel Screens at the Williamson County Courthouse in the amount of $6,076.40 per the terms of Omnia Contract #R191817 and authorizing execution of the agreement.

40. Discuss, consider and take appropriate action on awarding RFP #T710 Electrical Maintenance Repairs and Installation Services “As Needed” to the overall highest scoring proposer Doyle Electric, LLC. and authorizing execution of the Master Services Contract.

41. Discuss, consider and take appropriate action on approving Contract Amendment No. 1 to the agreement between Williamson County and Doyle Electric, LLC. originally approved by Commissioner's Court on 6/2/2020, Agenda Item #65 to provide lighting upgrades to the North Jail Facility and authorizing execution of the amendment.

42. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Doyle Electric LLC to provide the Removal and Disposal of all existing interior light fixtures and the Installation of new LED lights at the Williamson County Taylor Health Clinic in the amount of $45,041.30 per the terms of Sourcewell Contract TX-CT-GC-121819-DEL and authorizing execution of the agreement.

43. Discuss, consider and take appropriate action on approving the Agreement between Williamson County and Doyle Electric, LLC. to provide lighting upgrades at the Juvenile Justice Center in the amount of $116,510.34 per the terms of Sourcewell Contract #TX-CT-E-121819-DEL and authorizing execution of the agreement.

44. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and TechCenter Design Inc. to provide the Labor to receive, deliver and install furniture in the amount of $28,690.00 per the terms of Sourcewell Contract # 121919-KII and authorizing execution of the agreement. Funding Source P434.

45. Discuss, consider and take appropriate action on approving Supplemental Work Authorization #1 to Work Authorization #1 for the Jail Facility Master Plan (P432) in the amount of $75,000 to expire on December 31, 2020 under Williamson County Contract for Engineering Services, dated January 30, 2019, between Williamson County and Talex Inc. Engineers.

46. Discuss, consider, and take appropriate action on approving the price proposal between J.T. Vaughn Construction, LLC and Williamson County for Road and Bridge Training Room Renovation in the amount of $42,816.00 pursuant to Choice Partners Contract No.15/041JN-16 and authorizing the execution of the agreement.

47. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Parking Lot Fog Seal FY20 under IFB #T1062.

48. Discuss, consider and take appropriate action on proposed landfill tipping fee rate increases.

49. Discuss, consider and take appropriate action on approving the lease with Sharp Electronics Corp for Copier for Fleet Services in the amount of $94.44 per month, pursuant to DIR Contract # DIR-CPO-4433.

50. Discuss, consider and take appropriate action on approving a renewal for Shopkey software to Mitchell 1 in the amount of $673.20.

51. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $50,000.00 to expire on August 31, 2022 under Williamson County Contract for Engineering Services between RPS Infrastructure, Inc. and Williamson County dated March 10, 2020 for On Call Traffic Engineering Services. Funding source: 01.0200.0210.004100.

52. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between PaveTex Engineering, LLC and Williamson County dated April 23, 2020 for On Call Materials Testing and Geotechnical Engineering Services.

53. Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 1 under Williamson County Contract between Alliance Transportation Group and Williamson County dated March 6, 2018 for On Call Professional Engineering Services for Small Drainage and Roadway Projects.

54. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 5 under Williamson County Contract between Rifeline, LLC and Williamson County dated March 26, 2019 for Subdivision Regulations.

55. Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB 1811-281, in the amount of -$6,293.42 for FY 19 Cross Culverts.

56. Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB #3625, in the amount of $47,159.42 for Chandler Road Milling, Sealing and Overlay.

57. Discuss, consider and take appropriate action on approval of the preliminary plat for the 970 Florence Ranchettes subdivision – Precinct 3.

58. Discuss, consider and take appropriate action on ratifying and approving the preliminary plat for the Fritz North subdivision – Precinct 4.

59. Discuss, consider and take appropriate action on approval of the final plat for the Schwertner Ranch Phase 1 subdivision – Precinct 3.

60. Discuss, consider and take appropriate action on approval of the replat for Lot 9, Carriage Oaks Estates subdivision – Precinct 2.

61. Discuss, consider and take appropriate action on approval of the preliminary plat for the Coupland Crossing subdivision – Precinct 4

62. Discuss, consider and take appropriate action on approval of the final plat for the Highlands at Mayfield Ranch Section 14 subdivision – Precinct 3.

63. Discuss, consider and take appropriate action on approval of the replat for Lot 20, Bear Creek Ranch Unit 4 subdivision – Precinct 2.

64. Discuss, consider and take appropriate action on approval of the preliminary plat for the Santa Rita Ranch Phase 2A subdivision – Precinct 3.

REGULAR AGENDA

65. Receive briefing on and discuss Pretrial Services Strategic Plan for 2020-2022.

66. Discuss and take appropriate action on the Citizen Participation Plan regarding the use of grant funds from the U.S. Department of Housing and Urban Development.

67. Discuss and take appropriate action on the Community Development Block Grant 2020 Action Plan.

68. Discuss and take appropriate action on license agreement between the County (on behalf of the Williamson County Conservation Foundation) and Sun City Community Association (SCCA) to benefit maintenance and related access to County held tract known as "Batwell Cave".

69. Discuss, consider and take appropriate action on issuing a comment letter to the US Fish and Wildlife Service recommending the removal of the Bone Cave harvestman from the Federal List of Endangered Species; and, further, authorize the law firm of Nossaman LLP to provide any necessary modifications to such letter in order to fully evidence Williamson County's support of such delisting.

70. Discuss, consider and take appropriate action on filling the open position of Deputy Constable for the Williamson County Precinct 2 Constable's Office with James W. Harrell Jr., pursuant to Texas Local Government Code 86.011.

71. Discuss, consider and take appropriate action on establishing County Holidays for FY2020/2021.

72. Discuss, consider, and take appropriate action on the issuance of a county-wide burn ban for a period not to exceed 90 days and to authorize the County Judge the authority to lift the order banning outdoor burning if conditions improve.

73. Discuss, consider and take appropriate action on funding matters relating to Coronavirus Aid, Relief, and Economic Security (CARES) Act to include, but not be limited to hearing an update on the Wilco Forward grant program, setting budget priorities in relation to remaining CARES Act funds and possible future funding and allocation plans in relation to CARES Act funds.

74. Discuss, consider and take appropriate action on approving the Wilco Forward Phase III Community Services terms of agreement between Williamson County and The Caring Place, The Salvation Army and Round Rock Serving Center in relation to the Wilco Forward Grant Program that is funded through the CARES Act for response to the Coronavirus Disease (COVID-19) pandemic; and, further, authorize the presiding officer of the Williamson County Commissioners Court to execute agreements containing the terms of agreement with the Caring Place, Salvation Army and Round Rock Serving Center.

75. Discuss, consider and take appropriate action to set a budget in the CARES Act Funding for the purchase of plexiglass partitions in the 911 Communications Center.

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	$50,064.94
	0546.0000.367440	Jane's Fund Donations	$26,412.11
	0546.0000.367442	Play Yard Donations	$854.40
	0546.0000.367443	Heart Worm Donations	$3,496.23
	0546.0000.367445	SIT Team Donations	$885.00
	0546.0000.367446	Capital Expansion Donations	$300.00
	0546.0000.367447	Animal Transport Donations	$8,827.78
	0546.0000.370150	Sales of Pet Care Products	$1,497.38

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	$1,497.38
	0546.0546.003670	Use of Donations	$50,064.94
	0546.0546.004100	Professional Services	$26,412.11
	0546.0546.004509	Facility Enhancements	$854.40
	0546.0546.004231	Travel	$8,827.78
	0546.0546.004232	Training	$885.00
	0546.0546.004975	Animal Medical Care	$3,496.23
	0546.0546.004999	Miscellaneous Expense	$300.00

78. Discuss, consider, and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances to approve a budget amendment acknowledging additional expenditures to the General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.004510	Facility Repairs	$1,694.00

79. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstance to approve a budget amendment acknowledging additional revenues for the General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	$1,694.00

80. Discuss, consider, and take appropriate action on the Employee Policy Manual.

81. Discuss, consider and take appropriate action on approving an update to the B chart for FY21.

82. Discuss, consider and take appropriate action on the District Attorney's lateral personnel moves to fill vacancies.

83. Discuss, consider and take appropriate action on exempting Tenex Software Solutions, Inc. from the competitive bidding requirements established by Section 262.024.(a)(2) of the Texas Local Government Code Discretionary Exemptions for items necessary to protect the public health or safety of the residents of the county and authorizing execution of the agreement.

84. Discuss, consider and take appropriate action on approving a 2019 Capital Improvement Program Budget Transfer to move $90,000 from Jail Boiler (P526) to Jail Master Plan (P432).

85. Discuss, consider and take appropriate action on approving the purchase of Grayshift software license for use by Williamson County Sheriff's Office during investigations in the amount of $15,075.

86. Discuss, consider and take appropriate action on an updated State Plan of Operation (SPO) Agreement between the State of Texas and the Williamson County Sheriff's Office with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 U.S.C. 2576a.

87. Discuss, consider and take appropriate action to authorize the Williamson County Sheriff's Office to amend the budget for the Texas Department of Transportation (TxDOT) FY2020 Selective Traffic Enforcement Program (STEP) Comprehensive Grant.

88. Discuss, consider and take appropriate action, authorizing the Williamson County Sheriff's Office to amend the project dates of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2019, Local Solicitation.

89. Discuss, consider and take appropriate action on exempting Penlink, Ltd. from the competitive bidding requirements established by Section 262.024(a)(7) of the Texas Local Government Code Discretionary Exemptions, as the sole provider for Pen-Link PLX and Pen Point programs to support the operations of the Williamson County Sheriff's Office.

90. Discuss, consider, and take appropriate action on approving an exception to policy and transferring funds from PCN 1384 to PCN's 1320, 1288, & 1313 to accommodate tenure.

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

92. Discuss, consider, and take appropriate action regarding the Williamson County Long-Range Transportation Plan to address current and projected needs in the public interest.

93. Receive and acknowledge the July 2020 Construction Summary Report and PowerPoint Presentation for the Road Bond Program.

94. Discuss, consider and take appropriate action on updating the Flood Damage Prevention Order, allowing for an update reference to the effective FEMA study and datum, and to provide clarification on detention requirements.

95. Discuss, consider and take appropriate action regarding Change Order #2 in the amount of $-31,226.20 for Limestone Terrace and Quarry Rim (ProDirt Services), a Road and Bridge project in Commissioner Pct. 3.
P: 481 Source: Road & Bridge

96. Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of $-43,554.60 for the Limestone Terrace and Quarry Rim (ProDirt Services), a Road & Bridge project in Commissioner Pct. 3.
P: 481 Funding: Road & Bridge

97. Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of $3,372.67 for Seward Junction Improvements (Jordan Foster Construction), a Road Bond project in Commissioner Pct. 3.

98. Discuss, consider and take appropriate action regarding Change Order No. 5 in the amount of $-390.00 for the San Gabriel Ranch Road Bridge (A Greater Austin Development), a Road & Bridge project in Commissioner Pct 2.
P: 439 Funding: Road & Bridge

99. Discuss, consider, and take appropriate action regarding Change Order No 3 in the amount of $10,419.60 for the CR 110 Middle (James Construction), a Road Bond project in Commissioner Pct. 4.
P: 261 Funding: Road Bond

100. Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the Ronald Reagan Boulevard Widening contract between Williamson County and CP&Y, Inc. relating to the 2019 Road Bond Program. Project: P336. Fund Source: Road Bonds.

101. Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the Utility Coordination/Relocation Services contract between Williamson County and Cobb, Fendley & Associates, Inc. relating to the Corridor and Road Bond Programs. Project: On-Call. Fund Source: Corridor & Road Bonds.

102. Discuss, consider and take appropriate action on a real estate contract with Kathryn J. Carlton as Trustee of the Kathryn J. Carlton Revocable Living Trust for right of way needed on the Corridor C project (Parcel 10). Funding Source: Road Bonds P459

103. Discuss, consider and take appropriate action on a real estate contract with Doris S. Dickerson a/k/a Doris Sue Dickerson for right of way needed on the O'Connor Signal project (Parcel 3). Funding Source: Road Bond P281

104. Discuss, consider and take appropriate action on a real estate contract with Kathryn Ann Wilson, Beth Nowlin Davis, Casey S. Smith, Hatch C. Smith Jr. and Katherine S. Tuck for right of way needed on the Corridor C project (Parcel 15). Funding Source: Road Bonds P459

105. Discuss, consider and take appropriate action on a real estate contract with Rickey D. Wells and Sherry L. Wells for right of way needed on the Corridor H/Sam Bass Rd. project (Parcel 36). Funding Source: Road Bond P462

106. Discuss, consider and take appropriate action on a real estate contract with David A. Franklin and Janis E. Franklin for right fo way needed on the Corridor H/Sam Bass Rd. project (Parcel 33). Funding Source: Road Bonds P462

107. Discuss, consider and take appropriate action on a real estate contract and leaseback agreement with Christopher and Amanda Robinson for right of way needed on the Corridor A/Southeast Loop project (Parcel 19). Funding Source: Road Bonds P463

108. Discuss, consider and take appropriate action on a real estate contract with Eugene McGlone for right of way needed on the Corridor A/Southeast Loop project (Parcel 9). Funding Source: Road Bonds P463

109. Discuss, consider and take appropriate action on a real estate contract with Robert and Sharon F. Bridges for right of way needed on the Corridor A/Southeast Loop project (Parcel 5). Funding Source: Road Bonds P463

110. Discuss, consider and take appropriate action on a real estate contract and leaseback agreement with Christopher and Kathleen Ann Fetters for right of way needed on the Corridor A/Southeast Loop project (Parcel 17). Funding Source: Road Bonds P463

111. Discuss, consider and take appropriate action on a Roadway Easement with Hilltop Ranchettes, LLC., Jeremy D. Johnson and Brandi L. Johnson regarding CR 451.

112. Discuss, consider and take appropriate action on a Letter Agreement with Frankie and Judy B. Limmer regarding right of way needed on CR 450. Funding Source: Road & Bridge

113. Discuss, consider and take appropriate action to authorize the County Judge to execute a quitclaim deed releasing 2.21 acres of abandoned CR 366 spur.

114. Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (71.951 acres) required for the construction of Corridor C, and take appropriate action. (J.A. DAVIDSON HOLDINGS, L.P., a Texas limited partnership, PAMELA G. MARTIN, DENNIS L. DAVIDSON AND JAMES A. DAVIDSON, JR., as their interests may appear).

115. Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (15.025 acres) required for the construction of Corridor C, and take appropriate action. (DAVID CURTIS BELT and PATRICIA CAROL BELT)

116. Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (23.062 acres) required for the construction of Corridor C, and take appropriate action. (RICHARD CHARLES SCHMICKRATH and CAROL JEAN SCHMICKRATH)

117. Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.89 acres) required for the construction of CR 111/Westinghouse Rd, and take appropriate action. (**DONNA H. GAWARECKI AS TRUSTEE FOR BRIAN MICHAEL GAWARECKI AND ADAM WAYNE GAWARECKI**)

118. Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (3.192 acres) required for the construction of CR 111/Westinghouse Rd, and take appropriate action. (DONNA WICKER, TRUSTEE OF THE HULLUM FAMILY LAND TRUST AND TRUSTEE OF THE GAWARECKI FAMILY LAND TRUST)

119. Discuss, consider and take appropriate action on a real estate contract with Jo Ann Doris Boyd for right of way needed on the Southeast Loop project. (Parcel 8) Funding Source: Road Bonds P463

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)."

120. 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: O'Connor Signal Project
d) Discuss the acquisition of real property: CR 200
e) Discuss the acquisition of real property for County Facilities.
f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
g) Discuss the acquisition of real property for SH 29 @ DB Wood.
h) Discuss the acquisition of real property for Hairy Man Rd.
i) Discuss the acquisition of real property for N. Mays.
j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
k) Discuss the acquisition of real property for CR 111.
l) Discuss the acquisition of real property for Corridor H
m) Discuss the acquisition of real property for future SH 29 corridor.
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/Corridor A.
s) Discuss the acquisition of right-of-way for Reagan extension.
t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
u) Discuss the acquisition of real property on CR 451.
v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
x) Discuss the acquisition of real property needed on CR 450.
y) Discuss the acquisition of the MKT Right of Way

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 a release of easement on CR 366.
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

i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas

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

121. 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
j) Project Co-Op
k) Project Liberty

122. 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 Gleason 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) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
r) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.
s) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
t) Claim of Regina Wright.
u) Law on use of County facilities.
v) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
w) Civil Action No. 1:20-CV-00062; Jaivonte Roberts v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
x) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.
y) Cause No. 20-0752-C26; County of Williamson, by and through the Williamson County Commissioners Court v. Robert Chody, Individually and in his Official Capacity as Sheriff of Williamson County; In the 26th District Court of Williamson County, Texas.
z) Legal matters relating to Javier Ambler.
aa) Heather Vargas - Texas Workforce Commission/EEOC Charge.
bb) Lease Agreements with Williamson County Children's Advocacy Center.

123. 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)

124. Discuss and take appropriate action concerning economic development.

125. Discuss and take appropriate action concerning real estate.

126. 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 Gleason 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.)
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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) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
r) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.
s) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
t) Claim of Regina Wright.
u) Law on use of County facilities.
v) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.

w) Civil Action No. 1:20-CV-00062; Jaivonte Roberts v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
x) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.
y) Cause No. 20-0752-C26; County of Williamson, by and through the Williamson County Commissioners Court v. Robert Chody, Individually and in his Official Capacity as Sheriff of Williamson County; In the 26th District Court of Williamson County, Texas.
z) Legal matters relating to Javier Ambler.
aa) Heather Vargas - Texas Workforce Commission/EEOC Charge.
bb) Lease Agreements with Williamson County Children's Advocacy Center.

127. 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.

128. 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 17th day of July 2020 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **4.**

Meeting Date: 07/21/2020

Line Item Transfer for County Sheriff

Submitted For: Robert Chody **Submitted By:** Brenda Staples, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Williamson County Sheriffs Office.

Background

This Line Item transfer utilizes overages in annual insurance funds and allows coverage of shortfall in Internet Services usage.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004414	Vehicle Insurance	21,000.00
From	0100.0560.004623	Equipment Lease	2,500.00
To	0100.0560.004210	Internet	23,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/26/2020 03:58 PM
Budget Office	Ashlie Koenig	06/26/2020 04:00 PM
Form Started By: Brenda Staples		Started On: 04/20/2020 03:19 PM
Final Approval Date: 06/26/2020		

Commissioners Court - Regular Session **5.**

Meeting Date: 07/21/2020

Line Item Transfer

Submitted For: Robert Chody **Submitted By:** Brenda Staples, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Williamson County Sheriffs Office.

Background

Fund transfer is necessary to cover the purchase of lumber to enhance obstacle course at the training center.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004511	Firing Range Maintenance	1,900.00
To	0100.0560.004510	Facility Maintenance	1,900.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/26/2020 04:45 PM
Budget Office	Ashlie Koenig	06/29/2020 09:28 AM
Form Started By: Brenda Staples		Started On: 06/26/2020 04:33 PM
Final Approval Date: 06/29/2020		

Commissioners Court - Regular Session **6.**

Meeting Date: 07/21/2020

Line Item Transfer

Submitted For: Robert Chody **Submitted By:** Brenda Staples, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

To purchase specialized camera equipment for on-going investigations and surveillance. Please direct questions to Chief Ryle or Sheriff Chody.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004715	Vehicle Impound Yard	$13,000.00
To	0100.0560.005008	Law Enforcement Equipment	$13,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/13/2020 09:46 AM
Budget Office	Ashlie Koenig	07/13/2020 10:58 AM
Form Started By: Brenda Staples		Started On: 07/07/2020 11:14 AM
Final Approval Date: 07/13/2020		

Commissioners Court - Regular Session **7.**

Meeting Date: 07/21/2020

EMS LIT

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the EMS department.

Background

Movement of funds to the correct line item to purchase a front facing camera for a new ambulance.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles > $5,000	$4,200
To	0100-0540-003010	Computer Equipment	$4,200

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/29/2020 02:51 PM
Budget Office	Ashlie Koenig	07/08/2020 03:33 PM

Form Started By: Michael Knipstein Started On: 06/29/2020 01:47 PM

Final Approval Date: 07/08/2020

Commissioners Court - Regular Session **8.**

Meeting Date: 07/21/2020

Line Item Transfer for County Courts At Law Department

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the County Courts At Law Department.

Background

It is projected that the County Courts At Law Department will need approximately $70,000 in Court Appointed Attorneys-Family Cases. The money is available in the Court Appointed Attorneys-Misdemeanor Cases Line Item.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0425.004134	Misdemeanor Cases-Ct Apptd Att	$70,000.00
To	0100.0425.004131	Family Cases-Ct Apptd Attys	$70,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/08/2020 03:01 PM
Budget Office	Ashlie Koenig	07/08/2020 03:34 PM
Form Started By: Julie Kiley		Started On: 07/08/2020 02:46 PM
Final Approval Date: 07/08/2020		

Commissioners Court - Regular Session **9.**

Meeting Date: 07/21/2020

Line Item Transfer for District Courts Budget

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for the District Courts Budget.

Background

Due to an increase in mental health cases and the costs associated with capital trials there has been an increase in expert witness expenses.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0435.004002	Jurors, Grand Jurors, Jury Com	$40,000.00
From	0100.0435.004100	Professional Services	$15,000.00
To	0100.0435.004121	Expert Witness	$55,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/08/2020 05:17 PM
Budget Office	Ashlie Koenig	07/09/2020 08:38 AM

Form Started By: Julie Kiley Started On: 07/08/2020 05:07 PM

Final Approval Date: 07/09/2020

Commissioners Court - Regular Session **10.**

Meeting Date: 07/21/2020

Budget LIne Item Transfer for Juvenile Services

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Juvenile Services is requesting a line item transfer of $3,000 from Facility Repairs to Vehicle Maintenance to cover the costs of ongoing maintenance of our vehicles for the remainder of the fiscal year. Due to unexpected necessary repairs, the budgeted allocation falls short of the need in this line item.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0576.004510	Facility Maintenance	$3,000
TO	0100.0576.004541	Vehicle Maintenance	$3,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/09/2020 11:40 AM
Budget Office	Ashlie Koenig	07/13/2020 09:53 AM
Form Started By: Denise Carlson		Started On: 07/09/2020 11:26 AM
Final Approval Date: 07/13/2020		

Commissioners Court - Regular Session **11.**

Meeting Date: 07/21/2020

Line Item Transfer From 911 Communications to Emerg Serv

Submitted For: Chris Connealy **Submitted By:** Damaris Morales, Emergency Services Dept.

Department: Emergency Services Dept.

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action one line item transfer for $5,000.00 from (581) 911 Communications to (583) Emergency Services.

Background

Funds are needed to cover underestimated expenses for critical incident counseling for all of Emergency Services. The original budget amount of $25,000.00, along with $5,000.00 additional monies (from EMS), currently leave this PO # 173216 with a $3,080.00 balance. The average amount spent the last six months equals $3,860.00. We are requesting the additional $5,000.00 from 911 to offset the balance for services that will be rendered for July, August and September. This balance average do not include COVID-19 sessions, which are being billed separately and paid with CARES funding.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100.0581.003010	Computer Equipment	$5,000
To:	0100.0583.004100	Professional Services	$5,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/14/2020 08:08 AM
Budget Office	Ashlie Koenig	07/14/2020 08:31 AM

Form Started By: Damaris Morales Started On: 07/13/2020 12:26 PM

Final Approval Date: 07/14/2020

Commissioners Court - Regular Session **12.**

Meeting Date: 07/21/2020

Line item transfer for the Road and Bridge Division

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, 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 continue with the County Roadside Vegetation Control Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005200	Right of Way	$100,000.00
To	0200-0210-003554	Chemicals, Roadside Spraying	$100,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/15/2020 09:46 AM
Budget Office	Ashlie Koenig	07/15/2020 09:49 AM
Form Started By: Kelly Murphy		Started On: 07/14/2020 01:50 PM
Final Approval Date: 07/15/2020		

Commissioners Court - Regular Session **13.**

Meeting Date: 07/21/2020

Line item transfer for the Road and Bridge Division

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, 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 continue the County Road Seal Coat Program for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005200	Right of Way	$15,000.00
To	0200-0210-003556	Aggregate/Rock Materials	$15,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/15/2020 09:47 AM
Budget Office	Ashlie Koenig	07/15/2020 09:49 AM
Form Started By: Kelly Murphy		Started On: 07/14/2020 01:54 PM
Final Approval Date: 07/15/2020		

Commissioners Court - Regular Session **14.**

Meeting Date: 07/21/2020

Line item transfer for On Site Sewage Facilities

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for On-Site Sewage Facilities.

Background

This transfer is necessary in order to continue to utilize OSSF software for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0661-003010	Computer Equipment < $5,000	$3,500.00
To	0100-0661-004208	Internet Cloud Solutions	$3,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/15/2020 09:48 AM
Budget Office	Ashlie Koenig	07/15/2020 09:50 AM
Form Started By: Kelly Murphy		Started On: 07/14/2020 01:58 PM
Final Approval Date: 07/15/2020		

Commissioners Court - Regular Session **15.**

Meeting Date: 07/21/2020

Line Item Transfer

Submitted By: Brian Olson, Constable Pct. #4

Department: Constable Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Constable Precinct #4 office.

Background

In an effort to standardize and replace the department's aging patrol rifle equipment, these funds will pay the cost difference after trade in credit is applied to the balance. It will also cover the cost of new equipment that will be purchased and issued to a deputy not previously issued one.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0554-003311	Uniforms	$5500
From	0100-0554-003100	Office Supplies	$3000
To	0100-0554-003008	Law Enforcement Equip < $5000	$8500

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/15/2020 10:43 AM
Budget Office	Ashlie Koenig	07/15/2020 10:45 AM
Form Started By: Brian Olson		Started On: 07/14/2020 02:22 PM
Final Approval Date: 07/15/2020		

Commissioners Court - Regular Session **16.**

Meeting Date: 07/21/2020

Budget Line Item Transfer Request for Juvenile Services

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Juvenile Services in requesting a LIT from BLI 4510 (Facility Maintenance) to BLI 4543 (Repairs to Equipment) to have both our washer and dryer for out residential program repaired. Due to the unexpected cost of these repairs the original budget allocation was not sufficient.

Juvenile Services is also requesting a LIT from BLI 3100 (Office Supplies) to BLI 3318 (Janitorial Supplies). This LIT should cover the purchase of janitiorial supplies for the remainder of the FY.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004510	Facility Maintenance	$6,000
To	0100.0576.004543	Repair to Equipment	$6,000
From	0100.0576.003100	Office Supplies	$2,000
To	0100.0576.003318	Janitorial Supplies	$2,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/15/2020 12:14 PM
Budget Office	Ashlie Koenig	07/15/2020 01:15 PM

Form Started By: John Pelczar Started On: 07/15/2020 11:31 AM

Final Approval Date: 07/15/2020

Commissioners Court - Regular Session **17.**

Meeting Date: 07/21/2020

Line Item Transfer of $500 or Less April - June 2020 FY20 7-7-2020

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

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss consider and take appropriate action acknowledging line item transfer of $500 of less completed by the County Auditor during April - June 2020(FY20 3rd quarter).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LIT FY20 APR-JUN 2020

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/07/2020 10:08 AM
Form Started By: Anabel Macias		Started On: 07/07/2020 09:50 AM
Final Approval Date: 07/07/2020		

FY20 LIT's Equal to or Less Than $500

Dept	*From/To*			*Line #*			*Amount*
Sheriff's Office	From	01	0100	0570	004350	$	500.00
	To	01	0100	0570	004410	$	500.00
Emergency Communications	From	01	0100	0581	003901	$	130.00
	To	01	0100	0581	003005	$	130.00
Emergency Communications	From	01	0100	0581	003901	$	30.00
	To	01	0100	0581	003005	$	30.00
Fleet	From	01	0882	0882	005003	$	500.00
	To	01	0882	0882	004543	$	500.00
Justice Center	From	01	0100	0475	004902	$	158.00
	To	01	0100	0475	003311	$	158.00
Purchasing	From	01	0100	0494	004350	$	204.00
	To	01	0100	0494	004231	$	204.00
Justice Center	From	01	0100	0477	004999	$	239.00
	To	01	0100	0477	004544	$	239.00
Sheriff's Office	From	01	0100	0570	004350	$	500.00
	To	01	0100	0570	003008	$	500.00
Justice of the Peace, Pct. 3	From	01	0100	0453	004933	$	400.00
	To	01	0100	0453	003005	$	400.00
Justice of the Peace, Pct. 2	From	01	0100	0452	004141	$	50.00
	To	01	0100	0452	004190	$	50.00
County Court at Law 2	From	01	0100	0427	004999	$	10.00
	To	01	0100	0427	003900	$	10.00
Sheriff's Office	From	01	0100	0560	004543	$	250.00
	To	01	0100	0560	004510	$	250.00
County Attorney	From	01	0100	0475	004902	$	40.00
	To	01	0100	0475	004705	$	40.00
Commissioner Precinct 4	From	01	0100	0214	004231	$	500.00
	To	01	0100	0214	003901	$	500.00
Commissioners Court	From	01	0100	0401	004621	$	375.00
	To	01	0100	0401	003010	$	375.00

Facilities Department	From	01	0100	0509	004999	$	300.00
	To	01	0100	0509	003900	$	300.00
Commissioner Precinct 1	From	01	0100	0211	004231	$	391.00
	To	01	0100	0211	003011	$	250.00
	To	01	0100	0211	003901	$	65.00
	To	01	0100	0211	003005	$	76.00
MOT	From	01	0100	0341	003100	$	5.00
	To	01	0100	0341	003005	$	5.00
Road & Bridge	From	01	0200	0210	005711	$	500.00
	To	01	0200	0210	004543	$	500.00
District Attorney	From	01	0100	0440	004236	$	500.00
	To	01	0100	0440	004541	$	500.00
Magistrate Office	From	01	0100	0477	004350	$	318.00
	To	01	0100	0477	003901	$	318.00
Road & Bridge	From	01	0200	0210	005700	$	500.00
	To	01	0200	0210	003318	$	500.00
EMS Communications	From	01	0100	0581	003010	$	500.00
	To	01	0100	0581	004311	$	500.00
EMS	From	01	0100	0540	003001	$	300.00
	To	01	0100	0540	003110	$	300.00
MOT	From	01	0100	0341	003010	$	400.00
	To	01	0100	0341	004209	$	400.00
Constable Precinct 4	From	01	0100	0554	004999	$	51.99
	To	01	0100	0554	003010	$	51.99
Facilities	From	01	0100	0509	004999	$	100.00
	To	01	0100	0509	004705	$	100.00
Animal Services	From	01	0545	0545	003100	$	200.00
	To	01	0545	0545	004505	$	200.00
EMS	From	01	0100	0540	003001	$	500.00
	To	01	0100	0540	003010	$	500.00
Department of Infrastructure	From	01	0100	0661	003005	$	500.00
	To	01	0100	0661	004924	$	500.00

County Jail	From	01	0100	0570	004350	$	500.00
	To	01	0100	0570	003008	$	500.00
County Court at Law 3	From	01	0100	0428	004010	$	250.00
	To	01	0100	0428	003010	$	250.00
County Attorney	From	01	0100	0475	004902	$	428.00
	To	01	0100	0475	003900	$	428.00
Budget Office	From	01	0100	0409	004998	$	20.42
	To	01	0100	0409	004998	$	20.42
J.P. Precinct 1	From	01	0100	0452	004190	$	491.00
	To	01	0100	0452	004192	$	491.00
S.O.	From	01	0100	0560	003100	$	450.00
	To	01	0100	0560	004705	$	450.00
Facilities	From	01	0100	0509	005003	$	110.00
	To	01	0100	0509	003010	$	110.00
Constable Precinct 1	From	01	0100	0551	004410	$	500.00
	To	01	0100	0551	003008	$	500.00
Human Resources	From	01	0100	0402	003101	$	384.00
	To	01	0100	0402	004208	$	384.00
County Attorney	From	01	0100	0475	004902	$	260.21
	To	01	0100	0475	004705	$	260.21
Fleet	From	01	0882	0882	005003	$	35.00
	To	01	0882	0882	004350	$	35.00
WC Historical Commission	From	01	0100	0636	004210	$	50.00
	To	01	0100	0636	004100	$	50.00
Fleet Maintenance	From	01	0882	0882	005003	$	500.00
	To	01	0882	0882	004543	$	500.00
EMS Communications	From	01	0100	0581	003010	$	500.00
	To	01	0100	0581	004999	$	500.00
Constable Precinct 2	From	01	0100	0552	003008	$	150.00
	To	01	0100	0552	003002	$	150.00
County Clerk Records Management	From	01	0385	0385	004544	$	149.99

	To	01	0385	0385	003010	$	149.99
Budget Office	From	01	0100	0491	004999	$	300.00
	From	01	0100	0491	004212	$	14.49
	To	01	0100	0491	003100	$	314.49
Sheriff's Office	From	01	0100	0560	003100	$	500.00
	To	01	0100	0560	004705	$	500.00
District Attorney	From	01	0100	0440	004932	$	500.00
	To	01	0100	0440	003120	$	500.00
County Attorney	From	01	0100	0475	004902	$	139.00
	To	01	0100	0475	004902	$	139.00

Commissioners Court - Regular Session **18.**

Meeting Date: 07/21/2020

V/E Assets for Trade-in 7.21.20

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Trade-in including three (3) Ford F450s and four (4) Wheeled Coach Ambulance Modules, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

V/E Assets for Trade-in 7.21.20

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/15/2020 05:59 PM
County Judge Exec Asst.	Andrea Schiele	07/16/2020 08:02 AM
Form Started By: Randy Barker		Started On: 07/15/2020 10:38 AM
Final Approval Date: 07/16/2020		

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	540 - EMS
County VIN/Serial Number	1FDUF4GT5EEB80833
Equipment/Door Number	ET1496
License Plate	1189613
Year	2014
Make	Ford
Model	F450
Comments (mileage, mechanical issues, other info)	Vehicle being traded.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Mike Knipstein 7/1/2020 10:47 AM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 7/1/2020 1:18 PM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 7/9/2020 10:58 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 7/9/2020 12:13 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/9/2020 1:20 PM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	540 - EMS
County VIN/Serial Number	1FDUF4GT9FEA77609
Equipment/Door Number	ET1493
License Plate	1189611
Year	2015
Make	Ford
Model	F450
Comments (mileage, mechanical issues, other info)	Trade in.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Mike Knipstein 7/1/2020 10:52 AM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 7/1/2020 1:26 PM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 7/9/2020 10:56 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 7/9/2020 12:00 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/9/2020 1:12 PM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	540 - EMS
County VIN/Serial Number	1FDUF4GT2FEC73052
Equipment/Door Number	ET1570
License Plate	1218380
Year	2015
Make	Ford
Model	F450
Comments (mileage, mechanical issues, other info)	Trade in.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Mike Knipstein 7/1/2020 10:50 AM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 7/1/2020 1:23 PM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 7/9/2020 11:00 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 7/9/2020 12:15 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/9/2020 1:23 PM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	540 - EMS
County VIN/Serial Number	351013
Equipment/Door Number	8493WC
License Plate	N/A
Year	2015
Make	Wheeled Coach Ambulance Module
Comments (mileage, mechanical issues, other info)	Ambualnce module attached to ET1493
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Mike Knipstein 7/1/2020 10:53 AM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Fleet Comments	Attached to ET1493
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 7/1/2020 1:30 PM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 7/9/2020 10:55 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 7/9/2020 11:57 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/9/2020 1:08 PM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	540 - EMS
County VIN/Serial Number	351186
Equipment/Door Number	8570WC
License Plate	N/A
Year	2015
Make	Wheeled Coach Ambulance Module
Comments (mileage, mechanical issues, other info)	Ambulance module attached to ET1570
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Mike Knipstein 7/1/2020 1:36 PM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Fleet Comments	Attached to ET1570
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 7/1/2020 1:25 PM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 7/9/2020 10:57 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 7/9/2020 12:04 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/9/2020 1:17 PM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	540 - EMS
County VIN/Serial Number	301032
Equipment/Door Number	8104WC
License Plate	N/A
Year	2014
Make	Wheeled Coach
Comments (mileage, mechanical issues, other info)	Ambulance module attached to ET1496
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Mike Knipstein 7/1/2020 10:48 AM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Fleet Comments	Ambulance attached to ET1496, to be traded in
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 7/1/2020 1:19 PM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 7/9/2020 11:01 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 7/9/2020 12:17 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/9/2020 1:27 PM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	540 - EMS
County VIN/Serial Number	321014
Equipment/Door Number	8235WC
License Plate	N/A
Year	2015
Make	Wheeled Coach Ambulance Module
Comments (mileage, mechanical issues, other info)	Ambulance module attached to ET1568.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Mike Knipstein 7/1/2020 10:56 AM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Fleet Comments	Attached to ET1568
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 7/1/2020 1:38 PM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 7/9/2020 10:10 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 7/9/2020 11:54 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/9/2020 1:04 PM

Commissioners Court - Regular Session **19.**

Meeting Date: 07/21/2020

V/E Assets for Destruction 7.21.20

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle assets through Destruction including one (1) 2011 Ford Crown Victoria, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached list for details. This vehicle was previously approved for use as salvage parts after being declared a Total Loss in 2013. After full utilization as a salvage resource, the vehicle was sent to auction. Two (2) previous attempts to auction were made in 2016 and payments were received by Williamson County but buyer never took possession of the vehicle and forfeited ownership rights per the terms of the auction. The vehicle currently has minimal value to Williamson County as the previous sales amounts were both under $165.00. This item is for Court approval to scrap the vehicle remnants and sell as scrap to a metal recycling firm.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

V/E Assets for Destruction 7.21.20

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/15/2020 11:21 AM
County Judge Exec Asst.	Andrea Schiele	07/15/2020 11:32 AM
Form Started By: Randy Barker		Started On: 07/15/2020 10:39 AM
Final Approval Date: 07/15/2020		

Reason for Status Change	Other- See Comments
Department	882 - Fleet Services
County VIN/Serial Number	2FABP7BV7BX137663
Equipment/Door Number	SA1118
License Plate	1110319
Year	2011
Make	Ford
Model	Crown Victoria
Comments (mileage, mechanical issues, other info)	Destruction
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Kevin Teller 7/9/2020 1:09 PM
Receiving Department Signature	✖
Method of Status change: This vehicle is to be considered for: (select one)	Other
Fleet Comments	Vehicle was kept for salvagable parts,after salvable parts were remove it was listed and sold at auction twice but never picked up. We are moving this vehicle from auction to salvage. Original CC approval date 1/28/2014 Vehicle marked for destruction.
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 7/9/2020 1:24 PM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 7/9/2020 1:36 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 7/9/2020 3:09 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/9/2020 3:20 PM

Commissioners Court - Regular Session **20.**

Meeting Date: 07/21/2020

Property Tax Collections – June 2020

Submitted For: Larry Gaddes **Submitted By:** Renee Clark, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving property tax collections for the month of June 2020 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

060120-063020 GWI-RFM

060120-063020 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 11:26 AM
Form Started By: Renee Clark		Started On: 07/16/2020 11:12 AM
Final Approval Date: 07/16/2020		

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
June 1-30, 2020

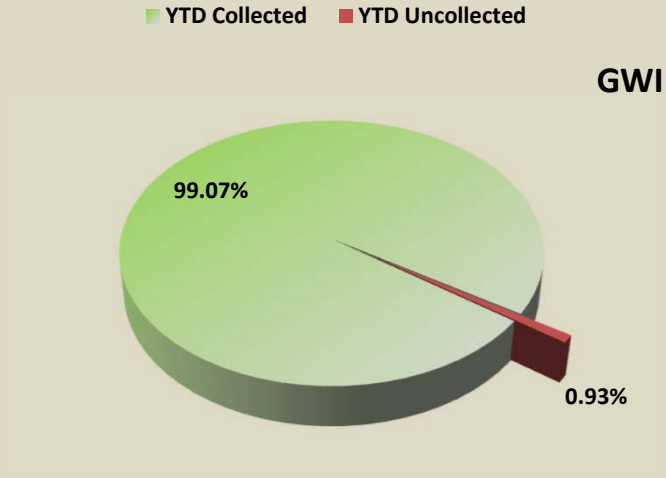
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2019	$288,080,730.50	($154,042.37)	$287,926,688.13	$436,125.35	$58,969.06	$209.43	$2,681,192.45	$285,245,495.68	99.07%	99.25%	99.59%
2018 & Prior	$2,372,220.70	($863,351.97)	$1,508,868.73	$22,022.96	$8,792.12	$1,719.76	$1,704,305.53	($195,436.80)	-12.95%	-1.26%	
Rollbacks	$365,097.69	$845,588.42	$1,210,686.11	$20,722.12	$0.00	$0.00	$219,806.38	$990,879.73	81.84%	82.58%	
Total All	$290,818,048.89	($171,805.92)	$290,646,242.97	$478,870.43	$67,761.18	$1,929.19	$4,605,304.36	$286,040,938.61	98.42%	98.66%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2019	$27,355,408.62	($8,015.73)	$27,347,392.89	$41,550.19	$5,603.84	$20.40	$251,352.43	$27,096,040.46	99.08%	99.26%	99.59%
2018 & Prior	$208,455.77	($80,143.14)	$128,312.63	$1,971.09	$788.20	$137.26	$146,982.45	($18,669.82)	-14.55%	-1.82%	
Rollbacks	$33,250.27	$78,573.17	$111,823.44	$1,924.72	$0.00	$0.00	$20,652.91	$91,170.53	81.53%	82.26%	
Total All	$27,597,114.66	($9,585.70)	$27,587,528.96	$45,446.00	$6,392.04	$157.66	$418,987.79	$27,168,541.17	98.48%	98.73%	

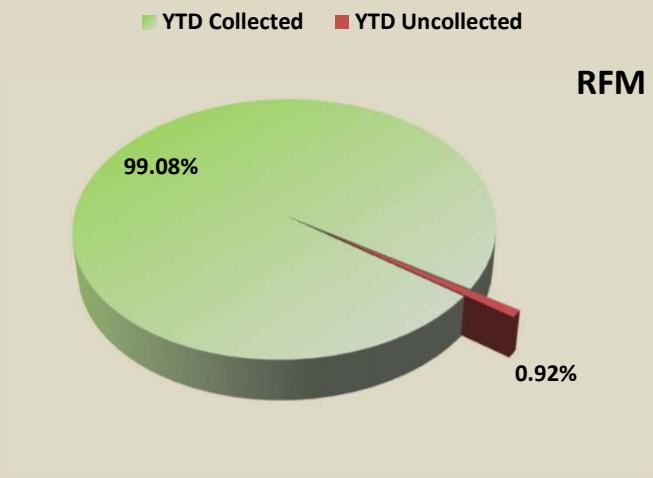
2019 COMBINED MONTHLY BREAKDOWN

Oct-19	$318,415,163.55	$69,338.91	$318,484,502.46	$7,496,527.39	$48,223.83	$1,321.80	$310,986,653.27	$7,497,849.19
Nov-19	$318,484,502.46	$694,814.30	$319,179,316.76	$16,104,942.86	$10,400.61	$590.80	$295,575,933.91	$23,603,382.85
Dec-19	$319,179,316.76	($484,593.07)	$318,694,723.69	$169,824,788.05	$25,118.81	$3,263.02	$125,263,289.77	$193,431,433.92
Jan-20	$318,694,723.69	($56,846.87)	$318,637,876.82	$109,780,093.26	$20,000.98	($112,301.44)	$15,538,651.08	$303,099,225.74
Feb-20	$318,637,876.82	$29,340.37	$318,667,217.19	$4,922,830.80	$288,359.87	$25,196.03	$10,619,964.62	$308,047,252.57
Mar-20	$318,667,217.19	($53,707.58)	$318,613,509.61	$2,319,345.21	$126,283.60	$1,385.41	$8,245,526.42	$310,367,983.19
Apr-20	$318,613,509.61	($426,832.91)	$318,186,676.70	$462,125.51	$99,273.07	$511.82	$7,356,056.18	$310,830,620.52
May-20	$318,186,676.70	$5,862.10	$318,192,538.80	$1,850,438.14	$88,865.60	$2,017.84	$5,509,462.30	$312,683,076.50

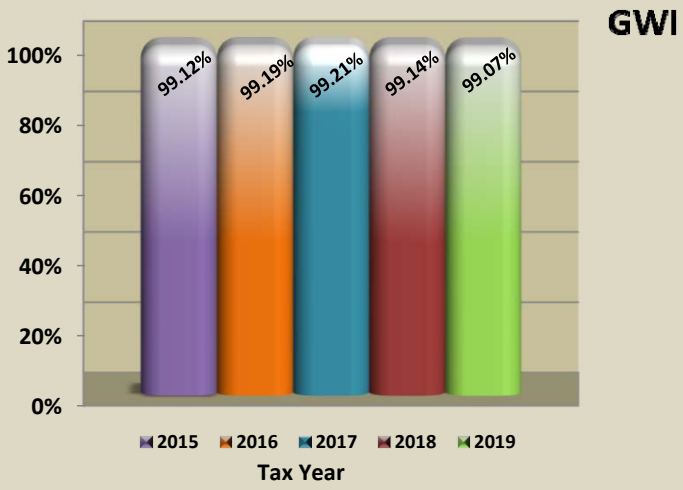
Year to Date Collection Report
October 1, 2019 - June 30, 2020



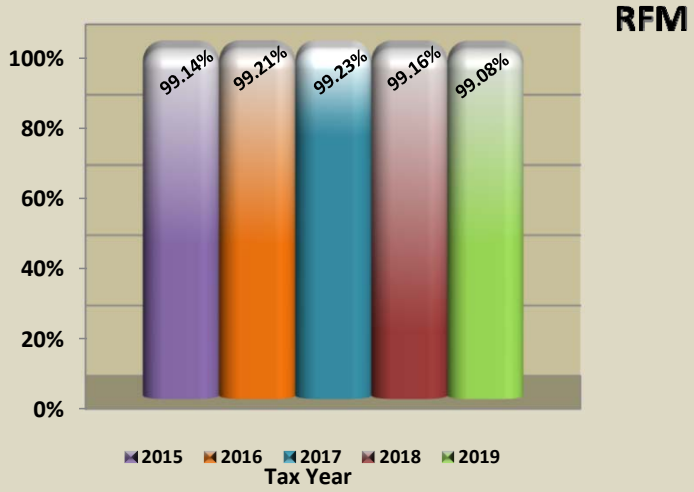
Year to Date Collection Report
October 1, 2019 - June 30, 2020



Percent of Roll Collected Comparison
2015-2019



Percent of Roll Collected Comparison
2015-2019



Commissioners Court - Regular Session **21.**

Meeting Date: 07/21/2020

Tax Collection Agreement

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 the Tax Collection Agreement between the Williamson County Municipal Utility District No 19B and the County of Williamson, Texas.

Background

Under provisions of Texas Government code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The original documents of the Tax Collection Agreement with the Williamson County Municipal Utility District No. 19B requires the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office indicating the location for his signature. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WC MUD 19B

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/13/2020 09:51 AM
Form Started By: Judy Kocian		Started On: 07/09/2020 02:04 PM
Final Approval Date: 07/13/2020		

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

TAX COLLECTION AGREEMENT

WHEREAS, Williamson County Municipal Utility District No. 19B and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by Williamson County Municipal Utility District No. 19B, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Executed _____, 20_____.

COUNTY OF WILLIAMSON

_____
Bill Gravell, County Judge
County of Williamson

_____
Larry Gaddes, Tax Assessor-Collector,
County of Williamson

_____
R.G. Imig, President
Williamson County MUD No. 19B

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

WHEREAS, Williamson County Municipal Utility District No. 19B desires to levy an ad valorem tax in each fiscal year; and

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

WHEREAS, Williamson County Municipal Utility District No. 19B finds it to be in the public interest to authorize a contract with the County of Williamson, Texas for collection of ad valorem taxes;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS of Williamson County Municipal Utility District No. 19B that:

The president of Williamson County Municipal Utility District No. 19B is hereby authorized and directed to enter into a contract on behalf of the District with the County of Williamson, Texas, in the form and according to the terms in the attached **Exhibit "A"**.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors on the 25th day of June, 2020.

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 19B

R.G. Imig, President
Board of Directors

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 19B
WILLIAMSON COUNTY TEXAS

ATTEST:

Andrew Bilger, Secretary
Board of Directors

Commissioners Court - Regular Session **22.**

Meeting Date: 07/21/2020

Tax Collection Agreement

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 the Tax Collection Agreement between the Mustang Creek Public Improvement District and the County of Williamson, Texas.

Background

Under provisions of the Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County through its Tax Assessor/Collector shall serve as the tax collector for the jurisdiction for ad valorem tax purposes for those properties stated in the tax collection agreement. The original documents of the tax collection agreement with the Mustang Creek Public Improvement District (PID) requires the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office for his signature. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Mustang Creek PID

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/14/2020 08:32 AM
Form Started By: Judy Kocian		Started On: 07/14/2020 08:22 AM
Final Approval Date: 07/14/2020		

THE STATE OF TEXAS	§	**ASSESSMENT COLLECTION AGREEMENT**
	§	**FOR THE MUSTANG CREEK PUBLIC**
COUNTY OF WILLIAMSON	§	**IMPROVEMENT DISTRICT**

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

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the City of Hutto, a Texas home rule municipality duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor/Collector, shall serve as Tax Collector for the Jurisdiction for PID assessment collection purposes for those properties within the Mustang Creek Public Improvement District located within Hutto, Williamson County, Texas (the "Mustang Creek PID") only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor/Collector, to do and perform all acts necessary and proper to collect assessments which are levied by the Jurisdiction within the Mustang Creek PID.

B. The Jurisdiction agrees to provide annually and upon request information pertaining to the properties, CAD quick ref IDs, legal descriptions, situs address, owner names, current year assessment, total assessment and remaining assessment balance in a format determined by the County.

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

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

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

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

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must provide assessment information not later than September 1 or as soon thereafter as practicable.** In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its assessment rate and any and all collateral or related information or documentation to allow the County to meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

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

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each real property parcel of taxable property, or account. The number of accounts assessed by the Jurisdiction and amounts to be assessed shall be determined by the Jurisdiction or agents thereof. The Tax Assessor/Collector shall notify the Jurisdiction of the charge per parcel on or about March 1. If no notice of charges per parcel is given by the Tax Assessor/Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor/Collector from the distribution otherwise due the Jurisdiction.

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

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

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

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

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

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

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

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

Executed_____, 2020.

COUNTY OF WILLIAMSON

_____
Bill Gravell, County Judge
County of Williamson

_____
Larry Gaddes PCAC, CTA
Tax Assessor/Collector,
County of Williamson

JURISDICTION

_____
Charles Daniels, Interim City Manager

RESOLUTION NO. R-2020-002

AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON FOR COLLECTION OF ASSESSMENT

WHEREAS, the City of Hutto desires to levy an assessment in each fiscal year within the Mustang Creek Public Improvement District located in Hutto, Williamson County, Texas, in accordance with the service and assessment plan and the ordinance levying assessments for the Mustang Creek PID; and

WHEREAS, The County of Williamson, Texas, provides assessment collection services; and

WHEREAS, the City of Hutto finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of PID assessments;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO THAT:

The City Manager of the City of Hutto is hereby authorized and directed to enter into a contract with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the **City Council** of the **City of Hutto** on the **19th** day of **March**, 2020.

MAYOR

ATTEST:

CITY SECRETARY

THE CITY OF HUTTO
INCORPORATED 1909

Commissioners Court - Regular Session **23.**

Meeting Date: 07/21/2020

Tax Collection Agreement

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 the Tax Collection Agreement between Cross Creek Public Improvement District and the County of Williamson, Texas.

Background

Under provisions of Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County through its Tax Assessor/Collector shall serve as the Tax Collector for the jurisdiction for ad valorem tax purposes for those properties stated in the tax collection agreement. The original documents of the tax collection agreement with the Cross Creek Public Improvement District (PID) requires the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office for his signature. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cross Creek PID

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/14/2020 08:40 AM
Form Started By: Judy Kocian		Started On: 07/14/2020 08:32 AM
Final Approval Date: 07/14/2020		

THE STATE OF TEXAS	§	**ASSESSMENT COLLECTION AGREEMENT**
	§	**FOR THE CROSS CREEK PUBLIC**
COUNTY OF WILLIAMSON	§	**IMPROVEMENT DISTRICT**

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

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the City of Hutto, a Texas home rule municipality duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor/Collector, shall serve as Tax Collector for the Jurisdiction for PID assessment collection purposes for those properties within the Cross Creek Public Improvement District located within Hutto, Williamson County, Texas (the "Cross Creek PID") only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor/Collector, to do and perform all acts necessary and proper to collect assessments which are levied by the Jurisdiction within the Cross Creek PID.

B. The Jurisdiction agrees to provide annually and upon request information pertaining to the properties, CAD quick ref IDs, legal descriptions, situs address, owner names, current year assessment, total assessment and remaining assessment balance in a format determined by the County.

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

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

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

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

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must provide assessment information not later than September 1 or as soon thereafter as practicable.** In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its assessment rate and any and all collateral or related information or documentation to allow the County to meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

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

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each real property parcel of taxable property, or account. The number of accounts assessed by the Jurisdiction and amounts to be assessed shall be determined by the Jurisdiction or agents thereof. The Tax Assessor/Collector shall notify the Jurisdiction of the charge per parcel on or about March 1. If no notice of charges per parcel is given by the Tax Assessor/Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor/Collector from the distribution otherwise due the Jurisdiction.

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

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

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

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

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

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

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

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

Executed_____, 2020.

COUNTY OF WILLIAMSON

_____
Bill Gravell, County Judge
County of Williamson

_____
Larry Gaddes PCAC, CTA
Tax Assessor/Collector,
County of Williamson

JURISDICTION

_____
Charles Daniels, Interim City Manager

RESOLUTION NO. R-2020-001

AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON FOR COLLECTION OF ASSESSMENT

WHEREAS, the City of Hutto desires to levy an assessment in each fiscal year within the Cross Creek Public Improvement District located in Hutto, Williamson County, Texas, in accordance with the service and assessment plan and the ordinance levying assessments for the Cross Creek PID; and

WHEREAS, The County of Williamson, Texas, provides assessment collection services; and

WHEREAS, the City of Hutto finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of PID assessments;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO THAT:

The City Manager of the City of Hutto is hereby authorized and directed to enter into a contract with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the **City Council** of the **City of Hutto** on the **19th** day of **March**, 2020.

MAYOR

ATTEST:

CITY SECRETARY

THE CITY OF HUTTO
INCORPORATED 1917

Commissioners Court - Regular Session **24.**

Meeting Date: 07/21/2020

Tax Collection Agreement

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 the Tax Collection Agreement between Round Rock Municipal Utility District No. 1 and the County of Williamson, Texas.

Background

Under provisions of the Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County through its Tax Assessor/Collector shall serve as the Tax Collector for the jurisdiction for ad valorem tax purposes for those properties stated in the tax collection agreement. The original documents of the tax collection agreement with the Round Rock Municipal Utility District No. 1 requires the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office for his signature. Please return all original documents to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RR MUD No. 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/14/2020 11:35 AM
Form Started By: Judy Kocian		Started On: 07/14/2020 08:37 AM
Final Approval Date: 07/14/2020		

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

WHEREAS, the Round Rock Municipal Utility District No. 1 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the Round Rock Municipal Utility District No. 1, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Executed _____, 20_____.

COUNTY OF WILLIAMSON

_____
Bill Gravell, County Judge
County of Williamson

_____
Larry Gaddes, Tax Assessor-Collector,
County of Williamson

_____
Mitchell Schwartz , President
Round Rock Municipal Utility District No. 1

Commissioners Court - Regular Session **25.**

Meeting Date: 07/21/2020

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Laura Drewry	07/16/2020 09:43 AM
Human Resources (Originator)	Rebecca Clemons	07/16/2020 09:50 AM
County Judge Exec Asst.	Andrea Schiele	07/16/2020 09:57 AM
Human Resources (Originator)	Rebecca Clemons	07/16/2020 09:58 AM
County Judge Exec Asst.	Andrea Schiele	07/16/2020 09:59 AM
Human Resources (Originator)	Rebecca Clemons	07/16/2020 10:21 AM
Form Started By: Kayla Marek		Started On: 07/15/2020 04:44 PM
Final Approval Date: 07/16/2020		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
Building Maintenance	HVAC Tech II.0246.001100.	13585	$39,727.79	$1,589.12	4.00	$41,316.91		MERIT	24-Jul-20
Commissioner 2 - admin	Office Spec Sr.1674.001100.	10267	$47,986.99	$959.73	2.00	$48,946.73		MERIT	24-Jul-20
Commissioner 2 - admin	Project Manager.0254.001100.	5354	$77,197.64	$2,315.82	3.00	$79,513.46		MERIT	24-Jul-20
County Attorney	CA Criminal Director.0036.001100.	15190	$83,101.72	$4,155.06	5.00	$87,256.78		MERIT	24-Jul-20
County Attorney	CA Criminal Court Chief.0067.001100.	15331	$105,503.58	$7,385.30	7.00	$112,888.88		MERIT	24-Jul-20
County Clerk Records	Deputy County Clerk II.0686.001100.	13913	$38,380.97	$383.80	1.00	$38,764.77		MERIT	24-Jul-20
County Court at Law 1	Ct Reptr Co Ct 1.0698.001100.	15374	$82,430.40	$3,173.58	3.85	$85,603.98		MERIT	7-Aug-20
Justice of the Peace 3	Court Clerk I.0091.001100.	15342	$32,473.21	$974.19	3.00	$33,447.40		MERIT	24-Jul-20
Juvenile Grant	Juv Super Offcr I Grant.1046.001100.	15082	$36,533.95	$1,461.37	4.00	$37,995.32		MERIT	24-Jul-20
Juvenile Services	Juv Supervision Offcr I.1076.001100.	15084	$36,533.95	$1,461.37	4.00	$37,995.32		MERIT	24-Jul-20
Juvenile Services	Juv Supervision Offcr I.1112.001100.	15051	$36,533.85	$1,461.35	4.00	$37,995.19		MERIT	24-Jul-20
Juvenile Services	Juv Supervision Offcr II.1084.001100.	15111	$37,268.28	$1,490.74	4.00	$38,759.01		MERIT	24-Jul-20
Juvenile Services	Juv Prob Ofcr 1.1157.001100.	15135	$40,991.10	$1,639.64	4.00	$42,630.74		MERIT	24-Jul-20
Juvenile Services	Juv Supervision Offcr I.1123.001100.	15158	$36,533.95	$365.33	1.00	$36,899.28		MERIT	24-Jul-20
Juvenile Services	Juv Supervision Offcr I.1129.001100.	14487	$38,755.23	$387.55	1.00	$39,142.77		MERIT	24-Jul-20

Purchasing	Sr Purchasing Coordinator.1220.001100.	13786	$59,685.86	$596.96	1.00	$60,282.82		MERIT	24-Jul-20
Purchasing	Purchasing Specialist II.1216.001100.	14915	$41,616.02	$416.17	1.00	$42,032.18		MERIT	24-Jul-20

				(TO)	(FROM)	
entity	fund	dept	object	dr	cr	
01	0100	0509	001100	1,589.12		
01	0100	0509	001130		1,589.12	
01	0100	0212	001100	3,275.55		
01	0100	0212	001130		3,275.55	
01	0100	0475	001100	11,540.36		
01	0100	0475	001130		11,540.36	
01	0100	0426	001100	3,173.58		
01	0100	0426	001130		3,173.58	
01	0100	0453	001100	974.19		
01	0100	0453	001130		974.19	
01	0100	0576	001100	8,267.35		
01	0100	0576	001130		8,267.35	
01	0100	0454	001100	1,013.13		
01	0100	0454	001130		1,013.13	
01	0385	0385	001100	383.80		
01	0385	0385	001130		383.80	
01	0100	0503	001100		1,228.52	Correction to split PCN 6.16.20
01	0100	0503	001130	1,228.52		Correction to split PCN 6.16.20

Commissioners Court - Regular Session **26.**

Meeting Date: 07/21/2020

County Attorney June 2020 Monthly Report

Submitted For: D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the County Attorney June 2020 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

June report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/08/2020 05:18 PM
Form Started By: Stephanie Lloyd		Started On: 07/08/2020 04:46 PM
Final Approval Date: 07/08/2020		

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 Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of June, 2020.

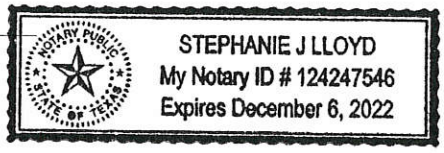
Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 9th day of July, 2020, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas



CA - AR Receipts

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	09-Jun-2020	28898	2019-6230	$ 60.00
		CO ATTY 1	02-Jun-2020	28867	2019-1927	$ 60.00
			24-Jun-2020	28949	2019-5546	$ 60.00
			25-Jun-2020	28956	2018-4594 2019-3757	$ 256.68
		CO ATTY 2	02-Jun-2020	28867	2019-5686 2019-2816 2020-0563	$ 1,004.43
			04-Jun-2020	28874	2020-0037, 2019-5585	$ 120.00
			24-Jun-2020	28949	2019-5889	$ 60.00
			25-Jun-2020	28956	2019-4271	$ 60.00
		CO ATTY 3	10-Jun-2020	28902	2019-6788	$ 60.00
			25-Jun-2020	28956	2019-4677	$ 60.00
207015 Total						**$ 1,801.11**
341300	0406	CO ATTY HC FEES	10-Jun-2020	28902	CHECK FEE MAY 2020	$ 255.00
341300 Total						**$ 255.00**
351000	0364	CO ATTY 4	25-Jun-2020	28956	2019-4050 2019-4271 2019-5889 2019-6844	$ 1,580.00
		CO ATTY INTERVENTION	26-Jun-2020	28959	2019-3046 2019-6160 2019-6725	$ 1,360.00
		CO ATTY INTERVENTION 1	02-Jun-2020	28867	2019-4752 2019-5069 2019-6081 2020-0659	$ 2,000.00
			09-Jun-2020	28898	2019-3557 2019-5260 2019-5603 2019-6230 2020-0302 2020-0581 2020-0891	$ 3,220.00
			15-Jun-2020	28920	2019-1757 2019-6561 2019-6799 2020-1203	$ 2,000.00
			23-Jun-2020	28946	2019-1025 2019-5225 2019-5416	$ 1,360.00
		CO ATTY INTERVENTION 2	02-Jun-2020	28867	2019-2662 2019-4103 2019-4673 2019-5027 2019-6525 2020-0257	$ 2,720.00
			09-Jun-2020	28898	2019-1191 2019-1927 2019-3670 2019-3711 2019-5328 2019-5407 2020-0008	$ 3,080.00
			15-Jun-2020	28920	2019-4565 2019-5525 2019-6229	$ 1,500.00
			23-Jun-2020	28946	2018-4594 2019-2142 2019-5546	$ 1,360.00
		CO ATTY INTERVENTION 3	02-Jun-2020	28867	2019-3865 2019-4106 2019-4733 2019-4891 2019-5686	$ 2,360.00
			09-Jun-2020	28898	2019-5392 2020 0574	$ 1,000.00
			15-Jun-2020	28920	2019-5387 2019-5594	$ 1,000.00
			23-Jun-2020	28946	2019-6800	$ 500.00
		CO ATTY INTERVENTION 4	02-Jun-2020	28867	2019-4570 2019-5585 2020-0695	$ 1,360.00
		CO ATTY INTERVENTION 5	02-Jun-2020	28867	2019-3561 2019-3641 2019-5229 2020-0968	$ 1,720.00
351000 Total						**$ 28,120.00**
352200	0100	CO ATTY 1	04-Jun-2020	28874	BOND FORFEITURES	$ 5,950.00
			17-Jun-2020	28930	19-0975-CC1/DEXTER, SHERRY	$ 8,104.00
		CO ATTY 2	10-Jun-2020	28902	20-0173-CC1	$ 800.00
					20-0457-CC1	$ 1,600.00
352200 Total						**$ 16,454.00**
370500	0100	CO ATTY	18-Jun-2020	28935	CK # 3681	$ 240.00
		CO ATTY 1	10-Jun-2020	28902	2020-253-PIA	$ 1.65
		CO ATTY 2	17-Jun-2020	28930	CHECK	$ 11.00
370500 Total						**$ 252.65**
Grand Total						**$ 46,882.76**

June 2020 Criminal Restitution

5/20/2020	Stephen Sargeant	60.00	19-02714-3	5/21/2020	
		60.00			
5/26/2020	Amber Lambert	**884.43**	20-00746-3	5/28/2020	
5/26/2020	Cindy Duffey Becker	60.00	19-06031-1	5/28/2020	D paid PTI and Rest together under PTI Code. 500 to PTI Line Item/60 to Rest Line Item
5/27/2020	Sandra Davenport	60.00	19-05733-2	5/28/2020	
		1,004.43			
5/28/2020	Traci Jackson	**60.00**	20-00130-3	6/2/2020	
5/28/2020	Craig Stanley	60.00	19-05574-3	6/2/2020	
		120.00			
6/2/2020	Maranda Dennis	**60.00**	19-06042-1	6/4/2020	
		60.00			
6/4/2020	Daniel Clayton	**60.00**	20-00067-2	6/9/2020	
		60.00			
6/16/2020	Gregory Cowart	**196.68**	19-04132-2	6/18/2020	
6/17/2020	Harley Garcia	**60.00**	18-05269-2	6/18/2020	
		256.68			
6/18/2020	Crystal Loyd	**60.00**	19-05490-3	6/23/2020	
6/22/2020	Cameron Weimann	**60.00**	2019-5889/19-05732-1	6/23/2020	
		120.00			
6/23/2020	Brett Whorrell	**60.00**	19-04643-3	6/25/2020	
6/23/2020	John Sheport	**60.00**	19-04544-1	6/25/2020	
		120.00			

Check Stub Detail

County Attorney

Pay To **H.E.B. CHECK SERVICES**

Date **06/02/2020**

Printed **06/02/2020**

Number **53183**

Total **1,199.47**

Check ID #	Defendant Name	Check Date	Check #	Case Data	Check Amt	Amount
18-00183	Rose, Sophia Denise	5/12/2018	114		200.00	**220.00**
	Restitution					190.00
	Merchant Fee					30.00
18-00303	Runner, Ryan J	7/13/2018	227		33.17	**63.17**
	Restitution					33.17
	Merchant Fee					30.00
18-00304	Runner, Ryan J	7/17/2018	230		25.63	**55.63**
	Restitution					25.63
	Merchant Fee					30.00
18-00413	Mayberry, Phyllis	10/16/2018	1147		46.43	**76.43**
	Restitution					46.43
	Merchant Fee					30.00
19-00292	Grant, Rose M	6/24/2019	151		202.64	**50.00**
	Restitution					50.00
20-00018	RODRIGUEZ, LAURIEANN	11/10/2019	1288		200.00	**40.00**
	Restitution					40.00
20-00029	RODRIGUEZ, LAURIEANN	11/7/2019	1286		200.00	**230.00**
	Restitution					200.00
	Merchant Fee					30.00
20-00030	RODRIGUEZ, LAURIEANN	11/20/2019	1289		200.00	**190.00**
	Restitution					160.00
	Merchant Fee					30.00
20-00050	Smith, Janell	12/16/2019	169		14.24	**44.24**
	Restitution					14.24

Check Stub Detail

County Attorney

	Merchant Fee				30.00
20-00061	Rodriguez, John	1/21/2020	144	200.00	**230.00**
	Restitution				200.00
	Merchant Fee				30.00

Check Stub Detail

County Attorney

Pay To **Williamson County Treasurer - HC**

Date **06/02/2020**

Printed **06/02/2020**

Number **53184**

Total **255.00**

Check ID #	Defendant Name	Check Date	Check #	Case Data	Check Amt	Amount
18-00183	Rose, Sophia Denise	5/12/2018	114		200.00	**30.00**
	Check Fee					30.00
18-00303	Runner, Ryan J	7/13/2018	227		33.17	**15.00**
	Check Fee					15.00
18-00304	Runner, Ryan J	7/17/2018	230		25.63	**15.00**
	Check Fee					15.00
18-00413	Mayberry, Phyllis	10/16/2018	1147		46.43	**15.00**
	Check Fee					15.00
19-00379	Woelfel, Travis	10/4/2019	1003		2,500.00	**75.00**
	Check Fee					75.00
20-00029	RODRIGUEZ, LAURIEANN	11/7/2019	1286		200.00	**30.00**
	Check Fee					30.00
20-00030	RODRIGUEZ, LAURIEANN	11/20/2019	1289		200.00	**30.00**
	Check Fee					30.00
20-00050	Smith, Janell	12/16/2019	169		14.24	**15.00**
	Check Fee					15.00
20-00061	Rodriguez, John	1/21/2020	144		200.00	**30.00**
	Check Fee					30.00

June 2020 PTI

5/18/2020	Audrey Gomez	500.00	19-05004-3/2019-4752	5/20/2020	
5/18/2020	Austin Payton	500.00	19-05993-3/2019-6081	5/20/2020	
5/19/2020	Sharei Waldrop	**500.00**	19-04983-3/2019-5069	5/20/2020	
5/19/2020	Sisi Loudon	500.00	20-00926-3/2020-0659	5/20/2020	
		2,000.00			
5/20/2020	Brandi Peters	360.00	19-04925-1/2019-5027	5/22/2020	
5/20/2020	Danielle Marose	500.00	19-05093-1/2019-4673	5/22/2020	
5/20/2020	Archie Richardson	500.00	19-03049-1/2019-2662	5/22/2020	
5/20/2020	Susan Sajan	**500.00**	**20-00389-3/2020-0257**	5/22/2020	
5/21/2020	Joel Gutierrez	500.00	19-04074-1/2019-4103	5/22/2020	
5/21/2020	Heather Milosky	360.00	19-06309-1/2019-6525	5/22/2020	
		2,720.00			
5/22/2020	Gary Gonzalez	500.00	19-03898-3/2019-3865	5/27/2020	
5/22/2020	Joseph Mott	500.00	19-05168-2/2019-4733	5/27/2020	
5/26/2020	Jonathan Hummell	500.00	19-04195-3/2019-4106	5/27/2020	
5/26/2020	Cindy Duffey-Becker	**500.00**	**19-06031-1/2019-5686**	5/27/2020	Paid 560.00 rest/pti together
5/26/2020	Anthony Martinez	360.00	19-04956-1/2019-4891	5/27/2020	
		2,360.00			
5/27/2020	Robin Lewis	500.00	19-03718-1/2019-3561	5/29/2020	
5/27/2020	Salvador Aviles	360.00	19-04249-2/2019-3641	5/29/2020	
5/28/2020	Maria Pantoja	500.00	20-01152-3/2020-0968	5/29/2020	
5/28/2020	Kelly Pearson	**360.00**	**19-05216-3/2019-5229**	5/29/2020	
		1,720.00			
5/29/2020	Tori Biggs	360.00	20-00955-3/2020-0695	6/1/2020	
5/29/2020	Craig Stanley	500.00	19-05574-3/2019-5585	6/1/2020	
5/29/2020	Butch Wiley	500.00	19-04705-2/2019-4570	6/1/2020	
		1,360.00			
6/1/2020	Mitzi Patterson	500.00	2019-5603/19-05562-1	6/3/2020	
6/1/2020	Jan Carlos Martinez	500.00	2020-0302/20-00507-3	6/3/2020	
6/1/2020	Maranda Dennis	500.00	19-06042-1/2019-6230	6/3/2020	
6/1/2020	William Weis	360.00	20-00815-1/2020-0581	6/3/2020	
6/1/2020	Jason Midkiff	360.00	20-01092-1/2020-0891	6/3/2020	
6/1/2020	Danny Chavez	500.00	19-03651-1/2019-3557	6/3/2020	
6/2/2020	Gloria Stewart	500.00	19-05126-2/2019-5260	6/3/2020	
		3,220.00			
6/3/2020	Joseph Fry	360.00	2019-5407/19-05402-3	6/5/2020	
6/3/2020	Eddie Martinez	500.00	2019-3670/19-04258-1	6/5/2020	
6/3/2020	Yasmin Olvera	500.00	20-00109-3/2020-0008	6/5/2020	
6/4/2020	Garrett Wells	500.00	19-01446-1/2019-1191	6/5/2020	
6/4/2020	Stephen Sargeant	360.00	20-00668-3/2019-1927	6/5/2020	
6/4/2020	Julie Vo	360.00	19-03861-2/2019-3711	6/5/2020	
6/4/2020	Amber Chihanski	500.00	19-05312-1/2019-5328	6/5/2020	
		3,080.00			
6/5/2020	Braxton Orr	500.00	20-01802-2/2020-0574	6/8/2020	
6/5/2020	Lyanna Alvardo	500.00	19-05407-2/2019-5392	6/8/2020	
		1,000.00			
6/8/2020	Keely Allison	500.00	19-06182-2/2019-6229	6/10/2020	
6/8/2020	Ivonne Cortes	500.00	19-05471-2/2019-5525	6/10/2020	
6/9/2020	Elijah Stinger	500.00	19-04478-3/2019-4565	6/10/2020	
		1,500.00			
6/10/2020	Daniel Clayton	500.00	20-00067-2/2019-6799	6/12/2020	
6/10/2020	Carla Holub	500.00	19-02091-1/2019-1751	6/12/2020	
6/11/2020	Moses Crawford	500.00	20-01413-3/2020-1203	6/12/2020	
6/11/2020	Khiree Tuck	500.00	20-00480-3/2019-6561	6/12/2020	
		2,000.00			
6/12/2020	James Naylor	500.00	20-01413-3/2019-5594	6/15/2020	

6/14/2020	Kristen Morales	500.00	19-05454-2/2019-5387	6/15/2020	
		1,000.00			
6/15/2020	Lauren Matthews	360.00	20-01424-3	6/17/2020	
6/15/2020	Jazmin Rodriguez	500.00	19-05412-2	6/17/2020	
6/16/2020	Joseph Manriquez	500.00	19-05234-3	6/17/2020	
		1,360.00			
6/17/2020	Ashley Molina	500.00	19-02721-1	6/19/2020	
6/18/2020	Crysal Loyd	360.00	19-05490-2	6/19/2020	
6/17/2020	Harley Garcia	500.00	18-05269-2	6/19/2020	
		1,360.00			
6/19/2020	Cory Bello	500.00	20-00015-3	6/22/2020	
		500.00			
6/22/2020	Judith Kemp	360.00	19-04039-1/2019-4050	6/24/2020	
6/22/2020	Cameron Weimann	360.00	19-05732-1/2019-5889	6/24/2020	
6/23/2020	Stacy Long	360.00	20-000074-3/2019-6844	6/24/2020	
6/23/2020	John Sheport	500.00	19-04544-1/2019-4271	6/24/2020	
		1,580.00			
6/25/2020	Joshua Campbell	500.00	20-00113-1/2019-6725	6/26/2020	
6/25/2020	Juan Gonzalez	500.00	19-03069-1/2019-3046	6/26/2020	
6/25/2020	Michael Lasen	360.00	19-06050-1/2019-6106	6/26/2020	
		1,360.00			

June 2020 PIA

6/4/2020	Timothy Haynie	1.65	2020-253-PIA

6/5/2020	1.65

Commissioners Court - Regular Session **27.**

Meeting Date: 07/21/2020

Acceptance Of Donated KN-95 masks

Submitted By: Michael Shoe, Emergency Management

Department: Emergency Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding acceptance of a donation of 20,000 KN-95 face masks from Tangipahoa Parish, Louisiana to be used for the purpose of Williamson County's response efforts relating to the Coronavirus Disease (COVID-19) response efforts pursuant to Tex. Loc. Gov't Code § 81.032.

Background

Tangipahoa Parish has an excess of KN-95 masks and would like to donate 20,000 to the county with no cost associated with the donation.

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	07/13/2020 10:37 AM
Form Started By: Michael Shoe		Started On: 07/13/2020 10:30 AM
Final Approval Date: 07/13/2020		

Commissioners Court - Regular Session **28.**

Meeting Date: 07/21/2020

Butterfly US Agreement

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Master Terms & Conditions and Business Associate Agreement between Butterfly Network, Inc., and Williamson County to provide portable ultrasound imaging equipment to support the operations of Williamson County EMS and authorizing execution of the documents.

Background

Will provide Williamson County EMS the ability to provide portable ultrasound imaging equipment and a hosted software service for viewing, using, and storing ultrasound images and imaging studies for various medical diagnostic purposes. Funding is through the use of trauma distribution funds. Documents have been reviewed by Williamson County legal, audit and purchasing.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Butterfly Documents

Quote 2

Quote 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/07/2020 09:28 AM
EMS (Originator)	Michael Knipstein	07/14/2020 12:04 PM

Form Started By: Michael Knipstein Started On: 07/07/2020 06:58 AM

Final Approval Date: 07/14/2020

MASTER TERMS AND CONDITIONS

This Master Terms and Conditions ("Agreement") is made as of July 1, 2020, ~~2018~~ (the "Effective Date"), by and between Butterfly Network, Inc., a Delaware C Corporation, and [**INSERT CLIENT NAME, LOCATION AND INCORPORATED LOCATION**] ("Client") (each a "Party" and collectively "Parties"). Williamson County

WHEREAS, Butterfly is a company that provides portable ultrasound imaging probes and a hosted software service for viewing, using and storing the ultrasound images and imaging studies for various medical diagnostic purposes, research and education; and

WHEREAS, Client is a physician or other licensed health care provider, medical practice, medical school or other authorized user; and

WHEREAS, Butterfly desires to sell ultrasound imaging probes and provide the associated services to Client and Client desires to purchase such ultrasound imaging probes and receive the associated services from Butterfly.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Scope of Services

1.1 Subscription Services. Subject to the terms of this Agreement and payment of the amounts set forth in the Budgetary Quotation (as defined herein), Butterfly will provide Client with access to a specified number of End Users, (as defined herein), to use the Butterfly Subscription Service. The Subscription Service shall mean the hosted, on demand Web-based provision of applications, application programming interfaces, and platform services provided by Butterfly, which is accessed from Client owned and/or controlled computer systems via the Internet, ("Butterfly Cloud") and the associated mobile application, which is installed on Client or end user owned and/or controlled mobile devices ("Butterfly iQ App"). The Documentation means documentation describing the design, features, use of and functionality of the Subscription Service and Devices (defined below), including any other documentation provided by Butterfly to Client in connection with the Services. The Subscription Service together with Subscription Support Services and any Professional Services (defined below), are collectively, the "Services." Only a Client that is fully paid up and its designated employees and agents ("End Users") may access and use the Subscription Service. Client is permitted to terminate and re-designate individual employees and agents as authorized End Users, provided that the total number of End Users does not exceed the number specified in the Budgetary Quotation. Client and End Users are expressly prohibited from authorizing the sharing of login credentials, sharing login credentials with unauthorized individuals, or otherwise making the Subscription Service available to more than the number of End Users specified in the Budgetary Quotation. All use of the Subscription Service by End Users is subject to the restrictions set forth in Exhibit A (End User Agreement). Client shall be responsible for ensuring that End Users execute such End User Agreement prior to such End User receiving access to the Subscription Service and any Devices.

1.2 Devices. Devices means the portable ultrasound imaging probes, which are used by Client and End Users to conduct ultrasound imaging, as more fully described in Exhibit B (Device Description), and which are connected to Client's or an End User's smartphone in order to enable the use of the Subscription Service, which includes the ability to immediately view the ultrasound image and any other Client Data (as defined below) and upload such Client Data for viewing, use and storage. Only Client and its designated employees and agents ("End Users") may access and use the Devices. The following are additional terms that apply to Devices:

1.2.1. Unless otherwise indicated in Exhibit B (Device Description), shipping terms are FOB shipping point.

1.2.2. Title and risk of loss to Devices passes to Client upon delivery to Client based on shipping point.

1.2.3. When feasible, Butterfly reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delivery dates are approximate.

1.2.4. Client shall not have any right to return Devices for a refund after delivery except for Devices shipped in error that are different from the Devices listed on Exhibit B (Device Description) or as otherwise specified in the Budgetary Quotation.

1.3 Subscription Support Services. Butterfly will provide to Client reasonable technical support, maintenance, and generally available updates. Client shall not contract with or otherwise allow a third party to provide assistance or support for the Subscription Services or Devices without the prior written consent of Butterfly.

1.4 Professional Services. From time to time, Client may engage Butterfly to provide certain professional services ("Professional Services"), such as for training, implementation or customization of the Subscription Service. Fees for Professional Services will be based on Butterfly's then applicable Professional Services rates. Each such engagement of Professional Services will be described in a Statement of Work that must be accepted in writing by an authorized representative of each Party. In the event of a conflict between the terms provided in this Agreement and the terms of any Statement of Work, the terms of this Agreement will prevail, except that the terms of the Statement of Work shall prevail over conflicting terms of this Agreement (but only with respect to such applicable Statement of Work) where the Statement of Work explicitly identifies such conflicting terms and confirms the intent of the Parties to supersede or modify the conflicting term of this Agreement.

1.5 Changes to Subscription Service. Butterfly may modify or delete any features of the Subscription Service in any manner that: (a) does not have an adverse impact on the Subscription Service or (b) may be necessary to meet any applicable legal, regulatory, or industry-standard requirements or demands. Butterfly shall notify Client as promptly as practicable in advance of such changes to the Subscription Service under clause (b) that have an adverse impact on the Subscription Service.

2. Fees and Payment

2.1 Fees. Client shall pay the amounts set forth in the Budgetary Quotation executed between the Parties and incorporated herein by reference, (the "Budgetary Quotation") for the Devices and Subscription Service. No third party pass-through fees, direct fees, or any other transaction costs, are included; Client is solely responsible for payment of any such fees and costs. In the event of a conflict between the Budgetary Quotation and the terms of this Agreement, the Budgetary Quotation shall govern.

2.2 Invoices. All invoices will be issued with the frequency and terms as specified in the Budgetary Quotation. All payments shall be made in U.S. Dollars by bank wire or other form of transfer. Overdue amounts will be subject to a late payment charge at the lesser of one and one half percent (1.5%) per month or the highest rate permissible under applicable Law (as defined herein) for the actual number of days elapsed from the date due. Any payment not received from Client by the due date may result in suspension of Client's ability to access the Services until payment is made. Client shall pay any applicable state, federal, or other sales and use taxes that may be associated with the purchase of the Devices and Services under this Agreement, and Butterfly may collect all applicable sales taxes. If Client claims tax-

exempt status, Client will provide Butterfly with documentation of such status. If applicable, all reasonable and customary travel related expenses, such as airfare, hotel, transportation, and meals will be billed to Client for any on-site work performed under this Agreement. If travel expenses are incurred, Butterfly will make reasonable efforts to keep travel costs to a minimum.

2.3 Disputes. If Client has a good faith dispute regarding payment for a particular Device or Service, such dispute shall not entitle Client to withhold payment for any other Device or portion of Service. Client grants Butterfly a purchase money security interest in all Devices listed in Exhibit B (Device Description) until full payment is received, and Client agrees to perform all acts and execute all documents as may be necessary to perfect Butterfly's security interest.

2.4 Discount Disclosure. The dollar value of the discounts or other reductions in price pursuant to this Agreement, if any, and any other items and services not paid for by Customer and received by Customer under this Agreement are "discounts and other reductions in price" under Section 1128B(b)(3)(A) of the Social Security Act (42 U.S.C.§ 1320-a-7b(b)(3)(A)), as amended. It is the intent of the parties to comply with the Anti-kickback Law Discount Safe Harbor (42 C.F.R.§ 1001.952(h) as amended). The Discount Safe Harbor requires that certain discounts be reported and or passed on to Federal and State health care programs, such as Medicare and Medicaid. Customer understands and agrees it must properly disclose the discounts or reductions in price, and reflect such discounts or reductions in price in the costs claimed or charges made, under any Federal or State health care program which provides cost or charge-based reimbursement to Customer for the items and services covered by this Agreement. Customer shall be solely responsible for determining whether the savings or discounts it receives must be reported or passed on to payors.

3. Data Privacy

3.1 Obligations. Client acknowledges and agrees that Butterfly does not require any specific data from Client or End User, that Client and End User controls the content of any Client Data (as defined below) that is inputted, transmitted, uploaded, transferred, submitted, disclosed, processed, collected, stored, replicated or in any other way accessed or used through the use of the Subscription Service, and that Butterfly has no obligation to monitor the content of any Client Data. Client shall be responsible for procuring any necessary consents and making any notifications under applicable Law with respect to the provision of the Client Data to Butterfly through the Subscription Service and the processing of such Client Data by Butterfly through the Subscription Services. Upon request of Butterfly, Client will provide Butterfly with documentation to support such consent.

3.2 Compliance with Law. Butterfly acknowledges that in the performance of the Subscription Service, Butterfly may have access to Client Data. Butterfly shall only use and disclose Client Data in accordance with applicable Law, including without limitation HIPAA as amended by the HITECH Act, and the terms of the Business Associate Agreement ("BAA") attached hereto as Exhibit C (Business Associate Agreement). Law means: (a) any national, state, local or other law or statute in any applicable jurisdiction; (b) any rule or regulation issued by a relevant regulatory agency; and (c) any written or authoritative interpretation by such relevant regulatory agency of any such law, statute, rule or regulation.

4. Ownership

4.1 Butterfly Property. Butterfly owns all right, title and interest in and to: (a) the Subscription Service and the technology, software, hardware, products, processes, algorithms, user interfaces, documentation, user manuals and know-how related to the Subscription Service; (b) any data and content generated through the use or execution of the Subscription Service to the extent such data or content does not include Protected Health Information ("PHI") as that term is defined in HIPAA; (c) any and all Butterfly Confidential Information (see Section 12); (d) Anonymized Data (as defined below); (e) the Devices,

subject to Section 4.3 (Client Property), and the technology, software, hardware, products, processes, algorithms, user interfaces, documentation, user manuals and know-how related to the Devices; and (f) and any and all Intellectual Property Rights embodied in (a)-(e) (collectively the "Butterfly Property"). Intellectual Property Rights means patents, inventions, utility models, trademarks, service marks, trade and service names, copyrights, database rights and design rights (whether or not any of them are registered, and including applications for registration of any of them), rights in know-how, moral rights, trade secrets and rights of confidence and all rights or forms of protection of a similar nature or having similar or equivalent effect to any of them which may exist anywhere in the world. Butterfly shall own any and all developments, inventions and work product created under any Professional Services, including but not limited to training materials, implementation guides and customizations of the Subscription Service. Butterfly shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services and Devices any suggestions, enhancement requests, recommendations or other feedback provided by Client and End Users relating to the Services and Devices. All rights not expressly granted to Client herein are expressly reserved by Butterfly.

4.2 Client Data. As between the Parties, the data, images, imaging studies and content that Client or an End User inputs, transmits, uploads, transfers, submits, discloses or otherwise provides to the Subscription Service will remain exclusive property of Client (collectively, the "Client Data"). Notwithstanding anything in this Agreement or in any Business Associate Agreement between the Parties to the contrary, and notwithstanding any termination or expiration of this Agreement, Client Data will not include Anonymized Data, which is defined as Client Data that has been fully and permanently de-identified in accordance with HIPAA.

4.3 Client Property. Following receipt of the Devices and payment of the Device fees and implementation fees, as applicable and as set forth in the Budgetary Quotation, Client owns all right, title and interest in and to the Devices. Subject to the aforementioned sentence, Client Data and Devices are, collectively, "Client Property."

5. **System Monitoring**. Butterfly expressly reserves the right to monitor any and all use of the Subscription Services, including certain performance characteristics of the Device. Butterfly may gather system data for the purpose of optimizing the Subscription Services. This information includes, but is not limited to, data regarding memory usage, connection speed and efficiency, as well as temperature, battery and other Device characteristics. Butterfly shall have no obligation to monitor the Client Data, but reserves the right to monitor the Subscription Services for purposes of verifying compliance with the terms of this Agreement.

6. **Client Responsibilities**

6.1 Medical Diagnosis and Treatment. Client acknowledges and agrees that all clinical and medical treatment and diagnostic decisions are the responsibility of Client and its professional healthcare providers.

6.2 Use for Clinical Diagnostic Purposes. Client acknowledges and agrees that it and its End Users will use the Devices and Services consistent with the Device labeling, the Butterfly Terms of Use and only for clinical diagnostic purposes in the diagnosis or treatment of a disease or condition, for teaching, research or other authorized purposes and not for any entertainment or amusement purposes.

6.3 Maintenance. Client is responsible for maintaining the Device in accordance with all written instructions and labeling, including cleaning and disinfecting the Device.

6.4 Client Equipment. Client is responsible for obtaining and properly maintaining any Client Equipment, defined as: (a) Client's computer hardware, software and network infrastructure used to access

the Subscription Service; (b) the smartphones used to connect to the Device; (c) other data storage and viewing platforms and networks including but not limited to Client's internal systems (e.g., EMR and DICOM) for viewing and accessing ultrasound images and imaging studies; and (d) any ancillary services needed to connect to, access or otherwise use the Devices and Subscription Service. Client shall be responsible, and under no circumstances will Butterfly or its Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Client Equipment, including any delays, inaccuracies, errors, malfunctions, security failures or other incident attributable to Client Equipment.

6.5 Restrictions on Use. Client shall not, and shall not allow or assist any End User or other entity to: (a) use the Device in a manner inconsistent with its labeling; (b) rent, lease, sublicense, assign, distribute, transfer, copy, reproduce, download, display, modify or timeshare or otherwise make the Butterfly Property or any portion thereof available to any third party other than End Users as contemplated by this Agreement; (c) use the Devices or Services to send or store infringing or unlawful material or material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (d) modify, copy or create derivative works based on the Butterfly Property, provided that Client may print, annotate or export, Client Data contained in certain reporting/reviewing/viewing functions but only to the extent expressly permitted in the Documentation and only for purposes of providing medical care to the individual patient associated with such Client Data; (e) translate, reverse engineer, decompile, disassemble, or otherwise attempt to discover any source code or underlying ideas of any Butterfly Property, or modify any Butterfly Property, except to the extent (but only to such extent) that applicable Law prohibits such restrictions; (f) access or use the Butterfly Property to develop or create competing products or services or copy any features or user interface of the Butterfly Property or otherwise use such Butterfly Property as a component of or a base for products or services prepared for commercial sale, sublicense, lease, access or distribution; (g) attempt to repair the Butterfly Property; (h) disable any security devices or codes on the Butterfly Property; (i) alter, remove, or obscure any proprietary rights notices on the Butterfly Property or related Documentation; (j) create Internet "links" to or from the Subscription Service, or "frame" or "mirror" any content forming part of the Subscription Service except that Client may create links for sharing images and imaging studies consistent with the Documentation; and (k) use the Subscription Service, for purposes of benchmarking or other comparative analysis intended for publication without Butterfly's prior written consent.

6.6 Liability for Content. Client shall be responsible for, and under no circumstances will Butterfly or its Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Client Data, including any mistakes or inaccuracies contained in the Client Data, the use (or misuse or misappropriation) or subject matter of the Client Data, or Client Data while it resides in or is stored on Client Equipment. Client is solely responsible for uploading Client Data for storage in accordance with the Documentation and for any loss of Client Data resulting from Client's failure to so upload as further described in Section 6.9.

6.7 Security of Account. Client agrees to maintain all security regarding its and its End Users' account ID, password, and connectivity, including its computer networks. If Client's or its End Users' account ID or password are stolen, or otherwise compromised, Client is obligated to immediately change the password and inform Butterfly of the compromise. Client shall be responsible, and under no circumstances will Butterfly or its Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any compromise of Client's and its End Users' access credentials, Client Equipment and/or computer networks.

6.8 Location of Use. Client agrees and acknowledges that all use of the Subscription Service and Devices by it and its End Users will occur in the United States.

6.9 Client Data Not Uploaded to Subscription Service. Client agrees and acknowledges that the Client must be logged into the Subscription Service in order to use the Device. All Client Data generated

through use of the Device may be transferred to the Subscription Service or Client's internal system/network for storage and subsequent use, provided that if Client or End User logs out of the Subscription Service without selecting an option to upload such Client Data for storage and subsequent use purposes, the Client Data will be deleted and will be unrecoverable through use of the Subscription Service.

6.10 Security Requirements. Client agrees and acknowledges that it will: (a) establish and maintain industry standard information, physical and administrative security protocols, including virus protection, for all Client Equipment; (b) establish and maintain backup and disaster recovery plans for any Client Data not uploaded to the Subscription Service; and (c) prevent unauthorized access to the Subscription Service and Devices and interception of transmission of Client Data from the Device to the smartphone.

7. **Hosted Security**. Butterfly maintains, and will continue to maintain throughout the Term of this Agreement, security measures to protect Client Data and prevent unauthorized access in accordance with applicable Law.

8. **Audit**. During the Term of this Agreement and for a period of one (1) year thereafter, Butterfly shall have the right (at its own expense, upon reasonable notice, and no more frequently than once per calendar year unless good cause exists) to conduct or have a third party auditor conduct an inspection of the compliance by Client (including any other persons or entities that are permitted to use or access the Services and Devices) of this Agreement. Client will, and shall cause its Affiliates, employees, subcontractors, agents, representatives and consultants, to cooperate in good faith with such audit activities. In the event that any such audit reveals an underpayment by the Client hereunder, and such underpayment is confirmed, Client shall promptly reimburse Butterfly for the amount of such underpayment. In the event an audit uncovers a breach of this Agreement, Client agrees to pay Butterfly the costs of such audit within ten (10) days of receipt of notice of the results of such audit and the costs therefor.

9. **Representations and Warranties; Disclaimer of Warranties**

9.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party as of the Effective Date that: (a) it has the full right, power and authority to enter into this Agreement, to perform its obligations hereunder and (b) this Agreement has been duly executed by it and is legally binding upon it, enforceable in accordance with its terms, and does not conflict with any agreement, instrument or understanding, oral or written, to which it is a Party or by which it may be bound, nor violate any material Law having jurisdiction over it.

9.2 Butterfly Representations and Warranties.

9.2.1. Butterfly warrants that the Subscription Service, when properly used for the purpose and in the manner specifically authorized by this Agreement and in accordance with the Documentation, will perform materially in accordance with the Documentation. The foregoing warranty shall be effective for so long as Client is a subscriber in good standing to the Subscription Service. The warranty in this Section 9.2.1 shall not apply to the Subscription Service to the extent that the Subscription Service has been modified by any party, other than Butterfly. Butterfly shall have no obligation to Client under the warranty, or otherwise, if: (a) the failure of the Subscription Service to meet the warranty or conform materially to the Documentation can be attributable to Client Equipment, third party software or hardware or Client Data or (b) the failure of the Subscription Service to meet the warranty or conform substantially to the Documentation can be attributable to causes that are not the responsibility of Butterfly.

9.2.2. Butterfly represents and warrants that any Professional Services will be performed by trained individuals in a professional and workperson-like manner.

9.2.3. Unless otherwise specified in the Budgetary Quotation, Butterfly warrants that for twelve (12) months from acceptance of the Device that: (a) the Device will be free from defects in title, material and workmanship under normal use and service and (b) the Device will perform substantially in accordance with the Documentation. Butterfly shall not have any obligation to Client hereunder if the warranty claim results from or arises out of: (i) the use of the Device in combination with any software, tools, hardware, equipment, supplies, accessories or any other materials or services not furnished by Butterfly or recommended in writing by Butterfly or using or combining the Device with any item or data that does not properly and unambiguously exchange data with the Device in accordance with the Documentation; (ii) the use of the Device in a manner or environment, or for any purpose, for which Butterfly did not design or license it, or in violation of Butterfly's recommendations or instructions on use; (iii) any alteration, modification or enhancement of the Device by Client or any third party not authorized or approved in writing by Butterfly; (iv) any defect or deficiency (including failure to conform to Documentation) that results, in whole or in part, from any improper storage or handling, failure to maintain the Device in the manner described in the Documentation, inadequate back-up or virus protection or any cause external to the Device or beyond Butterfly's reasonable control, including, but not limited to, power failure and failure to keep the Device clean and free of dust, sand and other particles or debris; or (v) any use or maintenance, or any extraordinary use, repair or service of the Device, by anyone other than Butterfly or its authorized representatives. In addition, this warranty does not cover the Device to the extent it is used in any country other than the country to which Butterfly ships the Device.

9.2.4. Client will promptly notify Butterfly of any Device defect subject to the warranty in 9.2.3 above and return the Device as set forth herein at Butterfly's expense. Client will follow the cleaning and disinfection procedures set forth in the Documentation and any other instructions from Butterfly regarding Device return, and will package the Device in order to protect it from damage during return shipping. Upon receipt, Butterfly will promptly evaluate the Device. If Butterfly confirms that the Device is defective and subject the warranty in 9.2.3, Butterfly will promptly replace the defective Device with either a new or refurbished Device. If Butterfly determines that the damage resulted from any of the causes set forth in 9.2.3 (i) – (v), Butterfly will so notify Client and Client will have the option of purchasing a replacement Device.

9.3 Exclusive Remedy. Butterfly's sole obligation and Client's sole remedy for breaches of the warranty in Section 9.2.1 and 9.2.3 is for Butterfly to use commercially reasonable efforts to provide services to correct the failure of the Subscription Service or Devices to operate in accordance with the Documentation. **THE FOREGOING REMEDY IS EXCLUSIVE, IS SUBJECT TO THE LIMITATIONS SET FORTH HEREIN AND SHALL BE CLIENT'S SOLE REMEDY WITH RESPECT TO ANY CLAIM OF BREACH OF WARRANTY ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

9.4 Client Representations and Warranties. Client represents and warrants that it will, and will ensure that its End Users, use the Services and Devices only in accordance with all applicable Laws (including but not limited to HIPAA).

9.5 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 9, BUTTERFLY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR

STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, OR NON-INFRINGEMENT. BUTTERFLY DOES NOT WARRANT, REPRESENT, OR GUARANTEE THAT THE SERVICES SHALL BE UNINTERRUPTED, ERROR-FREE, OR THAT THE SERVICES OR DEVICES WILL PROVIDE ANY SPECIFIC RESULTS FOR CLIENT, OR PROVIDE ANY RESULTS AT ALL. FURTHER, CLIENT ACKNOWLEDGES AND UNDERSTANDS THAT THE SERVICES MAY BE CONTINGENT ON THIRD PARTY PERFORMANCE AND BUTTERFLY CANNOT GUARANTEE AND IS NOT LIABLE FOR THE SAME. THE SERVICES AND DEVICES, AND DELIVERABLES, IF APPLICABLE, PROVIDED HEREUNDER ARE NOT INTENDED TO SUBSTITUTE FOR, OR TO REPLACE THE SKILL, KNOWLEDGE, AND EXPERIENCE OF CLIENT, END USER OR OTHER LICENSED PHYSICIANS OR OTHER CARE PROVIDERS. BUTTERFLY ASSUMES NO RESPONSIBILITY FOR PATIENT CARE AND IS NOT PROVIDING THE DEVICES OR ANY SERVICE HEREUNDER TO THE CLIENT AS A SUBSTITUTE OR REPLACEMENT FOR THE MEDICAL JUDGMENT OF THE CLIENT'S PHYSICIANS, END USERS OR OTHER CARE PROVIDERS. BUTTERFLY HAS NO, AND DISCLAIMS ANY RESPONSIBILITY WHATSOEVER FOR, AND CLIENT RELEASES BUTTERFLY FROM, ANY CLAIMS ARISING FROM OR RELATED TO THE CONDUCT OF THE CLIENT'S BUSINESS OR FOR ACTS OR OMISSIONS OF CLIENT AND END USERS IN THE PROVISION OF PATIENT CARE, AND THAT ANY RELIANCE UPON THE BUTTERFLY PROPERTY OR SERVICES HEREUNDER SHALL NOT DIMINISH THE CLIENT'S RESPONSIBILITY FOR PATIENT CARE. Further, Butterfly does not and cannot control the performance of Internet or cellular services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Client's connections to the Internet or cellular service (or portions thereof). Although Butterfly will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Butterfly cannot guarantee that such events will not occur. BUTTERFLY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES WHICH ARE NOT BUTTERFLY'S SUBCONTRACTORS.

9.6 Warranties to Client Only. The warranties stated in this Section are made only to Client and Butterfly shall have no liability to any third party, including any End User, with respect to the Services or Devices as a result of the warranties contained herein.

10. Limitation of Liability

10.1 Liability Limitation. IN NO EVENT SHALL EITHER PARTY OR BUTTERFLY'S THIRD PARTY SUPPLIERS HAVE LIABILITY ARISING OUT OF OR PERTAINING TO THIS AGREEMENT TO THE OTHER PARTY OR ANY OTHER THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES OF ANY KIND BASED ON ANY CLAIM OR LEGAL THEORY, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, LOST OPPORTUNITY, LOST SAVINGS, LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION OR COST OF SUBSTITUTE SERVICES OR TECHNOLOGY, EVEN IF INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE. ADDITIONALLY, EXCEPT FOR CLAIMS ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 11, NEITHER PARTY'S NOR BUTTERFLY'S SUPPLIERS' OR LICENSORS' AGGREGATE LIABILITY TO THE OTHER PARTY AND ANY AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND END USERS FOR ANY CLAIMS ARISING UNDER THIS AGREEMENT OR OTHERWISE ARISING FROM THE TRANSACTIONS CONTEMPLATED HEREIN AND THEREIN REGARDLESS OF THE FORM OF ACTION (INCLUDING, BUT NOT LIMITED TO, ACTIONS FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, RESCISSION AND BREACH OF WARRANTY) SHALL EXCEED THE FEES

CLIENT PAID IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. CLIENT HEREBY RELEASES BUTTERFLY FROM ALL OBLIGATIONS, LIABILITY, CLAIMS OR DEMANDS IN EXCESS OF THIS LIMITATION. THIS LIMITATION OF LIABILITY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS AND NOTWITHSTANDING THE FAILURE OF ANY LIMITED REMEDY.

10.2 Transmission of Data. Butterfly is not responsible for loss or alteration of Client Data in transmission (including in transmission from the Device to the smartphone and from the smartphone to the Subscription Service or Client's internal system/network), due to improper transmission by Client or an End User, or failure by Client, an End User or any third party to act on any communication transmission to or by Client or an End User through the Subscription Service or through use of a Device. Butterfly is not responsible for any Client Data generated through use of the Device but not uploaded to the Subscription Service.

11. Indemnity

11.1 Butterfly's Indemnification Obligations. Butterfly shall defend, indemnify, and hold harmless Client and its Affiliates, and their respective directors, officers, and employees against any and all actions, claims or assertions brought against them by a third party ("Claims"), that the Subscription Service or Devices, when used within the scope of and in accordance with this Agreement and the Documentation, infringes a United States patent or copyright and will pay resulting costs, damages, and attorney fees finally awarded. In the event that the Subscription Service and/or Device in the opinion of Butterfly, is likely to or does become the subject of a claim of infringement, Butterfly shall have the right at its sole option and expense to: (a) modify the Subscription Service and/or Device to be non-infringing provided that such modification does not fundamentally change the functionality of the Subscription Service and/or Device; (b) obtain for Client a license to continue using the Subscription Service and/or Device at no additional charge to Client; or (c) if neither (a) nor (b) are reasonably practicable, terminate the Agreement and refund to Client the pro rata portion of fees paid to Butterfly for such portion of the Subscription Service and/or Device thereof that cannot be utilized due to such infringement.

11.2 Butterfly shall have no liability under this Section 11 for any such claim based upon: (a) any component of software provided by Client or any third party; (b) any modification by a party other than Butterfly, unless such modification was at the direction of Butterfly; (c) the combination, operation or use of the Subscription Service and/or Device with a software program(s) or data not part of Subscription Service and/or Device if the claim would have been avoided had such combination, operation or use not occurred; (d) the Subscription Service and/or Device being used in a manner not authorized by this Agreement; and (e) continued use of the Subscription Service and/or Device from the date of written notice wherein Butterfly informs Client that such continued use may lead to a claim. This Section 11.1 sets forth Butterfly's sole and exclusive obligation and liability, and Client's sole and exclusive remedy, for any infringement or misappropriation of intellectual property rights of any kind.

11.3 Client's Indemnification Obligations. Client shall indemnify and defend Butterfly and its Affiliates, licensors, and suppliers, and their respective directors, officers, shareholders, employees, contractors and agents from and against any and all Claims and all liabilities, awards, damages, settlements, fees, penalties, costs and expenses (including reasonable attorney's fees) owing to third parties (including for avoidance of doubt, government and regulatory agencies) in connection therewith (collectively, "Losses"), arising from: (a) any gross negligence or willful misconduct by Client; (b) any failure by Client to procure appropriate consents or authorizations, including from patients; (c) any failure to comply with the End User Agreement attached hereto; (d) breach of Section 6 (Client Responsibilities); (e) Client's and its End Users' use or misuse of the Services and/or Devices; (f) Client Data (whether properly or improperly obtained and/or transmitted); (g) Client Equipment, including, without limitation, any failure or malfunction caused by the smartphone connected to the Device; (h) Client's and/or its End Users' failure

to comply with any applicable Law to which it may be subject in the use of the Services; (i) the consequences of Client's or End Users' utilization of the Services and/or Devices in respect of any third party; and (j) any allegation that the Client Property infringes the Intellectual Property Rights of a third party.

11.4 Indemnification Procedure. The Party having the benefit of the indemnification obligation under this Section 11 (the "Indemnitee") shall: (a) give the Party having the indemnification obligation (the "Indemnitor") prompt notice of any claim; (b) allow the Indemnitor to have sole control over the defense and settlement of the claim, provided, however, that the Indemnitee shall have the option, at its sole discretion, to participate in the defense of any such claim using attorneys selected by it, the costs and expenses of which shall be the responsibility of Indemnitee; and (c) provide all assistance reasonably requested by Indemnitor, at Indemnitor's expense, in the defense and settlement of the claim. The Indemnitor will not consent to the entry of any judgment or enter into any settlement with respect to a Claim without the Indemnitee's prior written consent (not to be unreasonably withheld or delayed) unless: (i) the judgment or proposed settlement involves only the payment of monetary damages by the Indemnitor, and does not impose injunctive or other equitable relief upon or otherwise adversely affect the Indemnitee; (ii) there are no additional Claims pending against the Indemnitee, and no adverse impact on existing Claims, as a result of the judgment or proposed settlement; and (iii) the Indemnitee will have no liability with respect to such judgment or proposed settlement and will not otherwise be materially and adversely affected by the terms of such settlement.

12. **Confidentiality**. "Confidential Information" means any confidential and proprietary information related to a Party's business belonging to one Party ("Discloser"), and disclosed to the other Party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including information concerning research, development, design details and specifications (including beta versions of functionality), financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information and marketing plans, internal business processes, product designs, the terms and conditions of this Agreement (including pricing and other terms reflected in Exhibits hereto or other order forms), and any additional information that any End User or other third party has disclosed to Discloser in confidence and that Discloser is permitted to disclose to Recipient under the terms and conditions of this Agreement. Any information related to the Services, Devices or other Butterfly Property shall be deemed to be the Confidential Information of Butterfly, and any Client Data shall be deemed to be the Confidential Information of Client. Recipient shall only use Confidential Information of the Discloser for the purposes of this Agreement and shall keep such information in strict confidence. Recipient shall restrict disclosure of Confidential Information solely to its employees, attorneys, accountants, contractors and other representatives with a need to know, not disclose it to any third parties, except End Users as permitted hereunder, and use no less than reasonable care in its obligations. Except as expressly set forth elsewhere in this Agreement, all Confidential Information shall remain the property of the respective Discloser. Information will not be deemed "Confidential Information" if such information: (a) is generally available to the public (other than through breach of this Agreement); (b) is received form a third party lawfully empowered to disclose such information without being subject to an obligation of confidentiality; or (c) was rightfully in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient. Notwithstanding the above, the Recipient will not be in violation of this Section 12 with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Recipient provides the Discloser with prompt written notice of such disclosure where reasonably possible in order to permit the Discloser to seek confidential treatment of such information.

13. **Governing Law.** This Agreement shall be governed by the laws of the state of New York, without giving effect to any conflict of law principles. The Parties hereby waive any objection to the exclusive jurisdiction and venue of the state and federal courts in New York City, New York.

14. Term and Termination

14.1 Term. The Agreement shall commence on the Effective Date and shall continue in effect for the term specified in the Budgetary Quotation (the "Initial Term"). Following the Initial Term, the Agreement will automatically renew for subsequent terms of the same length as the Initial Term, and in any event, at least twelve (12) months, (each, a "Renewal Term"). Either Party may terminate this Agreement by giving written notice of non-renewal within sixty (60) days prior to the end of the Initial Term or Renewal Term as applicable.

14.2 Termination for Breach. This Agreement may be terminated by either Party for material breach if such breach has not been cured by the other Party within thirty (30) days' receipt of written notice of such breach by such other Party. If the Agreement is terminated by Butterfly as a result of a material breach by Client, Client shall remain liable for the payment for the entire Subscription Service Fee, as applicable, for the then current Term, as the case may be, and any unpaid amounts still due and owing for Devices.

14.3 Suspension. Butterfly may suspend the provision of the Subscription Service to Client under this Agreement effective immediately upon notice if: (a) Client fails to pay any portion of the fees due under the Budgetary Quotation within thirty (30) days after receiving written notice from Butterfly that payment is past due; (b) if Client or an End User breaches Section 6 (Client Responsibilities); or (c) if Client's or an End User's use of the Subscription Service: (i) poses a security risk to the Services or any other third party or (ii) may adversely impact Butterfly's systems, networks, any Butterfly Property or the data of any other Butterfly client. During any such suspension, or in the event that the Subscription Service is unavailable for any reason, Client is solely responsible for continuity of patient care, including, identifying alternate means of accessing diagnostic images, imaging studies and Patient Data.

14.4 Effects of Termination. All subscriptions extend for a mandatory minimum period of one (1) year. Users choosing to discontinue after this first year will maintain the ability to scan with the Butterfly iQ and access their existing studies in the cloud but will no longer be able to archive new studies. Upon expiration or termination of this Agreement under this Section 14, Butterfly shall immediately terminate Client and any End Users' ability to archive new studies. In accordance with the Business Associate Agreement executed between the parties, upon client's request, Butterfly will return or destroy using a non-recoverable method, Client Data, excluding Anonymized Data. Butterfly will be permitted to retain Client's Confidential Information if such retention is strictly necessary to meet Butterfly's legal compliance obligations, is done pursuant to Butterfly's records management program, and is limited to the minimum Client Confidential Information and minimum retention period needed to meet these obligations. Client shall immediately pay to Butterfly all amounts due and payable prior to the date of such expiration or termination and, except in the event of termination by Client due to breach by Butterfly, all unpaid Subscription Fees that would become due under the then-current Subscription period if such termination did not occur.

14.5 Survival. Sections 2 (Fees and Payment), 3 (Data Privacy), 4 (Ownership), 6.6 (Liability for Content), 6.7 (Security of Account), 8 (Audit), 9.3 (Exclusive Remedy), 9.5 (Disclaimer of Warranties), 9.6 (Warranties to Client Only), 10 (Limitation of Liability), 11 (Indemnity), 12 (Confidentiality), 13 (Governing Law), 14 (Term and Termination), 15.4 (Entire Agreement), 15.5 (Notices), 15.8 (Severability), 15.9 (Waiver; Modification), and 15.10 (Counterparts).

15. General

15.1 Independent Contractors. The Parties are independent contractors. Nothing in this Agreement shall be construed to create a joint venture, partnership, franchise, or an agency relationship between the Parties.

15.2 Insurance. The Parties, at their own expense, shall procure and maintain policies of insurance required by Law and at such levels as are appropriate and customary for each industry, and the scope of activities and operations and a Party's obligations hereunder. Upon reasonable request, each Party shall furnish to the other a Certificate of Insurance evidencing such coverage.

15.3 Assignment. This Agreement may not be assigned without the prior written consent of the other Party, which shall not be unreasonably withheld; provided however, Butterfly may freely assign this Agreement without the consent of the other Party, in whole or in part, in connection with a merger, consolidation, reorganization or transfer of all or substantially all of Butterfly's assets or stock to a successor. Any attempted assignment in violation of this Section 15.3 shall be void. This Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

15.4 Entire Agreement. This Agreement as executed by the Parties constitutes the complete and exclusive agreement and understanding between the Parties and terminates and supersedes any prior agreement or understanding relating to the subject matter hereof between Butterfly and Client. None of the provisions of this Agreement can be waived or modified except in a writing signed by both Parties. There are no representations, discussions, proposals, promises, agreements, warranties, covenants or undertakings, whether oral or written, other than those contained herein.

15.5 Notices. Notices must be in writing; delivered: (a) personally; (b) by certified mail return receipt requested; (c) by facsimile transmission with a confirming copy sent the same day by first class mail; or (d) by a nationally recognized overnight courier service; and addressed to the addresses set forth above. Each notice shall be deemed given upon receipt of such notice by the other Party. All notices shall be sent to the Parties at the following addresses. [**INSERT BUTTERFLY ADDRESS**] [**INSERT CLIENT ADDRESS**]

Butterfly Network, Inc., 530 Old Whitfield Street
Guilford, CT 06437, Attn: Legal Dept.

15.6 Force Majeure. Neither Party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, or any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delays in transportation or communications, internet or telecommunications failures, cyberattacks or any act or failure to act by the other Party, its employees, agents or contractors. The Parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a substantial delay in the performance of this Agreement.

15.7 Publicity. Butterfly may issue one (1) press release within thirty (30) days of the Effective Date of this Agreement announcing the existence of this Agreement and generally describing the terms hereof or as otherwise mutually agreed by the Parties. During the Term of this Agreement, Butterfly may use Client's name and logo on the Butterfly web site and in Butterfly's collateral marketing materials, provided that Client has approved in writing the form of any such use, such approval not to be unreasonably withheld.

15.8 Severability. If one or more provisions of this Agreement are held to be unenforceable under Applicable Laws, the Parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each Party as closely as possible to that under the provision rendered unenforceable. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then: (a) such provision shall be excluded from this Agreement; (b) the balance of the Agreement shall be interpreted as if such provision were so excluded; and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

15.9 Waiver; Modification. If a Party waives any term or provision or the other Party's breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by the Party against

whom such waiver is asserted. No waiver by a Party of a breach of this Agreement by the other Party shall constitute a waiver of any other or subsequent breach by such other Party. This Agreement may be modified only if authorized representatives of both Parties consent in writing.

15.10 Counterparts. This Agreement may be executed in counterparts.

BUTTERFLY NETWORK, INC.

By:

Name: Alexander C. Magary

Title: VP, Legal & Asst. Corp. Secretary

Date: July 1, 2020

CLIENT NAME: Williamson County

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

End User License Agreement

The Butterfly Network, Inc. platform (Butterfly iQ) is a cloud-based ultrasound image acquisition and sharing platform for patient care, research, education or other authorized use. The examination and associated patient information that you will store, send, and/or receive through Butterfly iQ will be transferred and stored in accordance with HIPAA standards. By clicking the accept button, you acknowledge and agree to the following:

- You have the authority and the right to use the login credentials that you are using, and to access, use, transmit, and share the imaging examination and protected health information (PHI) of the associated patients.
- You will not share your login credentials or otherwise permit unauthorized individuals to access Butterfly iQ.
- You are a licensed physician in good standing or otherwise qualified to use Butterfly iQ.
- You have obtained any required consents, authorizations, or other permissions necessary to share the image and associated patient information and have otherwise taken steps to ensure that the transmission complies with applicable law.
- You are not purporting to be anyone other than yourself (or a person for whom you have legal authority to act).
- You are adhering to all international, national and/or state laws/regulations that govern the exam and associated PHI.
- You will only use Butterfly iQ in accordance with the Terms of Use and the Device labeling.
- You are sharing this imaging examination and associated PHI for purposes of research, education or continuity of care and not for any illegal or malicious purpose.
- Butterfly Network, Inc. is not the intended recipient of any imaging examination, rather, Butterfly Network, Inc., provides a platform for the storage and transfer of imaging examinations from one health care provider to another.
- Butterfly Network, Inc., is not a healthcare provider and is not responsible for the medical care or treatment of any patient.
- Butterfly Network, Inc., will not be responsible for the content, results, diagnoses (or lack thereof) in the data provided and/or transmitted and will not review, verify, or provide any opinion or consultation regarding same.
- You agree to hold Butterfly Network, Inc., harmless from any costs or damages arising from your use, misuse or reliance on this system, except to the extent that such costs or damages are caused by Butterfly Network, Inc.'s gross negligence or intentional misconduct.

Exhibit B

Device Description

Butterfly iQ is a general-purpose diagnostic ultrasound imaging system for use by a qualified and trained healthcare professional enabling diagnostic imaging and measurement of anatomical structures and fluid.

Butterfly iQ is indicated for use by qualified and trained healthcare professionals to enable diagnostic ultrasound imaging and measurement of anatomical structures and fluids of adult and pediatric patients for clinical applications, including the following:

- Peripheral Vessel (including carotid and arterial studies)
- Procedural Guidance
- Small Organs (including thyroid)
- Cardiac
- Abdominal
- Urology
- Fetal/Obstetric
- Gynecological
- Musculoskeletal (conventional)
- Musculoskeletal (superficial)

The product can be used in a variety of settings such as clinics, hospitals, and clinical point of care centers for M-mode, B-mode, and Color Doppler functions.

Exhibit C

HIPAA Business Associate Addendum

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (the "Agreement") supplements and is made a part of the Master Terms and Conditions (the "Underlying Agreement") by and between Client, (referred to herein as "Covered Entity") and Butterfly Network, Inc., (referred to herein as "Business Associate") and is effective as of the effective date of the Underlying Agreement (the "Effective Date"). Covered Entity and Business Associate may each be referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, in connection with the Underlying Agreement, Covered Entity may disclose certain information to Business Associate constituting Protected Health Information ("PHI");

WHEREAS, the Parties intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Underlying Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Health Information Technology for Economic and Clinical Health Act (collectively, "HIPAA") and privacy and security regulations promulgated thereunder as amended from time to time (the "HIPAA Regulations") and other applicable laws; and

WHEREAS, the purpose of this Agreement is to set forth the requirements necessary to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

A. Definitions. Unless otherwise specified in this Agreement or the Underlying Agreement, all capitalized terms used herein shall have the meanings ascribed to them in the HIPAA Regulations.

B. Stated Purpose for which Business Associate May Use or Disclose PHI. The Parties hereby agree that except as otherwise limited in this Agreement, Business Associate shall be permitted to use or disclose PHI provided or made available from Covered Entity to perform any function, activity or service for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the HIPAA Regulations if done by Covered Entity.

C. Business Associate Obligations. Business Associate covenants and agrees that it shall:

(1) Not use or further disclose PHI other than as permitted or required under this Agreement or as required by applicable law or regulation.

(2) Implement the administrative, physical and technical safeguards set forth in 45 C.F.R § 164.302-318 and otherwise reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity and to use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted under this Agreement.

(3) Use appropriate safeguards to maintain the security of and prevent unauthorized access to Covered Entity's PHI. Such safeguards will include a written information security program.

(4) Require any of its agents or subcontractors, or other third parties with which Business Associate does business that are provided PHI or electronic PHI on behalf of Covered Entity, to agree, in writing, to adhere to substantially similar restrictions and conditions on the use and disclosure of PHI that apply to Business Associate under this Agreement.

(5) To the extent Business Associate maintains PHI in a Designated Record Set, make available to Covered Entity upon written request from Covered Entity, such information as is necessary to fulfill Covered Entity's obligations to provide PHI: (a) pursuant to an Individual's right to obtain a copy of his or her PHI under 45 C.F.R. § 164.524(a); or (b) that may be related to an Individual's right to amend his or her PHI under 45 C.F.R. § 164.526. Business associate will track disclosures of PHI as necessary to provide an accounting of disclosures pursuant to 45 C.F.R. § 164.528. In the event of a request by an individual directly to Business Associate for an accounting, Business Associate will inform Covered Entity and cooperate with Covered Entity so that Covered Entity may provide such an accounting in accordance with regulations and standards adopted by the Secretary of the U.S. Department of Health and Human Services (the "Secretary"). Business Associate shall also, as directed by Covered Entity, incorporate any amendments to PHI into copies of such PHI maintained by Business Associate.

(6) Make available to the Secretary all internal practices, books and records relating to the use and disclosure of PHI received from, or created by, Business Associate on behalf of Covered Entity, for purposes of determining Covered Entity's or Business Associate's compliance with the HIPAA Regulations. The Parties' respective rights and obligations under this Section C(6) shall survive termination of the Underlying Agreement.

(7) During the term of the Underlying Agreement, notify Covered Entity of any suspected or actual Breach of Unsecured PHI, Security Incident, or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Notice may be supplemented as facts become available and will include, to the extent known, the identification of each individual whose Unsecured PHI has been or is reasonably believed by Business Associate to have been accessed, acquired or disclosed during such Breach and other information necessary for Covered Entity to fulfill any Breach notification obligations. This Section C. (7) constitutes notice to Covered Entity of unsuccessful Security Incidents, such as port scans, firewall pings and failed login attempts provided that such unsuccessful Security Incidents do not result in the unauthorized use or disclosure of PHI. Notice to Covered Entity otherwise will be provided in accordance with the Notice provisions of the Underlying Agreement.

(8) Disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary, in Business Associate's judgment, to perform or fulfill a specific function required or permitted by this Agreement.

D. Permitted Uses and Disclosures. Business Associate agrees that it shall not use or disclose PHI in any manner, form, or in any means that is contrary to its obligations under the Underlying Agreement or this Agreement. Notwithstanding the foregoing, the Parties agree that, pursuant to federal law, Business Associate may:

(1) Use PHI in its possession for its proper management and administration and to fulfill any of its present or future legal responsibilities provided that such uses are permitted under state and federal confidentiality laws.

(2) Disclose PHI in its possession to third parties for the purpose of its proper management and administration or to fulfill any of its present or future legal responsibilities

provided that (i) the disclosures are required by law, as provided for in 45 C.F.R. § 164.501, or (ii) Business Associate has received from the third party written assurances that the PHI will be held confidentially, that the PHI will only be used or further disclosed as required by law or for the purpose for which it was disclosed to the third party, and that the third party will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached, as required under 45 C.F.R. § 164.504(e)(4).

(3) Use PHI in its possession to provide data aggregation services relating to the health care operations of the Covered Entity.

(4) Use PHI in its possession to create de-identified data in accordance with the HIPAA Regulations. Business Associate may use such de-identified data for quality assurance, product improvement and other business purposes.

E. Termination. Notwithstanding any other provision under the Underlying Agreement and pursuant to federal law, Business Associate agrees that the Underlying Agreement may be terminated by Covered Entity should Covered Entity determine that Business Associate has violated a material term of this Agreement.

F. Return or Destruction of PHI. Upon termination, cancellation, or expiration of the Underlying Agreement, if feasible, and upon the request of Covered Entity, Business Associate shall return to Covered Entity or destroy in accordance with standards promulgated by the Secretary, any and all PHI received from, or created by, Business Associate on behalf of Covered Entity that is maintained by Business Associate in any form. Should the return or destruction of the PHI be determined by Business Associate, in its sole discretion, to be infeasible, the Parties agree that the terms of this Agreement shall extend to the PHI until otherwise indicated by Covered Entity, and any further use or disclosure of the PHI by Business Associate shall be limited to that purpose which renders the return or destruction of the PHI infeasible.

G. Amendment to Comply with Law. The Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Specifically, HITECH, as implemented by the HIPAA Omnibus Rule (78 Fed. Reg. 5566 (January 25, 2013)), imposes new requirements on business associates and covered entities with respect to privacy, security and breach notification. Applicable HIPAA and HITECH provisions, together with any guidance issued by the Secretary, and any applicable amendments to federal and state privacy law, are hereby incorporated by reference and will become part of this Agreement as if set forth in their entirety, effective as of the applicable effective date/s.

H. No Third Party Beneficiaries. Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

I. Term. This Agreement shall become effective on the Agreement Effective Date and shall expire when all of the PHI provided by Covered Entity to Business Associate is destroyed or returned to Covered Entity pursuant to Section F. The Parties agree that Sections B, C, and D of the Agreement shall survive the termination or expiration of the Underlying Agreement.

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR BUTTERFLY IQ PRODUCTS AND SUBSCRIPTION AND TERMS AND CONDITIONS OF SERVICE FOR WILLIAMSON COUNTY EMS

(Butterfly Network, Inc.)

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 ADDENDUM TO BUTTERFLY MASTER TERMS AND CONDITIONS is made and entered into by and between **Williamson County, Texas** (hereinafter "Client" or "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Butterfly Network, Inc.,** (hereinafter "Butterfly"), a Delaware C Corporation. County agrees to engage Butterfly 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. Butterfly Quote, dated March 12, 2020;
B. Butterfly Master Terms and Conditions; and
C. This Williamson County Addendum.

II.

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

III.

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 Client 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 Client in accordance with Texas Government Code Section 2251.025.

IV.

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, Client will only be liable for its pro rata share of services rendered and goods actually received.

V.

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

VI.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement. The County does not agree to arbitration.

VII.

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

VIII.

Right to Audit: No more than annually, Butterfly shall either, provide to Williamson County, Texas on request the results of any SSAE 16 SOC 1 (Type I or Type II) or SOC 2 audit of Butterfly's services and systems handling Williamson County, Texas.

IX.

No Assignment: This Agreement may not be assigned without the County's prior written consent.

X.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

XI.

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

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:	BUTTERFLY:
_____	_____
Authorized Signature	Authorized Signature
Date: _____, 2020	Date: July 1, 2020

Butterfly™

Confidential Quotation

Butterfly Network, Inc.
530 Old Whitfield St
Guilford, CT 06437
United States

Phone: 1-855-296-6188
Email: info@butterflynetwork.com

Quote #: Q-02306-2
Date: 4/27/2020 8:16 AM
Expires On: 7/31/2020
Delivery:
Terms: FOB Destination

Your Butterfly Representative
Aarron Montgomery
amontgomery@butterflynetinc.com
(832) 977-7758

Primary Contact
Jeff Jarvis MD, MS, EMT-P
jjarvis@wilco.org
(512)943-1266

Ship To
The Williamson County EMS System

Bill To
The Williamson County EMS System
,

Product ship date and subscription start dates are to be determined. Once fully executed, this Price Quotation will be bound by the Master Terms & Conditions.

QTY	PRODUCT #	PRODUCT NAME	DESCRIPTION	UNIT PRICE	UNIT PRICE EXTENDED	NET PRICE
4	900-20001-00	Butterfly iQ (Lightning)		USD 1,999.00	USD 7,996.00	USD 7,996.00

QTY	PRODUCT #	PRODUCT NAME	DESCRIPTION	UNIT PRICE	UNIT PRICE EXTENDED	NET PRICE
4.00	SUB-00008-E-1	Enterprise Workflow (3 year term, net price billed annually upfront)	Ultrasound for the Enterprise. Membership allows users to store, access and collaborate. Includes: Security (SSO & MDM Restrictions), QA / QI (Worksheets, Reporting, Credentialing) and Integration (DICOM) and direct connect to EMR Unlimited licenses per probe	USD 1,800.00	USD 7,200.00	USD 7,200.00
4.00	900-20005-00	Butterfly iQ Case		USD 99.00	USD 396.00	USD 396.00

Quote Subtotal: USD 15,592.00

* Shipping & Handling: USD 100.00

* Estimated Sales Tax:

Butterfly™

Confidential Quotation

Butterfly Network, Inc.
530 Old Whitfield St
Guilford, CT 06437
United States

Phone: 1-855-296-6188
Email: info@butterflynetwork.com

Quote #:	Q-02306-2
Date:	4/27/2020 8:16 AM
Expires On:	7/31/2020
Delivery:	
Terms:	FOB Destination

Quote Total: USD 15,692.00

Butterfly™

Confidential Quotation

Butterfly Network, Inc.
530 Old Whitfield St
Guilford, CT 06437
United States

Phone: 1-855-296-6188
Email: info@butterflynetwork.com

Quote #: Q-02306-2
Date: 4/27/2020 8:16 AM
Expires On: 7/31/2020
Delivery:
Terms: FOB Destination

Quote Acceptance

By signing this Quote, I hereby agree to the Master Terms and Conditions attached to this order form.

Signature: _____ **Effective Date:** ____/____/____

Name (Print): _____ _____

Please Note:
* Shipping & handling as well as any applicable sales taxes are the responsibility of the ordering party. Applicable sales taxes are based on the tax rates in effect for your state on the date of shipment and will be reflected on your invoice. Tax exempt customers, please indicate your tax exempt status in the signature block of this quotation.

THANK YOU FOR HELPING TO DEMOCRATIZE ULTRASOUND!
Questions? Please contact: Aarron Montgomery at amontgomery@butterflynetinc.com

QUOTE

HENRY SCHEIN®

Bill To: 01228862 **Ship To:** 01228863

Williamson Co Ems Williamson Co Ems Po Box 873 Georgetown, TX 786270873	Williamson Co Ems Williamson Co Ems 3189 Se Inner Loop Georgetown, TX 786266391	**Sent:** **Reference#:** QT200541720200701130756 **Note:**

Qty	Product	Description	UOM	Unit Price	Extended Price
4	1339306	Ultrasound f/San Angl Mlti Spc Custom Ea	EA	15,650.00	62,600.00

Sub Total: 62,600.00

This quote is valid for 30 days after which this pricing may expire.

Bound Tree

Quotation

Quotation#: 06/30/2020

Account Number: 108184-SHIP009

BILL-TO
WILLIAMSON COUNTY
PO BOX 873
GEORGETOWN, TX 78627-0873
Ship Method: NO FRT
Payment Terms: NET 30

SHIP-TO
WILLIAMSON COUNTY
3189 SE INNER LOOP
GEORGETOWN, TX 78626-6317

Contact Name .
Phone Number .

Item	UOM	Description	Qty	Price	Ext.Price	Exp.Date
5000-68840	1/EA	Lumify S4-1 Bundle	4	$ 5,181.50	$ 20,726.00	12/31/2020

Quote Total $ 20,726.00

Comments:

Johnny Kallus
Boundtree | Account Manager
5000 Tuttle Crossing Blvd | Dublin, OH 43016
Phone: 281-309-6483 | Fax:
johnny,kallus@boundtree.com |

Sales tax will be applied to customers who are not exempt.
Shipping charges will be prepaid and added to the invoice unless otherwise stated.
This quotation is valid until the quote expires or the manufacturer's price to Bound Tree Medical increases.

To place an order, please visit our website at www.boundtree.com, login and add to your shopping cart
or call (800) 533-0523
fax (800) 257-5713

Commissioners Court - Regular Session **29.**

Meeting Date: 07/21/2020

Texas State Library Contract Amendment

Submitted For: Nancy Rister **Submitted By:** Nancy Rister, County Clerk

Department: County Clerk

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on contract amendment #2 to the Texas State Library Commission contract for the Williamson County Clerk's office to increase the "not to exceed" amount to $186,000 and authorize execution of the amendment.

Background

This contract amendment will increase the County Clerk's microfilm imaging contract with the Texas State Library from $119,500 to $186,000. This is an increase of $66,500 for potential imaging costs. The original contract was approved on 8/13/2019. This increase is due to an increase in volume of documents of over 10,000 from the previous year which was record breaking.This will get us up to real time through July of this year. It reduces the risk of data loss as it provides a form of backup and another layer of insurance as it is analog and not subject to electronic corruption. Legal and contract audit have reviewed this amendment and have no comments.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment 2

Original 2020 Contract TSL

Amendment 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/30/2020 08:13 AM
Form Started By: Nancy Rister		Started On: 06/29/2020 12:02 PM
Final Approval Date: 06/30/2020		

Contract Amendment #2
Storage Services for Fiscal Year 2020

Texas State Library and Archives Commission
State and Local Records Management Division

THE STATE OF TEXAS – COUNTY OF TRAVIS

TSLAC Contract Number: 6-20-1246
WillCo Purchase Order Number: Not Provided

The contract and agreement entered into by and between the Texas State Library and Archives Commission and Williamson County Clerk, is hereby amended for the period ending August 31, 2020. It is mutually understood and agreed by and between the undersigned contracting parties of the above numbered Interagency Contract to amend said contract as follows:

This amendment will change the total amount of the contract from $119,500.00 to $186,000.00, an increase of $66,500.00 for potential Imaging costs incurred before August 31, 2020.

This amendment will not extend the expiration date of the contract.

In all other respects, the Contract is reaffirmed.

The undersigned parties bind themselves to the faithful performance of this contract. It is mutually understood that this contract shall not become effective until signed by both parties below.

RECEIVING AGENCY
Williamson County Clerk

By: _____ Date: _____
Bill Gravell, County Judge

PERFORMING AGENCY
Texas State Library and Archives Commission

By: _____ Date: 06/26/2020
Donna Osborne, Chief Operations and Fiscal Officer

GENERAL INSTRUCTIONS
The Receiving Agency must sign the amendment and return via email to ar@tsl.texas.gov or via mail to:

Texas State Library and Archives Commission
Attention: Accounting
Box 12516
Austin, TX 78711-2516

Contract for Imaging Services for Fiscal Year 2020

Texas State Library and Archives Commission
State and Local Records Management

THE STATE OF TEXAS – COUNTY OF TRAVIS

TSLAC Contract Number: 6-20-1246
WillCo Contract or Purchase Order Number: Not Provided

This Contract is entered into by and between the Texas State Library and Archives Commission, the Performing Agency, and Williamson County Clerk, the Receiving Agency, pursuant to the authority granted in, and in compliance with, the provisions of the Interagency Cooperation Act, Texas Government Code, Title 7, Chapter 771.

I. ADMINISTRATIVE CONTACT INFORMATION FOR CONTRACTING PARTIES

Receiving Agency

Name:	Williamson County Clerk
Agency Code:	1246.01
Contact Person:	Nancy Rister
Contact Phone:	(512) 943-1549
Contact Email:	nrister@wilco.org

Performing Agency

Name:	Texas State Library and Archives Commission
Agency Code:	306
TINS No:	33063063060013
Contact Person:	Dee Riley
Phone:	(512) 475-5151

II. STATEMENT OF SERVICES TO BE PERFORMED

The Performing Agency will perform records storage and imaging related services in levels not to exceed the total billable amounts in Section IV of this Contract. Billable fees for records storage and imaging related services will be assessed monthly based on actual services performed. Fees for services under this Contract are outlined in Appendix 1.

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

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

III. FEE SCHEDULE CALCULATION

All fees charged under this Contract are formulated on a cost recovery model reviewed by the Texas State Auditor's Office and the Texas Legislative Budget Board.

Reimbursable costs under this Contract will be calculated for Records Center Services in accordance with Texas Government Code as cited in Section II and as listed in Appendix 1, effective September 1, 2019.

IV. CONTRACT AMOUNT

The maximum amount of this Contract is $92,200.00 and can only be increased or decreased by an executed addendum to this Contract. Of the total amount of this Contract, $6,500.00 of this amount is designated for storage services and $85,700.00 is designated for imaging services.

The total amount of this Contract is an estimate based on prior services provided by the Performing Agency for services requested by the Receiving Agency. It is the responsibility of both the Performing and Receiving Agencies to amend this Contract as the scope of services changes during the Contract term.

V. INVOICING FOR SERVICES

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

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

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

Questions concerning billing and accounting transactions related to this Contract should be directed to the attention of:

Texas State Library and Archives Commission
State and Local Records Management
Attention: Accounting
Box 12516
Austin, TX 78711-2516
Email: ar@tsl.texas.gov

VI. PAYMENT FOR SERVICES

Payment for services performed under this Contract will be processed monthly in accordance with the Interagency Cooperation Act, Texas Government Code, Chapter 771, § 771.008.

If the Receiving Agency is paying other than via an Interagency Transaction Voucher processed through the Texas Comptroller's Uniform Statewide Accounting System (USAS), the Receiving Agency will remit payment to the following address:

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

VII. CANCELLATION OF CONTRACT

This Contract may be canceled by either party provided the following conditions are met. To terminate this Contract, either party must submit a written notice of intent to terminate the contract to the other party at the address listed in Section I of this Contract at least 30 days prior to the intended termination date. The termination notice must reference the State and Local Records Management (SLRM) Contract Number, and must be dated and signed by the agency head or the authorized records management officer. The date of actual Contract termination must be mutually agreed to in writing by both parties to allow for the appropriate and efficient disposition of all records in storage or micro-conversion in process at the time of cancellation notice. Payment for storage services performed will be the responsibility of the Receiving Agency until all records are removed from storage, and payment for imaging services will be due for all imaging services performed prior to the agreed termination date. All fees will be calculated as outlined in the fee schedules in Appendix 1.

VIII. TERM OF CONTRACT

This Contract begins once fully executed by both parties and terminates on August 31, 2020.

The undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract will not become effective until signed by both parties below.

RECEIVING AGENCY
Williamson County Clerk

By: Bill Gravell Jr.
Bill Gravell
County Judge

Date: 8-13-19

PERFORMING AGENCY
Texas State Library and Archives Commission

By: Donna Osborne
Donna Osborne
Chief Operations and Fiscal Officer

Date: 8/15/19

GENERAL INSTRUCTIONS

An original and one copy of this entire document, including any attachments, addenda, and/or exhibits must be submitted to the Receiving Agency for approval. The Receiving Agency must sign both Contracts and return one copy to:

Texas State Library and Archives Commission
State and Local Records Management
Attention: Accounting
Box 12516
Austin, TX 78711-2516

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
RECORDS STORAGE SERVICES
FEE SCHEDULE (FY 2020)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at 4400 Shoal Creek Boulevard in Austin, Texas.

RECORDS STORAGE SERVICES (NIGP CODE)	Unit	Fee
1. Records Center Stack Storage (962-95-01)	Cubic Ft (CF)*	$ 0.20
2. Oversize Documents (962-95-02)	Call for quote	
3. Map Storage (962-95-03)	Call for quote	
4. Microfilm storage – 16 mm roll (962-95-04)	Each	$ 0.07
5. Microfilm storage – 35 mm roll (962-95-05)	Each	$ 0.14
6. Microfiche storage (962-95-06)	Per sheet	$ 0.0015
7. Microfilm storage – Quarantine (962-95-07)	Each	$0.21
8. Microfilm storage – Cold storage (962-95-08)	Each	$1.00
9. Microfilm storage – Freezer storage (962-95-09)	Each	$2.00
10. Disaster Recovery – storage (990-28-01)	CF	$ 3.50
11. Disaster Recovery – circulation (990-28-02)	CF	$ 5.00

Monthly Fees are assessed on the total volume of cubic feet of hard copy or microforms stored at any point during a month.

NOTE: $0.20 per cubic foot equals $0.24 per standard record storage box.

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
RECORDS STORAGE SERVICES
DRAFT FEE SCHEDULE (FY 2019)

ACTIVITIES SERVICES	Unit	Fee
1. Accessions (958-82-01)	Each	$ 1.10
2. Disposal and destruction (958-82-02)	Each	$ 2.75
3. Permanent Withdrawal (958-82-03)	Each	$ 2.75
4. Circulation (958-82-04)	Each	$ 1.75
5. Rush Circulation (958-82-05)	Each	$ 3.50
6. Regular Deliveries/Pickups (in City of Austin) (958-82-06)	Each	$11.00
7. Rush Deliveries/Pickups (in City of Austin) (958-82-07)	Each	$22.00
8. Special Deliveries /Pickups surcharge (in City of Austin) (958-82-07)	Each*	$ 0.50
9. Delivery mileage charge (outside City of Austin) (958-82-09)	Per mile	$ 1.25
10. Scan on demand (digital scan/transmission of documents/microfilm/microfiche) (958-82-10) *Note: circulation and research fees also applied for pull and refile (Items 15 and 26)*	Per page/Per frame	$ 0.20
11. Scan on demand oversize documents (digital scan/transmission of documents) (958-82-11) *Note: circulation and research fees also applied for pull and refile (Items 15 and 26)*	Per page	$1.00

**Applied only when additional staff time is needed to remove from a location or place in location 30 or more items while at an agency.*

OTHER SERVICES	Unit	Fee
12. Data entry – per line (958-82-12)	Per line	$ 0.50
13. Relabel – box or file (958-82-17)	Each	$2.00
14. Document Preparation (if required for scan on demand) (958-82-13)	Per hour*	$40.00
15. Research – box, file, microform assistance (958-82-14)	Per hour*	$40.00
16. Special reports – research and generation (958-82-15)	Per hour*	$40.00
17. Minimum monthly charge (958-82-16)	Each	$15.00

**Charged in 15 minute increments.*

Records Storage Service Descriptions

1. Records Center Stack Storage: The monthly fee is $0.20 per cubic foot. The industry standard is to assess a standard record storage box with the lid at 1.2 cubic feet each; this is equal to $0.24 per month. Storage of containers other than the standard container includes either 36 or 48" roll plan (RP36, RP48).

2. Oversize Documents: If documents are too large or too fragile to be housed in roll plan boxes, please contact the Records Center Manager to discuss alternatives. Charges will be based on the amount of space taken up on shelves. Arrangements for other types of storage and pricing will be taken on a case-by-case basis.

3. Map Storage: Oversized maps that can be stored on shelves, map cabinets, or oversized flat boxes will be will be accepted on a case-by –case basis as room is available. Pricing will vary based on the amount of floor space or shelf space taken up by the maps. Please contact the State Records Center Manager for additional information.

3-5. Microform Storage: Reels and Microfiche are stored in one of the microfilm vaults at the State Records Center. The rate of $0.07 is for a 16mm reel, that fee is doubled for 35mm. The cost of storing each sheet of microfiche is $0.0015.

6. Microfilm Storage – Quarantine: Film that is identified as having oxidation, vinegar syndrome, or other degradation issues will be removed from storage. Film will be segregated into a vault designated for quarantined film. The owner of the film will have the option of duplicating the film or leaving the film in quarantine vault. Microfilm stored in this area will be charged a rate of $0.21 per roll, per month. This is a new service in FY2018.

7. Microfilm Storage – Cold storage: Fragile or degrading film will be stored between 33-55 degrees to help slow the effects of the degradation. The cost will be $1.00 per roll, per month.

8. Microfilm Storage – Freezer storage: Extremely fragile or degrading film will be stored below 32 degrees to help slow the effects of the degradation. The cost will be $2.00 per roll, per month.

10. Disaster Recovery Vault Storage: The fee is assessed for the total volume of cubic feet stored in the disaster recovery vault that is not processed into and/or out of disaster recovery vault storage during each month, but remains in storage for the entire month.

11. Disaster Recovery Vault Circulation Services: The fee is assessed for the total volume of cubic feet processed into and/or out of the disaster recovery vault storage during each month, and includes such processing for records that are stored for less than one month.

12. Accession Services: The fee is assessed for accessioning items for storage including these activities: receive request to store; create new items in tracking software; assign locations; generate and print labels; affix labels; and add to shelves. The charge is per item (box, reel, etc.).

13. Disposal and Destruction Services: The fee is assessed for removing items from storage including these activities: verify request against retention schedule; staff pull from shelves; staff verify boxes pulled; palletize; shrink wrap; staff present at vendor pick up for secure destruction; and staff mark items as destroyed in tracking software. The charge is per item (box, reel, etc.).

14. Permanent Withdrawal Services: The fee is assessed for permanent withdrawal of items from storage including these activities: pull from shelf; send to customer; and mark items as permanently returned to customer in tracking software. Includes items transferred from agency to agency or to transfer ownership to the State Archives. The charge is per item (box, reel, etc.).

15.1 Circulation Services: The fee is assessed for circulating items to/from storage including these activities: process request from customer to borrow or return borrowed items - stored box, file folder from box, or microfilm/microfiche; generate paper request; pull from/return to shelf; send to customer; and mark item in/out in tracking software. The charge is per item (box, file, reel, etc.) each time the item is handled.

15.2 Microfiche Circulation: Microfiche circulation will be calculated either by batch pull (pulling one set = 1 pull fee) or by individual fiche within a set if the request is for anything other than a full batch (e.g. 5 single fiche pulled from on large set or several different sets = 5 pull fees).

16. Rush Circulation Services: The fee is assessed for circulating items from storage that are requested to be retrieved prior to the next standard delivery/pick up cycle. These activities include: process request from customer to borrow items - stored box, file folder from box, or microfilm/microfiche; generate paper request; pull from a shelf; stage at records center for pick up by customer or send to customer; and mark item out in tracking software. The charge is per item (box, file, reel, etc.) each time the item is handled. In addition to the Rush circulation charge, if the item(s) is to be delivered to the customer the Rush Delivery charge will be applied as well (Item 18).

17. Regular Deliveries/pickups (in city of Austin): Records requested will typically be delivered within one business days or customer can schedule one trip per week. Fee is assessed each way for each stop (individual, department, floor, building, etc.).

18. Rush Deliveries/Pickups (in city of Austin): Applies to RUSH requests that were retrieved and delivered prior to the next standard delivery/pick up cycle. In addition, a Rush Circulation Service fee is also applied for Rush requests (Item 16).

19. Special Deliveries/Pickups surcharge (in City of Austin): This fee is added to each item over 30 items that requires additional time of State Records Center staff at the pickup/delivery site because items are not staged properly in a dock or prior agreed upon staging area. Some examples of when the surcharge would be applied are: when SRC staff are required to remove boxes from shelves; boxes or files are scattered across a facility requiring staff to wait to have items brought to them or go to multiple locations to pick up; boxes are stacked out of order; when returning boxes staff are requested to place boxes on a shelving unit or to stack boxes in anyway other than how they are on the carts.

20. Delivery Mileage Charge (outside city of Austin): Applies to actual mileage for pickups or deliveries outside the City of Austin city limits. This is in addition to the Regular or Expedited delivery/pickup charges.

21. Scan on Demand: Applies to a per page or per frame of microforms fee for the State Records Center to scan a document and digitally transmit that document to the customer via email. NOTE: Circulation and research charges also apply to the scan on demand service. (Items 15 and 26).

22. Scan on Demand oversize documents: Applies to a per page fee for the State Records Center to scan a document and digitally transmit that document to the customer via email. Circulation and research charges also apply to the scan on demand service. (Items 15 and 26).

23. Data Entry: The State Records Center has implemented a new automated inventory system that allows customers access to the system from their office. As a service to our customers the SRC will continue to data enter accession information or accept email and phone requests for circulation of items and then enter those requests into the system for a charge of $0.50 per line. If customers choose to do their own data entry, the charge will be waived. Creation of labels will not incur a charge.

24. Relabel: When boxes or files at the state records center are mislabeled and the owning agency requests new labels for their boxes or files. Examples of mislabeling might include misspelling names, mismatched alpha numeric codes, or removing PII from labels. This fee will not be assessed for damaged barcodes that are reprinted using the same information that was on the damaged barcode or for boxes transferred from one agency to another agency.

25. Document Preparation (if required for scan on demand): Document preparation involves repairing and arranging documents in the proper order, removing fasteners, stamping/coding, etc. Charges calculated in 15 minute increments with a minimum charge of $10.00.

26. Research – box, file, microform assistance: hourly charge of $40.00 per hour to research box contents on customer's behalf; to search multiple boxes for particular files; to find individual images on reels of microfilm or sheets of microfiche to fulfill a scan on demand request. Charges calculated in 15 minute increments with a minimum charge of $10.00.

27. Special reports – research and generation: hourly charge of $40.00 per hour to research and create custom reports for customers. Standard reports can be generated by customers through the records tracking system for free. Charges calculated in 15 minute increments with a minimum charge of $10.00.

28. Monthly Minimum Storage Fee: A minimum monthly storage fee of $15.00 will be charged at the end of each month for any customer that has a total storage cost of less than that amount.

Other Services: Other services are available and will be discussed with customers and estimates quoted before beginning work. Other services could include hourly charges to re-box materials if received in poor condition (including per box charge for new boxes); and storage of oversized and/or odd shaped records that will not fit in a standard records center box. Please call for quote.

Definitions

The following words and terms, when used in these sections, have the following meanings, unless the context clearly indicates otherwise. Terms not defined in these sections have the meanings defined in the Government Code, § 441.031-441.039 and § 441.051-441.062 for state agencies and state universities. For local governments, terms not defined in these sections have the meaning defined in the Local Government Code Chapters 201-205.

Agency: A state executive, judicial, or legislative department, institution, board, or commission, including an eleemosynary institution.

Cubic Foot (CF): The industry standard is to assess a standard record storage box with the lid at 1.2 cubic feet.

Customer: Includes state agencies and units of local government.

Disaster recovery services: The temporary off-site storage and regular rotation of a security backup copy of records for the purpose of recovering information in the event of a disaster.

Local Government: A county, including all district and precinct offices of a county, municipality, public school district, appraisal district, or any other special-purpose district or authority.

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
IMAGING MICROFILM SERVICES
FEE SCHEDULE (FY 2020)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at 4400 Shoal Creek Boulevard in Austin, Texas.

MICROFILMING IMAGING AND DUPLICATING SERVICES	Unit	Fee
1. Frames Filmed (Rotary Camera/16 mm) (915-68-01)	Per Frame	$ 0.07
2. Frames Filmed (Digital Archive/16 mm) (915-68-01)	Per Frame	$ 0.07
3. Frames Filmed (Digital Archive/35mm) (915-68-02)	Per Frame	$0.17
4. Original Reels Processed (5 Mil) (915-68-03)	Each	$17.00
5. Original Reels Processed (2.5 Mil) (915-68-04)	Each	$22.00
6. Original Reels Processed (35 mm) (915-68-05)	Each	$17.00
7. Reels Duplicated Silver (2.5 Mil – 16 mm) (915-68-06)	Each	$32.00
8. Reels Duplicated Silver (35 mm Direct) (915-68-07)	Each	$37.00
9. Reels Duplicated Silver (35 mm Print) (915-68-08)	Each	$37.00
10. Reels Duplicated Silver (5 Mil) (915-68-09)	Each	$27.00
11. Reels Duplicated Diazo (2.5 Mil – 16 mm) (915-68-10)	Each	$24.00
12. Reels Duplicated Diazo (5 Mil – 35 mm) (915-68-11)	Each	$29.00
13. Reels Duplicated Diazo (5 Mil – 16 mm) (915-68-12)	Each	$24.00
14. Jackets Loaded (915-68-13)	Each	$2.50
15. Jackets Duplicated Diazo (915-68-14)	Each	$2.00
16. Magazine Loaded (915-68-15)	Each	$3.00
17. Document Preparation (958-82-13)	Per hour*	$40.00
18. Postage (915-58-01)	Each	actual cost
19. Regular Deliveries/Pickups (in City of Austin) (958-85-06)	Each	$11.00
20. Expedited Deliveries/Pickups (in City of Austin) (958-82-07)	Each	$2.00
21. Delivery mileage charge (outside City of Austin) (958-82-09)	Per Mile	$ 1.25
22. Minimum order for filming services (915-68-16)	Each	$150.00

Charged in 15 minute increments.

Microfilming, Imaging and Duplicating Services Descriptions

The Imaging Services Unit of the State Library and Archives Commission's Records Management Division (RMD), offers some microfilm imaging services to state agencies and local governments. All microfilm produced by the unit meets the requirements found in the *Microfilming Standards and Procedures* for state agencies and local governments.

1. Source Document Microfilming: Imaging Services films documents on rotary cameras using 16mm film. The charges include film processing; quality control editing according to client requirements; methylene blue testing; proper targeting and certification; density and resolution readings; and computer-generated container labels and transmittal information that provide the records series title, roll number, and beginning and ending contents of each roll.

2-3. Digital Archiving Services: Digital archiving converts digital images to archival microfilm for permanent storage and vital/essential record protection in the case of disaster (including technology obsolescence). Input file formats can vary, and the agency should contact Imaging Services prior to beginning project to discuss options. Files can be sent to the Texas State Library using CD-ROMs, a portable hard drive, or through a secure SFTP site. Output format is archival 16mm or 35 mm silver halide microfilm. The charges include film processing; quality control editing according to client requirements; methylene blue testing; proper targeting and certification; density and resolution readings; and computer-generated container labels as well as transmittal information that provide the records series title, roll number, and beginning and ending contents of each roll.

4-6. Original Reels Processed: For reels of film produced by agencies and sent to Imaging Services for processing. The charges include film processing; quality control editing according to client requirements; methylene blue testing; proper targeting and certification; density and resolution readings; and computer-generated container labels.

7-13. Reels Duplicated: A secondary silver film or diazo copy for agency use or distribution. The charges include quality control editing according to client requirements.

14. Jackets Loaded: Jacket services include cutting film, loading film into jacket sleeves or channels, adding to the jacket and manually labeling each jacket.

15. Jackets Duplicated: Microfiche diazo copy of jacket.

16. Magazine Loaded: Charges for services to load a roll of microfilm into a magazine/cartridge and add a leader or remove a roll from a magazine/cartridge. The magazine/cartridge of the customer's choice will be provided at cost to the customer as well. The $3 is for loading/unloading and adding a leader only.

17. Document Preparation: Document preparation involves repairing and arranging documents in the proper order, purging documents not requiring filming, removing fasteners, stamping/coding, inserting targets, etc. Charges calculated in 15 minute increments with a minimum charge of $10.00.

18. Postage and Handling: Actual charges will be added for postage and handling to return Source documents and reels to the customer. Customer can request special services such as Delivery Confirmation.

19. Regular Deliveries/Pickups (in city of Austin): Records requested will be delivered typically within one business day or customer can schedule one trip per week. Fee is assessed each way for each stop (individual, department, floor, building, etc.).

20. Expedited Deliveries/Pickups (in city of Austin): Applies to same-day RUSH requests.

21. Delivery Mileage Charge (outside city of Austin): Applies to actual mileage for pickups or deliveries outside the City of Austin city limits. This is in addition to the Regular or Expedited delivery/pickup charges.

22. Minimum Order of Filming Services: of $150.00 will be charged at the end of each month for any customer that has a total film service cost of less than that amount.

Other Services: Other services are available and will be discussed with customers and estimates quoted before beginning work. Other services could include hourly charges to research microform contents on customer's behalf; to search multiple reels for particular images; to re-box customer's materials if received in poor condition, or not in acid free containers (including per box charge for new boxes); and hourly rates charged for custom reports (standard reports will be available at no charge). Please call for quote.

Definitions

The following words and terms, when used in these sections, have the following meanings, unless the context clearly indicates otherwise. Terms not defined in these sections have the meanings defined in the Government Code, § 441.031-441.039 and § 441.051-441.062 for state agencies and state universities. For local governments, terms not defined in these sections have the meaning defined in the Local Government Code Chapters 201-205.

Agency: A state executive, judicial, or legislative department, institution, board, or commission, including an eleemosynary institution.

Customer: Includes state agencies and units of local government.

Local Government: A county, including all district and precinct offices of a county, municipality, public school district, appraisal district, or any other special-purpose district or authority.

Microfilm: Roll microfilm, microfiche, computer output microfilm (COM), and all other formats produced by and method of microphotography or other means of miniaturization on film.

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
IMAGING DIGITAL SERVICES
FEE SCHEDULE (FY 2020)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at 4400 Shoal Creek Boulevard in Austin, Texas.

Standard Capture (NIGP CODE)	**Imaging up to 8.5x14**			
1. B & W 200 DPI (920-30-01)		Per Image	$	0.030
2. B & W 300 DPI (920-30-02)		Per Image	$	0.032
3. B & W 400 DPI (920-30-03)		Per Image	$	0.035
4. B & W 600 DPI (920-30-04)		Per Image	$	0.040
5. Color 300 DPI (920-30-05)		Per Image	$	0.040
6. Color 400 DPI (920-30-06)		Per Image	$	0.045
7. Color 600 DPI (920-30-07)		Per Image	$	0.050
Large Format Image Capture	**Imaging up to 48 inches wide**			
8. 200 DPI (920-30-08)		Per Image	$	0.900
9. 300-600 DPI (920-30-09)		Per Image	$	1.000
Transparency Media Capture			Not Available	
Image Processing	**OCR/Searchable PDF**			
10. 200 DPI (920-30-10)		Per Image	$	0.030
11. 300 DPI (920-30-11)		Per Image	$	0.030
12. 400 DPI (920-30-12)		Per Image	$	0.030
13. 600 DPI (920-30-13)		Per Image	$	0.040
Microform Conversion				
14. Microfilm to Digital (920-30-14)		Per Image	$	0.045
15. Microfiche to Digital (920-30-15)		Per Image	$	0.055
Index Field - Type 1	**Automated Process**	Per Document		
16. 15 Characters (958-82-18)		Per Field	$	0.030
17. 16-30 Characters (958-82-19)		Per Field	$	0.030
18. 31-45 Characters (958-82-20)		Per Field	$	0.030
19. 45+ Characters (958-82-21)		Per Field	$	0.030
Index Field 2 - Type 2	**Manual capture within doc**			
20. 15 Characters (958-82-22)		Per Field	$	0.045
21. 16-30 Characters (958-82-23)		Per Field	$	0.055
22. 31-45 Characters (958-82-24)		Per Field	$	0.075
23. 45-100 Characters (958-82-25)		Per Field	$	0.110
24. 100+ Characters (958-82-26)		Per Field	$	0.160
Special Document Handling				
25. Storage in Climate-Controlled Center While Imaging (962-95-10)		Per Day	No Charge	
Capture From Special Formats				
26. Photographic Prints (920-30-16)		Per Image	Contact Imaging	
27. Photographic Negatives (920-30-17)		Per Image	Not Available	
25. Newspaper (920-30-18)		Per Image	Contact Imaging	
26. X-Rays (920-30-19)		Per Image	Not Available	
27. Manuscripts (920-30-20)		Per Image	Contact Imaging	
28. Drawings (920-30-21)		Per Image	Contact Imaging	
29. Bound Books (920-30-22)		Per Image	Contact Imaging	

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
IMAGING DIGITAL SERVICES
FEE SCHEDULE (FY 2020)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at 4400 Shoal Creek Boulevard in Austin, Texas.

Enhancing Images			
30. Simple Enhancements (920-30-23)		Per Image	$ 0.020
31. Major Enhancements (920-30-24)		Per Image	$ 0.040
Delivery Media By Storage Type			
32. USB/Portable Hard Drive (Kept by customer) (920-34-01)		Per Drive	At Cost
33. USB/Portable Hard Drive (Returned at end of project) (920-34-01)		Per Drive	No Charge
34. Media By Data Exchange (920-34-01)		Per Gigabyte	No Charge
35. Imaging Repository Hosting/Repository Maintenance (920-34-01)			Not Available
Personnel			
36. Document Preparation (958-82-13)		Per Hour	$ 40.000
37. Re-Preparation Services (958-52-18)		Per Hour	$ 40.000
38. Project Manager/Project Planning (958-82-19)			No Charge
Transportation			
39. Pickup/Delivery (958-82-06)	Inside Austin City Limits	Per Trip	$ 11.000
40. Pickup/Delivery (958-82-09)	Outside Austin City Limits	Per Mile	$ 1.250
41. Postage and Handling (915-58-01)		Per Shipment	At Cost
Destruction			
42. Paper (958-82-02)		Per Box	$ 2.750
43. Microforms (958-82-02)		Per Reel/Set of Fiche	$ 2.750
Other Services			
44. Special Projects (930-30-25)		Per Project	Contact Imaging
45. Minimum Order (930-30-26)		Per Project	$ 150.000
Location of Scanning - At SRC only			
Storage /Circulation of Source Material after Imaging			See Storage Fee

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
IMAGING DIGITAL SERVICES
FEE SCHEDULE (FY 2020)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at 4400 Shoal Creek Boulevard in Austin, Texas.

The Imaging Services Unit of the State Records Center offers digital imaging services to state agencies and local governments.
1-7. Standard Capture: These are rates related to rotary scanned images at various grades of DPI. If the documents can be fed through a rotary scanner, these rates apply.
8-9. Large Format Image Capture: This rate applies for documents that cannot be fed through a rotary scanner. Examples may include oversized (greater than 8.5x14) maps or building plans and fragile or damaged documents that may not pass through the rotary scanner without incurring damage.
10-13. Image Processing (OCR/Searchable PDF): This rate applies when the produced images must be made searchable, through Optical Character Recognition (OCR). This technology is not exact and should not be relied on for full searching of the text.
14. Microfilm Conversion: For the conversion of microfilm from either 16 or 35mm reel film to a digital format.
15. Microfiche Conversion: For the conversion of Microfiche (Sheet film) to a digital format.
16-19. Automated Index Fields: Indexes (titles) autogenerated by the system or scanner (No data entry required).
20. Manual Index Field, up to 15 Characters: No more than 15 characters data entered by TSLAC's Imaging staff per field.
21. Manual Index Field, 16-30 Characters: Between 16 and 30 characters per field, data entered by TSLAC's Imaging staff.
22. Manual Index Field, 31-45 Characters: Between 31 and 45 characters per field, data entered by TSLAC's Imaging staff.
23. Manual Index Field, 46-100 Characters: Between 46 and 100 characters per field, data entered by TSLAC's Imaging staff.
24. Manual Index Field, 100-255 Characters: Between 100 and the maximum allowable character count of 255 per field, data entered by TSLAC's Imaging staff.
25. Storage in Climate-Controlled Center While Imaging: For projects originally created as imaging production projects and not for storage in the State Records Center. While media is with TSLAC waiting to be imaged, there is no charge for the storage of the material. Delivery/Pickup charges still apply, see items 39-41.
26-29. Capture from special formats: For physical media that is not on standard paper stock or paper that is larger than 48 inches wide, please contact the TSLAC Imaging Unit to discuss your needs to determine if TSLAC can assist you. Items listed in the section are examples of the most common requests received to image and is not intended to represent the only types of media TSLAC will consider. Please contact Imaging Services for additional information.
30. Image Enhancement, Simple Enhancements: This rate includes alterations made to an image by an imaging operator to adjust: Bit Depth, Resolution, Tonal Dynamic Range, Contrast and Color Space. It is also applied for re-centering, skewing, adjusting borders and any image or document editing done after the image is created. Simple Enhancements are when three or less of the various techniques are required and can be done in a single pass of the document to create the final image.
31. Image Enhancement, Major Enhancement: This rate includes alterations made to an image by an imaging operator to adjust: Bit Depth, Resolution, Tonal Dynamic Range, Contrast and Color Space. It is also applied for re-centering, skewing, adjusting borders and any image or document editing done after the image is created. Major Enhancements are when three or more techniques are applied or multiple passes of three or less techniques are required to create the final image.

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
IMAGING DIGITAL SERVICES
FEE SCHEDULE (FY 2020)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at 4400 Shoal Creek Boulevard in Austin, Texas.

32. USB/Hard Drive: The imaging supervisor will bill the customer for the USB/Hard Drive purchased by TSLAC, assuming the drive(s) is not going to be returned to the State Records Center.
33. USB/Hard Drive: Media is exchanged via a removable drive(s), but the drive(s) is returned to the SRC.
34. Media By Data Exchange – The State Records Center has an application for secure, electronic transmission of large files to or from agency customers. The application does not require customers purchase software to access their material. Or if the customer prefers to use their own secure FTP site that can be arranged. Data exchange method should be established during setup of the project.
35. Imaging Repository Hosting/Repository Maintenance: All images will be returned to the agency prior to being deleted from TSLAC's servers.
36. Document Preparation: Document preparation involves repairing and arranging documents in the proper order, purging documents not requiring filming, removing fasteners, stamping/coding, inserting targets, etc. Charges calculated in 15-minute increments with a minimum charge of $10.00
37. Re-preparation Services: Returning documents to their original state – i.e. re-stapling, clipping and/or binding, re-foldering – of the documents to return them to their pre-imaged condition.
38. Project Manager/Project Planning – No additional charges are accessed for reviewing details of imaging project with the customer, working with the customer to develop and finalize their Statement of Work for the project. Creating price quotes, time estimates and other general project formalization from the contracting phase through the final delivery of images.
39. Regular Deliveries/Pickups (in city of Austin): Records requested will be delivered typically within one business day or customer can schedule one trip per week. Fee is assessed each way for each stop (individual, department, floor, building, etc.).
40. Delivery Mileage Charge (outside city of Austin): Applies to actual mileage for pickups or deliveries outside the City of Austin city limits. This is in addition to the Regular or Expedited delivery/pickup charges.
41. Postage and Handling: Actual charges will be added for postage and handling to return Source documents and reels to the customer. Customer can request special services such as Delivery Confirmation.
42. Paper Disposition – Mark for disposition, verify vs. manifest, add to pallets, wrap and weigh pallets and send to state shred vendor.
43. Microform Disposition - Mark for disposition, verify vs. manifest, add to secure shred bins, wrap and weight bins and send to state shred vendor.
44. Special Projects: Other services are available and will be discussed with customers and estimates quoted before beginning work. Other services might include damaged/delicate record digitization, large scale indexing initiatives, and/or scanning stored records on demand.
45. Minimum Order of Digital Imaging Services: of $150.00 will be charged at the end of each month for any customer that has a total film service cost of less than that amount.

Contract Amendment #1
Storage Services for Fiscal Year 2020
Texas State Library and Archives Commission
State and Local Records Management Division

THE STATE OF TEXAS – COUNTY OF TRAVIS

TSLAC Contract Number: 6-20-1246
HHSC Contract or Purchase Order Number: Not Provided

The contract and agreement entered into by and between the Texas State Library and Archives Commission and Williamson County Clerk, is hereby amended for the period ending August 31, 2020. It is mutually understood and agreed by and between the undersigned contracting parties of the above numbered Interagency Contract to amend said contract as follows:

This amendment will change the total amount of the contract from $92,200.00 to $119,500.00, an increase of $27,300.00 for potential Imaging costs incurred before August 31, 2020.

This amendment will not extend the expiration date of the contract.

In all other respects, the Contract is reaffirmed.

The undersigned parties bind themselves to the faithful performance of this contract. It is mutually understood that this contract shall not become effective until signed by both parties below.

RECEIVING AGENCY
Williamson County Clerk

By: Judge Bill Gravell, Jr. Date: Mar 31, 2020
Judge Bill Gravell Jr (Mar 31, 2020)
Bill Gravell, County Judge

PERFORMING AGENCY
Texas State Library and Archives Commission

By: Donna Osborne Date: 4/2/2020
Donna Osborne, Chief Operations and Fiscal Officer

GENERAL INSTRUCTIONS
The Receiving Agency must sign the amendment and return via email to ar@tsl.texas.gov or via mail to:

Texas State Library and Archives Commission
Attention: Accounting
Box 12516
Austin, TX 78711-2516

Commissioners Court - Regular Session **30.**

Meeting Date: 07/21/2020

Sharp Copiers for Tax Office

Submitted For: Randy Barker **Submitted By:** Laura Zavala, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the lease with Sharp Electronics Corp for 4 copiers for the Williamson County Tax Office, in the amount of $564.94 per month, pursuant to DIR Contract #DIR-CPO-4433.

Background

Approval of these leases will support the operations of the Williamson County Tax Assessor/Collectors office. New lease terms are for 48 months effective 10/01/2020. This includes 4 machines and service, for a monthly rate 1 priced at $71.72, 3 priced at $123.74 and services at $122.00 for a monthly total of $564.94. This includes 16,500 copies/print per month, delivery, installation, training, professional services, parts, labors, toners and staples. Overages will be billed at $0.0073 each. The expenditure will be charged to 01-0100-0499-00462411. Department contact will be Judy Kocian.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sharp Copiers

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/15/2020 03:49 PM
County Judge Exec Asst.	Andrea Schiele	07/15/2020 03:51 PM
Form Started By: Laura Zavala		Started On: 07/02/2020 08:33 AM
Final Approval Date: 07/15/2020		

SHARP ELECTRONICS CORPORATION
STATE OF TEXAS DIR-CPO-4433 QUOTE

Vendor Name:	SHARP Electronics Corp.; C/O SHARP Business Systems
Address:	100 Paragon Drive Box Q
City, State Zip	Montvale, NJ 07645

Date:	06/30/20
Quote No: WCTAC	

Customer Name/Invoice Address:	Delivery Address:
Williamson County Tax Assessor/Collector	Williamson County Tax Assessor/Collector
914 South Main Street	914 South Main Street
Georgetown, TX 78626	Georgetown, TX 78626

Contact Name	Judy Kocian	Phone:	
		E-Mail:	jkocian@wilco.org
SHARP Business Systems, M.D. Leonard		Quoting Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**
Dealer Authorized Signature		Installing Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**

Item	Description	QTY	Price/ Mo.	Total/ Mo.
1	**Sharp MX-2651, MX-DE26N, MX-TU16, MX-TR20, MX-FX15**	1	$71.72	$71.72
2	**Sharp Mx-M5071, MX-DE27N, MX-FN27N, MX-15**	1	$123.74	$123.74
3	**Sharp Mx-M5071, MX-DE27N, MX-FN27N, MX-15**	1	$123.74	$123.74
4	**Sharp Mx-M5071, MX-DE27N, MX-FN27N, MX-15**	1	$123.74	$123.74
5	Full Service: 16,500 Copies/Prints per month 16,001+ @ $0.0073 ea.			$122.00
	Includes: Delivery, Installation, Training, Parts, Labor, Toner, and Staples.			
	State of Texas DIR 48 Month Lease		**Monthly Total**	**$564.94**

P.O. NUMBER:

DATE:

VENDOR:
SHARP ELECTRONICS CORPORATION
C/O TEXAS DOCUMENT SOLUTIONS
SHARP PLAZA, BOX Q
MAHWAH, NJ 07495

REQUESTED BY: KOCIAN, JUDY A
512.943.1954

SHIP TO:
WILLIAMSON COUNTY TAX ASSR/COLL
904 S. MAIN STREET
GEORGETOWN, TX 78626

BILL TO:
WILLIAMSON COUNTY TAX ASSR/COLL
904 S. MAIN STREET
GEORGETOWN, TX 78626

Description	Price	Per	Amount
SHARP MX-M2651, MX-DE26N, MX-TU16, MX-TR20, MX-FX15	71.72	12	860.64
SHARP MX-M5071, MX-DE27N MX-FN27N, MX-FX-15	123.74	12	1,484.88
SHARP MX-M5071, MX-DE27N MX-FN27N, MX-FX-15	123.74	12	1,484.88
SHARP MX-M5071, MX-DE27N MX-FN27N, MX-FX-15	123.74	12	1,484.88
SERVICE FOR 16,500 COPIES/MO. 16,501+ COPIES @ $0.0073 ea.	122.00	12	1,464.00

NOTES TO SUPPLIER:

FROM 10/01/20 THRU 09/30/21
48 MONTH DIR-CPO-4433 LEASE

Total $6,779.28

AUTHORIZED BY:

WILLIAMSON COUNTY Tax Asessor/Collector

FY 19-20		
Present (Monthly)		
Sharp MX-M266N	$	76.74
Sharp MX-M465N	$	142.67
Sharp MX-M465N	$	142.67
Sharp MX-M465N	$	142.67
Service	$	125.00
	$	629.75

FY 20-21			
Proposed (Monthly)			
(see below)			
Sharp MX-M2651N	$	71.72	eff. 10/01/20
Sharp MX-M5071	$	123.74	eff. 10/01/20
Sharp MX-M5071	$	123.74	eff. 10/01/20
Sharp MX-M5071	$	123.74	eff. 10/01/20
Service	$	122.00	eff. 10/01/20
	$	564.94	

FY 19-20	
$7,557.00	($629.75 X 12)

FY 20-21	
$6,779.28	($ 71.72 X 12)
	($123.74 X 12)
	($123.74 X 12)
	($123.74 X 12)
	($122.00 X 12)

Commissioners Court - Regular Session **31.**

Meeting Date: 07/21/2020

Sheriff's Office K9

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 agreement between Georgia K9 NTC and Williamson County for the purchase of a trailing K9 and handler training in the amount of $14,000, and authorizing execution of the agreement. (Forfeiture funds).

Background

Approval of this purchase will support the operations of the Williamson County Sheriff's Office. The Sheriff's Office obtained 3 quotes for this purchase to be in compliance with County Purchasing policy. The proposal attached outlines the details of the K9 purchase and required handler training to include 80 hours of Intermediate Trailing, K9 health & welfare, detection, and obedience handler's course conducted at South Carolina facility. Legal and Contract Audit have both reviewed the proposal. Initial payment of $7,000 for handler training was released by Auditor's Office on 7/14/20 to accommodate start of handler training course on 7/20/20. Final payment is due upon completion of training course, at which time Williamson County Sheriff's Office will take possession of K9. This expenditure will be charged to 01.0410.0411.003104 (Forfeiture funds). Department contact is Chief Tim Ryle.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Georgia K9 Agreement

2 Additional Quotes

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/16/2020 08:58 AM
County Judge Exec Asst.	Andrea Schiele	07/16/2020 09:06 AM
Form Started By: Erica Smith		Started On: 07/08/2020 11:17 AM
Final Approval Date: 07/16/2020		

Georgia K9 NTC Edisto Island, South Carolina	8261 Manse Rd Edisto Island, SC 39438	tel 209-304-5048 Toll Free: 877-360-6959 Jeff@GAK9.com

Trailing Service Dog; (TSD)

Prepared for: Mike Gomez Williamson County SO

Prepared by: Jeff Schettler

Date: May 27thth, 2020

Proposal Bid
20200527

Georgia K9 NTC Edsito Island, South Carolina	8261 Manse Rd Edisto Island, SC 29438	tel 209-304-5048 Toll Free: 877-360-6959 Jeff@GAK9.com

Acquisition and Training

Objective

The objective of this proposal is to provide a TSD, (Trailing Service Dog), (Hanover Hound) for the purposes of scent discriminating trailing/ tracking.

Goals

The goal is to ensure that the K9 is mission ready by September or October 2020 for all portions of this proposal. The handler and K9 will be proficient in obedience, trailing-scent discrimination, and TTT level one certification. The TSD K9 will be ready for trails under two hours and on moderate varied surfaces with minor contamination by this time frame.

Solution

The Hanover Hound in training at GAK9 for intermediate trailing and initial obedience training. The K9, Mogwai, has been at our facility and in training for 5 months.

Training of K9

The K9 will be socialized and environmentally desensitized to urban and rural environments prior to deployment.

The K9 will be trained on the GAK9 obstacle course for a variety of climbing, jumping, and obstacle negotiation.

K9 will be trained for Obedience, Tracking/ Trailing

Trailing is the K9 art of following a unique human scent amongst many to an end point. Scent discrimination is part of trailing but it must be understood that scent discrimination is not ever 100%. Errors in han-

dling of scent evidence and contamination of scent article can create scent discrimination problems and well as failure. Furthermore, dogs can make errors due to genetic predisposition to certain stimuli.

K9 training may be chronologically recorded through photography and video posted to social media and or YouTube.

Training of the handler may be similarly recorded.

Training Of K9 Handler

80 hour Intermediate Trailing, K9 health & Welfare, detection, and obedience handler's course conducted at our South Carolina facility or at the host agency for an extra fee.

Classroom:

Trailing vs. Tracking, Scent Theory, Courtroom Testimony, basic K9 handling techniques, Officer Safety while tracking and tactical tracking.

Field Training

Human scent detection, collection and preservation, Environmental and human impact on scent, Standard trailing equipment for the dog and handler, Basic dog reading 101- trailing dogs body language, Basic trail laying- what you want from an assistant, Scenting your dog and starting the trail, Long lead handling, Various soft surface trailing and the "alphabet", High and hidden finds, Motivation for detector K-9's, The effect of age on a trail, Reading and correcting animal and human distraction; basic training, Scent discrimination basic training, one to two distraction people at PLS

Obedience will be intermediate on lead.

Testing

The handler must successfully pass the following written tests with an 80% score:

K9 Health & Welfare. K9 Nutrition, Basic and Intermediate K9 Trailing, Tactical Tracking, Scent Evidence Processing, K9 Trailing Imprinting. These tests will be online at the TTTK9

Georgia K9 NTC Edsito Island, South Carolina	8261 Manse Rd Edisto Island, SC 29438	tel 209-304-5048 Toll Free: 877-360-6959 Jeff@GAK9.com

https://tttk9.com/tttk9-training-university/

Fee Structure

Pre-Trained K9 Hanover Hound Trailing and Obedience

$14,000.00 includes 10-day handlers' course for trailing and obedience. 14 nights of lodging included.

Price of K9: $7000.00

Price of Training: $7000.00

Total price: $14,000

Training for Handler:

All training will be conducted at the GAK9 training facility in Edisto Island, SC. All room and board is provided for the handler and K9 including kennel tech services for the K9. Handlers quarters are provided with bath and kitchen, The GAK9 Veterinarian on call is West Ashley Animal Hospital in Charleston, SC. They have been contracted for all TSD emergency K9 aid. The cost of any veterinarian care is not included. Training may occur with one to three handlers from other agencies.

Guarantees:

GAK9 Guarantees the health and demeanor of the dog for one year after purchase date.

Health:

The K9 will be pre-screened for hip and other orthopedic problems. An OFA exam may be conducted by the buyer at the age of 18 months to two years of age. The guarantee will stay in effect for one year after the initial purchase and the OFA examination. GAK9 will provide a similar K9 to the agency should the first K9 succumb to an orthopedic condition that results in retirement. The guarantee does not cover disease or sickness. The guarantee does not cover injury after sale. The guarantee does not cover any health problems potentially related to poor diet. GAK9 recognizes that many current health problems in Police K9's are directly related to poor and inadequate diets, supplements, or medications/ treatments.

Georgia K9 NTC Edisto Island, South Carolina	8261 Manse Rd Edisto Island, SC 29438	tel 209-304-5048 Toll Free: 877-360-6959 Jeff@GAK9.com

GAK9 recommends a true working dog diet of exceptional grain free, ethoxoquin free, dry kibble that is not chicken or beef based. Furthermore, we recommend supplements in the form of fish oil and human grade fruits and vegetables.

Demeanor:

GAK9 will guarantee that the K9 will be relatively fear free in most urban conditions and will replace the K9 if any phobic response leads to inability to deploy on trailing cases. This guarantee does not cover phobic response induced by handler or kennel error or handling. The K9 will have a photographic and video history of desensitization and socialization training prior to sale.

Guarantee Terms:

In order for a guarantee to take place for health or demeanor, the buyer must return the K9 with handler to the Edisto Island Facility for a complete evaluation. This evaluation may take up to two days and is by appointment only. Lodging will be provided for the handler. If it is determined that the problem with the K9 is handling related, GAK9 will provide a detailed remedial trailing plan. GAK9 will provide up to 3 days of training at no charge to the buyer. All remedial training after 3 days will be charged at a rate of $350 per day.

The buyer understands that if it is determined that the K9 returned for evaluation is not working as initially sold, a replacement K9 will be provided at no additional charge to the buyer. All K9 guarantees are for replacement only and there are no refunds.

The buyer agrees that should any dispute arise between the buyer and seller that the matter will be handled though binding arbitration in the seller's county.

Recommended Equipment for Handler's Course; NOT included in formal bid:

Trailing harness-$115
Trailing lead-$100
Patrol lead-$20
Patrol Collar with Sheriff patch- $44
ID harness for air travel with 3 Sheriff patches- $87
Grain free diet $89
Joint and vitamin supplement 8 mos supply $136

Georgia K9 NTC Edsito Island, South Carolina	8261 Manse Rd Edisto Island, SC 29438	tel 209-304-5048 Toll Free: 877-360-6959 Jeff@GAK9.com

Health certificate-$100
Microchip- $100
K9 Trailing Manual-$35
Tao of Trailing Advanced Manual- $35
Tactical Tracker Teams Manual -$25

Total: $886.00

We will be available for unlimited phone consultation during the time between sessions for any training questions or difficulty. Homework assignments will be provided between sessions. Jeff Schettler is considered an expert witness in the areas of K9 Trailing and Tracking and may be called upon to provide testimony as to the training of the K9 and handler and deployment.

By signing this document below I agree to all terms of this contract. I also understand that the K9 in this contract is a currently in training. The estimated time of training completion is TBD. This date is only an estimate as it is impossible to determine exactly the training time that might be necessary for any dog. Georgia K9 NTC will provide a minimum of 30 days notice should the training time need to be extended.

I understand that I must provide a 50% deposit to hold the dog in training the county will be invoiced for the final payment of 50%. Payment will be made within 30 days receipt by the Williamson County Auditor's Office. I further understand that this deposit is non-refundable should I or the agency I represent decide to cancel this contract for any reason. Georgia K9 NTC will only refund the deposit due to health or demeanor reasons that make the K9 unfit for police K9 duties.

Printed Name: _____

Signature of buyer: _____ Date _____

Georgia K9 NTC Edisto Island, South Carolina	8261 Manse Rd Edisto Island, SC 29438	tel 209-304-5048 Toll Free: 877-360-6959 Jeff@GAK9.com

Printed Name of GAK9 Official: Jeff Schettler

Signature: Date **7-1-20**

***Please initial each page of this document.**

Hill Country Dog Center

PO Box 64070
Pipe Creek, Texas 78063
830-510-4700 fax 830-535-4702

Quote No. **8027**

Quote

Customer

.	Williamson County Sheriff's Office
Address	508 S. Rock St
City	Georgetown State Tx ZIP 78626
Phone	512-943-1300

Date	4/23/2020
Order No.	
Rep	
FOB	

Qty	Description	Unit Price	TOTAL
1	Dual Purpose Detection and Patrol Dog with 4-week	$13,000.00	$13,000.00
	Handler Course		
	June 1, 2020-June 26, 2020		
1	On-site lodging @$400/wk	$1,600.00	$1,600.00
		SubTotal :	$14,600.00
		TOTAL	**$14,600.00**

Payment Details

- ○ Cash
- ◉ Check
- ○ Credit Card

Name _____
CC # _____
Expires _____

Office Use Only:

Thanks for your attention and we look forward to doing business with you!

THANK YOU

Pacesetter K9 LLC
555 County Road 200 Liberty Hill, TX 78642
512-663-0198 www.PacesetterK9.com info@PacesetterK9.com
Licensed with Texas Department Public Safety Private Security #C19809
And
Drug Enforcement Administration #RP0480258

Pacesetter K9 LLC

Company Information and Pricing

Introduction

Pacesetter K9 is a Veteran owned and operated corporation that specializes in training top quality K9's for Law Enforcement or personal protection.

At Pacesetter K9 LLC our vision is be the premier working dog corporation by providing the highest quality working dog and be at the forefront of customer service. Through years of working in the canine community we have learned it's all about the quality of dogs and the training of the handlers. Our business strengths are our knowledge of the working dog industry from military and law enforcement operations, dedication, and business management. Our active duty military experience has provided us with well-rounded canine military knowledge working from Operation Iraqi Freedom and conducting explosive security sweeps for the Vice President and the Secretary of State. Since leaving active duty military service, we have trained explosives dogs for the Texas state capital and narcotics dogs that have seized millions of dollars and thousands of pounds of illegal drugs to help keep our streets and officers safe. The quality of time we will put into the training of each individual dog and the dog/handler team will stand out from our competitors.

Training Center

Pacesetter K9 is situated on 15 acres in the Texas Hill Country, conveniently located off Hwy 29 and County Road 200 in Liberty Hill, Texas. We are only 30 minutes north of downtown Austin.

We have a 5,000 square foot training building with a separate classroom and rooms for building search and patrol work. We also utilize a 900 acre ranch that has farmland, thick wooded brush, a creek, and old houses, enabling us to create many real world scenarios.

Kennels

Our outdoor kennels are equipped with a misting system and dog houses. Each kennel measures 5x10 with concrete floors, 4 foot concrete walls, and 4 foot chain-link fence to ensure cleanliness and maximize air flow.

Dorm Facility

We have a new dorm facility for visiting officers complete with private dorm rooms, shared bathrooms, a living and dining area, kitchen, and full washer and dryer.

And a place to relax after hours…

Narcotics Detection Canines

Pacesetter K9 LLC is licensed by the Drug Enforcement Administration (DEA) to maintain controlled substances for use in conducting realistic on-site drug dog and handler training. Pacesetter K9 does not utilize pseudo training aids. This allows us to conduct real life training scenarios and provide top quality canines and the best training available.

Our Narcotics Detector Dogs are hand selected to provide the most reliable and energetic working dogs on the market. Pacesetter K9 places each canine through a rigorous testing phase before purchase. Once at our facility, canines then receive consistent, professional training and quality care to make them superior Drug Dogs.

Narcotic and illicit drugs used during the training process include:

- Heroin
- Cocaine
- Marijuana
- Methamphetamine
- MDMA (Ecstacy)

We can adjust the scent list to suit your needs.

At Pacesetter K9 we train our canines to alert in either a passive response, aggressive response, or deferred response (focus trained).

Dual Narcotics Detection/ Patrol Canines

At Pacesetter K9, our Dual Purpose Narcotics Detection / Patrol Dogs are placed through a rigorous testing phase before purchase and go through the same rigorous narcotic training as our Narcotics Detection dogs however, the Dual Purpose Dogs also have advanced patrol training.

Pacesetter K9 Dual Purpose Dogs are trained with both on and off leash obedience. Each of our Dual Purpose Narcotics Detection / Patrol Dogs are trained in protection of the handler from physical threat, attack on command, release on command, and stop pursuit of a suspect on command.

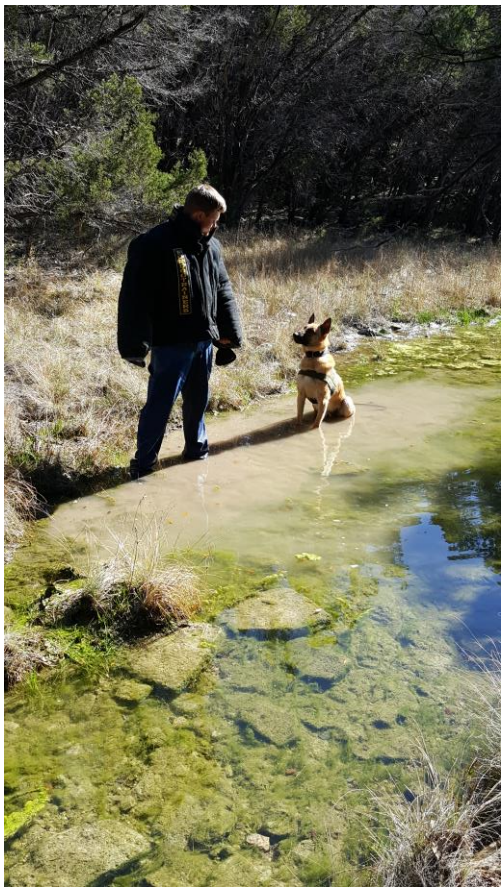
The Dual Purpose Dogs are also trained to:
Re-attack if the suspect decides to continue to resist
Assist in providing security for roadside searches of multiple detained suspects
Conduct building searches for human odor
Conduct a vehicle bailout should the officer be in danger.
Our Dual Purpose Narcotics Detection / Patrol Dogs are also trained in tracking a suspect through various terrains and conditions.

Handler Training

Pacesetter K9 offers Handler Training and Certification as well as Annual Recertification for Narcotics Detector K9 Teams and Dual Narcotics / Patrol K9 Teams. During our Handler Training Courses, students get both onsite training and off-site training to provide them with real world experience before they return to their departments. We conduct numerous realistic training scenarios such as traffic stops, tracking in various terrain, vehicle and locker searches, and other necessary scenarios. The classroom portion of our Handler Training Course also includes a Legal Update Class which provides students/officers with new K9 Case Law.

Narcotic Detector Dog Course

Our Narcotic Detector Dogs Handler Course is a 2 week (80 hour) course.
During that time we cover:
Grooming and Health
Basic First Aid and Safety
Legislative Updates
Obedience and Training Scenarios
Narcotics Detection Searches
Our Narcotics Detection Search Training includes vehicle, luggage, packages, and building searches.



Narcotic / Patrol Dual Purpose Dog Course

After completion of the 2 week Narcotic Detection Course, our Dual Purpose Dog handler course offers an extra 2 weeks (total 160 hours).
During that time we cover:
Tracking
Handler Protection
Controlled Aggression
Building Searches for Suspects
Vehicle Bailout (should officer be in danger)
Simulated Gunfire Scenarios
Decoy Techniques

At the end of each course, the students will conduct a certification to assure proficiency in the practical applications covered in the course.

Pricing and Warranties

Canines	**Price**
Dual Purpose Narcotics	$12,500
Narcotic Detection	$8,000
Narcotic Detection/ Tracking	$9,000

*Handler Course and housing in our on-site dorm facility is included

Police Trainer Course	
One handler with one canine	$16,500
One handler only	$10,000

*Housing in our on-site dorm facility is included

Handler Training Only	
Dual Purpose Narcotics	$4,000
Narcotics Detection	$2,000
Narcotics Detection/ Tracking	$3,000
Annual Recertification	$375

*Housing in our on-site dorm facility is included

Warranties:

Pacesetter K9 will provide a copy of all health records on the canine, specifically, X-Rays (hips and elbows), blood scan, fecal, heartworm check, all current vaccinations and a Veterinary health certificate.

Pacesetter K9 will provide handler/canine proficiency training at our facility. The training will include on and off leash obedience, attack, bite, hold, out, re-attack, stay/watch, stand-off, building search, felony search, attack under gunfire, article search and tracking; detection of marijuana, heroin, cocaine, methamphetamine, and MDMA; records maintenance and courtroom testimony as well as first aid and canine maintenance.

Pacesetter K9 will re-train or replace the canine if the canine fails to preform to its specified standards with the original certified handler for a period of one year from the date of sale.

Pacesetter K9 will replace the canine if the canine manifests a genetic health defect within one year from the date of sale.

2020 Course Schedule

Annual Recertification Course:
February 10 – 12
March 25 – 27
May 11 – 13
June 29 – July 1
July 15 - 17
September 7 – 9
October 14 – 16
December 7 - 9

Basic Narcotics Detection Handler Course
January 6 - 17
February 17 – 28
April 6 – 17
June 1 – 12
July 27 – August 7
September 14 – 25
October 26 – November 6

Basic Dual Narcotics Detection/ Patrol Handler Course
January 6 - 31
February 17 – March 13
April 6 – May 1
June 1 – 26
July 27 – August 21
September 14 – October 9
October 26 – November 20

Decoy Fundamentals
March 30 - 31
December 14 – 15

Patrol K9 Tactics
April 1 – 3
December 16 – 18

Commissioners Court - Regular Session **32.**

Meeting Date: 07/21/2020

Donation of FPR-15 filtered face masks for Sheriff's Office

Submitted For: Robert Chody **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to accept a donation of (70) FPR-15 filtered face masks for the Sheriff's Office from Mr. & Mrs. Steve Schell pursuant to Tex. Loc. Gov't Code 81.032.

Background

Mr. & Mrs. Steve Schell of Pflugerville have been making the FPR-15 filtered face masks for local law enforcement. They have graciously donated 70 of these masks for the Sheriff's Office and these are specifically blue in color appropriate for law enforcement.

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	07/09/2020 12:20 PM
Form Started By: Starla Hall		Started On: 07/08/2020 04:15 PM
Final Approval Date: 07/09/2020		

Commissioners Court - Regular Session **33.**

Meeting Date: 07/21/2020

Sheriff's Office Vehicle Purchase Approval

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 two (2) 2020 Chevrolet Tahoes from Holiday Chevrolet in the amount of $101,737.30 pursuant to Tarrant County Cooperative Contract #2019-014 for the vehicles and #2019-181 for the upfitting.

Background

Approval of this purchase will support the operations of the Williamson County Sheriff's Office. These vehicles are replacements for two totaled vehicles, units SB1955 and SB1956. This purchase has Fleet approval. Estimate attached outlines the vehicles and upfitting. Estimate does not require signature. This expenditure will be charged to 01.0100.0560.005700. Department contact is Chief Tim Ryle.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Estimate

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/16/2020 09:02 AM
County Judge Exec Asst.	Andrea Schiele	07/16/2020 09:10 AM
Form Started By: Erica Smith		Started On: 07/14/2020 08:59 AM
Final Approval Date: 07/16/2020		

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	6/22/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641

Bill To
Williamson Co TX SO Micah Koite 710 S Main Street Ste 301 Georgetown, Tx 78626 512-943-3368

Customer Contact	Micah Koite
Customer Phone	512-943-3373
Customer E-mail	micah.koite@wilco....
Estimate #	27922

2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
2020 Chevrolet Tahoe RWD 9C1 Police Pursuit Vehicle with EcoTec3 5.3-liter, Dual Batteries, Heavy Duty Locking Differential, OnStar with Bluetooth Connectivity, Vinyl Rear Seat & Front Recovery Tow Hooks. (No Spotlight) (Purchased Through Holiday Chevrolet). Vehicle sold for $30,644.00	Vehicle Description	1	30,644.00	30,644.00
Lightbar Patrol Units GBA - Color of Vehicle - Black 5T5 - Rear Seat V76 - Recovery Hooks				
Vin #'s				
Vehicle is Purchased Through Holiday Chevrolet (Johnson – Grayson Automotive) using The Tarrant County Cooperative Contract # 2019-014 - Make Payment to Holiday Chevrolet				
Customer PO #				
Price per Unit is $51,868.65				

Vehicle and Emergency Equipment Total

Quantity Ordered	2

Total Vehicle Order Cost **$101,737.30**

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

SIGNATURE

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	george@defendersupply.com
	(903) 564-5641

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Customer Contact	Micah Koite
Customer Phone	512-943-3373
Customer E-mail	micah.koite@wilco....
Estimate #	27922

2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Vehicle titles should be in the name & address of: Williamson County Attn: Hillary McCoy 710 S. Main St., Suite 301 Georgetown, Texas 78626 For Payment Email Invoice only to: SO-AP@wilco.org Williamson County Attn: Peggy Braun 508 S. Rock St. Georgetown, TX 78626 512-943-1100 Per Micah on 06/18/19 Ship paperwork to: Kevin Teller - Fleet Director c/o Williamson Co TX SO 3151 SE Inner Loop-Suite B Georgetown, TX 78626 512-943-3368				
Williamson Co TX SO - WO # - Work Order				
Tech Note: The Lighting Program was supplied to Defender Supply by Marc Courville @ Federal Signal & Approved by Williamson County - This program is the only Program that can be used & must be used by all techs on all units. Light Sequence is Red/Red/Blue/Blue - Unsynced				
No Paint or Graphics on these Units.				
Extra Ignition Key, Tahoe		2	47.28	94.56
Service - Please include (2) Two Additional Key Fobs				
Emergency Equipment is Purchased Through Defender Supply using The Tarrant County Cooperative Contract # 2019-181				
Unity driver side halogen spotlight, shaft, handle and mount for a 2015+ Chevrolet Tahoe (LED replacement bulb sold separately)		1	241.42	241.42

Vehicle and Emergency Equipment Total

Quantity Ordered	2

Total Vehicle Order Cost **$101,737.30**

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Argyle, TX 76226

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	george@defendersupply.com
	(903) 564-5641

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Customer Contact	Micah Koite
Customer Phone	512-943-3373
Customer E-mail	micah.koite@wilco....
Estimate #	27922

2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Unity passenger side halogen spotlight, shaft, handle and mount for a 2015+ Tahoe (LED replacement bulb sold separately)				470.00
Whelen PAR-46 Super LED Spot Light Bulb		2	162.36	324.72
Federal Signal Valor 51" lightbar only - 51" Valor, All 2-color except positions 15, 16, 25 & 26 (no interface module).		1	1,980.00	1,980.00
Federal Signal Pathfinder siren controller w/ remote head		1	770.00	770.00
Federal Signal Pathfinder Siren Controller		1	0.00	0.00
FS-OBDcable25-1		1	88.00	88.00
Federal Signal DynaMax 100W Speaker		1	0.00	0.00
Federal Signal ES100 Speaker Bracket, Universal Bail		1	0.00	0.00
Federal Signal Pair of Rumbler Woofers		1	0.00	0.00
Federal Signal Valor Light Bar Hook Kit for a 2015+ Chevrolet Tahoe 9C1		1	34.98	34.98
Federal Signal Low Frequency Rumbler Siren System		1	432.00	432.00
Federal Signal Rumbler Mounting Brackets for a 2015+ Chevrolet Tahoe 9C1		1	26.95	26.95
Federal Signal Micropulse Ultra 24 LED lighthead Dual Color Surface Mount Light in Red/Blue - Mounted on Each Side of the Rear License Plate - Vertical - Up & Down		2	106.185	212.37
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead Dual Color Red/White - Mounted on Running Boards (Four per Side - Front to Back is RW/BW/RW/BW) .& White Lights to Function as Alley Lights too.		4	90.0125	360.05
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead Dual Color Blue/White - Mounted on Running Boards (Four per Side - Front to Back is RW/BW/RW/BW) & White Lights to Function as Alley Lights too.		4	90.0125	360.05
Federal Signal Micropulse 620 - 12LED Lighthead Dual Color Red/Blue - Mounted on Bottom of Liftgate		2	89.475	178.95
Federal Signal XStream Interior Mount Warning Light, Dual Head model with wire lead, Tri-Color-Blue/Red/White - Mounted in Rear Side Glass		2	275.00	550.00
Federal Signal Headlight/Taillight Flasher for 2015+ Chevrolet Tahoe 9C1		1	89.95	89.95

Vehicle and Emergency Equipment Total

Quantity Ordered 2

Total Vehicle Order Cost $101,737.30

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845 West FM 407
Argyle, TX 76226

Date	6/22/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641

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Williamson Co TX SO Micah Koite 710 S Main Street Ste 301 Georgetown, Tx 78626 512-943-3368

Customer Contact	Micah Koite
Customer Phone	512-943-3373
Customer E-mail	micah.koite@wilco....
Estimate #	27922

2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Federal Signal - PBX Series Push Bumper for a 2015+ Chevrolet Tahoe 9C1		1	370.55	370.55
Federal Signal - PBX Series Pit Bar for Push Bumper for a 2015+ Chevrolet Tahoe 9C1		1	439.95	439.95
Federal Signal - PBX Series Push Bumper Wing Wrap for a 2015+ Chevrolet Tahoe 9C1		1	189.95	189.95
Federal Signal - PBX Series Push Bumper Four-Light top-channel for Chevy Tahoe and Ford F-150 bumpers, use with MPS600U or MPS620U lights		1	23.23	23.23
Federal Signal Micropulse 620 - 12LED Lighthead Dual Color Red/White - Mounted on Top Rail of Push Bumper		2	90.015	180.03
Federal Signal Micropulse 620 - 12LED Lighthead Dual Color Blue/White - Mounted on Top Rail of Push Bumper		2	90.015	180.03
Federal Signal - Dual Color and with 6 LEDs Corner Lights with In-Line Flasher in Red/Blue - Mounted on Front Corners of Front Bumper - See Pictures		2	58.75	117.50
Jotto Space Creator Partition for a 2015+ Chevrolet Tahoe 9C1		1	550.94	550.94
Jotto Tahoe 15+ HSEP - 2P (VP9 BDRH Only)		1	79.40	79.40
Setina Dual T-RAIL Style Mount 2, Universal XL - Weapon Rack with Handcuff Key Compatible Override with Maximum Adjustability and Versatility - Mounted on Prisoner Partition		1	300.42	300.42
Pro-Gard Charcoal Grey ABS Standard Straight Back Transport Seat with Wire Mesh Screen and Outboard Seat Belts for 2015+ Chevrolet Tahoe		1	1,011.12	1,011.12
Go Industries Rear Window Guards in Black for a 2015+ Chevrolet Tahoe 9C1		1	154.61	154.61
20" Havis Console for Tahoes with 7" sloped & 13" Flat Mounting Space		1	497.45	497.45
Havis Self-Adjusting Double Console Cup Holder		1	51.43	51.43
Havis Console Arm Rest		1	120.00	120.00
Havis 3" Console Accessory Pocket, 2.5 in. Deep		1	37.00	37.00
Havis 8.5" Heavy Duty Telescoping Pole with Side Mount & Short Handle		1	134.00	134.00
Havis 11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapter		1	202.29	202.29
Havis Docking Station with Dual Pass-Through Antenna connection for Panasonic Toughbook 33, 2-in-1 Laptop with Power Supply		1	956.54	956.54

Vehicle and Emergency Equipment Total

Quantity Ordered	2

Total Vehicle Order Cost **$101,737.30**

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SIGNATURE

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	6/22/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641

Bill To
Williamson Co TX SO Micah Koite 710 S Main Street Ste 301 Georgetown, Tx 78626 512-943-3368

Customer Contact	Micah Koite
Customer Phone	512-943-3373
Customer E-mail	micah.koite@wilco....
Estimate #	27922

2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Havis 2" Console Filler Plate		1	0.00	0.00
Havis 4" Console Filler Plate		1	0.00	0.00
Havis 1/2" Console Filler Plate		1	0.00	0.00
Havis 1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Federal Signal Smart Siren SSP3000		1	0.00	0.00
Havis 2.5" Console Equipment Bracket for 1-Piece Motorola XTL-1500		1	0.00	0.00
Havis Equipment Bracket for Panasonic Arbitrator - ARB-WJ-VR30		1	0.00	0.00
Magnetic Mic Clips		1	130.00	130.00
Streamlight SI-20L Nimh Flashlight - Mounted on Back SIde of Console		1	125.00	125.00
Streamlight Stinger DS LED - 12V DC Steady Charge - Mounted on Back SIde of Console		1	98.09	98.09
3 Additional 12Volt DC Heavy Duty Electrical Power Socket w/moisture cover - Mounted on Right Side of Console		3	6.00	18.00
Compartment Light, Split Red/White - Mounted over Console with On/Off switch		1	48.71	48.71
Make & Model of Customer Supplied Police Radio - Motorola APX7500/DB/Dash Mount O5 Control head - Customer to Install, Please Pre-Wire for One Piece Radios Does the Customer Supplied Police Radio need to be “Hot”, Powered all the time or on Ignition - On Ignition Is Customer Supplied Police Radio a One or Two Piece Unit - One Piece What is the Frequency of Customer Supplied Police Radio - 800Mhz & VHF WilCo will install the radios in all of our units in house. Defender only needs to install the antennas, battery lead wire, and ignition lead wire to the console. Pre-Wire to Console for Radio Power, Ground & Roof Antenna.				
Motorola 13-Watt Police Radio Speaker with Mounting Bracket - Mounted inside Console to the back of the Console Speaker Grill on Driver's Side.		1	79.00	79.00
Two Way 800 MHZ Radio Antenna & Coax Cable - Roof Mount		1	30.67	30.67
Two Way VHF Radio Antenna & Coax Cable		1	23.00	23.00

Vehicle and Emergency Equipment Total

Quantity Ordered	2

Total Vehicle Order Cost **$101,737.30**

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Estimate #	27922

2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Tahoe Roof Antenna Placement 800 MhZ Antenna – Roof mounted between B-C pillars VHF Antenna -- Roof mounted between B-C pillars Bluetooth Antenna -- roof mounted on pass. side between A-B pillars Panasonic Arbitrator Antenna - Mounted between the A-B pillars. Multi Purpose GPS Cradlepoint Antenna - Mount between the C-D pillars. Note - Cradle Point Mounting Placement: On Units that have a prisoner partition, the Cradle Point will be Mounted on the Prisoner Partition right behind the Front Passenger Seat. On Units that do not have a prisoner partition, on the Cradle Point run cabling & roof antenna leads under the Front Passenger Seat leaving 3 to 4 feet of service lead in the wires please. CAT 6 Cables go in these locations: Blue Cable - CP to Dock White Cable- VPU (PC PORT) to Dock Red Cable - CP to VPU (LAN PORT)				
Compartment Light, Split Red/White - Mounted on Rear Liftgate		2	48.71	97.42
C-Tech Patrol Series Rear Storage Box - 47" W x 16" H x 30" D - for a 2015+ Chevrolet Tahoe 9C1		1	1,954.32	1,954.32
Window Tint - For Two Front Windows - 20.0% Tint Please		1	75.00	75.00
Wash and Prepare Vehicle for Delivery to Customer		1	100.00	100.00
Dealer Prep		1	130.00	130.00
Misc. Shop Supplies		1	30.00	30.00
Shipping of Above Emergency Parts for Upfit		1	140.00	140.00
Defender Supply wiring harness, Top Hat Timer and Blue Sea power distribution block				435.00

Vehicle and Emergency Equipment Total

Quantity Ordered 2

Total Vehicle Order Cost $101,737.30

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Argyle, TX 76226

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Estimate By	George Severe
	george@defendersupply.com
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Customer Contact	Micah Koite
Customer Phone	512-943-3373
Customer E-mail	micah.koite@wilco....
Estimate #	27922

2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Installation of Above Emergency Equipment and Customer Supplied: Panasonic Arbitrator 360 video system - Tech: Please see the Trigger Mapping Doc loaded in Quick Books. Trigger Position # 1 CAT 6 Cables - Red Cable, Blue Cable & White Cable Tech Note: The Lighting Program was supplied to Defender Supply by Marc Courville @ Federal Signal & Approved by Williamson County - This program is the only Program that can be used & must be used by all techs on all units. Williamson CO TX SO - Per Micah 05/12/20 Good morning George, If you can catch them before they're installed, we've been having issues with the bolts backing off of the push bar & pit bar brackets. I think some loc-tite is needed on all the bolts in the push bar assembly. Customer will install their own radio & speaker, please run Power, Ground & Antenna Wiring to Console Tech: Please disable rear door handles For Customer Supplied Parts, Tech Support or Panasonic Camera Assistance contact: Chris Ball Critical Systems Analyst I Williamson County Direct: 512-943-1934 Email: cball@wilco.org Customer is doing their own Graphics.		46	100.00	4,600.00
Delivery to Department		1	300.00	300.00
Ship to: Fleet Maintenance 3151 SE Inner Loop-Suite B 508 South Rock Street Georgetown, TX 78626 512-943-3368 Call 30 minutes before arrival.				

Vehicle and Emergency Equipment Total	**$50,868.65**
Quantity Ordered	2
Total Vehicle Order Cost	**$101,737.30**

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

SIGNATURE _____

Commissioners Court - Regular Session **34.**

Meeting Date: 07/21/2020

1605-081 Jail Food Services Amendment 3

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 Williamson County Jail Food Services Contract 1605-081 Amendment 3 which includes the Scope Change Request attachment due to COVID-19, with Aramark Correctional Services, LLC, for the same terms and conditions as the existing contract, with the exception of, price changes noted on Attachment A as a result of Consumer Price Index and menu changes, subject to Commissioners Court approval for the term of August 1, 2020 - July 31, 2021.

Background

This Amendment 3 is the final renewal option for the Food Services for Jail contract 1605-081. The Sheriff's Office (SO) prepared a Vendor Performance Report (VPR) stating positive reviews and requests renewal of this agreement for the final term. The SO point of contact is Abigail Dass. The funding source in budget is under Food Service, 01.0100.0570.003306.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1605-081 Jail Food Service Contract

1605-081 Amendment 1 Jail Food Services

1605-081 Amendment 2 Jail Food Services

1605-081 Amendment 3 Jail Food Services

1605-081 Amendment 3 Scope Change due to Covid

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/15/2020 02:25 PM
County Judge Exec Asst.	Andrea Schiele	07/15/2020 02:27 PM
Form Started By: Dianne West		Started On: 07/13/2020 04:31 PM
Final Approval Date: 07/15/2020		

JAIL INMATE FOOD SERVICE CONTRACT FOR THE WILLIAMSON COUNTY JAIL FACILITY

This Jail Inmate Food Service Contract for the Williamson County Jail (the "Contract") is between the vendor identified and set forth on the signature page below, hereinafter referred to as "Vendor" and Williamson County, Texas (the "County").

1. Vendor agrees to furnish all labor, equipment supplies and foodstuffs, except as provided herein, and to provide full food service for inmates of the Williamson County Jail (the "Jail").

2. Vendor agrees to serve tasty, appetizing, wholesome quality food and to use a minimum twenty-one (21) day non-repetitive meal plan, including special menus for holidays and for medical reasons. All menus must be reviewed and approved by a bona fide registered dietician, to meet or exceed the dietary standards for adult inmates as required by all applicable statutes.

3. Vendor agrees to serve foodstuff at the proper temperatures for safe food service. Vendor further agrees to maintain foodstuff at the proper temperatures from the time the foodstuff is prepared until the actual time that the foodstuff is delivered to the inmate units.

4. Vendor agrees to provide meals to the inmates three (3) times per day, seven (7) days per week. Breakfast shall be served at 5:30 am, lunch shall be served at 11:30 am and dinner shall be served at 5:30 pm. Sack lunches will frequently be requested. The County reserves the right to change meal times at County's discretion. Vendor further agrees that the respective serving times represent the actual time of delivery to the inmates for consumption.

5. Except as otherwise set out herein, food for the Jail inmates shall be prepared in the Jail kitchen facility. During the term of the Contract, County intends to construct improvements to the Jail facility and such improvements will be made to the Jail kitchen during the construction. The Vendor must provide a provision for the preparation of meals outside the Jail kitchen facility during the construction on a temporary basis while the Jail kitchen facility is undergoing extensive renovations. The provision and preparation of meals outside of the Jail kitchen during construction may be provided by either mobile transport of meals to the Jail facilities or through the use of a temporary meal preparation facility provided by the Vendor. Any temporary kitchen may be located on the County's property within one city block of the Jail. Water and Wastewater hook ups will be provided during the operation of the temporary meal preparation facility.

6. During construction on the Jail kitchen facilities and while Vendor prepares meals outside of the Jail kitchen, the Vendor must comply with all terms and conditions of this Contract in the same manner that is required when utilizing the Jail kitchen. Furthermore, the temporary preparation of meals outside of the Jail kitchen must include provisions for cleaning and sanitation as required by the Williamson County Health Department and in the same manner as is required for preparation of meals inside the Jail kitchen.

7. During construction on the Jail kitchen, meals must be delivered from the temporary facility or mobile transport to a secure area in the Jail, as directed by County Jail personnel. Inmate trustee labor will be available once the meals are delivered by the vendor to the interior secure area of the Jail. Inmate trustee labor will not be made available outside of the secured area of the Jail during the construction of the Jail kitchen.

8. Vendor shall provide the temporary meal preparation facility or by mobile transport for the duration of the Jail kitchen construction. The County currently estimates the Jail kitchen construction will take approximately 90-120 business days.

9. County agrees to pay Vendor on a unit cost of per meal per inmate fed as follows:

A. During Jail Kitchen Construction (temporary meal/snack preparation facility or by mobile transport):

1. Per Person, Per **Regular Meal** (breakfast, lunch and dinner) – During Jail Kitchen Construction (temporary meal preparation facility or by mobile transport): **$1.725**; and
2. Per Person, Per **Dietary Snack** – During Jail Kitchen Construction (snacks prepared in temporary meal preparation facility or by mobile transport): **$0.50**.

B. During Use of Jail Kitchen:

1. Per Person, Per **Regular Meal** (breakfast, lunch and dinner), Per Day – Meals Prepared in Jail Kitchen: **$0.91**; and
2. Per Person, Per **Dietary Snack** – Snacks Prepared in Jail Kitchen: **$0.50**.

10. Vendor agrees to serve meals on insulated plastic trays and to distribute the meals to the individual inmates.

11. Vendor agrees to provide an on-site Food Service Manager who is trained, experienced, and knowledgeable of food services in detention facilities. The manager assigned will be subject to review by the Williamson County Sheriff or his agent.

12. Vendor agrees that all books and records of Vendor pertaining to meal preparation and delivery subject to this Contract shall be available for a period of thirty-six (36) months after the close of the County's fiscal year to which they pertain, for inspection and audit by representatives of the Texas Department of Human Resources, the U.S. Department of Agriculture and/or the U.S. General Accounting Office, at any reasonable time and place.

13. Vendor agrees to provide on-site employees, who are well trained, honest, reliable, and in uniform of a style and color to distinguish them from inmate workers, to successfully perform the requirements of providing food to the inmates.

14. Vendor agrees that all employees must have a valid food handler's certificate from the Health Department and that all costs associated with obtaining such certificate shall be borne by Vendor.

15. Vendor agrees that all employees shall be subject to background checks. Vendor agrees that background checks for each applicant for employment shall be performed prior to the extension of a job offer. The Williamson County Sheriff or his agent will perform checks. County shall retain the right to deny right of entry to any and all employees of Vendor.

16. Vendor agrees to provide ongoing in-service training to cover such areas as safety, sanitation and food handling to all employees and to any inmate workers provided.

17. Vendor agrees to properly and safely use and operate all electrical, gas and plumbing fixtures, equipment or appliances supplied by County or by Vendor.

18. Vendor agrees to maintain the entire food service and delivery areas, all silverware, utensils and equipment needed to prepare and serve meals in a clean and sanitary condition in compliance with all Federal, State and Local standards.

19. Vendor agrees to collect and dispose of all rubbish, garbage, litter or other waste in accordance with established policies of the Health Department.

20. Vendor agrees to submit a comprehensive, weekly invoice to the Williamson County Sheriff or his agent showing the number of meals actually served to inmates for the preceding week. This invoice shall be detailed so as to show how many inmates were provided food at each mealtime. This invoice is to be submitted each Monday of the month.

21. Indemnification:

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND 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 VENDOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED AT THE JAIL OR IN CONNECTION WITH THE PERFORMANCE OF THE CONTRACT. VENDOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND 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 CONTRACT OR THE SERVICES DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF VENDOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

22. Vendor agrees to provide County with proof of Workers Compensation and Employer's Liability insurance of at least $100,000.00 per each accident; Comprehensive General (public) Liability Insurance (which shall include premises, operation, independent contractors, personal injury, products, bodily injury) in the amount of $1,500,000.00 per occurrence, property damages insurance in the amount of $1,500,000.00 per occurrence.

23. Vendor agrees that Williamson County shall be named as an additional insured party on the General Liability Insurance, be provided with a waived subrogation, and be provided with certificates of insurance evidencing the above insurance. Any insurance provided by Vendor (Additional Insured or Otherwise) shall only cover losses for which Vendor is legally liable;

such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the County. Both Vendor and County waive all rights of recovery from each other for property damage or loss of use thereof, however occurring. The foregoing waiver does not apply to bodily injury or death claims. Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions.

24. Vendor agrees to provide to County a Surety Bond guaranteeing performance of all conditions of this contract in the amount of fifty thousand dollars ($50,000.00), said bond to be forfeited in the event that Vendor fails to satisfactorily perform this Contract.

25. Vendor agrees to provide meal service to inmates at the agreed upon price, and acknowledges that due to conditions beyond control by the County, County facilities may not be available for Vendor's use at some point in time in the future.

26. Vendor agrees that the services to be provided, under this Contract, are vital to County and must be continued without interruption and that upon expiration of this Contract another vendor may be selected. Vendor agrees to furnish "phase-in" training and exercise its best efforts and cooperation to effectively have an orderly and efficient transition to a successor.

27. Vendor agrees that this Contract is not assignable without the express written consent of the Commissioner's Court of Williamson County. This Contract shall be binding upon and inure to the benefit of parties hereto and their respective successors and permitted assigns.

28. County agrees to assist vendor in obtaining use of U.S. Department of Agriculture commodities in providing food service to inmates of the Williamson County Jail, however vendor shall assume all costs, both direct and indirect, in procuring such commodities and in complying with the rules and regulations of the U.S. Department of Agriculture and the Texas Department of Human Resources and that all commodities received by Vendor shall be used only in accordance with the aforementioned rules and regulations, and for the benefit of County, and only in performance of this Contract. It is further agreed that Vendor shall be responsible for the proper disposition and removal of excess or stale dated commodities that have been obtained through the USDA surplus commodity program.

29. Except during construction on the Jail kitchen, County agrees to make available for vendors use the kitchen facilities, utensils, and equipment located in the County Jail at no cost for the performance of this Contract. County states, and Vendor understands, that this is only an accommodation to Vendor and that County makes no warranties, expressed or implied as to their availability, and Vendor acknowledges that vendor must have a contingency plan to provide food to the inmates in the event that County facilities are not available for his/her use. All equipment maintenance costs, including preventative maintenance costs, shall be borne by the County. Vendor shall pay County a maintenance fee in the amount of Two Thousand US Dollars ($2,000.00) per month within 30 days after the end of each month, unless otherwise agreed by the parties. The County's maintenance department shall be notified of all necessary equipment maintenance, and vendor shall provide to the County Maintenance Supervisor, a schedule for preventative maintenance on all kitchen equipment owned by the County, and used by the Vendor.

30. County agrees to pay all utility costs for preparation of foodstuff, but under no circumstance will County reimburse Vendor for any utility costs if Vendor uses any other facilities for preparation of food other than a temporary food preparation facility that is located adjacent to the Jail during construction on the Jail kitchen.

31. County agrees to provide pest control for all areas within the Jail, including those areas utilized by Vendor in performance of this Contract, and to maintain adequate security of all

food service areas during food service operations, and to provide clean uniforms for all inmate workers and to provide paper and plastic eating supplies as required.

32. County agrees to provide inmate trustees to assist in the food service to the greatest extent possible, but Vendor acknowledges that at times there may not be any inmate, trustees furnished. When inmate trustees are provided to assist in the food service, the trustees must be supervised by a County Licensed Correction Officer ONLY. As set out herein above and in addition to the foregoing, inmate trustee labor will be available once the meals are delivered by the Vendor to the interior secure area of the Jail during construction on the Jail kitchen and inmate trustee labor will not be made available outside of the secured area of the Jail during the construction of the Jail kitchen.

33. Subject to the termination rights set out herein, this Contract between County and Vendor shall be in force from August 1, 2016 until July 31, 2019 (the "Initial Term").

34. At the end of the Initial Term, the Commissioners Court of Williamson County reserves the right to extend this Contract for up to two (2) additional twelve (12) month extension terms, by mutual agreement of both parties, as it deems to be in the best interest of the County. The terms and conditions for any extension term shall remain the same with a price adjustment at renewal time for no more than the consumer price index, the Consumer Price Index, All Urban Consumers (CPI-I), U.S. City Average, Food Away From Home Index, unadjusted, 12-months, as published by the US Department of Labor for that year. Such adjustments shall be calculated using the index for the month of December preceding the beginning of the new 12-month extension and shall be effective as to the new 12-month extension term provided same is approved in advance by the Commissioners Court of Williamson County. The total period of this Contract, including all extensions will not exceed a maximum combined period of sixty (60) months.

35. Each party to this Contract reserves the right to terminate this Contract upon sixty (60) calendar day's written notice for its convenience, and for any termination County shall pay Vendor those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract prior to such termination. In the event County pays for the cost of supplies or materials obtained for use under this Contract up to the effective date of termination, said supplies or materials shall become the property of Williamson County and shall be delivered to the Jail.

36. County and Vendor both agree that the Williamson County Commissioners Court shall be the sole and final authority on issues relating to this Contract. Should any matter not be resolved to the Vendor's satisfaction, Vendor shall have the right to be heard in open court by Commissioners Court and the decision of Commissioners Court shall be final and conclusive, and shall be binding on all parties concerned.

37. Vendor understands that to the extent that County provides equipment for preparation of food for inmates, such equipment, if used, shall be used for food preparation for County inmates only.

38. The financial arrangements in this Contract are based on conditions existing as of the effective date of the Contract including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond Vendor's control, including, but not limited to, a change in the scope of Vendor's services; menu changes; a decrease in the Facility's inmate population; efforts to organize labor; increases in food, fuel, equipment, utilities and supply costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations; or other unforeseen external market conditions outside Vendor's control, then Vendor shall give County written notice of such increase or change, and within thirty (30)

calendar days after such notice, Vendor and County shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to Vendor's price per meal, modifications to the menu, or modifications to Vendor's scope of services.

39. Miscellaneous:

a. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Contract. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

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

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

d. The parties to this Contract agree that during the performance of the services under this Contract they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

e. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

County: Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Williamson County Sheriff
508 S. Rock Street
Georgetown, Texas 78626

Vendor: Aramark Correctional Services, LLC
Attn: Vice President, Finance
1101 Market Street
Philadelphia, PA 19107

f. Each party to this Contract shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Contract, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, Vendor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

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

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

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

j. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Contract shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

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

l. The obligations of the Parties under this Contract 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 County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

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

n. The parties to this Contract each represent and warrant to the other party that the warranting party possesses the legal authority to enter into this Contract and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Contract and to bind such party to its terms. Each person executing this Contract on behalf of a party warrants that he or she is duly authorized to enter into this Contract on behalf of such party and to bind it to the terms hereof.

o. As a duly authorized representative of Vendor, I acknowledge by my signature below that I have read and understand the above paragraphs and that Vendor has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

p. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

SIGNED to be effective the 1st DAY OF August, 2016.

Williamson County, Texas (County):

JUDGE DAN GATTIS
WILLIAMSON COUNTY JUDGE

Aramark Correctional Services, LLC (Vendor):

By: _____
Printed Name: Mark R. Adams
Title: Vice President, Finance

Amendment No. 1
Jail Inmate Food Service Contract for the Williamson County Jail Facility

THIS AMENDMENT NO. 1 (the "Amendment"), is entered into this 11th day of December, 2018 by and between the **County of Williamson, Texas** ("County"), and **Aramark Correctional Services, LLC,** ("Aramark") a Delaware limited liability company, having its principal place of business located at the Aramark Tower, 1101 Market Street, Philadelphia, PA 19107 ("Aramark").

WHEREAS, on August 1, 2016, the parties entered into an Operating Agreement for the management of the food service operation at the Williamson County Jail, (as amended, the "Agreement");

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend said Agreement as hereinafter set forth, effective as of December 11, 2018.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Pricing:** The Parties agree that Paragraph 9 shall be deleted in its entirety and replaced with the following:

County agrees to pay Vendor on a unit cost of per meal per inmate fed as follows:

1. Per Person, Per **Regular Meal** (breakfast, lunch and dinner), Per Day – Meals Prepared in Jail Kitchen: $0.96; and

2. Two (2) Per Person, Per Dietary Snack – Snacks Prepared in Jail Kitchen: $0.50.

2. **Maintenance:** The Parties agree that Paragraph 29 shall be amended and deleted in its entirety with the following:

All equipment maintenance costs, including preventative maintenance costs, shall be borne the Vendor.

3. **Meal Service:** The Parties agree that paragraph 25 shall be amended and deleted in its entirety with the following:

Vendor agrees to provide meal service to inmates at the agreed upon price as stated in Paragraph 9.

4. Effect of Amendment: Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

By: _____
Mark R. Adams
Vice President, Finance

County of Williams
State of Texas

By: _____

Amendment No. 2

Jail Inmate Food Service Contract for the Williamson County Jail Facility

THIS AMENDMENT NO. 2 (the "Amendment"), is entered into this 1st day of August, 2019 by and between the **County of Williamson, Texas** ("County"), and **Aramark Correctional Services, LLC,** ("Aramark") a Delaware limited liability company, having its principal place of business located at 2400 Market Street, Philadelphia, PA 19107.

WHEREAS, on August 1, 2016, the parties entered into an Operating Agreement for the management of the food service operation at the Williamson County Jail, (as amended, the "Agreement");

WHEREAS, the parties acknowledge the need to address volatility in the cost of food and commodities; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Term:** In accordance with Paragraph 33 and 34 of the Agreement, the parties agree to extend the term for an additional 12 months from August 1, 2019 through July 31, 2020.

2. **Pricing:** In accordance with Paragraph 34 of the Agreement, the parties agree that the price per meal charged to the County by Aramark shall be changed as set forth on Attachment A as a result in changes in the Consumer Price Index. This price shall be effective from August 1, 2019 through July 31, 2020.

3. **Effect of Amendment:** Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

By: _____

Mark R. Adams

Vice President, Finance

County of Williamson

State of Texas

By: _____

Attachment A

Williamson County, Texas

Price Per Meal – Effective August 1, 2019 through July 31, 2020

$0.978

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Amendment No. 3

Jail Inmate Food Service Contract for the Williamson County Jail Facility

THIS AMENDMENT NO. 3 (the "Amendment"), is entered into this _____ day of July, 2020 by and between the **County of Williamson, Texas** ("County"), and **Aramark Correctional Services, LLC,** ("Aramark") a Delaware limited liability company, having its principal place of business located at 2400 Market Street, Philadelphia, PA 19103.

WHEREAS, on August 1, 2016, the parties entered into an Operating Agreement for the management of the food service operation at the Williamson County Jail, (as amended, the "Agreement");

WHEREAS, the parties acknowledge the need to address volatility in the cost of food and commodities; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Term:** In accordance with Paragraphs 33 and 34 of the Agreement, the parties agree to extend the term for an additional 12 months from August 1, 2020 through July 31, 2021.

2. **Pricing:** In accordance with Paragraphs 34 and 38 of the Agreement, the parties agree that the price per meal and price per snack charged to the County by Aramark shall be changed as set forth on Attachment A as a result of changes in the Consumer Price Index and menu changes. This price shall be effective from August 1, 2020 through July 31, 2021.

3. **Effect of Amendment:** Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

By: DocuSigned by: _____
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Mark R. Adams
Vice President, Finance
7/8/2020

County of Williamson
State of Texas

By: _____
Name:
Title:

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Attachment A

Williamson County, Texas

Effective August 1, 2020 through July 31, 2021

Price Per Meal: $1.05

Price Per Snack: $0.516

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SCOPE CHANGE APPROVAL FORM DUE TO THE CORONAVIRUS

Aramark and Client are facing new and uncertain challenges in reacting to the rapidly changing information and conditions with respect to the Coronavirus or COVID-19, which impact the services provided by Aramark to Client. This document is meant to reflect the changes noted below to the current agreement between Aramark and Client.

Client Name & Address: **Williamson County, Texas** **Williamson County Judge** **710 S. Main Street, Ste. 101** **Georgetown, TX 78626** **Williamson County Sheriff** **508 S. Rock Street** **Georgetown, TX 78626** **Client Contact:** Chief Randolph Doyer **Title: Chief Doyer** **Telephone:** Office – 512-943-1365 **Email:** rdoyer@wilco.org **Services Provided by Aramark: Food only**	**Aramark Team**	
	Region Vice President	David Lauria
	District Manager	Patrick Templin
	Front Line Manager	Jaime Salinas
	Requester Name & Telephone	
	Jaime Salinas Work – 512-863-4329 Cell – 512-736-0508	

SCOPE CHANGE REQUEST

Additional Services/Modified Services:

Facilities that this Scope Change Request applies to:

Williamson County Adult Detention Center, 306 West 4th Street, Georgetown, TX 78626. Material adverse change in operations in the contract. This clause expressly refers to a drop in population.

Description of additional or modified services:

The terms of this Scope Change Request as set forth herein, amend the Jail Inmate Food Service Contract for the Williamson County Jail, which was entered into by the County of Williamson, Texas ("**County**") and Aramark Correctional Services, LLC ("**Aramark**") for the management of food service operation at the Facility stated above, and effective on August 1, 2016 (as amended, the "**Agreement**"). Pursuant to Section 38 of the Agreement, which permits modification of the Agreement, including an adjustment to Aramark's price per meal, to offset the impact of a decrease in the Facility's inmate population, the County and Aramark desire to amend the Agreement to revise and update the meal pricing scale to account for changes in the population at the Facility, as more particularly described herein.

DocuSign Envelope ID: ABA304C2-8BAB-47A8-9A6C-83D4AA1C862C

Description of timing/effective date of additional or modified services:

The adjustments to Aramark's price per meal, as more particularly described herein, are effective as of August 1, 2020

Description of financial impact/billing process for additional or modified services:

The parties agree that, due to the drop in adult inmate population, the applicable price per meal for each adult inmate in the Facility charged to the County by Aramark shall be changed as set forth below, and shall supersede in all respects the prior price per meal for adult inmates in any other prior agreements between the parties.

Population					Inmate
Low	High				Price
100	149				$ 2.743
150	199				$ 2.076
200	249				$ 1.743
250	299				$ 1.542
300	349				$ 1.409
350	399				$ 1.314
400	449				$ 1.242
450	499				$ 1.187
500	549				$ 1.142
550	599				$ 1.106
600	649				$ 1.076
650	699				$ 1.050

In the event that the population drops below 100, the County and Aramark shall promptly negotiate in good faith to determine an equitable adjustment in the inmate meal rates to compensate Aramark for the effect of such decline.

Client Signature	Aramark Signature
	DocuSigned by: F8D654C2EF504E8...
Name, Title, and Date	Name, Title, and Date
	Mark Adams VP Finance 7/8/2020

7/8/2020 2:50 PM

Commissioners Court - Regular Session **35.**

Meeting Date: 07/21/2020

Sharp Lease for Jail

Submitted For: Randy Barker **Submitted By:** Laura Zavala, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the lease with Sharp Electronics Corp for 3 copiers for the Williamson County Jail, in the amount of $457.56 per month, pursuant to DIR Contract #DIR-CPO-4433.

Background

Approval of these leases will support the operations of the Williamson County Jail. New lease term is for 60 months effective 10/01/2020. This includes 3 machines, 1 priced at $267.34 (includes 21,000 copies per month), 1 priced at $100.01 (includes 2000 copies per month) and 1 priced $90.21 (includes 600 copies per month) for monthly total of $457.56. Overages will be billed at $0.0070 each. The expenditure will be charged to 01.0100.0570.004621. Department contact will Abigail Dass.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sharp Lease

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/15/2020 02:23 PM
County Judge Exec Asst.	Andrea Schiele	07/15/2020 02:25 PM
Form Started By: Laura Zavala		Started On: 06/30/2020 10:53 AM
Final Approval Date: 07/15/2020		

SHARP

STATE OF TEXAS DIR-CPO-4433 QUOTE

1/16/2020	SHARP Electronics Corp.; C/O Sharp Business Systems
Address:	100 Paragon Drive Box Q
City, State Zip	Montvale, NJ 07645

Date:	06/05/20
Quote No.	WC S/J 01

Customer Name/Invoice Address:	Delivery Address:
Williamson County	Williamson County
Sheriff's Office	Sheriff's Office / Jail / Booking
508 South Rock Street	306 W. 4th St.
Georgetown, TX 78626	Georgetown, TX 78626

Contact Name:	Abigail Dass	Phone:	512-943-1343
		E-Mail:	adass@wilco.org
Sharp Business Systems, M.D. Leonard		Quoting Dealer:	Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**
Authorized Signature		Installing Dealer:	Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**

Item	Description	Quantity		Cost/Mo.
	Sharp MX-M6051; 60 ppm Digital Monochrome Copier **w/ 100 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer** MX-DE268N; Stand with (1) X 550 Sheet addt'l Paper Drawer plus 2,100 Sheet Tandem Paper Drawers MX-FN28; 1K Stacking Finisher MX-RB25N; Paper Pass Unit Includes: 21,000 copies/prints per mo.; Overages @ $0.0070 ea. **Includes:** **Delivery, Installation, Training, Professional Services, Parts, Labor, Toner, and Staples.**	1		$ 267.34
	State of Texas 60 Month DIR-CPO-4433 Lease		**Monthly Total**	**$ 267.34**

SHARP

STATE OF TEXAS DIR-CPO-4433 QUOTE

1/16/2020	SHARP Electronics Corp.; C/O Sharp Business Systems
Address:	100 Paragon Drive Box Q
City, State Zip	Montvale, NJ 07645

Date:	06/05/20
Quote No.	WC S/J 02

Customer Name/Invoice Address:	Delivery Address:
Williamson County	Williamson County
Sheriff's Office	Sheriff's Office / Jail / Court Liaison
508 South Rock Street	306 W. 4th St.
Georgetown, TX 78626	Georgetown, TX 78626

Contact Name:	Abigail Dass	Phone:	512-943-1343
		E-Mail:	adass@wilco.org
Sharp Business Systems, M.D. Leonard		Quoting Dealer:	Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**
Authorized Signature		Installing Dealer:	Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**

Item	Description	Quantity		Cost/Mo.
	Sharp MX-M5051; 50 ppm Digital Monochrome Copier **w/ 100 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer** MX-DE27N; Stand with (3) X 550 Sheet addt'l Paper Drawers MX-FN27N; Inner Finisher Includes: 2,000 copies/prints per mo.; Overages @ $0.0070 ea. **Includes:** **Delivery, Installation, Training, Professional Services,** **Parts, Labor, Toner, and Staples.**	1		$ 100.01
	State of Texas 60 Month DIR-CPO-4433 Lease		**Monthly Total**	**$ 100.01**

SHARP

STATE OF TEXAS DIR-CPO-4433 QUOTE

1/16/2020	SHARP Electronics Corp.; C/O Sharp Business Systems
Address:	100 Paragon Drive Box Q
City, State Zip	Montvale, NJ 07645

Date:	06/05/20
Quote No.	WC S/J 03

Customer Name/Invoice Address:	Delivery Address:
Williamson County	Williamson County
Sheriff's Office	Sheriff's Office / Jail / Administration
508 South Rock Street	306 W. 4th St.
Georgetown, TX 78626	Georgetown, TX 78626

Contact Name:	Abigail Dass	Phone:	512-943-1343
		E-Mail:	adass@wilco.org
Sharp Business Systems, M.D. Leonard		Quoting Dealer:	Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**
Authorized Signature		Installing Dealer:	Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**

Item	Description	Quantity		Cost/Mo.
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	State of Texas 60 Month DIR-CPO-4433 Lease		**Monthly Total**	**$ 90.21**

SAMPLE PO

P.O. NUMBER:

DATE:

VENDOR:
SHARP ELECTRONICS CORPORATION
C/O SHARP BUSINESS SYSTEMS
100 PARAGON DRIVE BOX Q
MONTVALE, NJ 07495

REQUESTED BY: DASS, ABIGAIL
512.943.1343

SHIP TO:
WILLIAMSON SHERIFF'S OFFICE
306 WEST 4th ST.
GEORGETOWN, TX 78626

BILL TO:
WILLIAMSON SHERIFF'S OFFICE
508 SOUTHROCK STREET
GEORGETOWN, TX 78626

Description	Price	Per	Amount
1. SHARP MX-M6051, MX-DE28N, MX-FN28, MX-RB25N $267.34 PER MO. FROM 10/01/20 THRU 09/30/21 SERVICE FOR 21,000 COPIES PER MONTH OVERAGES@ $0.0070 ea.	1.00	3,208.08	3,208.08
2. SHARP MX-5051, MX-DE27N, MX-FN27N $100.01 PER MO. FROM 10/01/20 THRU 09/30/21 SERVICE FOR 2,000 COPIES PER MONTH OVERAGES @ $0.0070	1.00	1,200.12	1,200.12
3. SHARP MX-5051, MX-DE27N, MX-FN27N $90.21 PER MO. FROM 10/01/20 THRU 09/30/21 SERVICE FOR 2,000 COPIES PER MONTH OVERAGES @ $0.0070	1.00	1,082.52	1,082.52

NOTES TO SUPPLIER:

60 MONTH DIR-CPO-4433 LEASE

Total **5,490.72**

AUTHORIZED BY:

Commissioners Court - Regular Session **36.**

Meeting Date: 07/21/2020

Approving Tyler Jury Manager Contract Amendment

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving Contract Amendment No. 1 to the agreement between Williamson County and Tyler Technologies, Inc. originally approved by Commissioner's Court on 6/30/2020, Agenda Item #50 to purchase Tyler Jury Manager and authorizing execution of the amendment.

Background

This amendment is to define the term for transactional services and does not affect the original contract price. Department point of contact is Minnie Beteille. Funding source: Cares Act 418P.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment

Original Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/15/2020 03:50 PM
County Judge Exec Asst.	Andrea Schiele	07/15/2020 03:53 PM
Form Started By: Thomas Skiles		Started On: 07/14/2020 07:57 AM
Final Approval Date: 07/15/2020		

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at 5101 Tennyson Parkway, Plano, Texas 75024 ("Tyler") and Williamson County, with offices at 710 Main Street, Ste. 101, Georgetown, Texas 78626 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated June 30, 2020 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Exhibit B, Invoicing and Payment Policy, Section 3.2 to the Agreement shall be deleted in its entirety and replaced with the following:

   3.2 The transaction-based services set forth in Exhibit A to the Agreement shall have a term that commences upon the earlier of the mailing of the first summons or six months from the Effective Date and continues for a period of three years ("Initial Transaction Term"). Tyler shall invoice for such services upon the commencement of the Initial Transaction Term and on every anniversary thereof. Following the Initial Transaction Term, the term shall automatically renew for one-year periods at our then-current rates, unless terminated by either party pursuant to the terms of the Agreement.

2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	Williamson County, Texas
By: Sherry Clark	By:
Name: Sherry Clark	Name:
Title: Sr. Corporate Attorney	Title:
Date: 7/10/2020	Date:

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 9076.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #110515 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 110515-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at https://sourcewell-mn.gov/cooperative-purchasing/; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure Tyler Jury Manager software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Client**" means Williamson County, TX.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including

instructions, user guides, manuals and other training or self-help documentation.

- **"Effective Date"** means the last signature date set forth in the signature block.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms, as applicable and attached as Exhibit D.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services

to access updates and enhancements to the Tyler Software, as further described in Section C(8).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you repeatedly cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.

8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and

security policies.

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is

not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is from the first day of the first month following the Effective Date to September 30, 2023, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause

in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term;

b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term; and

c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 5% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software

immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will defend, indemnify, and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY. TO THE EXTENT AUTHORIZED UNDER TEXAS LAW **EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional Tyler products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing

each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law. Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

20. 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 Client 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 Client 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 Client'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.

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

22. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

23. Right to Audit: Tyler 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 any and all books, documents, papers and records of Tyler which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, provided however, that any such audit shall be subject to Tyler's current confidentiality and security policies. Tyler agrees that licensee shall have access during normal working hours to all necessary Tyler 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 Tyler reasonable advance notice, but no less than thirty (30) days advance written notice, of intended audits. Client shall be responsible for the cost of any audit conducted under this section unless otherwise agreed to by the parties in writing pursuant to the terms of this Agreement.

24. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

25. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process

Exhibit D	Third Party Terms
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: Sherry Clark

Name: Sherry Clark

Title: Sr. Corporate Attorney

Date: June 18, 2020

Address for Notices:
Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024

Attention: Chief Legal Officer

Williamson County, TX

By: Judge Bill Gravell Jr.
Judge Bill Gravell Jr. (Jun 30, 2020 14:40 CDT)

Name: Judge Bill Gravell Jr.

Title: County Judge

Date: Jun 30, 2020

Address for Notices:
Williamson County, TX
710 S. Main Street, Ste. 101
Georgetown, TX 78626

Attention: _____

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Software Fees	
	SaaS Fee Annual Amount
	$89,176

Software

Odyssey Software	**SaaS Fee (Annual)**
Tyler Jury Manager	$89,176
Tyler Jury Response	Included
Tyler Jury Voice	Included
Tyler Jury Capture	Included
Tyler Jury Kiosk (hardware not included)	Included
Hosting	Included
*Please see Section 2 "Project Terms" of the Statement of Work	
Total Annual SaaS Fee	**$89,176**

Implementation Services

Professional Services

T&M Services	**Hours**	**Rate**	**Cost**
Project Management	159	185.00	$29,415
Source List / Data Conversion	24	175.00	$4,200
Deployment	62	175.00	$10,850
Integration Development / Consulting	11	200.00	$2,200
Customization	56	175.00	$9,800
Setup, Configuration & Consulting	40	175.00	$7,000
Training - Go Live Assistance	40	175.00	$7,000
Total Implementation Services			**$70,465**

Transaction-based Services

Tyler SummonsDirect (42,000/ $0.56 per summons) *	$23,520
Tyler Jury Message (up to 60,000 texts)	$4,800
Total Transaction Services	**$28,320**

**Please see Section 2 "Project Terms" of the Statement of Work, postage not included*

Estimated Travel Expenses (2 trips @ $2,200/trip)	$4,400

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. On the commencement of the initial term, Tyler will invoice SaaS Fees on a prorated basis from commencement of the initial term through September 30, 2021. Subsequent annual SaaS fees will be invoiced annually in advance for the term beginning October 1 and ending September 30, annually. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Credit. Tyler's obligation to provide Maintenance and Support for Incode software, licensed under a separate agreement ends upon Go-Live of the Tyler Software included in the Investment Summary. The Client will receive a credit for any prepaid, but unused maintenance and support on the Incode software.

3. Other Tyler Software and Services.
   3.1 Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   3.2 Transaction-based services are invoiced annually and in accordance with Section 2 of the Statement of Work, Exhibit E, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your Transaction fees for the initial term are set forth in the Investment Summary.

4. Third Party Products.
   4.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

   4.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

   4.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. The

Client shall reimburse Tyler for travel, lodging, and food expenses reasonably incurred by Tyler in performing its services hereunder as set forth in the Investment Summary in accordance with the Williamson County Vendor Reimbursement Policy.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit C
SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.

Exhibit C – Schedule 1
Support Call Process – Tyler Jury Manager

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(2) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

Additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website (http://www.courthouse-technologies.com/Home.asp) for accessing client tools, documentation, and other information including support contact information.
(2) Community Resources – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones. Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

We will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

Issue Handling

Incident Tracking

Every support incident is logged into our management system and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the client's needs and deadlines. Tyler and the client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention

Priority Level	Characteristics of Support Incident	Resolution Targets
		procedure with the next published maintenance update or service pack, which shall occur at least monthly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Remote Support Tool

Some support calls may require further analysis of the client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
Third Party Terms

We will make commercially reasonable efforts to minimize the need for you to rely on Third Party Software or Third Party Hardware in order to operate the Tyler Software. To the any such Third Party Product is required, you are responsible for purchasing, installing and configuring all Third Party Hardware and Third Party Software at your expense. We will make available a list of Third Party Software that will be required to load a new release of the Tyler Software, if any, as well as list of Third Party Software components that have been certified as compatible with the Tyler Software.

We will have no liability for defects in the Third Party Hardware or Third Party Software. You are responsible for ensuring that you have current maintenance agreements with any Developers from whom you expect to receive maintenance and/or support on Third Party Software or Third Party Hardware.

Exhibit E
Statement of Work

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Statement of Work for
Implementation of Tyler Jury Manager,
Browser-based Jury Management System
SaaS Implementation
In Williamson County, TX
June 18, 2020

Tyler Technologies will implement Tyler Jury Manager in Williamson County, TX under the following terms.

Project Terms

Tyler will…

1. Provide a subscription to use the following Products:
    - **Tyler Jury Manager;** web-based jury management system;
    - **Tyler Jury Response;** interactive web response system;
    - **Tyler Jury Voice;** interactive voice response system;
    - **Tyler Jury Capture;** image data capture system;
    - **Tyler Jury Kiosk;** kiosk software for Tyler Jury Manager;
2. Provide the following Recurring Services:
    - **Tyler Jury Hosting;** hosting services for ALL products and services listed in this SOW;
    - **Tyler Jury Message;** text-messaging service (max 60,000/year);
    - **Annual Source Update** whereby TYLER will merge/purge existing source list with the new source data to be provided by the customer. The extent and degree of matching criteria used in the Source List Update will be agreed upon (and signed off) by both parties before work is performed – 1 per year;
    - **Tyler SummonsDirect**, data cleansing and summons production/mailing service.
        - The subscription to SummonsDirect is based on the Customer's estimated annual summons or questionnaire production of **42,000** documents per year, the "Annual Estimate".
        - Twelve months following the date the first summons is printed, if the number of documents actually produced annually with SummonsDirect (the "Actual"), exceeds the Annual Estimate, Tyler Technologies will charge you for each additional document printed in excess of the Annual Estimate at the per summons rate described below under Project Charges. Those charges will be billed monthly after you reach the Annual Estimate and continue month to month until the end of the annual term. The Actual will then become the new Annual Estimate for the next annual term.
        - In the event the Actual is fewer than the Annual Estimate, Tyler Technologies will adjust the Annual Charges for SummonsDirect (and by extension, the Subscription Fees)

according to our then prevailing, published rates at the volume of the Actual. The Actual will become the Annual Estimate for the foregoing annual term and will be invoiced at the published rates for the new Annual Estimate.

- If the total revised charges are less than the total charges you paid for SummonsDirect (and by extension, the Subscription Fees) based on your original Annual Estimate, Tyler Technologies will credit you the difference between the total revised charges and the amount you paid based on your original Annual Estimate, and,
- The SummonsDirect price has been calculated based on the current prices for materials as of the execution of this Agreement. Contractor agrees to use his best efforts to obtain the lowest possible prices. However, from time to time, if a price increase for materials occurs during the contract period, the contract price shall be adjusted accordingly at the discretion of TYLER.

3. Provide the following Required Third-Party Products Required for Installation and Use of Tyler Jury Manager:
   - SAP Crystal Reports Viewer for Visual Studio .Net for use in connection with Tyler Jury Manager;
   - Microsoft .Net Framework 4.X for use in connection with Tyler Jury Manager;
4. Provide the following Professional Services:
   - Provide project management services to coordinate all aspects of the project;
   - Provide an expert jury management consulting resource to conduct Business Requirements Review with the Client's appointed user-committee to gather configuration and reporting information and to ensure that all required functionality is included in Tyler Jury Manager;
   - After the Business Requirements Review, TYLER will provide to the Customer a Project Implementation Schedule (including proposed Customer timelines and deliverables in respect of the project as well as designated Customer Project Milestones) for review and comment by the Customer. Once mutually agreed with the Customer, the Project Implementation Schedule will be the project schedule of timelines, deliverables and Milestones of the Customer to be performed by and required of the Customer.
   - In the event of a failure by the Customer to meet a Milestone, which results in a delay to the Project beyond the originally agreed Project Implementation Schedule (Determined during Business Requirements Review), Tyler shall be entitled to an additional fee for each week of delay to the Project Implementation Schedule arising due to such failure based on a pro-rated weekly portion of HALF the Annual SaaS Fee.
   - 1 iteration (this includes any design changes the customer would like to make to the initial summons design) of a consolidated, county-wide jury summons design, free of charge – subsequent design iterations will be billed at TYLER's published, prevailing rates (prevailing rates are the published hourly rates TYLER charges at the time of subsequent design iterations. Current rates are $200/hour – minimum work of 2 hours for any summons design change). This does not include alignment issues, spelling/punctuation mistakes or small changes that do not affect the layout or design;

- Use a formalized change request to provide flexibility during development iterations and to manage the scope of the project which may include, but is not limited to, requests for additional development (prevailing rates are the published hourly rates TYLER charges at the time of any change request. Current rates are $200/hour – minimum work of 2 hours for any custom report or letter design change, system code change or other customization not part of standard project);
- Pipeline source list data from the Customer's current jury management system to the Tyler Jury Manager database or install a new source list – active data from the legacy jury management system (Permanent Disqualified records and Last Reporting Date) will be transferred to the JMS database only as mutually agreed;
- Provide an expert Tyler Jury Manager installation resource for installation of Tyler Jury Manager in a training and a production environment;
- Provide a 2-hour, online System Administrator training session;
- Provide a 2-day User training session to the Customer's staff at Customer's premises;
- Provide training and support materials including an electronic Installation and Administration Guide, a paper and electronic Quick Reference Guide, and an electronic full Reference Manual;
- Provide an expert jury management "go-live" support resource (2 days) at Customer's first "live" location during the first days that jurors report under the new system;
- Provide 24X7 customer support by telephone, email, and WWW through our Annual Support program with Court's "first-line" of support, which services will commence immediately upon completion of training;
- Provide warranty service wherein we will remedy (at our expense) any deficiencies (break/fix issues) with the software identified for its lifetime; and,

5. Provide the following Hosting Services:

- Provide all server operating system and database licenses required for use of Tyler Jury Manager;
- maintain a test and production environment of Tyler Jury Manager;
- will configure the DNS for use of hosted Tyler Jury Manager;
- install, configure, maintain, and support upgrade functions with Tyler Jury Manager;
- install, configure, maintain, and support the database used by Tyler Jury Manager;
- install 2 environments (Test/Training and Production) of Tyler Jury Manager;
- perform automated Server Patching via Microsoft Automatic Update;
- provide installed anti-virus, anti-spam software and port monitoring as part of the server environment as well as a secured, managed firewall;
- guarantee the data will remain in the United States during transit and rest;
- provide daily backups of the Tyler Jury Manager environment

In consideration of the above, the Customer agrees to:

- Appoint a project leader to act as the single point of contact with Tyler;
- Appoint a user-committee who will participate in the Business Requirements Review and who will assist Tyler and the project leader to gather configuration and reporting information and to ensure that all required functionality is included in Tyler Jury Manager;
- Appoint IT Staff who will participate in the Technical Requirements Review to ensure all local requirements for installation and implementation of Tyler Jury Manager are detailed;
- Assist Tyler with project planning including creating a project timeline, and an implementation plan;
- Provide a single point of contact as "first-line" support for any software support issues or questions by any user or court location in the implementation. This staff member will be in contact with Tyler Support personnel;
- From time to time (if necessary) provide the assistance of the Customer's IT personnel to help with software customer support issues related to any hardware, software, or connectivity on the customer's premises;
- Provide all computer hardware, communications hardware, cabling, operating system software, and other software for premise connectivity;
- At the Customer's sole option, license and install the following optional Third-Party Software for use in connection with the TYLER Software:
    - Google Maps API key; and,
    - Skype for Windows;
- Provide required USPS postal permit for use of SummonsDirect.
    - If you have an existing local permit, please supply us with your local Permit Number, Permit Type (Permit Imprint type is strongly recommended - additional costs apply to Pre-cancelled Stamps), and city/state/zip code of the Post Office that issued the permit.
    - If applying for a new permit, please complete USPS form 3615, and present it at your local USPS Business Mail Entry Unit (BMEU) along with two forms of identification and the applicable permit fees. Once the permit is issued please provide us with the Permit Number, Permit Type and city/state/zip code of the Post Office that issued the permit.
    - You will need to deposit and maintain funds on account with the USPS to cover postage.
- From time to time provide the assistance of the Customer's IT personnel to complete certain necessary support or configuration tasks such as, editing local firewall exceptions (where necessary), etc.;
- From time to time provide the assistance of the Customer's IT personnel to cooperate in diagnosing issues with on premise connectivity related workstations, printers, and SMTP server;

- Continue to provide local workstation connectivity and environment;
- Cooperate with Tyler to establish printer connectivity to the cloud environment;
- Maintain and be responsible for local SMTP server for Tyler Jury Manager and facilitate TJM accessing the SMTP server via the cloud;
- Provide and purchase any SSL certificates required for encryption in motion (if desired);

Agenda Item #50 6-30-20 (Tyler Jury Manager SaaS Agreement)

Final Audit Report 2020-06-30

Created:	2020-06-30
By:	Thomas Skiles (blake.skiles@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIOOjKN70r8SCLmaD4l_zkw9EFS3-AAMn

"Agenda Item #50 6-30-20 (Tyler Jury Manager SaaS Agreemen t)" History

Document created by Thomas Skiles (blake.skiles@wilco.org)
2020-06-30 - 3:38:16 PM GMT- IP address: 66.76.4.65

Document emailed to aschiele@wilco.org for delegation
2020-06-30 - 3:39:13 PM GMT

Email viewed by aschiele@wilco.org
2020-06-30 - 5:11:55 PM GMT- IP address: 23.103.200.254

Document signing delegated to Judge Bill Gravell Jr. (bgravell@wilco.org) by aschiele@wilco.org
2020-06-30 - 5:12:11 PM GMT- IP address: 66.76.4.65

Document emailed to Judge Bill Gravell Jr. (bgravell@wilco.org) for signature
2020-06-30 - 5:12:12 PM GMT

Email viewed by Judge Bill Gravell Jr. (bgravell@wilco.org)
2020-06-30 - 7:40:10 PM GMT- IP address: 23.103.201.254

Document e-signed by Judge Bill Gravell Jr. (bgravell@wilco.org)
Signature Date: 2020-06-30 - 7:40:31 PM GMT - Time Source: server- IP address: 66.76.4.65

Signed document emailed to aschiele@wilco.org, Thomas Skiles (blake.skiles@wilco.org), becky.pruitt@wilco.org, and Judge Bill Gravell Jr. (bgravell@wilco.org)
2020-06-30 - 7:40:31 PM GMT

POWERED BY
Adobe Sign

Commissioners Court - Regular Session **37.**

Meeting Date: 07/21/2020

County Addendum for Storage Upgrade from FreeIT Data Solutions

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 purchase of Frontier Ethernet Internet Access Services from Freeit Data Solutions, Inc. in the amount of $354,642.27 per the terms of DIR Contract #DIR-TSO-3944, all related County Addenda to support the operations of the Williamson County ITS Department and authorizing execution of the documents.

Background

This item is the storage upgrade that is needed as our use of technology expands and our storage and retention needs grow. This will provide capacity for current and future backup and recovery needs. Department point of contact is Richard Semple. Funding Source CARES Funds 418P.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum/Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/16/2020 09:36 AM
County Judge Exec Asst.	Andrea Schiele	07/16/2020 09:38 AM
Form Started By: Andrew Portillo		Started On: 07/14/2020 02:13 PM
Final Approval Date: 07/16/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR PURCHASE OF GOODS AND SERVICES DURING COVID-19 OPERATIONS (Federal Emergency Management Agency "FEMA" Requirements)

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Federal and Texas law, including but not limited to Federal Emergency Management Agency Rules and Regulations, 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 AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Freeit Data Solutions (hereinafter "Vendor"). Customer agrees to engage Vendor as an independent Contractor, to assist in providing certain goods or 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. Vendor Quote dated 7/2/2020;
B. Vendor Sales Agreement;
C. Williamson County Agreement Addendum; and
D. Any necessary insurance certificates.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

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

III.

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

IV.

Good Faith: Vendor agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

V.

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

VI.

Texas Law Applicable to Indemnification and Limitation of Liability: All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

VII.

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

VIII.

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

IX.

Right to Audit: Vendor agrees that Customer 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 Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that Customer shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Vendor reasonable advance notice of intended audits. In no circumstances will Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

X.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the Agreements relevant to this Agreement.

XI.

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

XII.

No Assignment: This agreement may not be assigned by either party without prior written consent.

ADDITIONAL REQUIREMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") COMPLIANCE:

XIII.

Clean Air Act and The Federal Water Pollution Control Act Compliance: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

XIV.

Suspension and Debarment: (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XV.

Recovered Materials: (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(a) Competitively within a timeframe providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

XVI.

Access to Records: The following access to records requirements apply to this Agreement:

(1) The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XVII.

Use of DHS Seals and Related Items: The Vendor shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

XVIII.

Compliance with Federal Law and FEMA Rules: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement.

The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XIX.

Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended): Vendors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

XX.

No Federal Government Obligations: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from this Agreement.

XXI.

False Claims Act Compliance and Program Fraud Prevention: The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this Agreement.

XXII.

County Judge or Presiding Officer Authorized to Sign Agreement: 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:	Vendor:
_____	_____
Authorized Signature	Authorized Signature
Date:_____, 2020	Date: July 08, 2020

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

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

Quote Number: 834034
Quote Date: 7/2/2020
Expiration Date: 8/1/2020

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

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

Qty	Part Number	Description	Unit Price	Ext Price
Freeit Data Solutions Hardware and Rubrik r6412s - 29 month Term				
Hardware/Software				
1	RBK-R6412SHW-01	r6412s Appliance, 4-node, 144TB raw HDD, 1.6TB SSD, SFP+ NIC	$25,825.17	$25,825.17
1	RBK-R6408-RCDM	RCDM for r6412 Appliance, 4-node, 144TB raw, software tied to life of device	$98,698.76	$98,698.76
1	RBK-OBJ-STORAGE	Perpertual Archival to On-premises Object Storage/NFS	$0.00	$0.00
1	RBK-FNDN-R6412	29 months of Rubrik Foundation Add-On Edition for r6412, incl. Polaris GPS, CloudOut and Premium Support, subscription prepay	$14,024.40	$14,024.40
1	RBK-CLON-UNL-RCDM	29 months of CloudOn Unlimited add-on to RCDM, incl. Premium Support, subscription prepay	$30,683.47	$30,683.47
1	RBK-POL-RADAR	29 months of Polaris Radar unlimited add-on to RCDM, incl. Polaris GPS and Premium Support, subscription prepay	$38,239.85	$38,239.85
6	RBK-NAS-D-A	29 months of NAS Direct Archive for 10 FETB, incl. Premium Support, subscription prepay	$3,571.20	$21,427.20
1	RBKSONAR	29 month subscription of Polaris Sonar for data governance and regulatory compliance, Premium Support, per usable BETB **Subscription Period Duration:** 29 Months	$1,094.98	$1,094.98
2	C9500-48Y4C-A	CATALYST 9500 48-PORT 25/100G ONLY, ADVA	$12,384.50	$24,769.00
6	PI-LFAS-T	PRIME INFRASTRUCTURE LIFECYCLE & ASSURAN	$0.00	$0.00
6	PI-LFAS-AP-T-3Y	PI DEV LIC FOR LIFECYCLE & ASSURANCE TER	$0.00	$0.00
2	C9K-PWR-650WAC-R	650W AC CONFIG 4 POWER SUPPLY FRONT TO B	$0.00	$0.00
4	CAB-9K12A-NA	POWER CORD, 125VAC 13A NEMA 5-15 PLUG, N	$0.00	$0.00
2	C9500-NW-A	C9500 NETWORK STACK, ADVANTAGE	$0.00	$0.00
2	C9K-PWR-650WAC-R/2	650W AC CONFIG 4 POWER SUPPLY FRONT TO B	$1,374.45	$2,748.90
2	C9500-DNA-48Y4C-A	C9500 DNA ADVANTAGE, TERM LICENSE	$0.00	$0.00
2	C9500-DNA-A-3Y	CISCO CATALYST 9500 DNA ADVANTAGE 3 YEAR	$8,094.29	$16,188.58
2	S9500UK9-169	UNIVERSAL	$0.00	$0.00
2	C9K-F1-SSD-BLANK	CISCO PLUGGABLE SSD STORAGE	$0.00	$0.00
2	NETWORK-PNP-LIC	NETWORK PLUG-N-PLAY LICENSE FOR ZERO-TOU	$0.00	$0.00
4	C9K-T1-FANTRAY	CATALYST 9500 TYPE 4 FRONT TO BACK COOLI	$0.00	$0.00
1	FDS-AR3300	SX 42U/600MM/1200MM RACK ENCL ROOF SIDES BLK	$1,934.66	$1,934.66
2	FDS-SMX3000LV	SMART UPS X 3000VA RT 100/127V PERP L5-30P LCD	$1,676.96	$3,353.92
2	FDS-SMX120BP	SMART UPS X 120V EXT BATTERY BATT PACK RACK TOWER	$719.25	$1,438.50
2	FDS-AP8632	RACK PDU 100-120V 30A 0U PERP 24X5-20R 2G METERED-BY-OUTLET	$1,306.11	$2,612.22
Rubrik Support				
1	RBK-SVC-PREM-HW	Premium Support for hardware, prepay	$8,113.40	$8,113.40
1	RBK-SVC-PREM-SW	Premium Support for RCDM software, prepay	$54,860.06	$54,860.06
1	RBK-SVC-PREM-OBJ-STORAGE	Premium Support, Archival to On- premises Object Storage/NFS	$0.00	$0.00
		Support Period Duration: 29 Months		
Switch Support				
2	CON-SNT-C9504YA4	SNTC-8X5XNBD CATALYST 9500 48-PORT 25/10	$4,314.60	$8,629.20
		Support Period Duration: 36 Months		

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

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

Quote Number: 834034
Quote Date: 7/2/2020
Expiration Date: 8/1/2020

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

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

Qty	Part Number	Description	Unit Price	Ext Price
			List Total:	$997,934.49
			DIR Discounted Total:	$919,999.30
			Shipping and Tax not applicable:	$0.00
			Additional Discount:	($565,357.03)
			Grand Total:	$354,642.27

Williamson County

Printed Name & Title

Signature **Date**

Freeit Data Solutions

Dulari von Christierson, Director of Operations

Printed Name & Title

07/08/2020

Signature **Date**

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

Commissioners Court - Regular Session **38.**

Meeting Date: 07/21/2020

Addendum for Frontier Service Agreement & FreeIt

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 purchase of Frontier Ethernet Internet Access Services from Freeit Data Solutions in the amount of $60,000.00 per the terms of DIR Contract #DIR-TSO-4229, the Services Agreement between Williamson County and Frontier Communications and all related County Addenda to support the operations of the Williamson County ITS Department and authorizing execution of the documents.

Background

This is additional network bandwidth that's needed due to the increase in remote access and teleworking and is paid for from the CARES Act funding. The Freeit Data Solutions quote dated 7/2/2020 does not require execution by either party. Department point of contact is Richard Semple. Funding Source CARES Funds 418P.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

frontier service contract
frontier quote
Frontier Addendum
Freeit Addendum
FreeIt quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/15/2020 05:40 PM
County Judge Exec Asst.	Andrea Schiele	07/16/2020 08:01 AM
Form Started By: Andrew Portillo		Started On: 07/14/2020 04:10 PM
Final Approval Date: 07/16/2020		

This Frontier Services Agreement ("FSA") is effective as of 07/07/2020 by and between Frontier Communications of America, Inc. on behalf of itself and its affiliates which provide Equipment and Services identified in the Schedules ("Frontier"), and **Williamson County**, whose primary address is 911 Tracy Chamber, Georgetown, Texas, 78626 ("Customer").

1. Provision of Services and Equipment

a. Frontier will provide and the Customer agrees to pay for the communications, installation and maintenance services (collectively "Service"), and/or purchase or lease equipment ("Equipment"), described in this FSA and Schedules executed by Customer.

b. Customer acknowledges that certain Services may be governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this FSA and an applicable tariff, the tariff shall control except with respect to pricing, early termination charges or cancellation charges for which this FSA shall control.

c. Frontier will provide, maintain and repair the Frontier owned facilities and equipment used to provide the Services ("Frontier('s) Network"), up to and including the point at which Frontier's Network is made available for interconnection to Customer's premises equipment or inside wiring. Customer shall provide Frontier reasonable access to Customer's premises during normal business hours for the purpose of installing, inspecting, testing, rearranging, repairing or removing any Frontier Network components, including obtaining approvals, permits or licenses from third parties as necessary. Customer will cooperate in good faith and provide all reasonable information and authorizations required by Frontier for the purpose of installing Services and/or Equipment, performing routine network grooming, maintenance, upgrades, and addressing emergencies, including but not limited to design layout records of any Customer or third party network elements to be connected to the Services and Letters of Agency allowing Frontier to act on the Customer's behalf related to the Services and auxiliary third party services.

d. Only authorized agents and representatives of Frontier may perform maintenance work with respect to Frontier's Network. Any repair, alteration, configuration or servicing of Frontier's Network, Services or Equipment by Customer or third parties without the written consent of Frontier is a material breach of this FSA and cause for termination at Frontier's option.

e. If Frontier is unable to commence performance hereunder due to circumstances within Customer's control, any related costs incurred by Frontier, including but not limited to travel at normal rate and overtime labor rate expenses, will be reimbursed by Customer. Customer will reimburse Frontier for all costs incurred for installation, maintenance and repair if: (i) Frontier's Network is altered, maintained or repaired by any party other than Frontier, without Frontier' prior written consent, (ii) the malfunction of the Service or Equipment is the result of mishandling, abuse, misuse, improper operation, improper storage, or improper installation by anyone other than Frontier (including use in conjunction with equipment electrically or mechanically incompatible); or (iii) if the problem originated from a source unrelated to Frontier's Network.

f. Customer will provide (i) suitable building facilities (including but not limited to space, circuitry, power, backup power, and surge protectors) for the installation, operation, and maintenance of Frontier's Network in accordance with manufacturer's documentation and Frontier's installation standards, more fully described in the applicable Schedule; and (ii) a well-lighted and safe working area that complies with all local safety standards and regulations.

g. The Services or Equipment may be connected with the services or facilities of other carriers. Frontier may, when authorized by Customer and as may be agreed to by Frontier, act as Customer's agent for ordering facilities provided by other carriers to allow such connection of Customer's locations to Frontier's Network or to the network of an underlying carrier or service.

h. Customer is responsible for all charges billed by other carriers or third parties. Frontier shall not be responsible for the installation, operation, repair or maintenance or performance of equipment, facilities, software or service not provided directly by Frontier. Customer is responsible to provide equipment compatible with the Service or Equipment and Frontier's Network, and any wiring required to extend a communications termination and/or demarcation at the Customer premises. Customer will provide suitable building facilities for the provision of Services in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes, and Frontier's installation standards.

i. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Services and Equipment. Customer is solely responsible for (a) ensuring that all of Customer's data is adequately secured, documented and backed-up at all times and (b) reimbursing Frontier for costs incurred by Frontier related thereto. Frontier and its contractors are not responsible or liable for data loss and/or unauthorized or fraudulent use of Customer Services or Equipment for any reason and Customer agrees to reimburse Frontier for costs incurred by Frontier related thereto.

j. Frontier will manage the Frontier Network in Frontier's sole discretion, and reserves the right to substitute, change or rearrange any equipment or facilities used in delivering Services or provisioning the Equipment. Frontier will endeavor to provide reasonable notice prior to any scheduled maintenance, planned enhancements or upgrades, which may result in a degradation or disruption in Service. Frontier reserves the right to suspend Service for emergency maintenance to Frontier's Network without notice to Customer. Customer shall designate a primary contact for receipt of such notice.

k. Customer represents and warrants that its use of the Service and Equipment will comply and conform with all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of this FSA and Customer will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities with respect to such use.

l. Except as expressly identified in a Schedule, Customer and its employees shall be the only permitted end-user of the Services and leased Equipment. Customer shall not resell or bundle the Services or leased Equipment, nor permit any third party to access the Services or leased Equipment in exchange for compensation of any kind.

2. Term

The term of this FSA will commence as of the date identified in the introductory paragraph above or the date the FSA is executed by both Parties, whichever is later (the "Effective Date") and will continue through the Service Term with respect to any Service or Equipment provided pursuant to this FSA. Customer will purchase the Services, or lease Equipment, identified in each Schedule for the period of time stated in the Schedule (the "Service Term"). Unless otherwise stated in the Schedule, the Service Term and billing for the Service, will begin upon the earlier of (i) Customer's use of the applicable Service(s) or Equipment or (ii) five (5) days following Frontier's installation of such Service(s) or Equipment, and such date is deemed the commencement of the applicable Service Term. If neither party provides the other with written notice of its intent to terminate a Service at least sixty (60) days prior to expiration, the Service Term of each Service will automatically renew for additional one-year periods, subject to the terms and conditions of this FSA and at the then applicable one-year term rate, excluding promotional rates. If the parties agree to negotiated renewal terms, such terms will not be effective unless and until documented in writing and executed by both parties.

3. Payment

a. Customer shall pay all charges set forth in the Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer any non-recurring charges ("NRC"), monthly recurring charges ("MRC"), and usage based charges.

b. In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay all applicable federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (excluding taxes based on Frontier's net income), or any charges in lieu thereof, and any applicable surcharges or fees, whether government mandated or Frontier initiated including but not limited to Primary Interexchange Carrier Charge, Federal Pre-Subscribed Line Charge, Carrier Cost Recovery Surcharge, E-911, and Universal Service and Local Number Portability, in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges and penalties incurred as a result of Customer's use of the Services or Equipment and/or unauthorized or fraudulent use thereof due to Customer's conduct.

c. All payments shall be due within thirty (30) days of the invoice date and, in addition to and not in lieu of any other remedies Frontier may have hereunder or under the law as a result of Customer's failure to pay, late payments shall be subject to a late payment fee of the lesser of one and one-half percent (1.5%) per month or the maximum allowed by law. In the event Customer disputes any invoiced amount, Customer will pay all charges not disputed, and notify Frontier of the dispute in writing, providing an explanation of the basis for the dispute. If Frontier does not receive notice of a payment dispute by Customer within ninety (90) calendar days after the date of an invoice, such invoice will be final and not subject to further challenge. For the purpose of computing partial month charges, a month will consist of thirty (30) calendar days. Frontier reserves the right to immediately suspend or terminate any or all Services or the installation or lease of any or all Equipment if Customer is overdue more than thirty (30) days for payments that have not been disputed in good faith.

3. Cancellation and Early Termination Charges

a. If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a cancellation charge equal to the NRC and one (1) month of MRC for the Service, plus the total costs and expenditures of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of cancellation, including but not limited to any Equipment restocking fees.

b. Following installation, Customer may terminate a Service or Equipment by providing at least thirty (30) days prior written notice to Frontier. All unpaid amounts shall be due upon termination of any Service identified in a Schedule for any reason. In addition, and unless otherwise specifically provided in the applicable Schedule, if any Service or Equipment is terminated by Customer for any reason other than breach by Frontier or by Frontier due to Customer's breach, then Customer shall pay Frontier a termination charge equal to the applicable MRC and all related taxes and surcharges multiplied by the number of months remaining in the Service Term. Partial months shall be prorated.

c. Customer agrees that Frontier's damages in the event of early termination will be difficult or impossible to ascertain, and that the charges identified in this Section are intended, therefore, to establish liquidated damages in the event of termination and are not intended as a penalty.

4. Limitation of Liability and Warranty Provisions

a. The liability of Frontier and its affiliates related to this FSA or the Service or Equipment provided under this FSA, shall in no event exceed the limitations of liability set forth in the applicable tariffs, or regulatory rule or order. If there is no applicable tariff, regulatory rule or order, the total amount paid for the applicable Service or Equipment during the prior 12 months. In cases of an Outage, Frontier's liability shall be limited to 1/720 of the MRC for each hour after Frontier is notified of the Outage. An "Outage" is an interruption in Service or use of the Equipment caused by a failure of Frontier's Network, excluding degradation or disruption due to planned or emergency maintenance or an event outside Frontier's direct control. Notwithstanding the above, Frontier will not be liable to Customer for interruptions in Services or Equipment caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Frontier. In addition, there will be no credits, reductions or set-offs against charges for Services or Equipment, or for interruptions of Services or Equipment, except as expressly set forth herein.

b. IN NO EVENT WILL FRONTIER OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. FRONTIER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, LOSS OF USE, COST, CLAIM OR EXPENSE EXPERIENCED OR INCURRED BY CUSTOMER OR THIRD PARTIES RESULTING FROM THE USE OF THE SERVICES OR EQUIPMENT PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO DAMAGE, LOSS OR LOSS OF USE OF CUSTOMER DATA OR FRAUD BY THIRD PARTIES.

c. Frontier warrants that Frontier's Network will be maintained in good working order. If any Service does not function substantially in accordance with applicable Service specifications as a result of Frontier's failure to maintain Frontier's Network (excluding degradation related to the acts or omissions of Customer or anyone using the Services, a force majeure event, or scheduled maintenance), Frontier's sole obligation is to repair the affected Service at Frontier's expense. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO FRONTIER'S NETWORK, SERVICES OR EQUIPMENT PROVIDED PURSANT TO THESE TERMS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. FRONTIER DOES NOT WARRANT THAT THE SERVICES OR EQUIPMENT OR ACCESS OR OPERATION OF THE SERVICES OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

d. This FSA shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of Frontier's Services and/or the Equipment provided under this FSA will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

e. Customer agrees that the Services and Equipment, and Frontier's performance hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.

f. No action, regardless of form, arising out of this FSA or the Schedules may be brought more than two (2) years after the cause of action has arisen or charges have been billed whichever is earlier. The parties hereby waive the right to invoke any different limitation on the bringing of actions provided under applicable law.

5. Indemnification

Customer shall indemnify, defend and hold Frontier and its affiliates, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out or relating to any claim, action or proceeding brought by any third party based upon: (i) Customer's breach of this FSA; (ii) Customer's negligence or willful misconduct in the performance of its obligations under this FSA; (iii) use of the Equipment or Services, including but not limited to the content of communications transmitted thereby; (iv) any infringement of intellectual property or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right arising from Customer's or any other person's use of the Equipment or Services, any combination of the Equipment or Services with other products or services not provided by Frontier, or any modification of the Equipment or Services by anyone other than Frontier; (v) any bodily injury (including illness or death) or

property damage caused by Customer or anyone within its control. The obligations under this Section 6 are independent of any other obligation under this FSA.

6. Confidentiality

a. Both parties agree that all terms and conditions set forth in this FSA shall be considered confidential, and that details of the terms of this FSA, shall not be disclosed to third parties, other than affiliates, employees, agents or contractors who have a need to know such information in the scope of their employment or engagement, without the prior written consent of the other party, unless required by law.

b. Customer and Frontier may disclose to each other information that is confidential in nature. In order to receive confidential treatment, all such information (hereafter "Information") shall be either (i) clearly marked as confidential if written, or clearly identified as confidential if oral or (ii) reasonably understood by the recipient, based on the nature of the Information or the circumstances of disclosure, to be confidential or proprietary to the discloser. Except as required by law or regulation, Customer and Frontier agree not to disclose any Information to any third party and to keep Information in a secure place available only to employees, affiliates, contractors or agents who are subject to obligations of confidentiality no less restrictive than those set forth herein, and who need to know the Information for purposes of the business dealing between Customer and Frontier, and to use Information only in connection with such business dealings. This Section is enforceable by injunction.

c. Information will lose its confidential status if obtained legitimately from a third party without restriction or upon the expiration of five (5) years from delivery of each item of Information. Information shall remain the property of the disclosing party and shall be returned to such party on request or upon termination of the business dealing between Customer and Frontier.

d. Notwithstanding anything herein to the contrary, Frontier shall have the right to include Customer's name in a public list of current customers who use Frontier's services, provided Frontier does not make any representation with respect to Customer and does not attribute any endorsements to Customer, without Customer's prior written consent. In addition, Frontier may publicly identify Customer as a new customer of Frontier or an existing customer obtaining expanded or additional services from Frontier, as the case may be.

7. Breach

a. Breach by Customer: If Customer fails to make any payment when due and such failure continues for five (5) days after notice, or Customer fails to comply with any other term or condition of this FSA or any Schedule and such failure continues for thirty (30) days after notice, then Frontier may either suspend the applicable Schedule (or any portion thereof) until the breach is remedied, terminate the applicable Schedule (or any portion thereof), or terminate this FSA and all Schedules. Notwithstanding the foregoing, Frontier may immediately suspend Services and, after giving notice to Customer with an opportunity to respond appropriate to the circumstances and Customer's failure to respond, Frontier may terminate any or all Services, retrieve Frontier Network elements from the service location and Equipment for which title has not transferred to Customer, in the following circumstances: (i) in the event of unauthorized, unlawful or improper use or abuse of the Frontier Network or Service; (ii) if, in the reasonable judgment of Frontier, Customer's use of the Frontier Network or Service has or will damage or have an adverse effect on Frontier's Network, its personnel, property or service; (iii) such action is necessary to meet the exigencies of an emergency; or (iv) a court or other governmental authority having jurisdiction issues an order prohibiting Frontier from furnishing the Equipment or Services to Customer.

b. Breach by Frontier: If Frontier has not remedied any breach within thirty (30) days after Frontier's receipt of written notice from Customer of such breach (providing reasonable detail), Customer may terminate the Service which is the subject of such breach. This is Customer's exclusive remedy for a breach by Frontier.

8. Force Majeure

In no event will Frontier or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts or omissions of Customer, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; terrorism; cyber security events; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

9. Assignment

This FSA may not be assigned by either party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, except that Frontier may assign this FSA to any successor to the business of Frontier by merger, consolidation or sale of assets or to any corporation controlling, controlled by or under common control with Frontier. Frontier may subcontract portions of the work to be performed hereunder to provision the Services or Equipment.

10. Work Site Conditions

a. If asbestos, or material containing asbestos, or any other hazardous or toxic materials are discovered during work pursuant to this FSA, Frontier will suspend its work for a reasonable period of time to permit Customer to engage a qualified firm to remove and dispose of the asbestos or other toxic or hazardous materials from the site. Such suspension may result in an equitable adjustment to the charges identified in the related Schedule, based on any increase in costs incurred by Frontier.

b. Customer agrees to release, indemnify, defend and hold harmless Frontier from and against any damages, losses, claims, demands or lawsuits arising out of or relating to the presence, removal or disposal of asbestos or any other hazardous or toxic material from the Customer's premises or location where Services or Equipment will be installed.

11. Title and Risk of Loss

a. Risk of loss or damage for Frontier Network elements installed at a Customer designated service location shall pass to Customer at time of delivery to Customer.

b. Any Frontier Network elements or Equipment installed at Customer's premises or location where Services or Equipment will be installed (which is leased or for which title has not transferred to Customer) remain the personal property of Frontier or Frontier's assignee, notwithstanding that it may be or become attached to or embedded in realty, and upon termination of this FSA or any Schedule (in whole or in part), all Frontier property shall be returned to Frontier in the same condition as installed, normal wear and tear excepted. Customer will not tamper with, remove or conceal any Frontier identifying plates, tags or labels. In the event Frontier property is not returned to Frontier in accordance with this Section, Customer will be billed for and pay to Frontier an amount equal to the retail value of the Frontier property, except to the extent such failure is caused by the negligence or willful misconduct of Frontier or its agents.

12. Competition

Customer recognizes the availability of competitive alternatives for receiving the Services and Equipment provided under this FSA, and has freely elected to enter into this FSA in order to receive the benefits it offers.

13. Government Regulation

To the extent that any Service(s) provided hereunder are subject to the jurisdiction of the Federal Communications Commission ("FCC") or any state public utilities commission or other regulatory agency, this FSA shall at all times be subject to changes, modifications, orders and rulings by the FCC and/or state public utilities commission or other regulatory agency. Frontier reserves the right to suspend, modify or terminate any Service without liability where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction, (i) prohibits, restricts or otherwise prevents Frontier from furnishing such Service, or (ii) has a material negative impact on Frontier's performance

hereunder or the benefits provided by this FSA. If provision of any Service pursuant to this FSA is subject to advance approval of the FCC and/or any state public utilities commission, this FSA shall not become effective with respect to such Service until after receipt by Frontier of written notice of such approval.

14. Governing Law

This FSA shall be governed by and construed according to the laws of the State in which Services or Equipment are being provided hereunder without regard to its conflicts of laws provisions. Any related litigation may be brought in any State or Federal courts of competent jurisdiction within such State. Customer and Frontier consent to personal jurisdiction in such courts.

15. No Waiver

If either party fails, at any time, to enforce any right or remedy available to it under this FSA, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

16. Severability

A declaration by any court, or other binding legal source, that any provision of this FSA or any Schedule is illegal and void, will not affect the legality and enforceability of any other provisions of this FSA, unless the provisions are mutually dependent.

17. Notice

All notices provided pursuant to this FSA will be in writing and delivered by registered or certified US Mail, postage prepaid, or by commercial overnight delivery service, or by facsimile, or by regular mail and shall be deemed delivered either on the date of return receipt acknowledgment (in the case of certified US Mail), or on the next day after the sending of the notice if sent overnight mail, or three (3) days after mailing if by regular mail to the address of the party designated to receive such notice.

18. Independent Relationship

Each party understands and agrees that it and its personnel are not employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times.

19. Dispute Resolution

Except as otherwise specifically provided in or permitted by this FSA, all disputes arising in connection with this FSA shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of ninety (90) calendar days or any agreed further period, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available at law or in equity. Customer and Frontier agree that each may only bring claims against the other in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

20. Authorization and Entire Agreement

Each party represents that the person executing this FSA is authorized to enter into this FSA on its behalf. This FSA and any Schedules executed by the parties constitute the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This FSA may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party. Notwithstanding anything otherwise stated, a Customer purchase order document (whether signed by one or both parties) shall be construed solely as evidence of Customer's internal business processes, and the terms and conditions contained thereon shall be void and of no effect or application toward this FSA.

Frontier Communications of America, Inc.		**Williamson County**	
Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:	7/7/20	Date:	
Contractual Notice:	Frontier Communications 111 Field Street Rochester, NY 14620 Attn: Legal Department	Contractual Notice:	911 Tracy Chamber, Georgetown, Texas, 78626 Attn: Legal Department

Frontier COMMUNICATIONS

ETHERNET INTERNET ACCESS (EIA) SCHEDULE

Frontier Confidential

This is Schedule Number S-0000241366 to the Frontier Services Agreement dated **July** 7, 2020 **("FSA")** by and between **Williamson County** ("Customer") and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location:	**911 Tracy Chamber, Georgetown TX 78626**	**Schedule Date:**	**July 7, 2020**
Schedule Type/Purpose:	**Order for new Services**	**Service Term:**	**60 months**

Service Summary	NRC	MRC
Ethernet Access Circuit(s) (details in Table 1)	$ **0.00**	$ **1000.00**
Static Block(s) (*NRC waived on Renewal; details in Table 2)	$ **0.00**	$ **0.00**
Special Construction	$ **0.00**	$ **0.00**
Total:	**$ 0.00**	**$ 1000.00**

Table 1: Ethernet Access Circuit

Service Location	Service Address, and NPA NXX:	Service		Charges NRC	Charges MRC
A new	911 Tracy Chamber, Georgetown, TX, 78626,	Access CIR (Mbps)	**1000 Mbps** Mbps	$ **0.00**	$ **1000.00**
B	street, city, state, zip, NPA NXX	Access CIR (Mbps)	**Select** Mbps	$	$
C	street, city, state, zip, NPA NXX	Access CIR (Mbps)	**Select** Mbps	$	$
D	street, city, state, zip, NPA NXX	Access CIR (Mbps)	**Select** Mbps	$	$
E	street, city, state, zip, NPA NXX	Access CIR (Mbps)	**Select** Mbps	$	$
			Subtotal:	$ **0.00**	$ **1000.00**

Table 2: IP Addresses

Static Block (*NRC waived on Renewal)	NRC	MRC
Service Location (from Table 1): A **new**	/29 - $0 NRC, $0 MRC	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Subtotal:	**$ 0.00**	**$ 0.00**

1. Service Description.

a. **Ethernet Internet Access** is a data transport configuration comprised of a physical User Network Interface (UNI). EIA can be used to support delivery of eligible Frontier services to a designated Customer Location (e.g. Frontier Connect – Cloud). Frontier provides EIA on a standard best efforts' basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. This is also commonly referred to as a Silver Ethernet Virtual Connection (EVC) to the Internet through the use of Virtual Local Area Networks (VLANs), for traffic separation, privacy, security and fault management. Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If Customer requests extensions beyond the MPOE, such extension (s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

2. Special Construction: All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to proceeding ("Special Construction"). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule.

3. Obligations of Customer. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance.

4. After Hours/Holiday Labor Hours. If Customer desires coordinated turn up services ("After Hours") during non-business hours, defined below, then the After Hours services shall be provided at the rate of $175.00 per hour. Non-business hours include: (1) weeknights between the hours of 5:00 p.m. and 7:59 a.m. local time; (2) weekends, including Saturday and/or Sunday and (3) the Frontier designated holidays (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day).

CE 2.0 MEF CERTIFIED

Such After Hours services may be subject to change, based upon Frontier's reasonable determination of increases in actual costs to provide such After Hours services, determined in accordance with generally accepted commercial accounting practices, and consistent with After Hours service charges for projects comparable to the project outlined in this Schedule

5. Internet Acceptable Use Policy and Security. Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy (**"AUP"**), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

6. Service Level Agreement. The Ethernet Internet Access Service Level Agreement for Ethernet Internet Access is attached hereto and incorporated herein as Exhibit 1.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

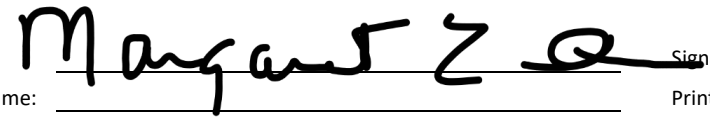
Frontier Communications of America, Inc.		**Williamson County**	
Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:	7/7/20	Date:	

EXHIBIT 1

Service Level Agreement

This Ethernet Internet Access Service Level A Agreement ("SLA") applies to an Ethernet Internet Access (EIA) Schedule, executed by and between **Williamson County** ("Customer") and **Frontier Communications of America, Inc.** ("Frontier"). The terms of this SLA apply exclusively to the Ethernet network elements directly within Frontier's management responsibility and control ("On-Net Service").

1. Operational Objectives

A. **Availability**: Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence ("POP") or EIA Customer egress port (Z location) via the ingress port (A location). "Service Outage" occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the On-Net Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier's On-Net Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 3 and 4 below.

Table 1A: Ethernet Internet Access		
Circuit Availability (CA)		**MRC Service Credit**
Availability	**99.99%**	Below 99.99% Service Credit 30% MRC

B. **Mean Time to Repair (MTTR)**: MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier's reinstatement of the EIA Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in **Table 1B**, subject to Sections 3 and 4 below.

Table 1B: Ethernet Internet Access		
Mean Time To Repair		**MRC Service Credit**
MTTR	**4 Hours**	25 % MRC above 4 hrs
		50% MRC above 6 hrs.

2. Service Outage Reporting Procedure.

A. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.

B. When EIA Service is suffering from a Service Outage, Customer must contact Frontier's commercial customer support center (also known as the "NOC") at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier's equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer's cost and at Frontier's standard technician rates.

C. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected EIA Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.

D. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at Frontier's standard rates.

3. Credit Request and Eligibility.

A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable EIA Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier's equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.

B. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting form Force Majeure events as defined in Customer's FSA . In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.

C. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted EIA Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits.

D. This SLA guarantees service performance of Frontier's Ethernet Internet Access services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third party non-partner carrier.

E. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.

F. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.

4. **Chronic Outage:** An individual EIA Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an EIA Service reaches Chronic Outage status, then Customer may terminate the affected EIA Service without penalty; provided that Customer must exercise such right within ten (10) days of the EIA Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR PURCHASE OF GOODS AND SERVICES DURING COVID-19 OPERATIONS (Federal Emergency Management Agency "FEMA" Requirements)

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Federal and Texas law, including but not limited to Federal Emergency Management Agency Rules and Regulations, 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 AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and ____Frontier_____ (hereinafter "Vendor"). Customer agrees to engage Vendor as an independent Contractor, to assist in providing certain goods or 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. Vendor Quote dated _7/2/2020_____;
B. Vendor Sales Agreement;
C. Williamson County Agreement Addendum; and
D. Any necessary insurance certificates.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

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

III.

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

IV.

Good Faith: Vendor agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

V.

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

VI.

Texas Law Applicable to Indemnification and Limitation of Liability: All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

VII.

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

VIII.

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

IX.

Right to Audit: Vendor agrees that Customer 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 Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that Customer shall have access during normal working hours to all necessary Vendor 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 Vendor reasonable advance notice of intended audits. In no circumstances will Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

X.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the Agreements relevant to this Agreement.

XI.

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

XII.

No Assignment: This agreement may not be assigned by either party without prior written consent.

ADDITIONAL REQUIREMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") COMPLIANCE:

XIII.

Clean Air Act and The Federal Water Pollution Control Act Compliance: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

XIV.

Suspension and Debarment: (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XV.

Recovered Materials: (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe

providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

XVI.

Access to Records: The following access to records requirements apply to this Agreement:

(1) The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XVII.

Use of DHS Seals and Related Items: The Vendor shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

XVIII.

Compliance with Federal Law and FEMA Rules: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA

policies, procedures, and directives.

XIX.

Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended): Vendors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

XX.

No Federal Government Obligations: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from this Agreement.

XXI.

False Claims Act Compliance and Program Fraud Prevention: The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this Agreement.

XXII.

County Judge or Presiding Officer Authorized to Sign Agreement: 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:	Vendor:
_____	_____
Authorized Signature	Authorized Signature
Date:_____, 2020	Date: 7/8/, 2020

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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(4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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(2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XVII.

Use of DHS Seals and Related Items: The Vendor shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

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XX.

No Federal Government Obligations: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from this Agreement.

XXI.

False Claims Act Compliance and Program Fraud Prevention: The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this Agreement.

XXII.

County Judge or Presiding Officer Authorized to Sign Agreement: 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:	Vendor: Freeit Data Solutions, Inc.
_____	_____
Authorized Signature	Authorized Signature
Date:_____, 2020	Date: July 8th, 2020

Freeit™
DATA SOLUTIONS

Contract No:	DIR-TSO-4229
TAX ID#:	27-2209002
Term:	NET 30
FOB:	Destination

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

Quote Number: 241366
Quote Date: 7/2/2020
Expiration Date: 8/1/2020

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

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

Qty	Part Number	Description	Unit Price	Ext Price
Freeit Data Solutions Ethernet Internet Access Services - 5yr Contract Term				
Service				
60	FDS-ACCESS-CIR	Ethernet Access Circuit - 1000 Mbps	$1,000.00	$60,000.00
		Location: 911 Tracy Chambers Ln., Georgetown, TX 78626		

List Total:	$70,588.20
DIR Discounted Total:	$60,000.00
Shipping and Tax not applicable:	$0.00
Grand Total:	$60,000.00

Freeit™
DATA SOLUTIONS

Contract No:	DIR-TSO-4229
TAX ID#:	27-2209002
Term:	NET 30
FOB:	Destination

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

Quote Number: 241366
Quote Date: 7/2/2020
Expiration Date: 8/1/2020

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

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

Qty	Part Number	Description	Unit Price	Ext Price

1. Service Description.

a. Ethernet Internet Access is a data transport configuration comprised of a physical User Network Interface (UNI). EIA can be used to support delivery of eligible Frontier services to a designated Customer Location (e.g. Frontier Connect – Cloud). Frontier provides EIA on a standard best efforts' basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. This is also commonly referred to as a Silver Ethernet Virtual Connection (EVC) to the Internet through the use of Virtual Local Area Networks (VLANs), for traffic separation, privacy, security and fault management. Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If Customer requests extensions beyond the MPOE, such extension (s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

2. Special Construction: All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to proceeding ("Special Construction"). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule

3. Obligations of Customer. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance.

4. After Hours/Holiday Labor Hours. If Customer desires coordinated turn up services ("After Hours") during non-business hours, defined below, then the After Hours services shall be provided at the rate of $175.00 per hour. Non-business hours include: (1) weeknights between the hours of 5:00 p.m. and 7:59 a.m. local time; (2) weekends, including Saturday and/or Sunday and (3) the Frontier designated holidays (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day). Such After Hours services may be subject to change, based upon Frontier's reasonable determination of increases in actual costs to provide such After Hours services, determined in accordance with generally accepted commercial accounting practices, and consistent with After Hours service charges for projects comparable to the project outlined in this Schedule.

5. Internet Acceptable Use Policy and Security. Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

6. Service Level Agreement. The Ethernet Internet Access Service Level Agreement for Ethernet Internet Access is attached hereto and incorporated herein as Exhibit 1. This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Williamson County

Printed Name & Title

Signature **Date**

Freeit Data Solutions

Printed Name & Title

Signature **Date**

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the terms and conditions and RMA policy located at www.freeitdata.com unless other terms and conditions are required pursuant to DIR-TSO-4229, which is incorporated herein as if copied in full, and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

Commissioners Court - Regular Session **39.**

Meeting Date: 07/21/2020

Williamson County Courthouse Panels

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 Facilities Resource Inc. to provide the installation of twenty-two (22) Acrylic Panel Screens at the Williamson County Courthouse in the amount of $6,076.40 per the terms of Omnia Contract #R191817 and authorizing execution of the agreement.

Background

This agreement is for the delivery and installation of twenty-two (22) Trendway Frosted Acrylic Panel Screens for the Williamson County Courthouse. Department point of contact is Bob Lubecker. Funding Source CARES Funds 418P.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/15/2020 04:30 PM
County Judge Exec Asst.	Andrea Schiele	07/15/2020 04:33 PM
Form Started By: Andrew Portillo		Started On: 07/15/2020 09:27 AM
Final Approval Date: 07/15/2020		

July 14, 2020

Mr. Bob Lubecker
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

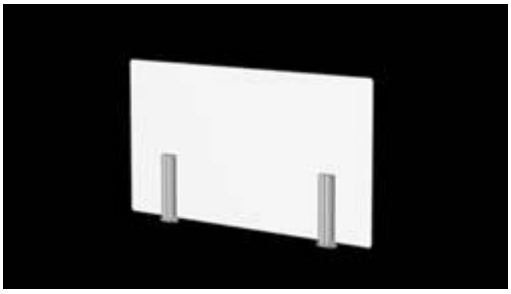
Re: 20186 ï Williamson County County Clerk Privacy Screens

Dear Bob:

PROJECT DESCRIPTION
Facilities Resource, Inc. is pleased to respond to your request for a fee proposal for furniture and services for the Williamson County Courthouse located in Williamson County, Texas.

SCOPE OF WORK
FRI will provide furniture and services as outlined below.

- **Furniture and Services will be provided by Facilities Resource, Inc.**
  - **(22) Trendway Frosted Acrylic Panel Screens** **$6,076.40**
    Trendway Omnia Partners Contract #R191817
    - **SCNSMPS4824**
      Single Screen Frosted Acrylic
      Post Style Bracket, Full Screen 48òx 24ò
      Bracket Finish: Sand (Matches Existing Finish)
      *Includes Receipt, Delivery and Installation



**Receipt, Delivery and Installation. Installation to be completed during regular business hours*

If this proposal is acceptable, please indicate by signing below and returning to me. This fee proposal is valid for 60 days from the date of this letter. We appreciate the opportunity to work with you and anticipate a successful project. If there is any further information we can provide, please contact me.

Agreed:

_____ Date: _____
Williamson County

Facilities Resource Inc.
11100 Metric Blvd
Suite 450
Austin, TX 78758
PH: 512-371-1232
FX: 512-371-9155

QUOTATION & CONTRACT

DATE	QUOTE #
07/14/20	**20186**
SALES REP	PAYMENT TERMS
General Sales	Net 30

BILL TO:	CUSTOMER PURCHASE ORDER	FINAL LOCATION:
Bob Lubecker Williamson County 710 S. Main Street Georgetown, TX 78626-5703 PH: 512.943.1625 C: 815.341.6271		Bob Lubecker Williamson County Clerk Williamson County 405 Martin Luther King Jr. St. Georgetown, TX 78626-4901 PH: 512.943.1625 C: 815.341.6271

SUMMARY INFORMATION
Trendway Omnia Partners Contract #R191817

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
1	22.00	SCNSMPS4824 .NP .E3A .T1 .G 48W X 24H ACRYLIC SINGLE SCREEN, POST MOUNT WORKSURFACE GAPPING: NO GAP INSERT MATERIAL: PLEXIGLASS FROSTED TRIM COLOR GROUP: SMOOTH TRIM COLORS SMOOTH TRIM COLOR: TO MATCH EXISTING -- ITEM LIST PRICE: $580.00	$ 276.20	$ 6,076.40
2		*Receipt, Delivery and Installation Included		

NOTES:	
	*Storage of product for up to 2 weeks is included in the proposal cost. Storage commences the date the product is received. *Additional storage will be calculated on a weekly basis and charged on a change order until the products leave the warehouse. Any outstanding storage change order older than 15 days will cause a hold on product release. **Facilities Resource, Inc. will assess a 3.5% convenience fee on all credit card transactions.

Facilities Resource Inc.
11100 Metric Blvd
Suite 450
Austin, TX 78758
PH: 512-371-1232
FX: 512-371-9155

QUOTATION & CONTRACT

DATE	QUOTE #
07/14/20	**20186**
SALES REP	PAYMENT TERMS
General Sales	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE

WE ARE PLEASED TO QUOTE THE FOLLOWING ITEMS FOR YOUR APPROVAL. THESE ITEMS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE SALE WHICH ARE PART OF THIS AGREEMENT. THE MERCHANDISE WILL BE ORDERED UPON RECEIPT OF THIS SIGNED CONTRACT AND DEPOSIT. THIS OFFER WILL EXPIRE 30 DAYS FROM THE QUOTATION DATE. THIS QUOTATION, WHEN ACCEPTED IS A CONTRACT BINDING ON BOTH PARTIES AND IS NOT SUBJECT TO CHANGE OR CANCELLATION EXCEPT BY WRITTEN CONSENT BY BOTH PARTIES.

x Margaret Teinert Digitally signed by Margaret Teinert DN: cn=Margaret Teinert, o=Facilities Resource, Inc., ou, email=mteinert@fri-texas.com, c=US Date: 2020.07.14 09:18:47 -05'00' Date 07/14/20

Principal

Facilities Resource Inc.

x Date

Title

Williamson County

SUBTOTAL	$6,076.40
FREIGHT	$0.00
DELIVERY/SET-UP	$0.00
SALES TAX (0%)	$0.00
TOTAL	**$6,076.40**
DEPOSIT REQUESTED	$0.00
BALANCE	**$6,076.40**

TERMS AND CONDITIONS

1. The Buyer's signature on a Facilities Resource, Inc. proposal or the issuance of a purchase order from the Buyer to Facilities Resource, Inc. constitutes acceptance and a binding purchase agreement for services. On all orders over $1,000.00 a hard copy PO is requested.
2. Changes requested by Buyer subsequent to manufacturer acknowledgement are subject to Facilities Resource, Inc.'s ability to conform and upon factory approval. All such requests shall be delivered to Facilities Resource, Inc. in writing and accepted by Facilities Resource, Inc. in writing. Resulting additional charges shall be paid by the Buyer.
3. The Buyer warrants that the credit application and other financial statement submitted to Facilities Resource, Inc. are true and correct.
4. In the event construction delays or other causes not within Facilities Resource, Inc.'s control force postponement of the delivery and/or installation, the merchandise can be stored at a rate of $24.00 per GMA pallet until installation will take place. The Buyer shall pay any demurrage charges incurred.
5. Client must hold property insurance for replacement value on merchandise stored in Facilities Resource, Inc. warehouse. FRI will not be responsible for damage due to fire, flood or any other uncontrolled circumstance, for client owned property stored in its warehouse and does not hold insurance for such.
6. Claims for damage in transit will be processed by Facilities Resource, Inc. and damaged merchandise shall be repaired or replaced to the reasonable satisfaction of the Buyer.
7. Wherein product deliveries and labor at site are affected by stairs and no other means (elevator or mechanical lift) of moving products is available, an additional fee will be applied.
8. Storage of product for up to (2) weeks is included in the proposal cost. Storage fees commence the date the product is received.
9. Additional Storage will be calculated on a weekly basis and charged on a change order until the product leaves the warehouse. Any storage change order out-standing more than (15) calendar days will cause a hold on the product release.
10. Delivery and installation will be made during Facilities Resource, Inc. regular business hours and according to the service schedule provided to the Buyer. Regular business hours are Monday – Friday, 7:00am – 5:00pm. Buyer will be billed for any additional labor costs resulting from overtime work performed at the Buyer's request. If the space provided is inadequate or requires excessive sorting or storage costs, Buyer shall reimburse Facilities Resource, Inc. for the cost of same. If the space provided is inconveniently located or on a floor different from the installation site, Buyer shall reimburse Facilities Resource, Inc. for the extra costs of transporting merchandise to and from storage. If the merchandise must be moved due to activity of other trades or other reasons, Buyer shall reimburse Facilities Resource, Inc. for the cost of same.
11. Facilities Resource, Inc. shall not be responsible for manufacturer's inability to meet their estimated ship dates. Estimated ship dates are for manufacturers time allowances only and do not include any time allowance for actual shipping and delivery of merchandise.
12. Buyer must keep the job site free and clear of debris before and during the installation. Hoisting or elevator service and adequate facilities for off-loading, staging, moving, and handling of merchandise must be provided by the Buyer and without charge to Facilities Resource, Inc. The Buyer is also responsible for securing all necessary building permits and licenses.
13. After arrival of the merchandise at the site, any loss or damage by weather, trades working at the site, or otherwise, shall be the responsibility of the Buyer.
14. Merchandise will be invoiced upon shipment from the manufacturer. Buyer agrees to pay each invoice within the 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.
15. Any controversy or claim arising out of or relating to this Contract or any breach thereof shall be settled in accordance with the Rules of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction thereof.
16. In the event of default under this agreement, the prevailing party shall be allowed to recover attorney fees in accordance with the determination of the court.
17. In no event shall either party be liable for any special indirect, consequential, incidental damages including, without limitation, damages for loss of business profits, business interruptions or loss of information, even if the other Party has been advised of the possibility of such damages.
18. Facilities Resource, Inc. will provide certificate of insurance acceptable to buyer and insurance that it maintains adequate workers compensation, general liability & property coverage at all times. If a waiver is requested as part of the insurance requirements, a $350.00 fee per waiver will be charged.

19. Unless otherwise specified, all furniture is warranted by Facilities Resource, Inc. to be free from defects in materials and workmanship for the period of time each manufacturer provides on its product from date of delivery. Facilities Resource, Inc. will repair, adjust, or take corrective action on any problem free of charge within 30 days of purchase or manufacturers earliest notification. Manufacturer's warranties will apply with any charges for labor at the prevailing rates. It is expressly agreed that this warranty is in place and in lieu of all warranties of fitness and merchantability. All used or rental return merchandise is sold on an "AS IS" basis.
20. It shall be understood and agreed that during the term of this agreement and for a period of 12 (twelve) months, thereafter, the Buyer will not directly nor indirectly recruit and/or hire any employee of Facilities Resource, Inc., unless mutually agreed upon between Officers of the Buyer and Facilities Resource, Inc.
21. All additional costs listed above shall include a 25% administrative fee.
22. Facilities Resource, Inc. will assess a 3.5% convenience fee on all credit card transactions.
23. The above is the entire agreement between the Buyer and Facilities Resource, Inc. It may not be changed without mutual written authorization. These terms apply to the initial order and any subsequent orders.

I have read and understand all of the terms and conditions contained herein.

Agreed:

_____ _____

Signature *Date*

Commissioners Court - Regular Session **40.**

Meeting Date: 07/21/2020

Awarding RFP T710 Electrical Maintenance Repairs and Installation Services “As Needed”

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFP #T710 Electrical Maintenance Repairs and Installation Services “As Needed” to the overall highest scoring proposer Doyle Electric, LLC. and authorizing execution of the Master Services Contract.

Background

Purchasing solicited sealed proposals for Electrical Maintenance Repairs and Installation Services “As Needed”. Five (5) suppliers participated in the solicitation of which four (4) submitted a proposal. After initial review of the proposals submitted, one (1) supplier was disqualified. The remaining proposals were evaluated by an evaluation committee and it was determined that Doyle Electric submitted the best response. This contract is an as needed/emergency use contract and work will only be authorized by the issuance of Purchase Orders at the rates stated on the attached rate sheet up to the amount budgeted by the court each fiscal year. Department point of contact is Shantil Moore. Funding sources 01.0100.0509.5300, 01.0100.0509.004510, 01.0100.0509.004509 and 01.0100.0509.004510.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Award Statement

Rate Sheet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/15/2020 02:27 PM
County Judge Exec Asst.	Andrea Schiele	07/15/2020 02:31 PM
Form Started By: Thomas Skiles		Started On: 07/14/2020 07:40 AM
Final Approval Date: 07/15/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES CONTRACT
FOR
ELECTRICAL REPAIR, MAINTENANCE
& RELATED SERVICES
RFP #T-710
(Doyle Electric LLC)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to 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 "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Doyle Electric LLC** (hereinafter "Service Provider"), with mailing address at 1108 S Lakeside Dr. Burnet, Texas 78611 (phone 512-743-5534). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

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. RFP #T-710 (Electric Repair, Maintenance, and Installation Services);

B. Service Provider's Response to RFP #T-710, dated June 24, 2020, including attachments, which is incorporated herein as if copied in full; and

C. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

III.

No Assignment: Service Provider may not assign this contract.

IV.

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

V.

Consideration and Compensation: Service Provider will be compensated based on the rate schedule set forth in Attachment 3.1 of Response to RFP #T-710 which is incorporated herein as if copied in full. **The work performed under this agreement is subject to available funding in the Williamson County Facilities Departmental budget for electrical repair, maintenance or installation work and the issuance of Purchase Order(s).** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date 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.

VI.

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

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

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

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

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

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

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

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

VII.

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

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND

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

VIII.

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

As described in RFP #T-710 and Service Provider's Response, which are incorporated herein as if copied in full.

IX.

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

X.

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

XI.

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.**

XII.

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.

XIII.

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 period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above or pursuant to what is contemplated by RFP #T-710.

XIV.

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.

XV.

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 reasonable advance notice of intended audits.

XVI.

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.

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.

Executed this 21st day of July, 2020 to be effective as of the date of the last party's execution below.

County:

_____
Hon. Bill Gravell
Williamson County Judge

Date: _____

Service Provider:

_____
Authorized Representative

Date: 7/6/2020

Public award statement

Subject: T710 RFP Electrical Maintenance Repairs and Installation Services “As Needed”

1. Offers received

The request RFP Electrical Maintenance Repairs and Installation Services “As Needed” has taken place and several offers have been submitted before the deadline on 25 Jun 2020 (Thu), 3:00 PM.

Questions were posed by several participating suppliers on the request for quotation. These questions were answered to all suppliers through the Questions & Answer module.

The vault has been opened on 25 Jun 2020 (Thu), 3:01:00 PM and offers were received from the following suppliers:

	Offer ID	Name	Submitted
1	OF2011	**Consolidated services of North America** By: Consolidated services of North America	24 Jun 2020 (Wed), 9:17:44 AM
2	OF1830	**Facility Solutions Group** By: Facility Solutions Group	25 Jun 2020 (Thu), 10:41:40 AM
3	OF2220	**Doyle Electric** By: Doyle Electric	25 Jun 2020 (Thu), 1:30:41 PM
4	OF1882	**Allied Electric Services, Inc.** By: Allied Electric Services, Inc.	25 Jun 2020 (Thu), 2:35:44 PM

2. First selection

The offers received were first tested against the requirements regarding the supplier and the order included in the proposal request. The following parties were disqualified:

Consolidated Services of North America

The other suppliers met all requirements.

3. Evaluation and Result

The proposal was reviewed by the evaluation commission. See the result below:

1 Doyle Electric Evaluated 73.89

2 Facility Solutions Group Evaluated 67.22

3 Allied Electric Services, Inc. Evaluated 63.33

4. Winner

Based on the evaluation, the following offer has been selected as the best. This offer had the best price / quality ratio.

Doyle Electric

Personnel Level	Rate
Master Electrician - Regular Hours	$92.00
Master Electrician - After Regular Hours	$138.00
Master Electrician - Weekends or County Approved Holidays	$138.00
Journeyman Electrician - Regular Hours	$85.00
Journeyman Electrician - After Regular Hours	$127.50
Journeyman Electrician - Weekends or County Approved Holidays	$127.50
Apprentice Electrician (Helper) - Regular Hours	$45.00
Apprentice Electrician (Helper) - After Regular Hours	$67.50
Apprentice Electrician (Helper) - Weekends or County Approved Holidays	$67.50
Emergency Response During Regular Hours - Master Electrician	$92.00
Emergency Response During Regular Hours - Journeyman Electrician	$85.00
Emergency Response During Weekends or Approved Holidays - Master Electrician	$138.00
Emergency Response During Weekends or Approved Holidays - Journeyman Electrician	$127.50

Commissioners Court - Regular Session **41.**

Meeting Date: 07/21/2020

Approving Contract Amendment North Jail Lighting Upgrades

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving Contract Amendment No. 1 to the agreement between Williamson County and Doyle Electric, LLC. originally approved by Commissioner's Court on 6/2/2020, Agenda Item #65 to provide lighting upgrades to the North Jail Facility and authorizing execution of the amendment.

Background

This amendment is for an increase in the Owner's Construction Contingency from $15,414.28 to $25,000.00 to cover anticipated change orders. Department Contact is Tom Stanfield, Funding Source: 01.0100.1008.005300.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment

Original Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/15/2020 02:32 PM
County Judge Exec Asst.	Andrea Schiele	07/15/2020 02:34 PM
Form Started By: Thomas Skiles		Started On: 07/14/2020 07:52 AM
Final Approval Date: 07/15/2020		

CONTRACT AMENDMENT NO. 1
TO
AGREEMENT BETWEEN OWNER AND CONTACTOR

This Contract Amendment No. 1 to Agreement Between Owner and Contractor ("Amendment No. 1") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "Owner") and Doyle Electric, LLC (the "Contractor").

RECITALS

WHEREAS, the Owner and the Contractor previously executed that certain Agreement Between Owner and Contactor (the "Contract"), being dated effective June 2, 2020, wherein Contractor agreed to perform construction services in connection with the Williamson County Jail – North Jail Lighting Upgrades ("Project");

WHEREAS, the Owner would like to increase the "Owner's Construction Contingency" under Section 5.3 of the Contract from the original amount of $15,414.28 to the increased amount of $25,000.00; and

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

AGREEMENT

NOW, THEREFORE, premises considered, the Owner and the Contractor agree that the Contract is amended and modified as follows:

I. Section 5.3 – Owner's Construction Contingency shall be amended as follows:

Owner's Construction Contingency. The following lump sum amount shall serve as the Owner's Construction Contingency from which changes in the Work are to be paid in accordance with the General Conditions:

$25,000.00

The Owner's Construction Contingency is controlled solely by the Owner and such amount is not included in the Contract Sum set out in 5.1 above. Expenditures from the Owner's Construction Contingency must be made by Change Order issued by the Architect and approved by the Owner in accordance with the General Conditions. Contractor shall not be entitled to any compensation from the any unused amounts of the Owner's Construction Contingency.

II. Terms of Contract Control and Extent of Amendment No. 1

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

III. IN WITNESS WHEREOF, the Owner and the Contractor have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.

CONTRACTOR:

Doyle Electric, LLC

By: Dustin Doyle

Printed Name: Dustin Doyle

Title: Vice President

Date: July 8, 2020

OWNER:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Date: _____ ____, 20____

AGREEMENT
BETWEEN OWNER AND CONTRACTOR

The **Owner**:	Williamson County 710 Main Street, Ste. 101 Georgetown, Texas 78626
and **Contractor**	Doyle Electric, LLC 917 6th Street Marble Falls, Texas 78654
for the **Project**:	Williamson County Jail – North Jail Lighting Upgrades 508 Rock Street Georgetown, Texas 78626

AGREEMENT, this Agreement Between Owner and Contractor (hereinafter called "Agreement") is entered into effective as of the date indicated herein below and all attachments (the "Effective Date"), by and between Williamson County a political subdivision of the State of Texas (hereinafter called the "Owner") and Doyle Electric, LLC (hereinafter called "Contractor").

WHEREAS, the Owner desires to retain a Contractor for the Williamson County Jail – North Jail Lighting Upgrades (hereinafter called the "Project"),

WHEREAS, the Owner desires a Contractor who will render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project, and

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

ARTICLE 1 SCOPE OF WORK

The Contractor has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Scope of Work for the Project and the Owner's requirements. The Contractor shall do everything required by the Contract Documents.

ARTICLE 2 CONTRACT DOCUMENTS

2.1 The Contract Documents consist of the following, which are set out in the following order of precedence and are incorporated by reference for all purposes:

a. This Agreement and all exhibits and attachments listed, contained or referenced in this Agreement;
b. The Uniform General Conditions for Williamson County ("General Conditions");
c. The Supplementary or Special Conditions, if any;
d. All Addenda issued prior to the Effective Date of this Agreement;
e. The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals, if any;
f. All Change Orders issued after the Effective Date of this Agreement, if any;
g. Minimum Insurance Coverages and Minimum Coverage Amounts, which is attached here to as **Exhibit 1**; and
h. Detailed Scope of Work attached hereto as **Exhibit 2**
i. JOC Contract TX-CT-E-121819-DEL

2.2 The Contract Documents form the entire and integrated Contract and Agreement between Owner and Contractor and supersede all prior negotiations, representations or agreements, written or oral. Contractor acknowledges receipt of all Contract Documents as of the date of its execution hereof.

2.3 In the event a dispute or conflict arises between any of the terms and conditions of the documents comprising the Contract Documents, the applicable documents will be referred to in the order set out in Section 2.1 above for clarification, additional detail and resolution of conflicts.

2.4 The term "Contractor" shall be interchangeable with the terms "Proposer," "Bidder," Respondent" and "General Contractor" or other similar terms as appropriate in the Contract Documents.

ARTICLE 3 CONTRACT TIME

The Owner shall provide a Notice to Proceed in which a date for commencement of the work shall be started. The Contractor shall achieve Substantial Completion of the Work within **Ninety (90)** calendar days after such commencement date, as such completion date may be extended by approved Change Orders. Unless otherwise specified in writing,

Contractor shall achieve Final Completion within **Thirty (30)** calendar days of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

ARTICLE 4 CONTRACTOR REPRESENTATIONS

4.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 4.1.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

G. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5 THE CONTRACT PRICE; OWNER'S CONSTRUCTION CONTINGENCY

5.1 Contract Price. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amount of **$294,585.72**.

5.2 Contract Payments. Method and terms of payment of the Contract Price shall be in accordance with the Contract Documents.

5.3 Owner's Construction Contingency. The following lump sum amount shall serve as the Owner's Construction Contingency from which changes in the Work are to be paid in accordance with the General Conditions:

$15,414.28

The Owner's Construction Contingency is controlled solely by the Owner and such amount is not included in the Contract Price set out in 5.1 above. Expenditures from the Owner's Construction Contingency must be made by Change Order approved by the Owner in accordance with the General Conditions. Contractor shall not be entitled to any compensation from the any unused amounts of the Owner's Construction Contingency.

5.4 Allowable Overhead and Profit Markup on Changes in the Work. In case of an increase in the Contract Price due to a change in the Work and in accordance with § 7.3.7 of the General Conditions, the amounts Contractor may add to the pricing of a change for overhead and profit are as follows:

a. For Work performed directly by Contractor with its Own Employees: Contractor may add up to 15% for Work performed directly by Contractor for any specific change, or per terms of the JOC Contract; whichever the lesser.
b. For Managing Subcontracted Work: Contractor may add up to 10% for managing subcontracted Work for any specific change, or per terms of the JOC Contract; whichever the lesser.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. On changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6 TIME

6.1 TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.

6.2 Unless otherwise approved in writing, the Owner and the Contractor shall perform their respective obligations under the Contract Documents as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

6.3 Liquidated Damages. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Article 3 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, for each consecutive calendar day after the date of Substantial Completion that the Work is not substantially completed, the Owner may deduct the amount of:

Five Hundred Dollars per calendar day ($500.00/calendar day)

from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Project would be impractical, unduly burdensome, and cause unnecessary delay and that the amounts of daily liquidated damages set forth are reasonable. Contractor expressly agrees that the amounts of daily liquidated damages are a reasonable forecast of the actual damages Owner will incur due to any such delay.

ARTICLE 7 NOTICES

Notices of claims, disputes or other legal notices shall be in writing and shall be deemed to have been given when delivered in person to the representative of the Contractor or Owner for whom it is intended, as set out below or sent by U. S. Mail to the representative of the Contractor or Owner for whom it is intended, as set out below. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner.

If to Owner: Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Hal C. Hawes
General Counsel to the
Williamson County Commissioners Court
710 Main Street, Suite 102
Georgetown, Texas 78626

If to Contractor: Doyle Electric, LLC
917 6th Street
Marble Falls, Texas 78654

The parties may make reasonable changes in the person or place designated for receipt of notices upon advance written notice to the other party.

ARTICLE 8 PARTY REPRESENTATIVES

The Owner's Designated Representative (sometimes referred to as the "ODR") authorized to act in the Owner's behalf with respect to the Project is:

Tom Stanfield
Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX 78626
Phone (512) 943-1636

The Contractor's designated representative authorized to act on the Contractor's behalf and bind the Contractor with respect to the Project is:

Dustin Doyle
Doyle Electric, LLC
917 6th Street
Marble Falls, Texas 78654
Phone (512) 745-0228

The parties may make reasonable changes in their designated representatives upon advance written notice to the other party.

To the extent the Contract Documents require acts or approvals of a Project Architect or Engineer, the Owner shall serve such role(s) for purposes of this Agreement.

ARTICLE 9 ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire agreement and understanding between the parties with respect to the Project. This Agreement and the terms of the Contact Documents shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution below (the "Effective Date").

OWNER	CONTRACTOR
Williamson County, Texas,	Doyle Electric, LLC
By: Judge Bill Gravell Jr. (Jun 2, 2020 12:32 CDT)	By:
Printed Name: Judge Bill Gravell Jr.	Printed Name: Dustin Doyle
Title: County Judge	Title: Vice President
Date: Jun 2, 2020 ____, 20____	Date: May 27, 2020

EXHIBIT 1

Minimum Insurance Coverages
and
Minimum Coverage Amounts

A. All policies of insurance provided by the Contractor must comply with the requirements of this Exhibit, the Contract Documents and the laws of the State of Texas.

B. The Contractor shall provide and maintain, until the Work covered in the Agreement Between Owner and Contractor is completed and accepted by the Owner, the minimum insurance coverages 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 Owner.

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

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

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000

Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

5. Builder's Risk Insurance (all risks)
An all risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. This insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this section shall include a waiver of subrogation in accordance with the requirements of Section 11.3.4 of the General Conditions.

C. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the

Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

7. Umbrella coverage in the amount of not less than $5,000,000.

C. Workers' Compensation Insurance Coverage:

a. Definitions:

(1) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(2) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
(4) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
c. The Contractor must provide a certificate of coverage prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10)

days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
e. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

    (1) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
    (2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

f. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

i. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

    (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
    (2) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
    (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

a. a certificate of coverage, prior to the other person beginning work on the Project; and

b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(5) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(6) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.

j. By signing the Agreement Between Owner and Contractor or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement Between Owner and Contractor void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

D. If insurance policies are not written for the amounts specified in this Exhibit, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

E. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor’s bid bond.

F. Owner shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this Exhibit.

G. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Exhibit. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$75,000** in the Contractor's insurance must be declared and approved in writing by Owner in advance.

EXHIBIT 2

DETAILED SCOPE OF WORK

Sourcewell

ezIQC THE GORDIAN GROUP

Detailed Scope of Work

To:	Derek Doyle Doyle Electric LLC 917 6th Street Marble Falls, TX 78654 (512) 745-0228	**From:**	Tom Stanfield Williamson County 3101 SE Inner Loop Georgetown, TX 78626 512-818-4180

Date Printed: May 19, 2020

Work Order Number: 076137.00

Work Order Title: Williamson County - North Jail Lighting Upgrades

Brief Scope: North Jail Lighting Upgrades.

☐ Preliminary ☐ Revised ☒ Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Qualifications:

1. Proposal is based off site walk with Williamson county.
2. Proposal is based off a 40-hour work week Monday thru Friday.
3. Proposal includes all necessary badging and background checks.
4. Demolition of 1st, 2nd and 3rd floor lighting per Williamson County standards.
5. Electrical lighting renovation per 1st,2nd and 3rd floor detail.
6. New lighting to capture existing circuitry already in place as needed.
7. Performance bond.
8. Counts adjusted to install equal amount of lights per pod.
9. Lighting cut sheets will need to be approved prior to release.

Exclusions:

1. painting of electrical items.
2. overtime.
3. payment bond.
4. Saw cutting and patch back.
5. sheetrock repair.
6. Low voltage systems. (cabling and terminations)
7. Updating of existing electrical to code compliancy.
8. Installation of access panels.
9. Cutting in of electrical openings located in CMU walls.

Subject to the terms and conditions of JOC Contract **TX-CT-E-121819-DEL**.

Detailed Scope of Work Continues..

Work Order Number: 076137.00
Work Order Title: Williamson County - North Jail Lighting Upgrades

Contractor

5/27/20
Date

Judge Bill Gravell Jr.
Judge Bill Gravell Jr. (Jun 2, 2020 12:32 CDT)

Owner

Jun 2, 2020
Date

Contractor's Price Proposal - Summary

Date: May 19, 2020

Re:

IQC Master Contract #:	TX-CT-E-121819-DEL
Work Order #:	076137.00
Owner PO #:	
Title:	Williamson County - North Jail Lighting Upgrades
Contractor:	Doyle Electric LLC
Proposal Value:	$294,585.72

Section - 01	**$10,561.10**
Section - 26	**$284,024.62**
Proposal Total	**$294,585.72**

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Detail

Date: May 19, 2020

Re:
IQC Master Contract #: TX-CT-E-121819-DEL
Work Order #: 076137.00
Owner PO #:
Title: Williamson County - North Jail Lighting Upgrades
Contractor: Doyle Electric LLC
Proposal Value: $294,585.72

	Sect. Item	Mod.	UOM	Description	Line Total
Labor	Equip. Material	(Excludes)			
Section - 01					
1	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	$10,561.10
			Installation	Quantity 9,601.00 x Unit Price 1.00 x Factor 1.1000 = Total 10,561.10	
			Bond		
Subtotal for Section - 01					**$10,561.10**
Section - 26					
2	26 51 19 00 0028		EA	2' x 2', 3,200 Lumens, Prismatic Lensed, Lay-In/Troffer LED Fixture (Lunera® 22G5)	$10,032.37
			Installation	Quantity 23.00 x Unit Price 329.23 x Factor 1.2595 = Total 9,537.30	
			Demolition	23.00 x 17.09 x 1.2595 = 495.07	
3	26 51 19 00 0076		EA	2' x 4', 4,000 Lumens, Panel Type, Lay-In/Troffer LED Fixture (PlanLED Galaxy GL240-40)	$179,046.57
			Installation	Quantity 434.00 x Unit Price 302.79 x Factor 1.2595 = Total 165,511.98	
			Demolition	540.00 x 19.90 x 1.2595 = 13,534.59	
4	26 51 19 00 0087		EA	4' Length, 4,000 Lumens, Surface Mount, Volumetric LED Fixture (Lithonia STL4)	$72,022.90
			Installation	Quantity 147.00 x Unit Price 371.78 x Factor 1.2595 = Total 68,833.77	
			Demolition	162.00 x 15.63 x 1.2595 = 3,189.13	
5	26 51 19 00 0090		EA	4' Length, 4,000 Lumens, Surface Mount, Wraparound LED Fixture (Lithonia LBL4)	$22,524.90
			Installation	Quantity 86.00 x Unit Price 191.96 x Factor 1.2595 = Total 20,792.53	
			Demolition	88.00 x 15.63 x 1.2595 = 1,732.37	
6	26 51 33 00 0025		EA	Removal And Reinstallation Of Modular Wiring Complete Including Storage And Cleaning	$397.88
			Installation	Quantity 15.00 x Unit Price 21.06 x Factor 1.2595 = Total 397.88	
7	26 56 19 00 0018		EA	3,640 Lumens, 28 Watt, Open Face Wall Pack, With Motion Sensor (Maxlite WP-OP28U-50B-MS)	$0.00
			Installation	Quantity 0.00 x Unit Price 352.06 x Factor 1.2595 = Total 0.00	
Subtotal for Section - 26					**$284,024.62**

Contractor's Price Proposal - Detail Continues..

Work Order Number: 076137.00
Work Order Title: Williamson County - North Jail Lighting Upgrades

Proposal Total	$294,585.72

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Subcontractor Listing

Date: May 19, 2020

Re:
IQC Master Contract #: TX-CT-E-121819-DEL
Work Order #: 076137.00
Owner PO #:
Title: Williamson County - North Jail Lighting Upgrades
Contractor: Doyle Electric LLC
Proposal Value: $294,585.72

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		$0.00	0.00

Agenda Item #65 6-2-2020 (North Jail Lighting - Doyle Elect)

Final Audit Report 2020-06-02

Created:	2020-06-02
By:	Thomas Skiles (blake.skiles@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAG2-2g9BJd4vw0oiDMm8hkt2ot-pkcF-A

"Agenda Item #65 6-2-2020 (North Jail Lighting - Doyle Elect)" History

Document created by Thomas Skiles (blake.skiles@wilco.org)
2020-06-02 - 4:29:46 PM GMT- IP address: 173.219.39.210

Document emailed to aschiele@wilco.org for delegation
2020-06-02 - 4:30:52 PM GMT

Email viewed by aschiele@wilco.org
2020-06-02 - 5:20:03 PM GMT- IP address: 23.103.201.254

Document signing delegated to Judge Bill Gravell Jr. (bgravell@wilco.org) by aschiele@wilco.org
2020-06-02 - 5:20:15 PM GMT- IP address: 66.76.4.65

Document emailed to Judge Bill Gravell Jr. (bgravell@wilco.org) for signature
2020-06-02 - 5:20:15 PM GMT

Email viewed by Judge Bill Gravell Jr. (bgravell@wilco.org)
2020-06-02 - 5:32:01 PM GMT- IP address: 23.103.200.254

Document e-signed by Judge Bill Gravell Jr. (bgravell@wilco.org)
Signature Date: 2020-06-02 - 5:32:26 PM GMT - Time Source: server- IP address: 66.76.4.65

Signed document emailed to Judge Bill Gravell Jr. (bgravell@wilco.org), becky.pruitt@wilco.org, Thomas Skiles (blake.skiles@wilco.org), aschiele@wilco.org, and 1 more
2020-06-02 - 5:32:26 PM GMT

POWERED BY
Adobe Sign

Commissioners Court - Regular Session **42.**

Meeting Date: 07/21/2020

Taylor Health Clinic Lighting Replacement and Upgrades

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 Doyle Electric LLC to provide the Removal and Disposal of all existing interior light fixtures and the Installation of new LED lights at the Williamson County Taylor Health Clinic in the amount of $45,041.30 per the terms of Sourcewell Contract TX-CT-GC-121819-DEL and authorizing execution of the agreement.

Background

This agreement is for the Removal and Disposal of all existing interior lighting fixtures and the Installation of new LED lights throughout the Williamson County -Taylor Health Clinic. Department point of contact is Bob Lubecker. Funding Source 01.0100.1003.005300.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract/Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/16/2020 10:47 AM
County Judge Exec Asst.	Andrea Schiele	07/16/2020 10:59 AM
Form Started By: Andrew Portillo		Started On: 07/14/2020 10:50 AM
Final Approval Date: 07/16/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
TAYLOR HEALTH CLINIC
LIGHTING REPLACEMENT
AND UPGRADES

Sourcewell EZIQC Contract No.: TX-CT-GC-121819-DEL
(Doyle Electric LLC)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to 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 "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Doyle Electric LLC** (hereinafter "Service Provider"), with mailing address at 1108 S Lakeside Dr. Burnet, Texas 78611 (phone 512-743-5534). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

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(s), dated June 29, 2020 which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

III.

No Assignment: Service Provider may not assign this contract.

IV.

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

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Statement of Work/Quotation dated February 17, 2020 which is incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $45,041.30, 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.

VI.

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

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

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

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

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

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

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

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

VII.

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

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT

OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

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

As described in the Statement of Work/Quotation(s), dated June 29, 2020 which is incorporated herein as if copied in full.

IX.

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

X.

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

XI.

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.**

XII.

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.

XIII.

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 period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

XIV.

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.

XV.

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 reasonable advance notice of intended audits.

XVI.

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.

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.

Executed this ____ day of _____, 20____ to be effective as of the date of the last party's execution below.

County:

_____
Hon. Bill Gravell
Williamson County Judge

Date: _____ ___, 20____

Service Provider:

_____
Authorized Representative

Date: July 1, 2020

Exhibit(s)
Statement of Work/Quotation, dated June 29, 2020
(Incorporated herein as if copied in full)

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Work Order Signature Document

Sourcewell EZIQC Contract No.: TX-CT-GC-121819-DEL

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.: 080542.00 Work Order Date: 06/29/2020

Work Order Title: Williamson County - Taylor Health Clinic Lighting Upgrades

Owner Name:	Williamson County	Contractor Name:	Doyle Electric LLC
Contact:	Bob Lubecker	Contact:	Derek Doyle
Phone:	512-943-1625	Phone:	(512) 745-0228

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No TX-CT-GC-121819-DEL.

Brief Work Order Description:

Taylor Health Clinic Lighting Upgrades

Time of Performance Estimated Start Date:
Estimated Completion Date:

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $45,041.30

Owner Purchase Order Number:

Approvals

Owner Date

Contractor 7-14-2020 Date

Sourcewell GORDIAN

Detailed Scope of Work

To: Derek Doyle
Doyle Electric LLC
917 6th Street
Marble Falls, TX 78654
(512) 745-0228

From: Bob Lubecker
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626
815-341-6271

Date Printed: June 29, 2020

Work Order Number: 080542.00

Work Order Title: Williamson County - Taylor Health Clinic Lighting Upgrades

Brief Scope: Taylor Health Clinic Lighting Upgrades

☐ **Preliminary** ☐ **Revised** ☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Proposal is based on scope documents issued by Williamson County:

1. Per AsBuilt Plan Pages: E2.1, E2.2, E3.1
2. Remove and dispose of all existing interior light fixtures in current facility. (excludes any exterior fixtures/lighting)
3. Install new LED 2x4 and 2x2 (per specs provided by Williamson County):
   - CPANL 2x4 40/50/60LM 40K M4 Lithonia 2x4 Selectable Lumen LED Flat Panel 40k Color
   - CPANL 2x2 24/33/44LM 40K M4 Lithonia 2x2 Selectable Lumen LED Flat Panel 40k Color
   - RAB Indoor Recessed LED 6" Downlight Commercial FA; 7-10-18W Lumens 700-1000-1500
4. Retrofit 6" recessed cans in hard soffit to LED.
5. Remove 12 cans in lobby to change over to (8) 2x2 LED's in existing space.
   - Layout confirmed with Williamson County at time of walk.
6. Replace all existing emergency backup power location fixtures as required for access and egress in power failure situation.
7. Substitution of (2) additional 2x2's, for 2 can lights shown in hallway on as built sheet lighting phase I.
8. Bathrooms will be updated with new 2x4 fixtures.
9. Project Duration is estimated to take 19 working days.

NOTE:

- Lighting Fixtures 3-5 day lead time from time of release.
- Possible credit on work if existing whips are salvageable for re-use.
- Possible additional cost if current electricity in place is not to code or is not installed correctly.
- All exterior fixtures are existing to remain, not in scope.

Subject to the terms and conditions of JOC Contract **TX-CT-GC-121819-DEL**.

Contractor

7-14-2020
Date

Owner

Date

Detailed Scope of Work Continues..

Contractor's Price Proposal - Summary

Date: June 29, 2020

Re:

IQC Master Contract #:	TX-CT-GC-121819-DEL
Work Order #:	080542.00
Owner PO #:	
Title:	Williamson County - Taylor Health Clinic Lighting Upgrades
Contractor:	Doyle Electric LLC
Proposal Value:	$45,041.30

No Category Input	**$45,041.30**
Proposal Total	**$45,041.30**

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Detail

Date: June 29, 2020

Re:
IQC Master Contract #: TX-CT-GC-121819-DEL
Work Order #: 080542.00
Owner PO #:
Title: Williamson County - Taylor Health Clinic Lighting Upgrades
Contractor: Doyle Electric LLC
Proposal Value: $45,041.30

	Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)			
No Category Input						
1	26 51 19	00 0056		EA	2' x 2', 3,200 Lumens, Architectural, 120-277 Volt, Lay-In/Troffer LED Fixture (Cree® CR22™)CCT 30K to 50K	$3,626.72
					Quantity x Unit Price x Factor = Total	
				Installation	10.00 x 286.72 x 1.2649 = 3,626.72	
2	26 51 19	00 0056	0503	MOD	For Expanded Size Junction Box For Through Wiring, Add	$486.99
					Quantity x Unit Price x Factor = Total	
				Installation	100.00 x 3.85 x 1.2649 = 486.99	
3	26 51 19	00 0067		EA	2' x 4', 4,671 Lumens, Architectural, Lay-In/Troffer LED Fixture (Finelite HPR LED A 2x2)	$37,381.83
					Quantity x Unit Price x Factor = Total	
				Installation	95.00 x 291.65 x 1.2649 = 35,046.27	
				Demolition	92.00 x 20.07 x 1.2649 = 2,335.56	
4	26 51 19	00 0108		EA	1,800 Lumens, 6" Diameter, Recessed LED Downlight With Open Trim (Gotham® EVO® ALED)	$3,545.76
					Quantity x Unit Price x Factor = Total	
				Installation	6.00 x 388.27 x 1.2649 = 2,946.74	
				Demolition	23.00 x 20.59 x 1.2649 = 599.02	

Subtotal for No Category Input **$45,041.30**

Proposal Total **$45,041.30**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

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Subcontractor Listing

Date: June 29, 2020

Re:

IQC Master Contract #:	TX-CT-GC-121819-DEL
Work Order #:	080542.00
Owner PO #:	
Title:	Williamson County - Taylor Health Clinic Lighting Upgrades
Contractor:	Doyle Electric LLC
Proposal Value:	$45,041.30

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		$0.00	0.00

Commissioners Court - Regular Session **43.**

Meeting Date: 07/21/2020

Approving Agreement Doyle Electric JJC Lighting Pole Upgrades

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Agreement between Williamson County and Doyle Electric, LLC. to provide lighting upgrades at the Juvenile Justice Center in the amount of $116,510.34 per the terms of Sourcewell Contract #TX-CT-E-121819-DEL and authorizing execution of the agreement.

Background

This agreement is for Doyle Electric to provide upgrades to the existing pole lights located at the Juvenile Justice Center as detailed in the attached agreement. Total cost of these upgrades will be $116,510.34. Department point of contact is Tom Stanfield. Funding source 01.0100.1045.005300.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/15/2020 02:52 PM
County Judge Exec Asst.	Andrea Schiele	07/15/2020 03:27 PM
Form Started By: Thomas Skiles		Started On: 07/15/2020 09:59 AM
Final Approval Date: 07/15/2020		

AGREEMENT BETWEEN OWNER AND CONTRACTOR

The **Owner**: Williamson County
710 Main Street, Ste. 101
Georgetown, Texas 78626

and **Contractor** Doyle Electric, LLC
917 6th Street
Marble Falls, Texas 78654

for the **Project**: Williamson County Juvenile Justice Center –
Pole Lighting Upgrades
200 Wilco Way
Georgetown, Texas 78626

AGREEMENT, this Agreement Between Owner and Contractor (hereinafter called "Agreement") is entered into effective as of the date indicated herein below and all attachments (the "Effective Date"), by and between Williamson County a political subdivision of the State of Texas (hereinafter called the "Owner") and Doyle Electric, LLC (hereinafter called "Contractor").

WHEREAS, the Owner desires to retain a Contractor for the Williamson County Juvenile Justice Center – Pole Lighting Upgrades (hereinafter called the "Project"),

WHEREAS, the Owner desires a Contractor who will render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project, and

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

ARTICLE 1 SCOPE OF WORK

The Contractor has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Scope of Work for the Project and the Owner's requirements. The Contractor shall do everything required by the Contract Documents.

ARTICLE 2 CONTRACT DOCUMENTS

2.1 The Contract Documents consist of the following, which are set out in the following order of precedence and are incorporated by reference for all purposes:

a. This Agreement and all exhibits and attachments listed, contained or referenced in this Agreement;
b. The Uniform General Conditions for Williamson County ("General Conditions");
c. The Supplementary or Special Conditions, if any;
d. All Addenda issued prior to the Effective Date of this Agreement;
e. The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals, if any;
f. All Change Orders issued after the Effective Date of this Agreement, if any;
g. Minimum Insurance Coverages and Minimum Coverage Amounts, which is attached here to as **Exhibit 1**; and
h. Detailed Scope of Work attached hereto as **Exhibit 2**
i. JOC Contract TX-CT-E-121819-DEL

2.2 The Contract Documents form the entire and integrated Contract and Agreement between Owner and Contractor and supersede all prior negotiations, representations or agreements, written or oral. Contractor acknowledges receipt of all Contract Documents as of the date of its execution hereof.

2.3 In the event a dispute or conflict arises between any of the terms and conditions of the documents comprising the Contract Documents, the applicable documents will be referred to in the order set out in Section 2.1 above for clarification, additional detail and resolution of conflicts.

2.4 The term "Contractor" shall be interchangeable with the terms "Proposer," "Bidder," Respondent" and "General Contractor" or other similar terms as appropriate in the Contract Documents.

ARTICLE 3 CONTRACT TIME

The Owner shall provide a Notice to Proceed in which a date for commencement of the work shall be started. The Contractor shall achieve Substantial Completion of the Work within **Ninety (90)** calendar days after such commencement date, as such completion

date may be extended by approved Change Orders. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **Thirty (30)** calendar days of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

ARTICLE 4 CONTRACTOR REPRESENTATIONS

4.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 4.1.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

G. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5 THE CONTRACT PRICE; OWNER'S CONSTRUCTION CONTINGENCY

5.1 Contract Price. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amount of **$116,510.34**.

5.2 Contract Payments. Method and terms of payment of the Contract Price shall be in accordance with the Contract Documents.

5.3 Owner's Construction Contingency. The following lump sum amount shall serve as the Owner's Construction Contingency from which changes in the Work are to be paid in accordance with the General Conditions:

$11,689.66

The Owner's Construction Contingency is controlled solely by the Owner and such amount is not included in the Contract Price set out in 5.1 above. Expenditures from the Owner's Construction Contingency must be made by Change Order approved by the Owner in accordance with the General Conditions. Contractor shall not be entitled to any compensation from the any unused amounts of the Owner's Construction Contingency.

5.4 Allowable Overhead and Profit Markup on Changes in the Work. In case of an increase in the Contract Price due to a change in the Work and in accordance with § 7.3.7 of the General Conditions, the amounts Contractor may add to the pricing of a change for overhead and profit are as follows:

a. For Work performed directly by Contractor with its Own Employees: Contractor may add up to 15% for Work performed directly by Contractor for any specific change, or per terms of the JOC Contract; whichever the lesser.
b. For Managing Subcontracted Work: Contractor may add up to 10% for managing subcontracted Work for any specific change, or per terms of the JOC Contract; whichever the lesser.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. On changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6 TIME

6.1 TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.

6.2 Unless otherwise approved in writing, the Owner and the Contractor shall perform their respective obligations under the Contract Documents as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

6.3 Liquidated Damages. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Article 3 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, for each consecutive calendar day after the date of Substantial Completion that the Work is not substantially completed, the Owner may deduct the amount of:

Five Hundred Dollars per calendar day ($500.00/calendar day)

from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Project would be impractical, unduly burdensome, and cause unnecessary delay and that the amounts of daily liquidated damages set forth are reasonable. Contractor expressly agrees that the amounts of daily liquidated damages are a reasonable forecast of the actual damages Owner will incur due to any such delay.

ARTICLE 7 NOTICES

Notices of claims, disputes or other legal notices shall be in writing and shall be deemed to have been given when delivered in person to the representative of the Contractor or Owner for whom it is intended, as set out below or sent by U. S. Mail to the representative of the Contractor or Owner for whom it is intended, as set out below. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner.

If to Owner: Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Hal C. Hawes
General Counsel to the
Williamson County Commissioners Court
710 Main Street, Suite 102
Georgetown, Texas 78626

If to Contractor: Doyle Electric, LLC
917 6th Street
Marble Falls, Texas 78654

The parties may make reasonable changes in the person or place designated for receipt of notices upon advance written notice to the other party.

ARTICLE 8 PARTY REPRESENTATIVES

The Owner's Designated Representative (sometimes referred to as the "ODR") authorized to act in the Owner's behalf with respect to the Project is:

Tom Stanfield
Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX 78626
Phone (512) 943-1636

The Contractor's designated representative authorized to act on the Contractor's behalf and bind the Contractor with respect to the Project is:

Dustin Doyle
Doyle Electric, LLC
917 6th Street
Marble Falls, Texas 78654
Phone (512) 745-0228

The parties may make reasonable changes in their designated representatives upon advance written notice to the other party.

To the extent the Contract Documents require acts or approvals of a Project Architect or Engineer, the Owner shall serve such role(s) for purposes of this Agreement.

ARTICLE 9 ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire agreement and understanding between the parties with respect to the Project. This Agreement and the terms of the Contact Documents shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution below (the "Effective Date").

OWNER	CONTRACTOR
Williamson County, Texas,	Doyle Electric, LLC
By: _____	By: _____
Printed Name: _____	Printed Name: Dustin Doyle
Title: _____	Title: Vice President
Date: _____ ____, 20____	Date: June 25, 2020

EXHIBIT 1

Minimum Insurance Coverages and Minimum Coverage Amounts

A. All policies of insurance provided by the Contractor must comply with the requirements of this Exhibit, the Contract Documents and the laws of the State of Texas.

B. The Contractor shall provide and maintain, until the Work covered in the Agreement Between Owner and Contractor is completed and accepted by the Owner, the minimum insurance coverages 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 Owner.

	Type of Coverage	Limits of Liability
1.	Worker's Compensation	Statutory
2.	Employer's Liability Bodily Injury by Accident	$500,000 Ea. Accident

Bodily Injury by Disease	$500,000 Ea. Employee Bodily
Injury by Disease	$500,000 Policy Limit

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

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

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

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

5. Builder's Risk Insurance (all risks)
An all risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. This insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, caused by certified acts of terrorism as defined in

the Terrorism Risk Insurance Act, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this section shall include a waiver of subrogation in accordance with the requirements of Section 11.3.4 of the General Conditions.

C. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

7. Umbrella coverage in the amount of not less than $5,000,000.

C. Workers' Compensation Insurance Coverage:

a. Definitions:

(1) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

(2) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
c. The Contractor must provide a certificate of coverage prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
e. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

(1) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
(2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

f. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to

be covered, and stating how a person may verify coverage and report lack of coverage.

i. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
(2) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
(4) obtain from each other person with whom it contracts, and provide to the Contractor:

a. a certificate of coverage, prior to the other person beginning work on the Project; and
b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(5) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
(6) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.

j. By signing the Agreement Between Owner and Contractor or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured,

with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement Between Owner and Contractor void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

D. If insurance policies are not written for the amounts specified in this Exhibit, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

E. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

F. Owner shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this Exhibit.

G. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Exhibit. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or selfinsured retentions over **$75,000** in the Contractor's insurance must be declared and approved in writing by Owner in advance.

EXHIBIT 2

DETAILED SCOPE OF WORK

Detailed Scope of Work

To: Derek Doyle
Doyle Electric LLC
917 6th Street
Marble Falls, TX 78654
(512) 745-0228

From: Tom Stanfield
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626
512-818-4180

Date Printed: June 17, 2020

Work Order Number: 076137.00

Work Order Title: Williamson County - Juvenile Justice Center

Brief Scope: Electrical lighting modifications to existing pole lights.

☐ **Preliminary** ☐ **Revised** ☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Scope:

1. Electrical lighting modification to existing pole lights.
2. Re-wire of existing poles from top down to base feeder.
3. All equipment required; (Boom Lift) for Ariel work to be performed.
4. Lights to be ran off panel H1A (which is a high voltage circuit).
5. Performance & Payment bonds included.

Note:

1. Proposal is based on scope walk conducted on 2-10-2020.
2. Proposal is based off a 40-hour work week Monday thru Friday, 7AM to 3:30PM.

Exclusions:

1. Painting of all conduit and boxes.
2. Formed concrete activities such as transformer pads, light pole bases, etc.
3. Temporary power and lighting.
4. Saw cutting, Coring, or patch back.
5. Updating of existing electrical to code compliance.
6. Add to existing breakers if needed.
7. Trouble shooting of non-operational poles if any.

Subject to the terms and conditions of JOC Contract **TX-CT-E-121819-DEL**.

Detailed Scope of Work Continues..

Work Order Number: 076137.00
Work Order Title: Williamson County - Juvenile Justice Center

Contractor — Date: 6/25/20

Owner — Date

Contractor's Price Proposal - Summary

Date: June 17, 2020

Re:

IQC Master Contract #:	TX-CT-E-121819-DEL
Work Order #:	076137.00
Owner PO #:	
Title:	Williamson County - Juvenile Justice Center
Contractor:	Doyle Electric LLC
Proposal Value:	$116,510.34

Section - 01	**$7,377.83**
Section - 26	**$109,132.51**
Proposal Total	**$116,510.34**

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Detail

Date: June 17, 2020

Re:
IQC Master Contract #: TX-CT-E-121819-DEL
Work Order #: 076137.00
Owner PO #:
Title: Williamson County - Juvenile Justice Center
Contractor: Doyle Electric LLC
Proposal Value: $116,510.34

	Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)			
Section - 01						
1	01 22 16	00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	$3,356.10
				Installation	Quantity 3,051.00 x Unit Price 1.00 x Factor 1.1000 = Total 3,356.10	
				Bonding.		
2	01 22 23	00 0042		WK	35' Electric, Articulating (Up/Over) Boom Man Lift With Platform	$4,021.73
				Installation	Quantity 3.50 x Unit Price 912.32 x Factor 1.2595 = Total 4,021.73	
				Equipment.		
Subtotal for Section - 01						**$7,377.83**
Section - 26						
3	26 05 19	16 0088		MLF	#10 AWG Cable - Type USE, 600 Volt Single Stranded Copper, Underground Feeder And Branch Circuits	$3,991.06
				Installation	Quantity 4.50 x Unit Price 704.17 x Factor 1.2595 = Total 3,991.06	
4	26 56 19	00 0155		EA	80 LEDs, 90 System Watts, Arm Mount, Rectangular, LED Area Fixture (CREE® BetaLED® Edge® ARE-EDG)	$97,988.19
				Installation	Quantity 52.00 x Unit Price 1,439.64 x Factor 1.2595 = Total 94,287.78	
				Demolition	Quantity 52.00 x Unit Price 56.50 x Factor 1.2595 = Total 3,700.41	
5	26 56 19	00 0155	0510	MOD	For Backlight Shielding, Add	$1,260.76
				Installation	Quantity 52.00 x Unit Price 19.25 x Factor 1.2595 = Total 1,260.76	
6	26 56 19	00 0155	0511	MOD	For Type II Medium Optic, Add	$1,883.61
				Installation	Quantity 52.00 x Unit Price 28.76 x Factor 1.2595 = Total 1,883.61	
7	26 56 19	00 0155	0512	MOD	For 480 Volt, Add	$4,008.89
				Installation	Quantity 52.00 x Unit Price 61.21 x Factor 1.2595 = Total 4,008.89	
8	26 56 19	00 0155	0513	MOD	For Multi-Level Drive Currents, Add	$0.00
				Installation	Quantity 0.00 x Unit Price 192.47 x Factor 1.2595 = Total 0.00	
Subtotal for Section - 26						**$109,132.51**

Contractor's Price Proposal - Detail Continues..

Work Order Number: 076137.00
Work Order Title: Williamson County - Juvenile Justice Center

Proposal Total **$116,510.34**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Subcontractor Listing

Date: June 17, 2020

Re:

IQC Master Contract #:	TX-CT-E-121819-DEL
Work Order #:	076137.00
Owner PO #:	
Title:	Williamson County - Juvenile Justice Center
Contractor:	Doyle Electric LLC
Proposal Value:	$116,510.34

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		$0.00	0.00

Commissioners Court - Regular Session **44.**

Meeting Date: 07/21/2020

Inner Loop Annex Phases II & III

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 TechCenter Design Inc. to provide the Labor to receive, deliver and install furniture in the amount of $28,690.00 per the terms of Sourcewell Contract # 121919-KII and authorizing execution of the agreement. Funding Source P434.

Background

This agreement allows the vendor to provide services such as Product Inventory of Existing Furniture, Dismantle Existing Work Stations and remove from site during normal business hours, and provide the Design and Layout of new product with Delivery and Install at the Inner Loop Annex Phase II. Department point of contact is Dwayne Gossett.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/15/2020 02:41 PM
County Judge Exec Asst.	Andrea Schiele	07/15/2020 03:26 PM
Form Started By: Andrew Portillo		Started On: 07/14/2020 10:27 AM
Final Approval Date: 07/15/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
INNER LOOP ANNEX PHASES II & III
AND RELATED SERVICES
(Sourcewell Coop Cont. #121919-KII)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to 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 "The County")**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **Tech Center Design, Inc. (hereinafter "Service Provider")**, P.O. Box 91705, Austin, TX 78709 (512-407-8447). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

As described in the attached Statement of Work/Proposal, dated May 12, 2020, which is incorporated herein as if copied in full.

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

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 period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $28,690.00.**

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

IV.

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

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

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

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

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

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

V.

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/Proposal, dated May 12, 2020, which is incorporated herein as if copied in full;

B. Sourcewell RFP and Contract #121919-KII, including addenda and related documents; and

C. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VI.

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

VII.

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

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

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: Service Provider 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 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.

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

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 2020

SERVICE PROVIDER:

Loretta Gray Guthrie
Authorized Signature

LORETTA GRAY GUTHRIE
Printed Name

Date: 7/10 ___, 2020

Exhibit(s)
Statement of Work/Proposal dated May 12, 2020

TechCenter Design, Inc.
Furniture for Technology, Healthcare and Education

P.O. Box 91705
Austin, TX 78709

Proposal

DATE	Quotation NO.
5/12/2020	20-42966

Bill To	Ship To
WILLIAMSON COUNTY 3101 SE Inner Loop Georgetown, TX 78626	Wilco Annex Innerloop 301 SE Inner Loop Georgetown, TX 78626

Contract No.	P.O. NO.	TERMS	DUE DATE	Project
		Net 30	6/11/2020	

ITEM No.	PART #	DESCRIPTION	QTY	Unit Price	TOTAL
1	Labor	Sourcewell contract #121919-KII Labor to receive, deliver and install during normal business hours and in two trips if necessary Fee proposal for services for the Williamson County Inner Loop Annex Phase II - Areas 102 and 200 Reconfigure. SCOPE OF WORK TCDI will provide services as designated below: • product inventory of existing modular furniture. • detailed Bill of Materials Inventory to TechCenter Design, Inc. • dismantle existing work-stations and remove from site to be placed into FRI Climate Controlled Warehouse. • Storage of product is included for a (90) Day Period from date of receipt. Storage per (30) day period is $600.00. Storage required Beyond (90) days, will incur additional storage fees per Terms & Conditions. Additional storage fees will be pro-rated and billed on actual usage. • TechCenter Design, Inc. to provide;Project Timeline, Point-of-Contact Information, Installation Address,	1	10,600.00	10,600.00

(0.0%)	
TOTAL	

SIGNATURE

TechCenter Design, Inc.
Furniture for Technology, Healthcare and Education

P.O. Box 91705
Austin, TX 78709

Proposal

DATE	Quotation NO.
5/12/2020	20-42966

Bill To	Ship To
WILLIAMSON COUNTY 3101 SE Inner Loop Georgetown, TX 78626	Wilco Annex Innerloop 301 SE Inner Loop Georgetown, TX 78626

Contract No.	P.O. NO.	TERMS	DUE DATE	Project
		Net 30	6/11/2020	

ITEM No.	PART #	DESCRIPTION	QTY	Unit Price	TOTAL
		and any other pertinent project information. • All work is costed to be performed during regular business hours - Monday to Friday 7:00 AM to 4:00 PM. If work is required to be performed outside of these hours, additional fees will apply per Terms & Conditions.			

	(0.0%)
	TOTAL

SIGNATURE

TechCenter Design, Inc.
Furniture for Technology, Healthcare and Education

P.O. Box 91705
Austin, TX 78709

Proposal

DATE	Quotation NO.
5/12/2020	20-42966

Bill To	Ship To
WILLIAMSON COUNTY 3101 SE Inner Loop Georgetown, TX 78626	Wilco Annex Innerloop 301 SE Inner Loop Georgetown, TX 78626

Contract No.	P.O. NO.	TERMS	DUE DATE	Project
		Net 30	6/11/2020	

ITEM No.	PART #	DESCRIPTION	QTY	Unit Price	TOTAL
2	Labor	Fee proposal for services for the Williamson County Inner Loop Annex Phase IIa - Areas 102 and 200 Reconfigure. PROJECT DESCRIPTION Fee proposal for services for the Williamson County Inner Loop Annex Phase IIa - Areas 102 and 200 Reconfigure. SCOPE OF WORK TCDI will provide services as designated below: * Design and Layout *RDI new product (if needed) for new layout, Clean, Deliver and Install product previously removed and placed into FRI storage. *Storage of product is included for up to (2) weeks from the date of receipt. Storage per (30) day period is based on actual square footage and will be pro-rated and billed on actual usage. Storage required Beyond the initial (w) week period, will incur additional storage fees per FRI Terms & Conditions.	1	18,090.00	18,090.00

	(0.0%)
	TOTAL

SIGNATURE

TechCenter Design, Inc.
Furniture for Technology, Healthcare and Education

P.O. Box 91705
Austin, TX 78709

Proposal

DATE	Quotation NO.
5/12/2020	20-42966

Bill To	Ship To
WILLIAMSON COUNTY 3101 SE Inner Loop Georgetown, TX 78626	Wilco Annex Innerloop 301 SE Inner Loop Georgetown, TX 78626

Contract No.	P.O. NO.	TERMS	DUE DATE	Project
		Net 30	6/11/2020	

ITEM No.	PART #	DESCRIPTION	QTY	Unit Price	TOTAL
		* TechCenter Design, Inc. to provide; Project Timeline, Point-of-Contact Information, Installation Address, and any other pertinent project information. *All work is costed to be performed during regular business hours - Monday to Friday 7:00 AM to 4:00 PM. If work is required to be performed outside of these hours, additional fees will apply per Terms & Conditions.			

	$28,690.00
(0.0%)	$0.00
TOTAL	$28,690.00

Thank you for this opportunity!!
By signing this quote, you agree to purchase of items listed.

SIGNATURE _____

Commissioners Court - Regular Session **45.**

Meeting Date: 07/21/2020

Jail Master Plan (P432) SWA#1 to WA#1 for Talex Inc.

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving Supplemental Work Authorization #1 to Work Authorization #1 for the Jail Facility Master Plan (P432) in the amount of $75,000 to expire on December 31, 2020 under Williamson County Contract for Engineering Services, dated January 30, 2019, between Williamson County and Talex Inc. Engineers.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SWA#1 to WA#1 Master Jail (P432) Talex

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/15/2020 11:35 AM
County Judge Exec Asst.	Andrea Schiele	07/15/2020 02:17 PM
Form Started By: Wendy Danzoy		Started On: 07/15/2020 10:12 AM
Final Approval Date: 07/15/2020		

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY PROJECT: (P432)
Williamson County Jail Facility Master Plan

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **January 30, 2019** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Talex Inc. Engineers (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 1 dated effective **April 2, 2019** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The above referenced Work Authorization termination date shall be modified to **December 31, 2020.** The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

II. The maximum amount payable for services under the Work Authorization is hereby increased from **$125,000.00 to $200,000.00.** The revised Work Schedule is attached hereto as Attachment "D" (must be attached).

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

County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM:	**Talex Inc. Engineers**	**COUNTY:**
By: TR Alexander		By: _____
Signature		Signature
Thomas Alexander		Bill Gravell, Jr.
Printed Name		Printed Name
President		County Judge
Title		Title
7/9/2020		_____
Date		Date

LIST OF ATTACHMENTS

Attachment C - Fee Schedule

Attachment D - Work Schedule

Attachment C - Fee Schedule

Talex Inc. Engineers

Principal	$200 per hour
Senior Engineer/Project Manager	$160 per hour
Staff Engineer/Sr. Designer	$130 per hour
Designer/Drafter	$100 per hour
Executive Assistant	$ 80 per hour

CP&Y Architects

Managing Architects	$180 per hour
Architect	$170 per hour
Architect Intern	$150 per hour
Sr. Technician	$110 per hour
CAD Technician	$100 per hour
Executive Assistant	$ 80 per hour

KE360 Structural Consultants

Principal	$220 per hour
Staff Engineer/Project Manager	$160 per hour
Designer/EIT	$150 per hour
CAD Technician	$105 per hour
Clerical	$ 60 per hour

Attachment D - Work Schedule

Work shall continue upon receipt of agreement between County and Talex Inc. Engineers on the work schedule and authorization to proceed on assigned services. Talex Inc. Engineers will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **46.**

Meeting Date: 07/21/2020

Authorize Williamson County Road and Bridge Training Room Remodel through Choice Partners

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 the price proposal between J.T. Vaughn Construction, LLC and Williamson County for Road and Bridge Training Room Renovation in the amount of $42,816.00 pursuant to Choice Partners Contract No.15/041JN-16 and authorizing the execution of the agreement.

Background

This is for Road and Bridge Training Room Renovations utilizing the Choice Partners Purchasing Cooperative Contract Number 15/041JN-16. Dwayne Gossett is the point of contact for this transaction.This expenditure will be charged to 0100.1026.005300. Funding was approved in the FY20 Budget

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Agreement

Vendor Quote

Quote breakdown

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/16/2020 09:15 AM
County Judge Exec Asst.	Andrea Schiele	07/16/2020 09:18 AM
Form Started By: Johnny Grimaldo		Started On: 07/16/2020 08:39 AM
Final Approval Date: 07/16/2020		

Agreement for Construction Services

(Choice Partners Contract Number: 15/041JN-16)

This Agreement for Construction Services ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and J.T. Vaughn Construction, LLC ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction project consisting of renovation of the Williamson County Road and Bridge Training Room (hereinafter called the "Project"), including demo walls, patch walls, tie-in ceilings, additional lighting, and patch exterior wall panels. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of FORTY-TWO THOUSAND EIGHT HUNDRED SIXTEEN DOLLARS ($42,816.00) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

A. Contractor's Proposal Dated June 23, 2020 – See Attached Exhibit A, which is attached hereto and incorporated herein for all purposes; and
B. Contractor's Unit Cost Estimate – See Attached Exhibit B; which is attached hereto and incorporated herein for all purposes.

ARTICLE 4 COMPLETION: The Work shall be fully and finally completed within forty-five (45) calendar days from the date the Work is commenced; provided, however, Owner may extend said time period in the event Owner, in its sole discretion, determines that unforeseen circumstances affects the progress of the Work and thereby provides justification for extending such time period. Contractor shall commence the Work upon instruction to do so from the Owner. Owner shall determine, in its sole discretion, when the Project has been fully and finally completed to its satisfaction.

ARTICLE 5 PAYMENT: Contractor shall receive one lump sum payment of the Contract Price upon completion of the Project provided the Work has been fully performed to Owner's satisfaction

and Contractor is not breach of this Agreement.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work.

6.5 Insurance. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

6.5.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, 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 Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$250,000 Ea. Accident
Bodily Injury by Disease	$250,000 Ea. Employee

Bodily Injury by Disease	$250,000 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:	$500,000	

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

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$500,000	$500,000
Property damage	$500,000	$500,000
Aggregate policy limits	No aggregate limit	

6.5.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this project.

6.5.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

6.5.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

6.5.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement. The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

6.5.6 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

6.5.7 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or

exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

6.5.8 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

ARTICLE 7 INDEMNITY

7.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNER, AND HOLD HARMLESS THE OWNER, REPRESENTATIVES OF THE OWNER AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH OWNER OR ANY OF THE INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

7.2 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone

claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 8 WARRANTY

8.1 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

8.2 Contractor shall provide warranty services for the Work for a full eighteen (18) months following final completion and final payment. Just before the warranty period expires, Contractor may be requested to attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 Conflicting Terms. In interpreting this Agreement and resolving any ambiguities or conflicting terms between this Agreement and any of the exhibits incorporated herein, the main body of this Agreement shall take precedence over the exhibits and shall control as to any inconsistency and/or conflicting terms between the terms set out in the main body of this Agreement and terms set forth in the exhibits.

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

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

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

9.4 Assignment. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

9.5 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

9.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

9.7 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last know business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

9.5 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

9.6 Relationship of the Parties. Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that

Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

9.7 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

9.8 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

9.9 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

9.10 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

9.11 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the Project. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof.

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____ ____, 20___

CONTRACTOR:

J.T. VAUGHN CONSTRUCTION, LLC

By: _____

Printed Name: _____

Title: J. Thomas Vaughn, CEO

Date: July 15, 2020

EXHIBIT "A"

VAUGHN CONSTRUCTION

June 23rd, 2020

10355 Westpark Drive
Houston, Texas
77042-5312

Telephone:
(713) 243-8300

Facsimile:
(713) 243-8350

Williamson County Facilities
Project Management
3101 SE Inner Loop
Georgetown, TX 78626
(512) 943-1638

Attention: **Dwayne Gossett**

Reference: **Proposal – WILCO Road and Bridge Training Room Renovation**

Choice Partners Contract Number: **15/041JN-16**

We respectfully submit a proposal of **$42,816** (Four Two Thousand Eight Hundred and Sixteen) dollars and 00/100 to provide the following scope:

Summary of Base Cost:	
RS Means Total "O&P":	$ 42,624.56
Contractor Coefficient:	0.98
Subtotal:	$ 41,772.07
Non Pre-Priced Item:	$ 0.00
Bond Cost:	$ 1,044.00
Total Base Cost:	**$42,816.00**

Assumptions and Clarifications:

- All work to be performed during normal business hours 7am to 3:30pm, Monday thru Friday.
- Restroom access provided for contractor
- Dumpster location provided for contractor
- Office/ work area provided for contract
- Vaughn has the right to purchase and manage a project specific Contractor Controlled Insurance Program.

Scope of Work based on:

- Work to be completed per walk through with Williamson County (Dwayne Gossett) drawings N/A

General Qualifications:

- Excludes Contractor Contingency
- Excludes Sales Tax
- Excludes Building Permit Costs
- Excludes asbestos abatement and or lead removal
- Excludes building code changes, life safety code changes, or other regulatory changes that may occur beyond what is currently designed
- Excludes provisions for, or any impacts from, any errors or omissions in the contract documents prepared and/ or issued by the Owner, Owner's vendors/ separate contracts, Architect, Engineer, Consultant, or similar party.
- This proposal is based on market conditions at the time of entering into the Agreement and agree that the risk of unforeseen increases in the cost of the work shall be borne by the party receiving benefit of the Work. Such events or causes shall include, but not be limited to, natural disasters such as hurricanes, earthquakes, floods or other severe weather events, taxes tariffs, labor strikes or labor shortages, highly adverse economic conditions, or sudden market fluctuations resulting in shortages of materials or increases in cost thereof. If the Cost of the Work or portion of the Cost of the Work increases as a result of an external cause, rendering the cost of performance different than contemplated by the Agreement, and the event or cause is beyond the control of Owner or Construction Manager, then the Contract Price shall be equitably adjusted by such increased cost, unless the Owner, Architect, and Construction Manager are able to cooperate in revising the

VAUGHN
CONSTRUCTION

Project scope and quality as required to reduce the Cost of the Work by an amount equal to the cost increase.

- Excludes Holiday Work
- Excludes any HVAC work including Test and Balance.
- Excludes any flooring work.

Our price is valid for ten (10) days

We appreciate the opportunity, and please call me at 512-663-7451 with any questions.

Very truly yours,
VAUGHN CONSTRUCTION

Doug Epstein

EXHIBIT "B"

Road and Bridge Training RM

3101 SE Inner Loop
Georgetow TX 78626

Data Release : Year 2020 Quarter 1 **Unit Cost Estimate**

Quantity	Linenumber	Line Source		Description	Unit	O&P	Ext. Total	Labor Type	Data Release	CCI Location
4	013111500260			Field personnel, superintendent, average	Week	$ 14,950.00		RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
1200	019313031040			Sealing concrete floor, oil or urethane base, spray, 1 coat	S.F.	$ 204.00		RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
50	024119178200			Demolish, remove pavement & curb, remove concrete, mesh reinforced, to 6" thick, hydraulic hammer, excludes hauling and disposal fees	S.Y.	$ 932.40		RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
870	024713330420			Demolition in mold contaminated area, partitions, non load bearing, gypsum board & studs	S.F.	$ 2,609.90		RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
1	055505100240			Selective metals demolition, structural framing members, 1/4-2 tons, remove whole or cut up into smaller pieces, incl loading, cost shoring, bracing, cutting, hauling, dumping	Ea.	$ 111.35		RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
1	054113950160			Bracing strap, shear wall X-bracing for LB studs, galvanized steel, one face, per 48" x 10' pay, 18 ga x 4" W	Ea.	$ 50.17		RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
25	054113950430			Bracing strap, continuous horizontal row, for LB studs, galvanized steel, both faces, studs 16" OC, 20 ga x 2" W	C.L.F.	$ 2,918.50		RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
100	054113100210			Bridging, solid, length of load bearing track, between load bearing studs, per stud bay, 18 ga x 3-5/8" W x 12" L, incl bent tabs at ends	Ea.	$ 498.00		RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
870	072116200820			Batt insulation, for walls or ceilings, unfaced fiberglass, 3-1/2" thick, R13, 15" wide	S.F.	$ 426.40		RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
320	074213300900			Steel siding, colored, corrugated or ribbed, on steel frame, 10 year finish, 26 gauge, incl. fasteners	S.F.	$ 1,540.80		RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
920	079219100930			Joint sealants, caulking and sealants, acoustical sealants, elastomeric, cartridges, 1/4" x 1/2", in place	L.F.	$ 2,125.20		RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
52	099505102201			Door demolition, door frames, wood, remove, alternate pricing method per SF	L.F.	$ 104.78		RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
1	081213130040			Frames, steel, knock down, hollow metal, double, 16 ga., up to 5-3/4" deep, 6'-8" h x 6'-0" w	Ea.	$ 330.34		RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
1	081213250000			Door frames, minimum labor/equipment charge	Job	$ 409.50		RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
1	087120451800			Door hardware, apartment, interior	Door	$ 715.40		RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)

920	260505102001			Ceiling demolition, gypsum wall board, furred and nailed, remove	S.F.	$	562.40	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
920	092116335000			Partition wall, interior, water resistant, taped both sides, installed on & incl. 25 ga. NLB metal studs, 3-5/8" wide, 16" OC, 8' to 12' high, 5/8" gypsum drywall	S.F.	$	3,163.20	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
100	096513130700			Wall base, vinyl, straight or cove, standard colors, 4" high, 1/8" thick	L.F.	$	248.00	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
1956	099123741240			Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, zero voc latex, 3 coats, smooth finish, roller	S.F.	$	1,212.72	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
1	099125749900			Paints & coatings, walls & ceilings, interior, zero voc latex, minimum labor/equipment charge	Job	$	124.84	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
6	210923509990			Water-based fire suppression piping, minimum labor/equipment charge	Job	$	780.84	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
200	260505105100			Conduit, rigid galvanized steel, 1/2" to 1" diameter, electrical demolition, remove conduit to 10' high, including fittings & hangers	L.F.	$	305.00	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
200	260505100260			Armored cable, (BX), #12, 2 wire, average 50' runs, electrical demolition, remove	L.F.	$	124.00	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
158	260505100290			Armored cable, (BX), #12, 3 wire, average 50' runs, electrical demolition, remove	L.F.	$	120.06	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
6	260505101720			Junction boxes, 4" square & octagon, electrical demolition, remove, including removal of supports and terminations	Ea.	$	32.46	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
21	260505101630			Wire, THW-THWN-THHN, #14, electrical demolition, removed from in place conduit, to 10' high	C.L.F.	$	139.44	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
29	260505101540			Wire, THW-THWN-THHN, #12, electrical demolition, removed from in place conduit, to 10' high	C.L.F.	$	187.40	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
4	260505102120			Fluorescent fixtures, interior, 2 lamp, 2' x 4', electrical demolition, remove, recessed drop-in, to 10' high, including supports & whips	Ea.	$	105.24	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
1	260505109000			Electrical demolition, minimum labor/equipment charge	Job	$	108.11	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
33	260519900100			Wire, copper, stranded, 600 volt, #12, type THW, normal installation conditions in wireway, conduit, cable tray	C.L.F.	$	1,268.33	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
23	260519900120			Wire, copper, stranded, 600 volt, #10, type THW, normal installation conditions in wireway, conduit, cable tray	C.L.F.	$	1,586.17	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
160	260533131750			Rigid galvanized steel conduit, 1/2" diameter, to 10' H, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	L.F.	$	1,267.20	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
18	260533131901			Rigid galvanized steel conduit, field bends, 45 Deg. to 90 Deg., 1/2" diameter	Ea.	$	176.58	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
16	260533133000			Rigid galvanized steel conduit elbows, 1/2" diameter, to 10' high	Ea.	$	264.96	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)

16	260533132030			Rigid galvanized steel conduit couplings, 1/2" diameter, to 10' high	Ea.	$	44.64	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
1	260533139900			Conduit, to 10' high, minimum labor/equipment charge	Job	$	108.11	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
20	260533160370			Outlet boxes, pressed steel, for Romex or BX, with bracket, 4" square	Ea.	$	639.60	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
22	260533251130			Conduit fittings for rigid galvanized steel, bushings, plastic, 1/2" diameter	Ea.	$	240.02	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
22	260533251530			Conduit fittings for rigid galvanized steel, sealing locknuts, 1/2" diameter	Ea.	$	260.72	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
22	260533251760			Conduit fittings for rigid galvanized steel, grounding bushing, insulated, 1/2" diameter	Ea.	$	417.56	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
1	262726209000			Wiring devices, minimum labor/equipment charge	Job	$	108.11	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
6	265113500600			Fluorescent fixture, interior, acrylic lens, grid recess ceiling mounted, 4-40 W, 2' W x 4' L, incl lamps, mounting hardware and connections	Ea.	$	989.22	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
1	265113599000			Interior lighting fixtures, minimum labor/equip charge	Job	$	144.14	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
8	270502200220			Voice/data outlet, structural demolition, remove	Ea.	$	24.72	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)

Summary of Base Cost

RS Means Total "DEP"		$ 42,434.87
Contractor Coefficient		$ 0.95
Subtotal		$ 41,772.08
Non Pre-Proc Item		$ -
Bond Cost		$ 1,044.00
Total Base Cost		**$ 42,816.08**

June 23rd, 2020

10355 Westpark Drive
Houston, Texas
77042-5312

Telephone:
(713) 243-8300

Facsimile:
(713) 243-8350

Williamson County Facilities
Project Management
3101 SE Inner Loop
Georgetown, TX 78626
(512) 943-1636

Attention: **Dwayne Gossett**

Reference: **Proposal – WILCO Road and Bridge Training Room Renovation**

Choice Partners Contract Number: **15/041JN-16**

We respectfully submit a proposal of **$42,816** (Four Two Thousand Eight Hundred and Sixteen) dollars and 00/100 to provide the following scope:

Summary of Base Cost:	
RS Means Total "O&P":	$ 42,624.56
Contractor Coefficient:	0.98
Subtotal:	$ 41,772.07
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Total Base Cost:	**$42,816.00**

Assumptions and Clarifications:

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- Restroom access provided for contractor
- Dumpster location provided for contractor
- Office/ work area provided for contract
- Vaughn has the right to purchase and manage a project specific Contractor Controlled Insurance Program.

Scope of Work based on:

- Work to be completed per walk through with Williamson County (Dwayne Gossett) drawings N/A

General Qualifications:

- Excludes Contractor Contingency
- Excludes Sales Tax
- Excludes Building Permit Costs
- Excludes asbestos abatement and or lead removal
- Excludes building code changes, life safety code changes, or other regulatory changes that may occur beyond what is currently designed
- Excludes provisions for, or any impacts from, any errors or omissions in the contract documents prepared and/ or issued by the Owner, Owner's vendors/ separate contracts, Architect, Engineer, Consultant, or similar party.
- This proposal is based on market conditions at the time of entering into the Agreement and agree that the risk of unforeseen increases in the cost of the work shall be borne by the party receiving benefit of the Work. Such events or causes shall include, but not be limited to, natural disasters such as hurricanes, earthquakes, floods or other severe weather events, taxes tariffs, labor strikes or labor shortages, highly adverse economic conditions, or sudden market fluctuations resulting in shortages of materials or increases in cost thereof. If the Cost of the Work or portion of the Cost of the Work increases as a result of an external cause, rendering the cost of performance different than contemplated by the Agreement, and the event or cause is beyond the control of Owner or Construction Manager, then the Contract Price shall be equitably adjusted by such increased cost, unless the Owner, Architect, and Construction Manager are able to cooperate in revising the

Project scope and quality as required to reduce the Cost of the Work by an amount equal to the cost increase.

- Excludes Holiday Work
- Excludes any HVAC work including Test and Balance.
- Excludes any flooring work.

Our price is valid for ten (10) days

We appreciate the opportunity, and please call me at 512-663-7461 with any questions.

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Road and Bridge Training RM

3101 SE Inner Loop
Georgetown TX 78626

Data Release : Year 2020 Quarter 1

Unit Cost Estimate

Quantity	LineNumber	Line Source		Description	Unit	O&P	Ext. Total	Labor Type	Data Release	CCI Location
4	013113200260			Field personnel, superintendent, average	Week	$	14,900.00	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
1200	019313031040			Sealing concrete floor, oil or urethane base, spray, 1 coat	S.F.	$	204.00	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
60	024113175200			Demolish, remove pavement & curb, remove concrete, mesh reinforced, to 6" thick, hydraulic hammer, excludes hauling and disposal fees	S.Y.	$	932.40	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
870	028713330450			Demolition in mold contaminated area, partitions, non load bearing, gypsum board & studs	S.F.	$	2,409.90	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
1	050505100240			Selective metals demolition, structural framing members, 1/4-2 tons, remove whole or cut up into smaller pieces, incl loading, excl shoring, bracing, cutting, hauling, dumping	Ea.	$	111.36	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
1	054113050160			Bracing strap, shear wall X-bracing for LB studs, galvanized steel, one face, per 10' x 10' bay, 18 ga x 4" W	Ea.	$	90.17	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
25	054113050430			Bracing strap, continuous horizontal row, for LB studs, galvanized steel, both faces, studs 16" OC, 20 ga x 2" W	C.L.F.	$	2,918.50	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
100	054113100210			Bridging, solid, length of load bearing track between load bearing studs, per stud bay, 18 ga x 3-5/8" W x 12" L, incl bent tabs at ends	Ea.	$	498.00	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
870	072116200820			Blanket insulation, for walls or ceilings, unfaced fiberglass, 3-1/2" thick, R13, 15" wide	S.F.	$	626.40	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
320	074213300900			Steel siding, colored, corrugated or ribbed, on steel frame, 10 year finish, 26 gauge, incl. fasteners	S.F.	$	1,340.80	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
920	079219100030			Joint sealants, caulking and sealants, acoustical sealants, elastomeric, cartridges, 1/4" x 1/2", in place	L.F.	$	2,125.20	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
62	080505102201			Door demolition, door frames, wood, remove, alternate pricing method per LF	L.F.	$	104.78	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
1	081213130040			Frames, steel, knock down, hollow metal, double, 16 ga., up to 5-3/4" deep, 6'-8" h x 6'-0" w	Ea.	$	330.34	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
1	081213259000			Door frames, minimum labor/equipment charge	Job	$	409.50	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
1	087120151000			Door hardware, apartment, interior	Door	$	715.40	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)

920	090505100200			Ceiling demolition, gypsum wall board, furred and nailed, remove	S.F.	$ 662.40	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
920	092116335200			Partition wall, interior, water resistant, taped both sides, installed on & incl. 25 ga, NLB metal studs, 3-5/8" wide, 16" OC, 8' to 12' high, 5/8" gypsum drywall	S.F.	$ 3,183.20	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
100	096513130700			Wall base, vinyl, straight or cove, standard colors, 4" high, 1/8" thick	L.F.	$ 248.00	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
1956	099123741240			Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, zero voc latex, 3 coats, smooth finish, roller	S.F.	$ 1,212.72	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
1	099123749900			Paints & coatings, walls & ceilings, interior, zero voc latex, minimum labor/equipment charge	Job	$ 124.64	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
5	210523509990			Water-based fire suppression piping, minimum labor/equipment charge	Job	$ 790.85	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
200	260505100100			Conduit, rigid galvanized steel, 1/2" to 1" diameter, electrical demolition, remove conduit to 10' high, including fittings & hangers	L.F.	$ 356.00	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
200	260505100280			Armored cable, (BX), #14, 2 wire, average 50' runs, electrical demolition, remove	L.F.	$ 124.00	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
158	260505100290			Armored cable, (BX), #14, 3 wire, average 50' runs, electrical demolition, remove	L.F.	$ 120.08	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
6	260505101720			Junction boxes, 4" square & octagon, electrical demolition, remove, including removal of supports and terminations	Ea.	$ 32.46	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
21	260505101830			Wire, THW-THWN-THHN, #14, electrical demolition, removed from in place conduit, to 10' high	C.L.F.	$ 139.44	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
20	260505101840			Wire, THW-THWN-THHN, #12, electrical demolition, removed from in place conduit, to 10' high	C.L.F.	$ 157.40	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
4	260505102120			Fluorescent fixtures, interior, 2 lamp, 2' x 4', electrical demolition, remove, recessed drop-in, to 10' high, including supports & whips	Ea.	$ 105.24	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
1	260505109000			Electrical demolition, minimum labor/equipment charge	Job	$ 108.11	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
23	260519900100			Wire, copper, stranded, 600 volt, #12, type THW, normal installation conditions in wireway, conduit, cable tray	C.L.F.	$ 1,258.33	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
23	260519900120			Wire, copper, stranded, 600 volt, #10, type THW, normal installation conditions in wireway, conduit, cable tray	C.L.F.	$ 1,559.17	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
160	260533131750			Rigid galvanized steel conduit, 1/2" diameter, to 10' H, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	L.F.	$ 1,267.20	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
18	260533131991			Rigid galvanized steel conduit, field bends, 45 Deg. to 90 Deg., 1/2" diameter	Ea.	$ 176.58	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
16	260533132000			Rigid galvanized steel conduit elbows, 1/2" diameter, to 10' high	Ea.	$ 284.96	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)

16	260533132250			Rigid galvanized steel conduit couplings, 1/2" diameter, to 10' high	Ea.	$ 44.64	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
1	260533139990			Conduit, to 10' high, minimum labor/equipment charge	Job	$ 108.11	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
20	260533160170			Outlet boxes, pressed steel, for Romex or BX, with bracket, 4" square	Ea.	$ 639.80	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
22	260533251130			Conduit fittings for rigid galvanized steel, bushings, plastic, 1/2" diameter	Ea.	$ 240.02	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
22	260533251630			Conduit fittings for rigid galvanized steel, sealing locknuts, 1/2" diameter	Ea.	$ 280.72	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
22	260533251760			Conduit fittings for rigid galvanized steel, grounding bushing, insulated, 1/2" diameter	Ea.	$ 417.56	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
1	262726209000			Wiring devices, minimum labor/equipment charge	Job	$ 108.11	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
6	265113500600			Fluorescent fixture, interior, acrylic lens, grid recess ceiling mounted, 4-40 W, 2' W x 4' L, incl lamps, mounting hardware and connections	Ea.	$ 989.22	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
1	265113509000			Interior lighting fixtures, minimum labor/equip charge	Job	$ 144.14	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)
8	270505200220			Voice/data outlet, electrical demolition, remove	Ea.	$ 24.72	RR	Year 2020 Quarter 1	TEXAS / AUSTIN (786-787)

Summary of Base Cost:

RS Means Total "O&P":		**$ 42,624.57**
Contractor Coefficient:		$ 0.98
Subtotal:		$ 41,772.08
Non Pre-Priced Item:		$ -
Bond Cost:		$ 1,044.00
Total Base Cost:		**$ 42,816.08**

Commissioners Court - Regular Session **47.**

Meeting Date: 07/21/2020

Advertisement Approval T1062 Parking Lot Fog Seal FY20

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 Parking Lot Fog Seal FY20 under IFB #T1062.

Background

Williamson County is seeking qualified companies to provide materials, experienced fog seal, striping and concrete slab installation crews and equipment to rehabilitate parking lots FY 20. Department point of contact is Kon Kwan. Funding source 01.0100.0509.005300.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/15/2020 02:14 PM
County Judge Exec Asst.	Andrea Schiele	07/15/2020 02:16 PM
Form Started By: Thomas Skiles		Started On: 06/26/2020 08:21 AM
Final Approval Date: 07/15/2020		

Commissioners Court - Regular Session **48.**

Meeting Date: 07/21/2020

Landfill Tipping Fee

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on proposed landfill tipping fee rate increases.

Background

Per Article III Section 3.2 of the Landfill Agreement, Waste Management may propose a Tip Fee rate increase once per fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Landfill Tipping Fee

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/07/2020 09:26 AM
Form Started By: Vicky Edwards		Started On: 07/06/2020 11:55 AM
Final Approval Date: 07/07/2020		

WASTE MANAGEMENT
9900 Giles Lane
Austin, TX 78754
(512) 272-9387
(512) 272-9370 Fax

June 1, 2020

The Honorable Bill Gravell
Williamson County Judge
Williamson County Courthouse
710 Main Street
Georgetown, Texas 78626

Subject: Williamson County Landfill Price Adjustment

Dear Judge Gravell:

Pursuant to Article III, Section 3.2 of the March 3, 2009 Williamson County Landfill Operation Agreement between Williamson County and Waste Management of Texas, Inc., Waste Management may increase the Tip Fee with advance written notice to the County. The purpose of this letter is to notify the County that based upon current market conditions a $2.05 per ton or 4.9% Tip Fee adjustment will be implemented effective August 1, 2020.

Current Tip Fee:
$41.95 per ton + TCEQ fee, Williamson County fees, and fuel surcharge, if applicable

New Tip Fee Effective August 1, 2020:
$44.00 per ton + TCEQ fee, Williamson County fees, and fuel surcharge, if applicable

In addition to the adjusted Tip Fee, all cars and pickups will be charged a flat rate of $40.00/vehicle from the current $36/Load plus Fees. A one-ton minimum will be applied to all other vehicles plus applicable fees. The *brush* rate will also increase effective August 1, 2020 from $7.00/cubic yard to $7.50/cubic yard. Further, because of the special fund and host fund fees are derived from the Tip Fee, the combined 6% of these funds will yield $2.64/Ton instead of the $2.52/Ton once the new Tip Fee takes effect.

The last rate increase went into effect in January 2019.

Please feel free to contact me at 512-272-9387 or 512-748-4235 should you have any questions or comments. As always, Waste Management looks forward to continuing to serve Williamson County.

Sincerely,

James "Bubba" Smith
Area Manager of Disposal Operations
Waste Management of Texas, Inc.

June 1, 2020

Disposal Rate Comparisons for Solid Waste Landfills in CAPCOG region;

Austin Area Landfill Rates

Landfill Facility	Cars/Pickups	Disposal Rate	Commercial Minimum Charge
TDS (Tx Disposal Systems)	$55/Load	$55.00/Ton	$90
Waste Connections Type IV	$96.30/Load	$32.10/CY ($112.35/ton*)	$121.87
WM Austin Community	$130/Load	$58/Ton plus Fees	$130
WM Williamson County	$36.00/load (current) **$42.00/Load (proposed)**	$41.95/ton plus fees (current) **$44.00/Ton plus fees (proposed)**	$41.95 plus fees **$44.00 plus fees**

**** Note: Waste Connections tonnage rate based upon 3.5 cys/ton conversion***

Commissioners Court - Regular Session **49.**

Meeting Date: 07/21/2020

Sharp Copiers for Fleet

Submitted For: Randy Barker **Submitted By:** Laura Zavala, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the lease with Sharp Electronics Corp for Copier for Fleet Services in the amount of $94.44 per month, pursuant to DIR Contract # DIR-CPO-4433.

Background

Approval of this lease will support the operations of the Williamson County Fleet department. New lease term is for 48 months effective 8/4/2020. This will include copier machine and service at a rate of $94.44 per month. This includes 2,500 copies/prints per month, overages will be billed at $0.0071 each. The expenditure will be charged to 01.0100.0570.004621. Department contact will be Kevin Teller.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sharp Lease

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/16/2020 08:53 AM
County Judge Exec Asst.	Andrea Schiele	07/16/2020 08:54 AM
Form Started By: Laura Zavala		Started On: 07/08/2020 07:59 AM
Final Approval Date: 07/16/2020		

SHARP

STATE OF TEXAS DIR-CPO-4433 QUOTE

Vendor Name:	SHARP Electronics Corp.; C/O Sharp Business Systems
Address:	100 Paragon Drive Box Q
City, State Zip	Montvale, NJ 07645

Date:	03/20/20
Quote No.	WCFS F

Customer Name/Invoice Address:	Delivery Address:
Williamson County Fleet Services	Williamson County Fleet Services
3151 SE Inner Loop	3151 SE Inner Loop
Georgetown TX 78626	Georgetown TX 78626

Contact Name:	Kevin Teller	Phone:	512.943.3368
		E-Mail:	kevin.teller@wilco.org
Sharp Business Systems, M.D. Leonard		Quoting Dealer:	Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**
Dealer Authorized Signature MDLeonard 03/20/20		Installing Dealer:	Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**

Item	Description	Quantity		Cost/Mo.
	Sharp MX-M3051; 30 ppm Networked Digital Copier/Printer w/ 100 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper **MX-DE25N; Stand with (1) addt'l 550 Sheet Paper Drawers (Total of 2 Paper Drawers + Bypass Tray)** **MX-FN27N; Internal Finisher** **Includes:** **2,500 copies/prints per month; Excess @ $0.0071 ea.** **Includes:** **Delivery, Installation, Training, Professional Services, Parts, Labor, and Toner.**	1		$94.44
	State of Texas DIR 48 Month Lease		**Monthly Total**	$94.44

Commissioners Court - Regular Session **50.**

Meeting Date: 07/21/2020

Shopkey Renewal

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 for Shopkey software to Mitchell 1 in the amount of $673.20.

Background

Approval of this renewal will support the operations of the Williamson County Fleet Department. IT has reviewed and approved this request. A PO will be used as the method of payment for the software. This expenditure will be charged to 01.0882.0882.003011. Department contact is Kevin Teller.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Original Subscription

Renewal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/16/2020 08:57 AM
County Judge Exec Asst.	Andrea Schiele	07/16/2020 09:09 AM
Form Started By: Erica Smith		Started On: 07/08/2020 10:40 AM
Final Approval Date: 07/16/2020		

Make Checks Payable to MITCHELL 1

From the U.S.: MITCHELL 1 25029 Network Place, Chicago, IL 60673-1250
Federal ID No.: 33-0734307

From Canada: MITCHELL 1 P.O. Box 15358 Station A Toronto, ON M5W 1C1 Canada
GST No: 888262094RT0001

Correspondence to: MITCHELL 1 14145 Danielson Street, Poway, CA 92064 Ph# (888) 724-6742

SHOPKEY™

SHOPKEY ORDER FORM with Order Terms

ORDER # _____

NEW ACCOUNT? ☑ Yes ☐ No ☐ Has Info Changed?

SHIP TO ☐ Rep ☑ Customer ☐ Other

SHIP TO #:	750215	CRP ID:	ASSOC MEMBER #:	PDG or Lead #:	DATE: Mar 6, 2019
CO NAME:	WILLIAMSON COUNTY FLEET SERVICES			TM REP: TONIA HAYNES	T#: 1528
ATTENTION:	KEVIN TELLER			IND REP: RUSSELL BLANKA	I#: 046969
ST ADDRESS:	3151 SE INNER LOOP SUITE B			SK REP:	R#:
CITY, ST, ZIP:	GEORGETOWN TX 78626			DEALER:	D#:
PH#:	512.943.3330	FAX#:		EMAIL:	KEVIN.TELLER@WILCO.ORG

☑ Bill to address is the same? If not, complete the following section.

BILL TO #:		CO NAME:		Lease Co?	☐ Yes ☐ No
ATTENTION:					
ST ADDRESS:					
CITY, ST, ZIP:					

PRODUCT		QTY	Subscription NEW	Subscription REN	Code	Term	Price**
Select Product	Repair-Connect	1	☑	☐	RCULTRA	12M	$660.00
			☐	☐			
			☐	☐			
			☐	☐			
			☐	☐			
Type Other			☐	☐			

PAYMENT OPTIONS: *Terms & Conditions (see End User License Agreement):*
Customer is responsible for all applicable state or local taxes.

Subtotal	
+ TAX* if applicable	
TOTAL	

*If tax exempt, you must attach exempt certificate.

**Pricing good for 30 days excluding promotional pricing which expires at the end of the stated promotional period.

DIRECT DEBIT

I authorize Mitchell 1 to enroll me in the Direct Debit or credit card payment plan to enable the automatic payment of my Mitchell 1 monthly bill **OR** I agree to change my existing monthly automatic payment by the amount of this order. I authorize the financial institution name below to charge my account for payment of my Mitchell 1 bill.

Check one of the payment methods below:

☐ Direct Debit (attach voided check) ☐ Credit Card Card # _____ Exp: _____

Name on Card: _____

Signature: _____ Date: _____

Remit Payment to Mitchell 1.

FIRST MONTH OR FULL PAYMENT

☐ Check (Ck # Amt) ☑ P.O. #

☐ Credit Card Card # Name on Card: Exp:

SPECIAL INSTRUCTIONS: Leadway and Bundle Up! promotion pricing reverts to normal list price after initial contract is complete. ProSpect pricing reverts to normal add-on pricing after initial contract.

THE UNDERSIGNED AGREE TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND HAVE RECEIVED AND ACCEPTED THE SNAP-ON ORDER TERMS AND CONDITIONS. IN WITNESS THEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE RESPECTIVE DATE INDICATED ABOVE. CUSTOMER AGREES TO RECEIVE PROMOTIONAL E-MAILS FROM MITCHELL 1. IF CUSTOMER WOULD PREFER NOT TO RECEIVE PROMOTIONAL E-MAILS FROM MITCHELL 1, PLEASE VISIT OUR WEBSITE www.sktraining.net/unsubscribe TO UNSUBSCRIBE.

End User/Owner Signature Bill Gravell Jr. Print Name Bill Gravell Jr. Title Williamson Co. Judge

This agreement may be cancelled within 30 days without penalty by calling 888-724-6742.

Electronic Signatures. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any voice recorded or electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile, telephone recording or e-mail electronic signatures.

SKEOF122018

Snap-on® Diagnostics Order Terms and Conditions

1. **Order Forms.** Customer acknowledges and agrees that the Order Form and the registration, payment and other information submitted by Customer on the Order Form is complete and accurate. Electronic Signatures. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any voice recorded or electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile, telephone recording or e-mail electronic signatures. Order Forms for: (a) Products provided electronically, or (2) Services and Products provided electronically, are accepted when Snap-on Diagnostics sends Customer an electronic message confirming the Order Form. All other Order Forms for: (y) Products not provided electronically, or (z) Services and Products not provided electronically, are accepted upon shipment of the Products, licensed FCA shipping point. Order Forms for Services only are accepted when an authorized Snap-on Diagnostics representative signs the Order Form. Any terms and conditions set forth on a purchase order or other written documentation from Customer shall be considered void and of no force and effect.
2. **Services.** The Service(s) unless terminated earlier in accordance with the Agreement, will renew automatically on a month to month basis. 30-day notice is required to cancel during the renewal period. Notwithstanding anything herein to the contrary, if the Order From provides for a promotional term, the "**Initial Term**" and "**Renewal Term**" shall be the promotional term defined in the Order Form. The 30 day notice of cancelation stated above shall apply to any promotional term.

   2.1. M1 Business Performance Services

   2.1.1. Overview. If the Services may include Customer Retention Marketing Service Reminders (**"CRM"**), Target Market Promotions (**"TMP"**), **Website** and Data Protection (**"DP"**) and other services that may be offered from time to time as further specified on the Order Form (hereinafter individually or collectively referred to as "Service(s)") **Section 2.1.1** through **Section 2.1.4** apply respectively to the Service(s) selected.

   2.1.2. Customer Retention Marketing Service Reminders. If Customer selects CRM as set forth on the Order Form, Snap-on Diagnostics agrees to provide the following services:

   (a) Extract customer and vehicle information from the automotive facilities management system for the use of Marketing Services (defined below).

   (b) Provide **"Marketing Services"** that include service reminder postcards via mail, e-mail service reminders, and thank you e-mails for new customers. Service reminders via mail and e-mail service reminders are limited to unique vehicle/customer records defined as eligible for solicitation based on the payment level chosen on the Order Form. E-mail service reminders will always be sent when an e-mail address is captured by Snap-on Diagnostics via the extraction process or may be obtained by Snap-on Diagnostics through third party e-mail providers.

   (c) Manage a database of customer and vehicle information for the Customer.

   (d) Send customer and vehicle data to print vendor of Snap-on Diagnostics's choice for Marketing Services.

   (e) Use data hygiene cleansing processes for data integrity and provide a secure environment for customer data storage.

   (f) Provide Customer technical and customer support for CRM services during the Term of the Agreement.

   (g) If Customer has opted for service recommendations on the Order Form, such recommendations will be added to service reminder postcards and e-mails. Service recommendations will be pulled from the Snap-on Diagnostics/ShopKey Manager program.

   (h) If Customer has opted for the Target Market Promotions (**"TMP"**) the data for TMP will be provided either from: (i) the Customer's existing customer database and uploaded for use on mailing campaigns, or (ii) for an additional fee and as indicated on the Order Form, Customer may elect to "rent" a customer mailing list through Snap-on Diagnostics from a Third Party Provider (defined below). If Customer elects to rent a mailing list as provided in this Section **2.1.2 (h)**, such rented mailing list shall be used only for one (1) mailing event and Snap-on Diagnostics is not permitted and will not in any event provide a list of customers included in a rented mailing list. Standard promotional artwork templates are provided. At Customer's option, Snap-on Diagnostics will create custom templates for a one-time fee of $150 for each unique template requested. The $150 charge includes one (1) change or revision to the custom template.

   (i) Customer opting for eCRM e-mail service can choose from an extensive list of pre-existing text coupon templates with the ability to include their own limited text. These pre-existing text coupons can be updated at any time. Custom graphic coupons are available to customers subscribing to eCRM e-mail service at $150 per request.

   (j) Customers opting for monthly Postcard service can choose coupons from a large list of coupon design templates and make a maximum of 4 revisions in a twelve (12) month period. Additional custom coupon changes can be completed at $150 per request. There is no limit on switching coupons from the existing coupon template library. Customer opting for Postcard service can choose cover artwork from the existing Snap-on Diagnostics library and receive one (1) custom design per year, and a maximum of two (2) revisions to that custom design. Additional cover art change requests can be completed at $150 per request.

   (k) The Customer acknowledges that any content pushed to the customer's Facebook page by Snap-on Diagnostics is at Facebook's sole discretion to present.

   (l) Customers purchasing a **Website** from Snap-on Diagnostics that also include the purchase of a domain name, acknowledges that the purchased domain name will remain Snap-on Diagnostics's property and may or may not be transferred to the customer upon contact cancelation.

   (m) A **Website** and/or any **CRM** service provided by Snap-on Diagnostics does not include a guarantee of prominent or "first page" search engine results positioning.

   (n) If Customer has opted for Marketing services, the Customer hereby agrees to pay and be fully responsible for the Google AdWords monthly budget of $200.00, to be paid to Google pursuant to its policies. In the event the Customer fails to pay such monthly budget, Customer understands and agrees that it will still be required to pay the Marketing services monthly Service fee.

   2.1.3. OwnerAutoSite.com The Customer acknowledges that Snap-on Diagnostics will be posting consumer service history data on behalf of Customer via a unique Internet login, and Customer accepts full responsibility for doing so.

   2.1.4. Snap-on Diagnostics DataProtection Services. If Customer selects DataProtection Services (DataProtection), Snap-on Diagnostics agrees to provide the following:

   DataProtection Services.

   (a) Periodic web based electronic copying and storage of files, including, and limited to, Snap-on Diagnostics/ShopKey shop management product database files.

   (b) Snap-on Diagnostics customer service personnel to provide web based restoration of electronically stored files, including, and limited to, Snap-on Diagnostics/ShopKey shop management product database files.

   2.2 Subscriptions. The terms below will apply to the Subscription selected by Customer: **(i)** Rental. The Subscription Period for this Subscription is effective for an initial term of twelve (12) or twenty-four (24) months following the Commencement Date (**"Initial Rental Subscription Period"**). In addition to the applicable Subscription fees, Customer may be required to pay Snap-on Diagnostics a one-time activation fee to commence the Rental Subscription. The activation fee is non-refundable once the Order Form is submitted to Snap-on Diagnostics unless Snap-on Diagnostics declines to accept the Order Form. Snap-on Diagnostics will bill Customer monthly, with payments due within thirty (30) calendar days following the date of the Snap-on Diagnostics invoice. After the Initial Rental Subscription Period, the Subscription Period for this Subscription will renew automatically on a month to month basis. 30-day notice is required to cancel during the renewal period. A Subscription may not be cancelled during the Initial Rental Subscription Period. Snap-on Diagnostics reserves the right to change pricing upon notice to Customer prior to each Rental Renewal Period. At the end of the Initial Rental Subscription Period or any Rental Renewal Period, Customer must return to Snap-on Diagnostics the Product, any Updates, documentation and all copies thereof and discontinue use of the Product, any Updates and all documentation.
3. **Payments**. As applicable, Customer hereby authorizes Snap-on Diagnostics to charge the Customer Fees to the payment card or checking account number provided by Customer. By submitting a payment card or checking account number as the form of payment, Customer represents and warrants that Customer's use of the particular card or checking account is authorized and that all information submitted is true and accurate (including, without limitation, payment card number and expiration date). In doing so, Customer also authorizes Snap-on Diagnostics to charge to the payment card or checking account tendered all amounts payable by Customer to Snap-on Diagnostics based on the Subscription plan selected (including all renewals thereof), including, but not limited to, all fees and any applicable taxes Snap-on Diagnostics is required to collect. Customer agrees to update its account registration and payment card or checking account information immediately with any change in the payment card information including, but not limited to, any change in expiration date. If Snap-on Diagnostics is unable to process the payment card or checking account at any time, Customer's account may be immediately suspended or terminated and Customer will remain responsible for all amounts payable by Customer to Snap-on Diagnostics. The payment card or checking account issuer agreement governs use of your payment card or checking account and Customer must refer to that agreement with respect to Customer's rights and liabilities as an account holder. If Snap-on Diagnostics does not receive payment from its payment card or checking account issuer or its agent, Customer agrees to pay Snap-on Diagnostics all amounts due upon demand by Snap-on Diagnostics. Snap-on Diagnostics reserves the right to not renew Customer's account at any time for any reason.
4. **Counterparts; Facsimile Signatures.** This Agreement and the applicable Order Form(s) may be executed in one or more duplicate originals, all of which together shall be deemed one and the same instrument. This Agreement and the applicable Order Form(s) shall be binding on the parties through facsimile signatures, with originals to follow by regular mail or overnight courier.
5. **License.**
   Subject to the terms and conditions of this Agreement, Snap-on Diagnostics grants to Customer a personal, nonexclusive, nontransferable, limited license to access and use the executable version of the applicable Product during the applicable Subscription Period purchased by Customer solely for the purpose of: (i) providing vehicle mechanical services; (ii) estimating vehicle mechanical parts and labor cost estimates; and (iii) conducting vehicle shop management. Unless the Order Form specifies otherwise, the license shall be for one location; with location referring to a distinct building or site. If the Order Form authorizes more than one user, then the number of users shall be limited to the number set forth on the Order Form. When technically and reasonably feasible, Customer may make one copy of the Product solely for backup purposes.

End User/Owner Signature _____

Make Checks Payable to MITCHELL 1

From the U.S.: MITCHELL 1 25029 Network Place, Chicago, IL 60673-1250
Federal ID No.: 33-0734307

From Canada: MITCHELL 1 P.O. Box 15358 Station A Toronto, ON M5W 1C1 Canada
GST No: 888262094RT0001

Correspondence to: MITCHELL 1 16067 Babcock Street, San Diego, CA 92127-3690 Ph# (888) 724-6742

SHOPKEY™

SHOPKEY ORDER FORM with Order Terms

ORDER # _____

NEW ACCOUNT? ☐ Yes ☑ No ☐ Has Info Changed?

SHIP TO ☐ Rep ☑ Customer ☐ Other

SHIP TO #:	750215	CRP ID:	ASSOC MEMBER #:	PDG or Lead #:	DATE: 7/6/2020
CO NAME:	WILLIAMSON COUNTY FLEET SVCS			TM REP: Millie Amezola	T#: 1495
ATTENTION:	KEVIN TELLER			IND REP: Russell Blankman	I#: 046969
ST ADDRESS:	3151 SE INNER LOOP, SUITE B			SK REP:	R#:
CITY, ST, ZIP:	GEORGETOWN, TX, 78626			DEALER:	D#:
PH#:	512-943-3330	FAX#:	512-943-3335	EMAIL:	KEVIN.TELLER@WILCO.ORG

☑ Bill to address is the same? If not, complete the following section.

BILL TO #:		CO NAME:		Lease Co?		Yes		No
ATTENTION:								
ST ADDRESS:								
CITY, ST, ZIP:								

PRODUCT		QTY	Subscription NEW	Subscription REN	Code	Term	Price**
Select Product	Repair-Connect Plus	1	☐	☑	GOVT	12M	$673.20
			☐	☐			
			☐	☐			
			☐	☐			
			☐	☐			
Type Other			☐	☐			

PAYMENT OPTIONS: *Terms & Conditions (see End User License Agreement):*
Customer is responsible for all applicable state or local taxes.

Subtotal	$673.20
+ TAX* if applicable	
TOTAL	

*If tax exempt, you must attach exempt certificate.

**Pricing good for 30 days excluding promotional pricing which expires at the end of the stated promotional period.

Promotional pricing returns to list pricing in renewal term.

DIRECT DEBIT

I authorize Mitchell 1 to enroll me in the Direct Debit or credit card payment plan to enable the automatic payment of my Mitchell 1 monthly bill **OR** I agree to change my existing monthly automatic payment by the amount of this order. I authorize the financial institution name below to charge my account for payment of my Mitchell 1 bill.

Check one of the payment methods below:

☐ Direct Debit (attach voided check) ☐ Credit Card Card #_____ Exp: _____

Name on Card: _____

Signature: _____ Date: _____

Remit Payment to Mitchell 1.

FIRST MONTH OR FULL PAYMENT

☐ Check (Ck # Amt) ☐ P.O. #

☐ Credit Card Card # Name on Card: Exp:

SPECIAL INSTRUCTIONS:

THE UNDERSIGNED AGREE TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND HAVE RECEIVED AND ACCEPTED THE SNAP-ON ORDER TERMS AND CONDITIONS. IN WITNESS THEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE RESPECTIVE DATE INDICATED ABOVE. CUSTOMER AGREES TO RECEIVE PROMOTIONAL E-MAILS FROM MITCHELL 1. IF CUSTOMER WOULD PREFER NOT TO RECEIVE PROMOTIONAL E-MAILS FROM MITCHELL 1, PLEASE VISIT OUR WEBSITE www.sktraining.net/unsubscribe TO UNSUBSCRIBE.

End User/Owner Signature X Print Name X Title X

This agreement may be cancelled within 30 days without penalty by calling 888-724-6742.

Please sign page #2 below.

Electronic Signatures. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any voice recorded or electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile, telephone recording or e-mail electronic signatures.

1. Order Forms. Customer acknowledges and agrees that the Order Form and the registration, payment and other information submitted by Customer on the Order Form is complete and accurate. Electronic Signatures. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any voice recorded or electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile, telephone recording or e-mail electronic signatures. Order Forms for: (a) Products provided electronically, or (2) Services and Products provided electronically, are accepted when Snap-on Diagnostics sends Customer an electronic message confirming the Order Form. All other Order Forms for: (y) Products not provided electronically, or (z) Services and Products not provided electronically, are accepted upon shipment of the Products, licensed FCA shipping point. Order Forms for Services only are accepted when an authorized Snap-on Diagnostics representative signs the Order Form. Any terms and conditions set forth on a purchase order or other written documentation from Customer shall be considered void and of no force and effect.

2. Services. The Service(s) unless terminated earlier in accordance with the Agreement, will renew automatically on a month to month basis. 30-day notice is required to cancel during the renewal period. Notwithstanding anything herein to the contrary, if the Order From provides for a promotional term, the "Initial Term" and "Renewal Term" shall be the promotional term defined in the Order Form. The 30 day notice of cancelation stated above shall apply to any promotional term.

2.1. Ml Business Performance Services

2.1.1. Overview. If the Services may include Customer Retention Marketing Service Reminders ("CRM"), Target Market Promotions ("TMP"), Website and Data Protection ("DP") and other services that may be offered from time to time as further specified on the Order Form (hereinafter individually or collectively referred to as "Service(s)") Section 2.1.1 through Section 2.1.4 apply respectively to the Service(s) selected.

2.1.2. Customer Retention Marketing Service Reminders. If Customer selects CRM as set forth on the Order Form, Snap-on Diagnostics agrees to provide the following services:

(a) Extract customer and vehicle information from the automotive facilities management system for the use of Marketing Services (defined below).

(b) Provide "Marketing Services" that include service reminder postcards via mail, e-mail service reminders, and thank you e-mails for new customers. Service reminders via mail and e-mail service reminders are limited to unique vehicle/customer records defined as eligible for solicitation based on the payment level chosen on the Order Form. E-mail service reminders will always be sent when an e-mail address is captured by Snap-on Diagnostics via the extraction process or may be obtained by Snap-on Diagnostics through third party e-mail providers.

(c) Manage a database of customer and vehicle information for the Customer.

(d) Send customer and vehicle data to print vendor of Snap-on Diagnostics's choice for Marketing Services.

(e) Use data hygiene cleansing processes for data integrity and provide a secure environment for customer data storage.

(f) Provide Customer technical and customer support for CRM services during the Term of the Agreement.

(g) If Customer has opted for service recommendations on the Order Form, such recommendations will be added to service reminder postcards and e-mails. Service recommendations will be pulled from the Snap-on Diagnostics/ShopKey Manager program.

(h) If Customer has opted for the Target Market Promotions ("TMP") the data for TMP will be provided either from: (i) the Customer's existing customer database and uploaded for use on mailing campaigns, or (ii) for an additional fee and as indicated on the Order Form, Customer may elect to "rent" a customer mailing list through Snap-on Diagnostics from a Third Party Provider (defined below). If Customer elects to rent a mailing list as provided in this Section 2.1.2 (h), such rented mailing list shall be used only for one (I) mailing event and Snap-on Diagnostics is not permitted and will not in any event provide a list of customers included in a rented mailing list. Standard promotional artwork templates are provided. At Customer's option, Snap-on Diagnostics will create custom templates for a one-time fee of $150 for each unique template requested. The $150 charge includes one (I) change or revision to the custom template.

(i) Customer opting for eCRM e-mail service can choose from an extensive list of pre-existing text coupon templates with the ability to include their own limited text. TI1ese pre-existing text coupons can be updated at any time. Custom graphic coupons are available to customers subscribing to eCRM e-mail service at $150 per request.

(j) Customers opting for monthly Postcard service can choose coupons from a large list of coupon design templates and make a maximum of 4 revisions in a twelve (12) month period. Additional custom coupon changes can be completed at $150 per request. There is no limit on switching coupons from the existing coupon template library. Customer opting for Postcard service can choose cover artwork from the existing Snap-on Diagnostics library and receive one (I) custom design per year, and a maximum of two (2) revisions to that custom design. Additional cover art change requests can be completed at $150 per request.

(k) The Customer acknowledges that any content pushed to the customer's Facebook page by Snap-on Diagnostics is at Facebook's sole discretion to present.

(I) Customers purchasing a Website from Snap-on Diagnostics that also include the purchase of a domain name, acknowledges that the purchased domain name will remain Snap-on Diagnostics's property and may or may not be transferred to the customer upon contact cancelation.

(m) A Website and/or any CRM service provided by Snap-on Diagnostics does not include a guarantee of prominent or "first page" search engine results positioning.

(n) If Customer has opted for Marketing services, the Customer hereby agrees to pay and be fully responsible for the Google AdWords monthly budget of $200.00, to be paid to Google pursuant to its policies. In the event the Customer fails to pay such monthly budget, Customer understands and agrees that it will still be required to pay the Marketing services monthly Service fee.

2.1.3. OwnerAutoSite.com The Customer acknowledges that Snap-on Diagnostics will be posting consumer service history data on behalf of Customer via a unique Internet login, and Customer accepts full responsibility for doing so.

2.1.4. Snap-on Diagnostics DataProtection Services. If Customer selects DataProtection Services (DataProtection), Snap-on Diagnostics agrees to provide the following:

DataProtection Services.

(a) Periodic web based electronic copying and storage of files, including, and limited to, Snap-on Diagnostics/ShopKey shop management product database files.

(b) Snap-on Diagnostics customer service personnel to provide web based restoration of electronically stored files, including, and limited to, Snap-on Diagnostics/ ShopKey shop management product database files.

2.2 Subscriptions. The terms below will apply to the Subscription selected by Customer: (i) Rental. The Subscription Period for this Subscription is effective for an initial term of twelve (12) or twenty-four (24) months following the Commencement Date ("Initial Rental Subscription Period"). In addition to the applicable Subscription fees, Customer may be required to pay Snap-on Diagnostics a one-time activation fee to commence the Rental Subscription. The activation fee is non-refundable once the Order Form is submitted to Snap-on Diagnostics unless Snap-on Diagnostics declines to accept the Order Form. Snap-on Diagnostics will bill Customer monthly, with payments due within thirty (30) calendar days following the date of the Snap-on Diagnostics invoice. After the Initial Rental Subscription Period, the Subscription Period for this Subscription will renew automatically on a month to month basis. 30-day notice is required to cancel during the renewal period. A Subscription may not be cancelled during the Initial Rental Subscription Period. Snap-on Diagnostics reserves the right to change pricing upon notice to Customer prior to each Rental Renewal Period. At the end of the Initial Rental Subscription Period or any Rental Renewal Period, Customer must return to Snap-on Diagnostics the Product, any Updates, documentation and all copies thereof and discontinue use of the Product, any Updates and all documentation.

3. Payments. As applicable, Customer hereby authorizes Snap-on Diagnostics to charge the Customer Fees to the payment card or checking account number provided by Customer. By submitting a payment card or checking account number as the form of payment, Customer represents and warrants that Customer's use of the particular card or checking account is authorized and that all information submitted is true and accurate (including, without limitation, payment card number and expiration date). In doing so, Customer also authorizes Snap-on Diagnostics to charge to the payment card or checking account tendered all amounts payable by Customer to Snap-on Diagnostics based on the Subscription plan selected (including all renewals thereof), including, but not limited to, all fees and any applicable taxes Snap-on Diagnostics is required to collect. Customer agrees to update its account registration and payment card or checking account information immediately with any change in the payment card information including, but not limited to, any change in expiration date. If Snap-on Diagnostics is unable to process the payment card or checking account at any time, Customer's account may be immediately suspended or terminated and Customer will remain responsible for all amounts payable by Customer to Snap-on Diagnostics. The payment card or checking account issuer agreement governs use of your payment card or checking account and Customer must refer to that agreement with respect to Customer's rights and liabilities as an account holder. If Snap-on Diagnostics does not receive payment from its payment card or checking account issuer or its agent, Customer agrees to pay Snap-on Diagnostics all amounts due upon demand by Snap-on Diagnostics. Snap-on Diagnostics reserves the right to not renew Customer's account at any time for any reason.

4. Counterparts; Facsimile Signatures. This Agreement and the applicable Order Form(s) may be executed in one or more duplicate originals, all of which together shall be deemed one and the same instrument. This Agreement and the applicable Order Form(s) shall be binding on the parties through facsimile signatures, with originals to follow by regular mail or overnight courier.

5. License.
Subject to the terms and conditions of this Agreement, Snap-on Diagnostics grants to Customer a personal, nonexclusive, nontransferable, limited license to access and use the executable version of the applicable Product during the applicable Subscription Period purchased by Customer solely for the purpose of: (i) providing vehicle mechanical services; (ii) estimating vehicle mechanical parts and labor cost estimates; and (iii) conducting vehicle shop management. Unless the Order Form specifies otherwise, the license shall be for one location; with location referring to a distinct building or site. If the Order Funn aulhurizes more than one user, Lhen lhe number of users shall be limile<l Lu the number set forth on the Order Form. When technically and reasonably feasible, Customer may make one copy of the Product solely for backup purposes.

End User/Owner Signature _____ X

Please Return To: Mildred.Amezola@mitchell1.com or Fax To: 1-858-746-8996.

Commissioners Court - Regular Session **51.**

Meeting Date: 07/21/2020

RPS 2576 WA1 On Call Traffic

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $50,000.00 to expire on August 31, 2022 under Williamson County Contract for Engineering Services between RPS Infrastructure, Inc. and Williamson County dated March 10, 2020 for On Call Traffic Engineering Services. Funding source: 01.0200.0210.004100.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RPS 2576 WA1 On Call Traffic

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/09/2020 01:02 PM
County Judge Exec Asst.	Andrea Schiele	07/13/2020 09:50 AM
Form Started By: Vicky Edwards		Started On: 07/09/2020 12:09 PM
Final Approval Date: 07/13/2020		

WORK AUTHORIZATION NO. 1

PROJECT: On Call Traffic Engineering Services

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 10, 2020** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **RPS Infrastructure, Inc.** (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$50,000.00.**

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **August 31, 2022** . The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 2020.

ENGINEER:

RPS Infrastructure, Inc.

By: _____
Signature

John Friedman, P.E.
Printed Name

Vice President
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

Bill Gravell, Jr.
Printed Name

Williamson County Judge
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A

SERVICES TO BE PROVIDED BY THE COUNTY

Subject to availability, the services to be provided or performed by the County will include, but not be limited to, the following items:

A. Provide plans, existing signal timings, crash data, traffic counts, and any documentation which would assist in the completion of the task, if available.

B. Review recommendations offered by the Engineer, and approve or reject any or all work performed under this project.

C. Periodically review progress of work.

D. Provide detail and direction for each task.

E. Assist with coordination with Sheriff's Department, School District, TxDOT and Cities, if necessary.

Attachment B

SERVICES TO BE PROVIDED BY THE ENGINEER

Subject to availability, the services to be provided or performed by the Engineer will include, but not be limited to, the following items:

A. Provide support for any requests from Williamson County staff for traffic engineering needs on an on-call basis, including observations and studies for the following:
   a) Speed Zones
   b) Safe Routes to School
   c) School Zones
   d) Signal and Stop Sign Warrants
   e) Pedestrian Crosswalks
   f) Signal Timing Analysis
   g) Sight Distance
   h) Crash/Safety Analysis
   i) Other traffic studies needed to address any safety or operational concerns

B. Provide monthly progress reports.

C. Coordinate directly with Williamson County Staff.

D. Coordinate with Sheriff's Department, School District, TxDOT and Cities, if necessary.

Attachment C

WORK SCHEDULE

A schedule of work may be provided by the Engineer for each task assigned by Williamson County.

Attachment D

FEE SCHEDULE

A fee schedule may be provided by the Engineer for each task assigned by Williamson County. The rates will be based on approved rates in Contract for Engineering Services and provided here.

EXHIBIT D - RATE SCHEDULE

Traffic Engineering Services

RPS	
CATEGORY	**RATE**
Principal	$300
Team Leader / Office Leader	$280
Senior Project Manager	$230
Project Manager	$180
Senior Project Engineer	$170
Senior Designer	$150
Project Engineer	$140
Associate Traffic Engineer	$125
Associate Engineer	$110
Transportation Planner I	$110
Transportation Planner II	$140
Senior Transportation Planner	$170
3D Graphics Designer	$150
Designer/CAD Tech	$100
Project Accountant	$100
Project Administrator	$90
Administrative Assistant	$80
DIRECT EXPENSES	
Overnight Mail – Letter Size	$15 Per Each
Courier Services	$30 Per Each
Photocopies B/W (8.5x11)	$0.12 Per Sheet
Photocopies B/W (11x17)	$0.25 Per Sheet
Photocopies Color (8.5x11)	$0.75 Per Sheet
Photocopies Color (11x17)	$1.50 Per Sheet
Plots (B/W on Bond)	$0.80 Per Square Foot
Plots (Color on Bond)	$1.75 Per Square Foot
Plots (Color on Photographic Paper)	$4.00 Per Square Foot

Expenses will be reimbursed based on Exhibit E – Vendor reimbursement policy in contract.

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT D - RATE SCHEDULE

Traffic Engineering Services

Quality Counts, Inc.	
CATEGORY	**RATE**
Standard 2-hour Turning Movement Counts	$160 Per Each
High Volume 2-hour Turning Movement Counts	$250 Per Each
Volume, Speed and Class 24-hour 1-3 lane Tube Counts	$170 Per Each
Volume, Speed and Class 24-hour 4+ lane Tube Counts	$210 Per Each
Standard 2-hour Video Bike/Pedestrian Counts	$120 Per Each
Travel Rate and Other Surveys	$60 Per Hour
DIRECT EXPENSES	
Overnight Mail – Letter Size	$15 Per Each
Courier Services	$30 Per Each
Photocopies B/W (8.5x11)	$0.12 Per Sheet
Photocopies B/W (11x17)	$0.25 Per Sheet
Photocopies Color (8.5x11)	$0.75 Per Sheet
Photocopies Color (11x17)	$1.50 Per Sheet
Plots (B/W on Bond)	$0.80 Per Square Foot
Plots (Color on Bond)	$1.75 Per Square Foot
Plots (Color on Photographic Paper)	$4.00 Per Square Foot

Expenses will be reimbursed based on Exhibit E – Vendor reimbursement policy in contract.

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

INLAND GEODETICS, LLC

SURVEY HOURLY RATE SCHEDULE

Field Crew Services

Two (2) Person Field Crew	$150.00 per hour
Three (3) Person Field Crew	$170.00 per hour
Four (4) Person Field Crew	$190.00 per hour
Additional Crewmember	$ 54.00 per hour
GPS Field Operator & Vehicle & GPS Receiver	$120.00 per hour
All Terrain Vehicle	$ 55.00 per day
Additional Vehicle	$ 60.00 per day

Office Personnel Services

Office personnel are available at fixed hourly rates.

Project Manager	$140.00 per hour
Licensed State Land Surveyor	$150.00 per hour
Registered Professional Land Surveyor	$135.00 per hour
Survey Technician	$ 102.00 per hour
Clerical Support	$ 58.00 per hour

Expenses will be reimbursed based on Exhibit E – Vendor reimbursement policy in contract.

Commissioners Court - Regular Session **52.**

Meeting Date: 07/21/2020

PaveTex 3412 WA1 Sup1 On Call Geotech

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between PaveTex Engineering, LLC and Williamson County dated April 23, 2020 for On Call Materials Testing and Geotechnical Engineering Services.

Background

This supplemental is to increase the maximum amount payable from $30,000.00 to $50,000.00. Funding source: 01.0200.0210.004160.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PaveTex 3412 WA1 Sup1 On Call Geotech

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/14/2020 09:01 AM
County Judge Exec Asst.	Andrea Schiele	07/15/2020 12:11 PM
Form Started By: Vicky Edwards		Started On: 07/13/2020 01:41 PM
Final Approval Date: 07/15/2020		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1__
TO
WORK AUTHORIZATION NO. _1___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Materials Testing & Geotechnical Engineering Services

This Supplemental Work Authorization No. __1_ to Work Authorization No. __1__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **April 23, 2020** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **PaveTex Engineering, LLC** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __1__ dated effective **June 2, 2020** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The maximum amount payable for services under the Work Authorization is hereby increased from **$30,000.00** to **$50,000.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Maghsoud Tahmoressi	Bill Gravell, Jr.
Printed Name	Printed Name
President	Williamson County Judge
Title	Title
7/13/20	
Date	Date

Attachment C - Work Schedule

PaveTex will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **53.**

Meeting Date: 07/21/2020

Alliance WA1 Sup3 Small Drainage

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 1 under Williamson County Contract between Alliance Transportation Group and Williamson County dated March 6, 2018 for On Call Professional Engineering Services for Small Drainage and Roadway Projects.

Background

This supplemental is to extend the expiration date to March 31, 2021 only. The current Work Authorization dollar amount will remain the same.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Alliance WA1 Sup3 Small Drainage

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/16/2020 11:33 AM
County Judge Exec Asst.	Andrea Schiele	07/16/2020 11:59 AM
Form Started By: Vicky Edwards		Started On: 07/16/2020 10:47 AM
Final Approval Date: 07/16/2020		

SUPPLEMENTAL WORK AUTHORIZATION NO. _3__
TO
WORK AUTHORIZATION NO. __1__

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Professional Engineering Services for Small Drainage and Roadway Projects

This Supplemental Work Authorization No. _3__ to Work Authorization No. _1___ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 6, 2018** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Alliance Transportation Group** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __1__ dated effective **March 20, 2018** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The above referenced Work Authorization termination date shall be modified to **March 31, 2021**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM:	**COUNTY:**
By:	By:
Signature	Signature
Clint Jumper, P.E., PTOE	Bill Gravell, Jr.
Printed Name	Printed Name
Vice President	Williamson County Judge
Title	Title
7/16/2020	
Date	Date

Attachment C - Work Schedule

Alliance Transportation Group shall provide a work schedule for the assigned tasks. Work shall begin immediately upon receipt of agreement between County and Alliance Transportation Group on the work schedule and authorization to proceed on assigned services.

Commissioners Court - Regular Session **54.**

Meeting Date: 07/21/2020

Rifeline WA5 Sup1 Subdivision Regulations

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 5 under Williamson County Contract between Rifeline, LLC and Williamson County dated March 26, 2019 for Subdivision Regulations.

Background

This supplemental is to extend the expiration date to December 31, 2020 only. The current Work Authorization dollar amount will remain the same.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rifeline WA5 Sup1 Subdivision Regulations

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/16/2020 10:05 AM
County Judge Exec Asst.	Andrea Schiele	07/16/2020 10:18 AM
Form Started By: Vicky Edwards		Started On: 07/16/2020 09:27 AM
Final Approval Date: 07/16/2020		

SUPPLEMENTAL NO.1
TO
WORK AUTHORIZATION NO. 5
SUBDIVISION REGULATIONS

This Work Authorization ("WA") is made pursuant to the terms and conditions of the Public Involvement Services Agreement executed by and between Williamson County, Texas ("County") and Rifeline, LLC ("Firm") on March 26, 2019 ("Agreement") and describes the particular Services that shall be provided to County by Firm hereunder.

1. **Primary Services to Be Provided by Firm to County:**
   Firm shall provide the following Services:

   The Firm will provide the following public involvement services for Subdivision Regulations: Develop annotated agenda, email notifications and updates, meeting summary report including comments and questions compilation, maintain stakeholder database, coordinate logistics for subcommittee meeting, facilitate subcommittee meeting, engage with stakeholders through phone and email, review and edit subcommittee meeting presentation slides, and participate in coordination meetings.

2. **County's Responsibilities (if applicable):**
   County shall provide the following:

   The County will provide direction to the public involvement team, availability for meetings as necessary, preparation of strategy and materials.

3. **Compensation Specific to this WA:**
   The maximum amount of compensation payable for Services under this WA without modification is **$20,005.00** reflecting no change.

4. **Expenses Specific to this WA (if applicable):**

   The County will pay the Firm up to a maximum amount of **$3,000.00** for expenses actually incurred during the performance of the Services to be performed under this WA reflecting no change.

5. **Payment Terms:**
   All invoices are due and payable in accordance with the terms of the Agreement.

6. **Time for Performance Specific to this WA:**

   The Services to be performed under this WA shall be completed on or before December 31, 2020.

7. **Incorporation by Reference; Conflicting Terms and Conditions:**
   All terms and conditions of the Agreement are hereby incorporated herein by reference as though they were fully set forth herein. To the extent that any of the terms and conditions of the Agreement conflict with the terms and conditions of this WA, the terms and conditions of the Agreement shall control unless this WA specifically states that the parties intend to modify a specific term or condition of

the Agreement.

WITNESS WHEREOF each County and Firm has caused its authorized representatives to execute and deliver this WA effective as of the date of _____, 2020.

RIFELINE, LLC

BY: _____

NAME: Lynda Rife

TITLE: President

DATE: 07/15/2020

WILLIAMSON COUNTY, TEXAS

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Commissioners Court - Regular Session **55.**

Meeting Date: 07/21/2020

Change Order No 1 to contract number IFB 1811 281 for FY 19 Cross Culverts

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB 1811-281, in the amount of -$6,293.42 for FY 19 Cross Culverts.

Background

This Change Order is a balancing Change Order. All work has been completed and punch list items appropriately resolved. Original contract amount was $606,692.00. With the addition of this change order, of -$6,293.42, final contract amount will be $600,398.58.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Change Order No. 1- FY 19 Cross Culverts

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 11:24 AM
Form Started By: Kelly Murphy		Started On: 07/16/2020 09:15 AM
Final Approval Date: 07/16/2020		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **Forsythe Brothers Infrastructure LLC.**

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

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:	***IFB # 1811-281***
Roadway:	***FY 19 Culverts***
Purchase Order Number:	

5. Describe the work being revised:

Quantities adjusted due to differing site conditions,

6. Work to be performed in accordance with Items: **All**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions to the contract are attached: ☐ Yes ☑ No

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

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

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 **7/2/2020**

By _____

Typed/Printed Name **Bill Forsythe**

Typed/Printed Title **Member**

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: _____

Amount added by this change order: **($6,293.42)**

RECOMMENDED FOR EXECUTION:

7/14/20

Project Manager / Construction Observer Date

7/14/20

Design Engineer Date

7/14/20

Program Manager Date

Design Engineer's Seal:

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED PROFESSIONAL ENGINEER

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 #*** ***IFB #1811-281***

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
100 6001	PREPARING ROW	AC	$200.00	2.74	$548.00	0.00	2.74	$548.00	$0.00
105 6037	REMOVING STAB BASE AND ASPH PAV(0"-16")	SY	$10.00	202.00	$2,020.00	37.36	239.36	$2,393.60	$373.60
110 6001	EXCAVATION (ROADWAY)	CY	$100.00	381.00	$38,100.00	0.00	381.00	$38,100.00	$0.00
132 6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	CY	$15.00	384.00	$5,760.00	(161.20)	222.80	$3,342.00	($2,418.00)
247 6366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	CY	$18.00	830.00	$14,940.00	185.61	1,015.61	$18,280.98	$3,340.98
334 6088	HMCL ACP TY-D AES-300	TON	$150.00	23.00	$3,450.00	5.57	28.57	$4,285.50	$835.50
340 6004	D-GR HMA(SQ) TY-A PG64-22	TON	$150.00	85.00	$12,750.00	(85.00)	0.00	$0.00	($12,750.00)
340 6106	D-GR HMA(SQ) TY-D PG64-22	TON	$105.00	295.00	$30,975.00	86.50	381.50	$40,057.50	$9,082.50
400 6001	STRUCT EXCAV	CY	$35.00	1,027.00	$35,945.00	0.00	1,027.00	$35,945.00	$0.00
402 6001	TRENCH EXCAVATION PROTECTION	LF	$15.00	116.00	$1,740.00	0.00	116.00	$1,740.00	$0.00
432 6002	RIPRAP (CONC)(5 IN)	CY	$400.00	40.00	$16,000.00	(7.51)	32.49	$12,996.00	($3,004.00)
432 6027	RIPRAP (STONE COMMON)(DRY)(24 IN)	CY	$50.00	116.00	$5,800.00	20.58	136.58	$6,829.00	$1,029.00
460 6011	CMP AR (GAL STL DES 4)	LF	$125.00	116.00	$14,500.00	0.00	116.00	$14,500.00	$0.00
460 6012	CMP AR (GAL STL DES 5)	LF	$155.00	122.00	$18,910.00	5.00	127.00	$19,685.00	$775.00
460 6024	CMP AR (GAL STL DES 7)	LF	$186.00	126.00	$23,436.00	0.00	126.00	$23,436.00	$0.00
462 6021	CONC BOX CULV (8 FT X 6 FT)	LF	$975.00	96.00	$93,600.00	0.00	96.00	$93,600.00	$0.00
462 6032	CONC BOX CULV (10 FT X 8 FT)	LF	$1,200.00	60.00	$72,000.00	0.00	60.00	$72,000.00	$0.00
466 6063	HEADWALL (CH - FW - A - 0) (DES= 4)	EA	$3,500.00	2.00	$7,000.00	0.00	2.00	$7,000.00	$0.00
466 6064	HEADWALL (CH - FW - A - 0) (DES= 5)	EA	$5,000.00	4.00	$20,000.00	0.00	4.00	$20,000.00	$0.00
466 6066	HEADWALL (CH - FW - A - 0) (DES= 7)	EA	$7,000.00	2.00	$14,000.00	0.00	2.00	$14,000.00	$0.00
466 6111	HEADWALL (CH - PW - A - 0) (DES= 4)	EA	$3,000.00	2.00	$6,000.00	0.00	2.00	$6,000.00	$0.00
466 6123	HEADWALL (CH - PW - A - S) (DES= 7)	EA	$10,000.00	1.00	$10,000.00	0.00	1.00	$10,000.00	$0.00
466 6123A	HEADWALL (CH - PW/FW - A - S) (DES= 7)	EA	$10,000.00	1.00	$10,000.00	0.00	1.00	$10,000.00	$0.00
466 6169	WINGWALL (FW - S) (HW=8 FT)	EA	$13,500.00	1.00	$13,500.00	0.00	1.00	$13,500.00	$0.00
466 6183	WINGWALL (PW - 1) (HW=8 FT)	EA	$12,000.00	1.00	$12,000.00	0.00	1.00	$12,000.00	$0.00
466 6184	WINGWALL (PW - 1) (HW=9 FT)	EA	$15,000.00	2.00	$30,000.00	0.00	2.00	$30,000.00	$0.00
467 6557	SET (TY II) (DES 5) (CMP) (4: 1) (C)	EA	$900.00	2.00	$1,800.00	0.00	2.00	$1,800.00	$0.00
496 6006	REMOV STR (HEADWALL)	EA	$275.00	10.00	$2,750.00	0.00	10.00	$2,750.00	$0.00
496 6007	REMOV STR (PIPE)	LF	$10.00	574.00	$5,740.00	0.00	574.00	$5,740.00	$0.00
500 6001	MOBILIZATION	LS	$60,000.00	1.00	$60,000.00	0.00	1.00	$60,000.00	$0.00
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$3,000.00	3.00	$9,000.00	0.00	3.00	$9,000.00	$0.00
506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	$15.00	296.00	$4,440.00	(145.00)	151.00	$2,265.00	($2,175.00)
506 6011	ROCK FILTER DAMS (REMOVE)	LF	$12.00	296.00	$3,552.00	(145.00)	151.00	$1,812.00	($1,740.00)
506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	$3.00	546.00	$1,638.00	54.00	600.00	$1,800.00	$162.00
506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	$1.00	515.00	$515.00	85.00	600.00	$600.00	$85.00
644 6068	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	$300.00	2.00	$600.00	0.00	2.00	$600.00	$0.00
658 6047	INSTL OM ASSM (OM-2Y)(WC)GND	EA	$60.00	18.00	$1,080.00	0.00	18.00	$1,080.00	$0.00
666 6047	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	LF	$20.00	11.00	$220.00	1.50	12.50	$250.00	$30.00
666 6314	RE PM W/RET REQ TY I (Y)4"(SLD)(090MIL)	LF	$8.00	290.00	$2,320.00	10.00	300.00	$2,400.00	$80.00
xxx-xxxx	Transposition error on Construction Services Agreement	EA	$63.00	1.00	$63.00	0.00	1.00	$63.00	$0.00
						0.00			
						0.00			
						0.00			
						0.00			
TOTALS					$606,692.00			$600,398.58	($6,293.42)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Commissioners Court - Regular Session **56.**

Meeting Date: 07/21/2020

Change Order No 1 to contract number IFB 3625 for Chandler Road Milling Sealing and Overlay

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB #3625, in the amount of $47,159.42 for Chandler Road Milling, Sealing and Overlay.

Background

Original contract amount was $1,748,987.87. With the addition of this change order, of $47,159.42, new contract amount will be $1,796,147.29. This Change Order is to repair the intersection of Chandler Road and FM 1660 with full-depth HMAC pavement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Change Order No. 1- Chandler Road

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 11:25 AM
Form Started By: Kelly Murphy		Started On: 07/16/2020 09:38 AM
Final Approval Date: 07/16/2020		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **Fuquay, Inc.**

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

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:	***IFB # 3625***
Roadway:	***Chandler Road***
Purchase Order Number:	

5. Describe the work being revised:

Miscellaneous Changes in Site Conditions

6. Work to be performed in accordance with Items: **0340-6011, 0354-6082**
7. New or revised plan sheet(s) are attached and numbered: **N/A**
8. New Special Provisions to the contract are attached: ☐ Yes ☑ No

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

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

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 7-6-2020

By _____

Typed/Printed Name Darrell Curtis

Typed/Printed Title Division Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: _____

Amount added by this change order: **$47,159.42**

RECOMMENDED FOR EXECUTION:

7-6-20
Project Manager / Construction Observer — Date

7/7/20
Design Engineer — Date

7/8/20
Program Manager — Date

Design Engineer's Seal:

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED PROFESSIONAL ENGINEER

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

☐ APPROVED County Judge — Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ___1___ ***Project #*** ___IFB 3625___

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
0340-6011	D-GR HMA(SQ) TY B PG 64-22	TON				290.00	290.00	$133.87	$38,822.30
0354-6082	PLANE ASPH CONC PAVE (10")	SY				528.00	528.00	$15.79	$8,337.12
						0.00			
						0.00			
						0.00			
						0.00			
						0.00			
TOTALS					$0.00			$149.66	$47,159.42

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Commissioners Court - Regular Session **57.**

Meeting Date: 07/21/2020

Discuss consider and take appropriate action on approval of the preliminary plat for the 970 Florence Ranchettes 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 preliminary plat for the 970 Florence Ranchettes subdivision – Precinct 3.

Background

This proposed subdivision consists of 16 lots and 1,392 LF of new public roads.

Timeline

2020-03-19 – initial submittal of preliminary plat
2020-04-17 – 1st review complete with comments
2020-04-27 – 2nd submittal of preliminary plat
2020-05-07 – 2nd review complete with comments
2020-06-18 – 3rd submittal of preliminary plat
2020-07-02 – 3rd review complete with comments
2020-07-07 – 4th submittal of preliminary plat
2020-07-16 – 4th submittal complete with comments clear
2020-07-16 – preliminary plat placed on the July 21, 2020 Commissioners Court agenda for consideration

Fiscal Impact

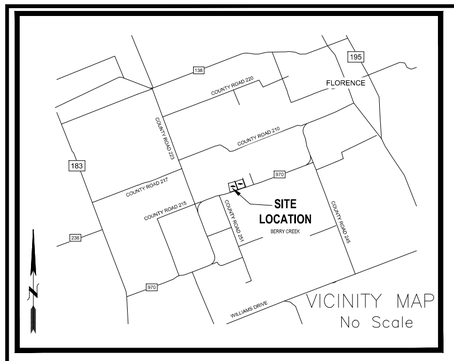
From/To	Acct No.	Description	Amount

Attachments

preliminary plat - 970 Florence Ranchettes

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 12:00 PM
Form Started By: Adam Boatright		Started On: 07/16/2020
Final Approval Date: 07/16/2020		



LEGEND

- IRON ROD FOUND CAPPED "FOREST 1847" UNLESS NOTED
- TX DOT MONUMENT
- IRON ROD SET WITH CAP MARKED "ATWELL LLC"
- BM BENCHMARK
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.U.E. PUBLIC UTILITY EASEMENT

0 100 200

SCALE: 1"=100'

JAMES McOULD SURVEY ABSTRACT NO. 423

10.7 ACRES
JUAREZ, MOISES BENITEZ ET AL
DOCUMENT NO.
2019082732
O.R.W.C.T.

10.8 ACRES
RUBEN ARELLANO-SOLIS,
DOCUMENT NO. 2019070036
O.R.W.C.T.

13.2 ACRES
DAVID ANTHONY
RANGEL-SOLIS,
DOCUMENT NO. 2019085116
O.R.W.C.T.

13.2 ACRES
ANGELICA & JOSE L. SALAZAR,
& PEDRO FAJARDO
& MARIA TORRES
DOCUMENT NO. 2019086120
O.R.W.C.T.

13.5 ACRES
EMELIE C. MCDANIEL
DOCUMENT NO. 2020009529
O.R.W.C.T.

N71°26'38"E 757.21'

N71°26'38"E 832.00'

BLOCK A

BLOCK B

LOT 4
2.0993 AC
91,443 SQ FT

LOT 5
2.4806 AC
108,057 SQ FT

LOT 9
1.1652 AC
50,759 SQ FT

LOT 3
2.101 AC
87,560 SQ FT

LOT 6
2.1028 AC
91,598 SQ FT

LOT 2
2.0465 AC
89,144 SQ FT

LOT 7
2.154 AC
93,827 SQ FT

LOT 1
2.037 AC
88,709 SQ FT

LOT 8
2.1052 AC
91,701 SQ FT

LOT 13
2.399 AC
104,486 SQ FT

LOT 14
2.399 AC
104,478 SQ FT

LOT 18
1.1821 AC
51,492 SQ FT

LOT 12
2.133 AC
92,913 SQ FT

LOT 15
2.133 AC
92,906 SQ FT

LOT 11
2.038 AC
88,782 SQ FT

LOT 16
2.038 AC
88,778 SQ FT

LOT 10
2.039 AC
88,836 SQ FT

LOT 17
2.039 AC
88,831 SQ FT

100' RADIUS SANITARY EASEMENT

EXISTING 100' RADIUS SANITARY EASEMENT

EXISTING OVERHEAD POWERLINE TO BE RELOCATED.

15' P.U.E.

25' SETBACK

50' SETBACK

WESTON VALE CT. (60' R.O.W.)

CALDERBROOK CT. (60' R.O.W.)

ZANE WAY, A PRIVATE ROAD

SUSIE STREET, A PRIVATE ROAD

150' WILLIAMSON COUNTY ROW

F.M. 970 (80' R.O.W.)

S71°26'38"W 855.41'

S71°26'38"W 832.00'

POINT OF BEGINNING
18.20 ACRES

POINT OF BEGINNING
18.40 ACRES

APPROXIMATE LOCATION OF SURVEY LINE

20' CTSUD WATER LINE EASEMENT

EXISTING WATER WELL AND WATER METER

CENTERLINE EXISTING ROAD

BENCHMARK CAPPED IRON ROD
ELEV=1018.57'

5.764 ACRES
MICHAEL J. KNIGHT
DOCUMENT NO. 2019025392
O.R.W.C.T.

11.55 ACRES
JESUS & LARISSA
TORRES MARTINEZ ET AL
DOCUMENT NO. 2019100122
O.R.W.C.T.

LOT 4
2.684 ACRES
MARY D HAMPEL
DOCUMENT NO.
2019066492

LOT 3
2.864 ACRES
JULIA E EDDY
DOCUMENT NO.
2010043295

ANDICE VIEW
CAB. L. SL. 35-37
P.R.W.C.T.

LOT 2
2.684 ACRES
BARU TAPIA &
PERLA E GARCIAT
DOCUMENT NO.
2011080671

LOT 1
5.93 ACRES
ZACARIAS PALACIOS
DOCUMENT NO. 2010040281

145.838 ACRES
S7 LIMITED PARTNERSHIP NO 1
DOCUMENT NO. 2015063709

341.7957 ACRES
S7 LIMITED PARTNERSHIP NO 1
DOCUMENT NO. 9819357

GEORGE GLASSCOCK G.W. SURVEY A-234

ATWELL, LLC, TBPLS FIRM NO. 10193726
ATWELL, LLC, TBPE NO. 12242

PROJECT:	970 FLORENCE RANCHETTES
JOB NUMBER:	
DATE:	MARCH 19, 2020
SCALE:	1" = 100'
SURVEYOR:	ROBERT GERTSON, RPLS 6367
TECHNICIAN:	GTM

ATWELL
866.850.4200 www.atwell-group.com
3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 300
AUSTIN, TX 78704

PRELIMINARY PLAT OF 970 FLORENCE RANCHETTES SUBDIVISION

JAMES McOULD SURVEY ABSTRACT NO. 423
WILLIAMSON COUNTY, TEXAS

DESCRIPTION – 18.20 ACRES:

A 18.20 acre (792,790 square feet), tract of land, lying within James Mcould Survey, Abstract No. 423, Williamson County, Texas, and being a portion of a 61.27 acre tract conveyed to Texas Veterans Properties, LLC as tract 3 in Document No. 2019039606, Official Records of Williamson County, Texas, described as follows:

BEGINNING at a capped iron rod marked "FOREST 1847" found for the southernmost corner of said 61.27 acre tract, also being the easternmost southeastern corner of a 5.764 acre tract conveyed to Michael J. Knight in Document No. 2019025392, Official Records of Williamson County, Texas and also being in the northerly right–of–way line of F.M. 970 (80' R.O.W.), for the POINT OF BEGINNING of the herein described tract;

THENCE, with the common boundary line of said 61.27 acre tract and said 5.764 acre tract N11°38'52"W, a distance of 978.81 feet to a capped iron rod marked "FOREST 1847" found for the northwestern corner of said 61.27 acre tract, also being in an eastern boundary line of said 5.764 acre tract also being the westernmost southwesterly corner of a 10.7 acre tract conveyed to Moises Benitez Juarez in Document No. 2019082732, Official Records of Williamson County, Texas, for the northwestern corner of the herein described tract;

THENCE, crossing said 61.27 acre tract and with the boundary line of said 10.7 acre tract, the following two (2) courses and distances;

1. N71°26'38"E, a distance of 757.21 feet to a capped iron rod marked "FOREST 1847" found for the northeastern corner of the herein described tract;
2. S18°33'22"E, a distance of 971.48 feet to a capped iron rod marked "FOREST 1847" found for the southeastern corner of the herein described tract in the southern boundary line of said 61.27 acre tract, also being in the northerly right–of–way line of said F.M. 970;

THENCE, with the common boundary line of said 61.27 acre tract and said F.M. 970 right–of–way, the following two (2) courses and distances;

1. S71°26'38"W, a distance of 855.41 feet to a TxDot concrete monument;
2. S70°47'58"W, a distance of 19.53 feet to the POINT OF BEGINNING;

Containing 18.20 acres or 792,790 square feet, more or less.

DESCRIPTION – 18.40 ACRES:

A 18.40 acre (801,507 square feet), tract of land, lying within James Mcould Survey, Abstract No. 423, Williamson County, Texas, and being a portion of a 61.27 acre tract conveyed to Texas Veterans Properties, LLC as tract 3 in Document No. 2019039606, Official Records of Williamson County, Texas, described as follows:

BEGINNING at a capped iron rod marked "FOREST 1847" found in the southern line of said 61.27 acre tract, also being the southernmost corner of a 11.55 acre tract conveyed to Jesus & Larissa Torres Martinez et al in Document No. 2019100122, Official Records of Williamson County, Texas and also being in the northerly right–of–way line of F.M. 970 (80' R.O.W.), for the POINT OF BEGINNING of the herein described tract;

THENCE, with the common boundary line of said 61.27 acre tract and said F.M. 970 right–of–way, S71°26'38"W, a distance of 832.00 feet to a capped iron rod marked "FOREST 1847" found for the southernmost southeastern corner of a 13.2 acre tract conveyed to Davis Anthony Rangel–Solis in Document No. 2019085116, Official Records of Williamson County, Texas, for the southwestern corner of the herein described tract;

THENCE, crossing said 61.27 acre tract and with the boundary line of said 13.2 acre Rangel–Solis tract, N18°33'22"W, a distance of 963.35 feet to a capped iron rod marked "FOREST 1847" found for an eastern corner of said 13.2 acre Torres tract, for the northwestern corner of the herein described tract;

THENCE, continuing across said 61.27 acre tract continuing with the boundary line of said 13.2 acre Torres tract, and a 13.2 acre tract conveyed to Angelica & Jose L. Salazar & Pedro Fajardo & Maria Torres in Document No. 2019086120, Official Records of Williamson County, Texas, N71°26'38"E, at 223.73' pass a capped iron rod marked "FOREST 1847" for the common boundary corner of said 13.2 acre Rangel–Solis tract and said 13.2 acre Torres tract, in all, a total distance of 832.00 feet to a capped iron rod marked "FOREST 1847" found for a western corner of said 13.2 acre Torres tract, for the northeastern corner of the herein described tract;

THENCE, continuing across said 61.27 acre tract and with said 13.2 acre Torres tract, S18°33'22"E, a distance of 963.35 feet to the POINT OF BEGINNING;

Containing 18.40 acres or 801,507 square feet, more or less.

Line Table		
Line #	Direction	Length
L1	S70° 47' 58"W	19.53'

CURVE TABLE					
Curve #	Length	Radius	Central Angle	Chord Bearing	Chord
C1	316.85'	64.00'	283°39'46"	S78°21'09"W	79.10'
C2	22.62'	25.00'	51°49'53"	N37°33'47"W	21.85'
C3	22.62'	25.00'	51°49'53"	S14°16'06"W	21.85'
C4	63.91'	530.00'	6°54'31"	S15°06'06"E	63.87'
C5	56.67'	470.00'	6°54'31"	S15°06'06"E	56.64'
C6	22.62'	25.00'	51°49'53"	N44°28'19"W	21.85'
C7	316.85'	64.00'	283°39'46"	S71°26'38"W	79.10'
C8	22.62'	25.00'	51°49'53"	S07°21'34"W	21.85'
C9	65.58'	64.00'	58°42'21"	N10°49'52"E	62.74'
C10	92.85'	64.00'	83°07'32"	N60°05'05"W	84.92'
C11	90.53'	64.00'	81°02'43"	S37°49'48"W	83.17'
C12	67.90'	64.00'	60°47'10"	S33°05'09"E	64.76'
C13	57.89'	64.00'	51°49'31"	N07°21'45"E	55.94'
C14	100.54'	64.00'	90°00'14"	N63°33'07"W	90.51'
C15	100.53'	64.00'	90°00'03"	S26°26'45"W	90.51'
C16	57.90'	64.00'	51°49'58"	S44°28'16"E	55.94'
C18	53.78'	530.00'	5°48'52"	S14°33'16"E	53.76'
C19	10.12'	530.00'	1°05'40"	S18°00'32"E	10.12'
C20	60.29'	500.00'	6°54'32"	N15°06'07"W	60.26'

GENERAL NOTES:

1. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

2. DRIVEWAYS SHALL ONLY CONNECT TO WESTON VALE CT AND CALDERBROOK CT AND NOT FM 970, THE ADJACENT ROADWAY.

RIGHT–OF–WAY LINEAR FOOTAGE AND AREA OF STREETS

STREET NAMES	RIGHT–OF–WAY	LINEAR FOOTAGE	PAVEMENT WIDTH	CLASS	DESIGN SPEED
WESTON VALE COURT	60' R.O.W.	692'	26'	PUBLIC	25 MPH
CALDERBROOK COURT	60' R.O.W.	700'	26'	PUBLIC	25 MPH

970 FLORENCE RANCHETTES
8127 MESA DRIVE #206-53
AUSTIN, TEXAS 78759
RUSSELL SPILLERS [RUSSELLSPILLERS@GMAIL.COM]
CELL: 512-814-7357

ATWELL, LLC, TBPLS FIRM NO. 10193726
ATWELL, LLC, TBPE NO. 12242

PROJECT:	970 FLORENCE RANCHETTES
JOB NUMBER:	
DATE:	MARCH 19, 2020
SCALE:	1" = 100'
SURVEYOR:	ROBERT GERTSON, RPLS 6367
TECHNICIAN:	GTM

ATWELL
866.850.4200 www.atwell-group.com
3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 300
AUSTIN, TX 78704

PRELIMINARY PLAT OF 970 FLORENCE RANCHETTES SUBDIVISION

JAMES McOULD SURVEY ABSTRACT NO. 423
WILLIAMSON COUNTY, TEXAS

Commissioners Court - Regular Session **58.**

Meeting Date: 07/21/2020

Discuss consider and take appropriate action on ratifying and approving the preliminary plat for the Fritz North 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 ratifying and approving the preliminary plat for the Fritz North subdivision – Precinct 4.

Background

This proposed subdivision consists of 433 single family lots, 10 open space/landscape & drainage easement lots and 14,181 linear feet of new public roads. Pursuant to the Commissioners Court action taken September 10, 2019, the County Engineer has approved this preliminary plat in order to meet the review timelines set forth in House Bill 3167.

Timeline

2020-03-16 – initial submittal of preliminary plat
2020-04-15 – 1st review complete with comments
2020-05-06 – 2nd submittal of preliminary plat
2020-05-21 – 2nd review complete with comments
2020-06-10 – 3rd submittal of preliminary plat
2020-06-25 – 3rd review complete with minor comments
2020-06-26 – 4th submittal of preliminary plat
2020-07-08 – 4th review complete with comments clear
2020-07-13 – County Engineer approval letter sent
2020-07-16 – preliminary plat placed on the July 21, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat - Fritz North

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 12:00 PM

Form Started By: Adam Boatright Started On: 07/16/2020
Final Approval Date: 07/16/2020

FRITZ NORTH

PRELIMINARY PLAT

STREET TABLE							
STREET NAME	ROW WIDTH	STREET WIDTH	DESIGN SPEED	TYPE	STREET CLASSIFICATION	STREET OWNERSHIP	STREET LENGTH
MARINER LOOP	60'-0"	40'-0"	25	C&G	COLLECTOR	PUBLIC	553
MARINER LOOP	50'-0"	30'-0"	25	C&G	LOCAL	PUBLIC	4538
DODGER DR	60'-0"	40'-0"	25	C&G	COLLECTOR	PUBLIC	1597
ATHLETICS DR	50'-0"	30'-0"	25	C&G	LOCAL	PUBLIC	1872
ASTRO AVE	60'-0"	40'-0"	25	C&G	COLLECTOR	PUBLIC	340
ASTRO AVE	50'-0"	30'-0"	25	C&G	LOCAL	PUBLIC	1695
TWINS TRL	50'-0"	30'-0"	25	C&G	LOCAL	PUBLIC	904
MARLIN LN	50'-0"	30'-0"	25	C&G	LOCAL	PUBLIC	590
RANGERS RD	50'-0"	30'-0"	25	C&G	LOCAL	PUBLIC	567
CUBS PATH	50'-0"	30'-0"	25	C&G	LOCAL	PUBLIC	532
RAYS RD	50'-0"	30'-0"	25	C&G	LOCAL	PUBLIC	508
PADRE DR	50'-0"	30'-0"	25	C&G	LOCAL	PUBLIC	485
						(TOTAL LF)	14181
						(ROW AC)	16.08

PHASING TABLE			
PHASE	AC.	SF LOTS	O.S., L.S. & D.E. LOTS
PH 1	27.19	120	4
PH 2	11.67	71	2
PH 3	13.79	73	2
PH 4	12.65	67	1
PH 5	15.05	102	1
TOTAL	80.35	433	10

NUMBER OF BLOCKS = 15

N

0 50' 100' 200'

SCALE: 1" = 100'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- ROAD CENTERLINE
- PROPOSED LOT LINE
- 28 PROPOSED LOT NUMBER
- PHASE LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- BUILDING SETBACK
- CITY LIMITS BOUNDARY
- MAILBOX CLUSTER

NOTES:

1. NO BUILDING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY WILLIAMSON COUNTY.
2. A 10' P.U.E. IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
4. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISH 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.
5. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE
   WATER — JONAH WATER SUD
   WASTEWATER — JONAH WATER SUD
   ELECTRIC — ONCOR
   GAS — ATMOS
6. AMENITY, OPEN SPACE AND DRAINAGE LOTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
7. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
8. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
9. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF 100-YR FLOODPLAIN BASED ON FEMA PANEL NO. 48491C0520F, DATED DECEMBER 20, 2019.
10. ANY PROPOSED STREET WIDTH LESS THAN 33 FEET SHALL REQUIRE FIRE LANE SIGNAGE ON ONE SIDE OF THE STREET. (2018 IFC APPENDIX D SEC. D103.6.2)
11. DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROAD AND NOT TO CR 132 OR LIMMER LOOP, THE ADJACENT ROADWAYS.
12. NO LOTS SHALL TAKE ACCESS TO DODGER DRIVE.

OWNER:
M.MOOR FAMILY FARMS LLC.
CR 132
HUTTO, TEXAS 78634

ENGINEER:
BGE INC.
1701 DIRECTORS BLVD.
SUITE 1000
AUSTIN, TEXAS 78744

SURVEYOR:
BGE, INC.
101 WEST LOUIS HENNA BLVD,
SUITE 400
AUSTIN, TX 78728

ELECTRIC SERVICE:
ONCOR
350 TEXAS AVENUE
ROUND ROCK, TEXAS 78664
512-244-5670

GAS SERVICE:
ATMOS ENERGY
512-415-8426

TV CABLE SERVICE:
SPECTRUM BUSINESS
205-602-6792

FIRE DEPARTMENT:
WILLIAMSON COUNTY ESD #3
501 EXCHANGE BLVD.
HUTTO, TEXAS 78634
512-759-2616

KEY MAP
N.T.S.

	APR	DATE	DESCRIPTION	REV

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.browngay.com

FRITZ NORTH
HUTTO, TEXAS

PRELIMINARY PLAN

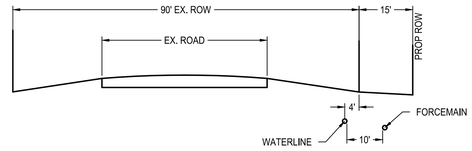
SUBMITTAL DATE: 06-10-2020

STATE OF TEXAS
TIMOTHY M. HOLAND
94848
LICENSED PROFESSIONAL ENGINEER

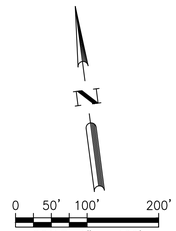
SHEET
1 OF 4

G:\TXCO\Projects\WayMaker7518-00-Fritz_Prelim\03_LD\01_CADD\01_Sht\C-SP-PLAT-PRELIM.dwg Layout: PRELIMINARY PLAN Plotted: 6/26/2020 9:02:59 AM

FRITZ NORTH
PRELIMINARY PLAT



LIMMER LOOP UTILITY ASSIGNMENT
N.T.S.



LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- ROAD CENTERLINE
- PROPOSED LOT LINE
- 28 PROPOSED LOT NUMBER
- PROPOSED EASEMENT
- EXISTING EASEMENT
- W PROPOSED WATER LINE

NOTES:

1. ALL WATERLINES SHOWN ARE 8" UNLESS OTHERWISE INDICATED. FIRE HYDRANTS, VALVES AND OTHER APPURTENANCES WILL BE LOCATED AND DESIGNED WITH SUBDIVISION CONSTRUCTION PLANS.

2. THE CONTRACTOR SHALL OBTAIN A "NOTICE OF PROPOSED INSTALLATION OF UTILITY LINE" PERMIT FROM WILLIAMSON COUNTY FOR ANY WORK PERFORMED IN THE EXISTING COUNTY RIGHT-OF-WAY (DRIVEWAY APRON, WATER MAIN TIE-IN, ETC.) THIS PERMIT APPLICATION WILL REQUIRE A LIABILITY AGREEMENT, A CONSTRUCTION COST ESTIMATE FOR WORK WITHIN THE RIGHT-OF-WAY INCLUDING PAVEMENT REPAIR (IF NEEDED), A PERFORMANCE BOND, CONSTRUCTION PLANS AND, IF NECESSARY, A TRAFFIC CONTROL PLAN. AN INSPECTION FEE, AND A RE-CONSTRUCTION MEETING MAY ALSO BE REQUIRED, DEPENDING ON THE SCOPE OF WORK. THE PERMIT WILL BE REVIEWED AND APPROVED BY THE COUNTY ENGINEER, AND MUST ALSO BE APPROVED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT IF ANY ROAD CLOSURE IS INVOLVED.

	APR	DATE	DESCRIPTION	REV

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.brownge.com

FRITZ NORTH
HUTTO, TEXAS

PRELIMINARY WATER PLAN

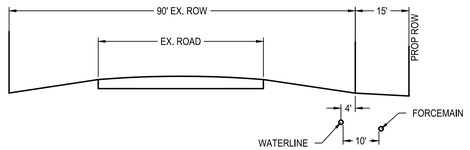
SUBMITTAL DATE: 06-10-2020

STATE OF TEXAS
TIMOTHY M. HOLLAND
94848
LICENSED PROFESSIONAL ENGINEER

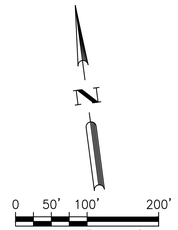
SHEET
2 OF 4

G:\TXC\Projects\WayMaker\7518-00-Fritz_Prelim\03_LD\01_CADD\01_Shts\C-SP-PLAT-PRELIM.dwg Layout: PRELIMINARY WATER PLAN Plotted: 6/10/2020 11:16:39 AM

FRITZ NORTH
PRELIMINARY PLAT



LIMMER LOOP UTILITY ASSIGNMENT
N.T.S.



SCALE: 1" = 100'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- ROAD CENTERLINE
- PROPOSED LOT LINE
- 28 PROPOSED LOT NUMBER
- PROPOSED EASEMENT
- EXISTING EASEMENT
- PROPOSED WASTEWATER LINE
- FM FORCE MAIN

NOTES:

1. ALL WASTEWATER LINES SHOWN ARE 8" UNLESS OTHERWISE INDICATED.
2. THE CONTRACTOR SHALL OBTAIN A "NOTICE OF PROPOSED INSTALLATION OF UTILITY LINE" PERMIT FROM WILLIAMSON COUNTY FOR ANY WORK PERFORMED IN THE EXISTING COUNTY RIGHT-OF-WAY (DRIVEWAY APRON, WATER MAIN TIE-IN, ETC.) THIS PERMIT APPLICATION WILL REQUIRE A LIABILITY AGREEMENT, A CONSTRUCTION COST ESTIMATE FOR WORK WITHIN THE RIGHT-OF-WAY INCLUDING PAVEMENT REPAIR (IF NEEDED), A PERFORMANCE BOND, CONSTRUCTION PLANS AND, IF NECESSARY, A TRAFFIC CONTROL PLAN. AN INSPECTION FEE, AND A RE-CONSTRUCTION MEETING MAY ALSO BE REQUIRED, DEPENDING ON THE SCOPE OF WORK. THE PERMIT WILL BE REVIEWED AND APPROVED BY THE COUNTY ENGINEER, AND MUST ALSO BE APPROVED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT IF ANY ROAD CLOSURE IS INVOLVED.

	APR	DATE	DESCRIPTION	REV

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.browngay.com

FRITZ NORTH
HUTTO, TEXAS

PRELIMINARY WASTEWATER PLAN

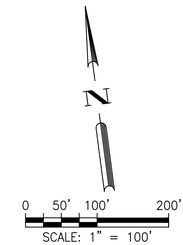
SUBMITTAL DATE: 06-10-2020

STATE OF TEXAS
TIMOTHY M. HOLLAND
94848
LICENSED PROFESSIONAL ENGINEER

SHEET
3 OF 4

G:\TXC\Projects\WayMaker\7518-00-Fritz_Prelim\03_LD\01_CADD\01_Shts\C-SP-PLAT-PRELIM.dwg Layout: PRELIMINARY WASTEWATER PLAN Plotted: 6/10/2020 11:16:50 AM

FRITZ NORTH
PRELIMINARY PLAT



LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- ROAD CENTERLINE
- PROPOSED LOT LINE
- 28 PROPOSED LOT NUMBER
- PROPOSED EASEMENT
- EXISTING EASEMENT
- PROPOSED CHANNEL CENTERLINE
- PROPOSED STORM CENTERLINE

NOTES:

1. THE CONTRACTOR SHALL OBTAIN A "NOTICE OF PROPOSED INSTALLATION OF UTILITY LINE" PERMIT FROM WILLIAMSON COUNTY FOR ANY WORK PERFORMED IN THE EXISTING COUNTY RIGHT-OF-WAY (DRIVEWAY APRON, WATER MAIN TIE-IN, ETC.) THIS PERMIT APPLICATION WILL REQUIRE A LIABILITY AGREEMENT, A CONSTRUCTION COST ESTIMATE FOR WORK WITHIN THE RIGHT-OF-WAY INCLUDING PAVEMENT REPAIR (IF NEEDED), A PERFORMANCE BOND, CONSTRUCTION PLANS AND, IF NECESSARY, A TRAFFIC CONTROL PLAN. AN INSPECTION FEE, AND A RE-CONSTRUCTION MEETING MAY ALSO BE REQUIRED, DEPENDING ON THE SCOPE OF WORK. THE PERMIT WILL BE REVIEWED AND APPROVED BY THE COUNTY ENGINEER, AND MUST ALSO BE APPROVED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT IF ANY ROAD CLOSURE IS INVOLVED.

	APR	DATE	DESCRIPTION	REV

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.browngay.com

FRITZ NORTH
HUTTO, TEXAS

PRELIMINARY DRAINAGE PLAN

SUBMITTAL DATE: 06-10-2020

SHEET
4 OF 4

G:\TXC\Projects\WayMaker\7518-00-Fritz_Prelim\03_LDI\01_CADD\01_Site\C-SP-PLAT-PRELIM.dwg Layout: PRELIMINARY DRAINAGE PLAN Plotted: 6/10/2020 11:16:58 AM

Commissioners Court - Regular Session **59.**

Meeting Date: 07/21/2020

Discuss consider and take appropriate action on approval of the final plat for the Schwertner Ranch Phase 1 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 Schwertner Ranch Phase 1 subdivision – Precinct 3.

Background

This is the first section of the Schwertner Ranch development. It consists of 115 residential lots, 3 right of way lots, 1 amenity center lot and 4,260 linear feet of new public roads. Roadway and drainage construction is not yet complete, but a financial security in the amount of $272,269.36 has been posted with the County to cover the cost of the remaining construction.

Timeline

2019-04-16 – initial submittal of final plat
2019-06-03 – 1st review complete with comments
2019-08-01 – 2nd submittal of final plat
2019-08-16 – 2nd review complete with comments
2019-08-30 – 3rd submittal of final plat
2019-09-11– 3rd review complete with comments
2020-07-02 – 4th submittal of final plat
2020-07-10 – 4th review complete with comments
2020-07-14 – 5th submittal of final plat
2020-07-15 – 5th review complete with comments clear except for completing construction
2020-07-15 – receipt of final plat with all signatures and a financial security for the remaining construction
2020-07-16 – final plat placed on the July 21, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Schwertner Ranch Ph 1

Form Review

Inbox	Reviewed By	Date

County Judge Exec Asst.	Andrea Schiele	07/16/2020 12:01 PM
Form Started By: Adam Boatright		Started On: 07/16/2020
Final Approval Date: 07/16/2020		

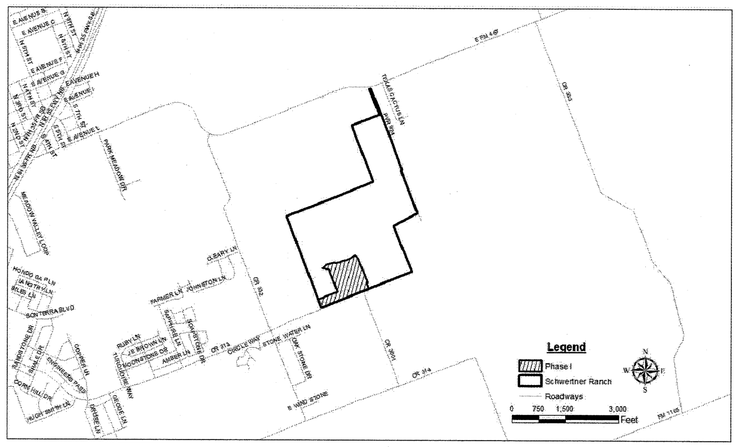
FINAL PLAT
SCHWERTNER RANCH PHASE I
BEING PART OF THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579
WILLIAMSON COUNTY, TEXAS

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	15.00'	23.56'	21.21'	S 22°46'48" W	90°00'00"
C2	15.00'	23.56'	21.21'	S 67°13'12" E	90°00'00"
C3	15.00'	23.56'	21.21'	N 22°46'36" E	90°00'25"
C4	15.00'	23.56'	21.21'	S 67°13'12" E	90°00'00"
C5	15.00'	23.56'	21.21'	S 67°13'12" E	90°00'00"
C6	15.00'	23.56'	21.21'	N 22°46'48" E	90°00'00"
C7	15.00'	23.56'	21.21'	N 22°46'48" E	90°00'00"
C8	15.00'	23.56'	21.21'	S 67°13'12" E	90°00'00"
C9	15.00'	23.56'	21.21'	N 23°06'55" E	90°00'00"
C10	15.00'	23.56'	21.21'	N 66°53'05" W	90°00'00"
C11	15.00'	23.56'	21.21'	S 23°06'55" W	90°00'00"
C12	15.00'	23.56'	21.21'	N 66°53'05" W	90°00'00"
C13	500.00'	115.20'	114.95'	S 15°37'10" E	13°12'04"
C14	530.00'	12.80'	12.80'	N 21°31'41" W	1°23'01"
C15	530.00'	47.76'	47.75'	N 18°15'16" W	5°09'49"
C16	530.00'	47.76'	47.75'	N 13°05'27" W	5°09'49"
C17	530.00'	13.79'	13.79'	N 09°45'50" W	1°29'25"
C18	470.00'	23.63'	23.62'	S 10°27'32" E	2°52'49"
C19	470.00'	66.59'	66.53'	S 15°57'28" E	8°07'03"
C20	470.00'	18.08'	18.07'	S 21°07'05" E	2°12'13"
C24	50.00'	78.54'	70.71'	N 23°06'55" E	90°00'00"
C25	50.00'	78.54'	70.71'	N 66°53'05" W	90°00'00"
C26	15.00'	13.62'	13.16'	N 47°53'41" W	52°01'12"
C27	50.00'	30.58'	30.10'	N 56°23'09" W	35°02'17"
C28	50.00'	46.17'	44.55'	N 12°24'42" W	52°54'37"
C29	50.00'	45.64'	44.07'	N 40°11'29" E	52°17'44"
C30	50.00'	46.95'	45.24'	S 86°45'46" E	53°47'47"
C31	15.00'	10.82'	10.59'	S 80°31'32" E	41°19'20"
C32	15.00'	2.80'	2.80'	N 73°27'52" E	10°41'53"
C33	15.00'	10.53'	10.31'	N 48°00'27" E	40°12'57"
C34	15.00'	3.09'	3.08'	N 21°59'50" E	11°48'15"
C35	50.00'	56.71'	53.72'	N 48°35'13" E	64°59'00"
C36	50.00'	33.98'	33.33'	S 79°27'01" E	38°56'33"
C37	50.00'	48.48'	46.60'	S 32°12'11" E	55°33'07"
C38	50.00'	30.16'	29.71'	S 12°51'15" W	34°33'45"
C39	15.00'	13.62'	13.16'	S 04°07'31" W	52°01'12"
C40	25.00'	39.27'	35.36'	S 66°53'05" E	90°00'00"
C41	25.00'	39.27'	35.36'	N 23°06'55" E	90°00'00"

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 22°13'12" W	60.00'
L2	N 22°13'12" W	60.00'
L3	N 17°17'29" W	66.64'
L4	N 03°13'37" E	61.40'
L5	N 03°13'37" E	41.81'



VICINITY MAP
NOT TO SCALE

LEGEND

AE	PEDESTRIAN ACCESS EASEMENT
BM	BENCHMARK
DA	DRAINAGE AREA
DE	DRAINAGE EASEMENT
ELEV	ELEVATION
NTS	NOT TO SCALE
NO	NUMBER
POB	POINT OF BEGINNING
RE	REFERENCE
REV	REVISION
TBM	TEMPORARY BENCH MARK
TYP	TYPICAL
OHE	OVERHEAD OR UNDERGROUND EASEMENT
UE	UTILITY EASEMENT
WWE	WATER AND WASTEWATER EASEMENT
FWLE	FENCE WALL AND LANDSCAPE EASEMENT
BFE	BASE FLOOD ELEVATION
FFE	FINISHED FLOOR ELEVATION
FE	FENCE EASEMENT
	½" IRON ROD FOUND
	½" IRON ROD W/ CAP MARKED "YALGO 6200" SET
NO. # EL. ###	CHANGE IN BEARING
	BENCHMARK
	LOTS WITH MINIMUM FFE (SEE BFE/FFE TABLE)

FIELD NOTES

Being all that certain tract of land situated in the G. SCHNEIDER SURVEY, Abstract No. 579, Williamson County, Texas, and being all of a called 24.42 acre tract of land as described by a deed to WBW SINGLE DEVELOPMENT GROUP, LLC - SERIES 107, recorded Document No. 202002153, Official Public Records of Williamson County, Texas, and part of a called 7.52 acre tract of land described as TRACT 1 by a deed to WBW SINGLE DEVELOPMENT GROUP, LLC - SERIES 107, recorded in Document No. 2020073916 of said Public Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found in the north margin of County Road 313 for the most southerly corner of said 24.42 acre tract and at a southeasterly corner of a called 10.68 acre tract of land as described by a deed to PATRICK N. RILEY, recorded in Document No. 2017071908, of said Public Records, for the most southerly corner of the herein described tract;

THENCE N 21° 22' 40" W, 265.03 feet, with the west line of said 24.42 acre tract and east line of said 10.68 acre tract, to an iron rod with cap found for a common corner of said 24.42 acre tract and said TRACT 1, for the most westerly corner of the herein described tract;

THENCE with the common boundary line of said 24.42 acre tract and said TRACT 1 for the following calls:

1. N 67° 46' 48" E, 122.96 feet, to an iron rod with cap found;
2. N 51° 04' 51" E, 52.20 feet, to an iron rod with cap found;
3. N 67° 46' 48" E, 410.00 feet, to an iron rod with cap found;
4. N 22° 13' 12" W, 502.30 feet, to an iron rod with cap found;
5. N 18° 04' 09" W, 117.58 feet, to an iron rod with cap set;

THENCE N 84° 22' 55" W, 209.41 feet, across and upon said TRACT 1, to an iron rod with cap set at the common boundary line of said TRACT 1 and the remainder of a called 230.22 acre tract of land as described by a deed to WBW SINGLE LAND INVESTMENT, LLC - SERIES 111, recorded in Document No. 2019092046, of said Public Records;

THENCE N 38° 19' 15" E, at 65.50 feet passing an iron rod with cap found for a westerly corner of said 24.42 acre tract, continuing the same course for a total distance of 192.00 feet, to an iron rod with cap found;

THENCE with the common boundary line of said 24.42 acre tract and the remainder of said 230.22 acre tract of land for the following calls:

1. N 77° 14' 24" E, 186.72 feet, to an iron rod with cap found;
2. N 80° 58' 52" E, 195.19 feet, to an iron rod with cap found;
3. N 69° 48' 38" E, 79.82 feet, to an iron rod with cap found;
4. N 81° 37' 28" E, 106.67 feet, to an iron rod with cap found;
5. N 68° 06' 55" E, 100.00 feet, to an iron rod with cap found;
6. N 59° 02' 31" E, 194.84 feet, to an iron rod with cap found for the most northerly corner of the herein described tract and the most westerly corner of a called 29.94 acre tract of land described as TRACT 2 by a deed to WBW SINGLE DEVELOPMENT GROUP, LLC - SERIES 107, recorded in Document No. 2020073916 of said Public Records;

THENCE with the common boundary line of said 29.94 acre tract and said TRACT 2 for the following calls:

1. S 47° 49' 51" E, 100.90 feet, to an iron rod with cap found;
2. S 21° 53' 05" E, 710.00 feet, to an iron rod with cap found;
3. S 16° 14' 27" W, 63.56 feet, to an iron rod with cap found;
4. S 21° 53' 05" E, 170.00 feet, to an iron rod with cap found the north line of dirt road called a 1.250 acre tract described in a deed to WESS JR. & HELEN CASSENS, recorded in Volume 533, Pages 440-447, of said Deed Records, for the most southeasterly corner of the herein described tract;

THENCE with south line of said 24.42 acre tract for the following calls:

1. S 68° 06' 55" W, 607.92 feet, to a 1/2 inch iron rod found in the north margin of said County Road 313;

S 67° 46' 48" W, 818.53 feet, continuing along the north margin of said County Road 313, to the **POINT OF BEGINNING** and containing ***24.64 acres*** of land, more or less.

Note:

The bearings and distances recited hereon are grid bearings and grid distances based on the NAD83 (2011) State Plane Texas Central Coordinate System, as derived from GPS observations. The Combined Correction Factor (CCF) for this project is 0.9998522. Ground distance = Grid distance/CCF. Permanent iron rods set for corner are ½ inch in diameter with a cap marked "YALGO 6200".

BFE / FFE TABLE

LOT #	BLOCK #	BFE (ft)	MIN FFE (ft)
60	1	790.37	792.37
1	4	784.98	786.98
29	4	783.78	785.78
30	4	783.66	785.66
31	4	782.56	784.56
32	4	782.28	784.28
33	4	782.88	784.88
34	4	782.88	784.88
35	4	781.01	783.01
36	4	784.42	786.42

REV.	DESCRIPTION	DATE	BY
3	UPDATED FIELD NOTES	7/1/2020	KAC
2	CHANGES PER CITY COMMENTS	8/1/2019	BTW
1	ORIGINAL RELEASE	4/15/2019	BTW

PROJECT NUMBER: SW01
CLIENT NAME: WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 107
APPROVED BY: KAC
CLIENT LOCATION: KILLEEN, TX
AUTHORIZED BY: WBW

PRINTED ON July 14, 2020

PROJECT INFORMATION
TOTAL SIZE: 24.64 ACRES
TOTAL BLOCKS: 5
TOTAL RESIDENTIAL LOTS: 115
TOTAL NON-RESIDENTIAL: 4

BENCHMARK
Cotton spindle set in the north margin of County Road 313 - bearing N 68°32'31" E, 492.74 feet from the most southerly corner of this tract:

Observed GPS coordinates based on NAD83 (2011) State Plane Coordinate System, Texas Central Zone No. 4203
N: 10269021.77
E: 3160972.32
Z: 820.52' (NAVD88-Geoid12B)

OWNER INFORMATION
WBW SINGLE DEVELOPMENT GROUP, LLC - SERIES 107
3000 ILLINOIS AVE. STE. 100
KILLEEN, TX 76543
254-953-5353

ENGINEER INFORMATION
KEITH A. CALDWELL
P.E. NO. 101956
YALGO ENGINEERING
3000 ILLINOIS AVE. STE. 100
KILLEEN, TX 76543

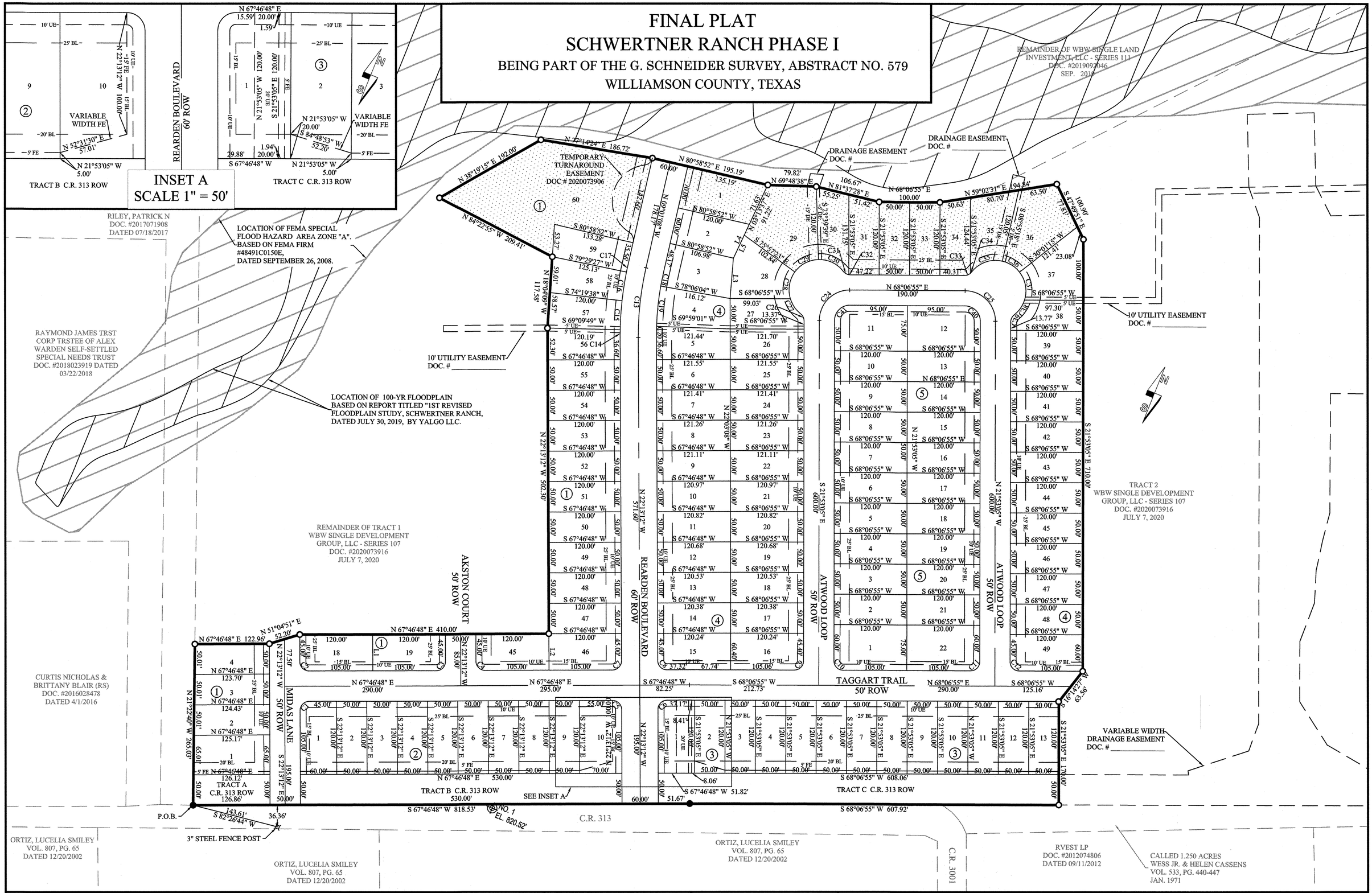
SURVEYOR INFORMATION
LUTHER E. FROBISH, R.P.L.S.
YALGO ENGINEERING
3000 ILLINOIS AVE. STE. 100
KILLEEN, TX 76543

Yalgo, LLC
3000 Illinois Ave., Suite 100
Killeen, TX 76543
PH (254) 953-5353
FX (254) 953-5057

Texas Registered
Engineering Firm F-10264

Texas Registered
Surveying Firm 10194095

FINAL PLAT
SCHWERTNER RANCH PHASE I
BEING PART OF THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579
WILLIAMSON COUNTY, TEXAS



REV.	DESCRIPTION	DATE	BY
4	INCREASED SIZE OF AMENITY LOT AND ADDED FENCE EASEMENT	05/06/2020	NMP
3	UPDATED 100-YR FLOODPLAIN	7/31/2019	BTW
2	CHANGES PER CITY COMMENTS	8/1/2019	BTW
1	ORIGINAL RELEASE	4/15/2019	BTW

PROJECT NUMBER: SW01
CLIENT NAME: WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 107
APPROVED BY: KAC
CLIENT LOCATION: KILLEEN, TX
AUTHORIZED BY: WBW

PRINTED ON July 14, 2020

PROJECT INFORMATION

TOTAL SIZE: 24.64 ACRES
TOTAL BLOCKS: 5
TOTAL RESIDENTIAL LOTS: 115
TOTAL NON-RESIDENTIAL: 4

BENCHMARK

Cotton spindle set in the north margin of County Road 313 - bearing N 68°32'31" E, 492.74 feet from the most southerly corner of this tract:

Observed GPS coordinates based on NAD83 (2011) State Plane Coordinate System, Texas Central Zone No. 4203
N: 10269021.77
E: 3160972.32
Z: 820.52' (NAVD88-Geoid12B)

OWNER INFORMATION

WBW SINGLE DEVELOPMENT GROUP, LLC - SERIES 107
3000 ILLINOIS AVE. STE. 100
KILLEEN, TX 76543
254-953-5353

ENGINEER INFORMATION

KEITH A. CALDWELL
P.E. NO. 101956
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KILLEEN, TX 76543

Yalgo, LLC
3000 Illinois Ave., Suite 100
Killeen, TX 76543
PH (254) 953-5353
FX (254) 953-5057

Texas Registered Engineering Firm F-10264

Texas Registered Surveying Firm 10194095

SHEET 2 OF 3

FINAL PLAT
SCHWERTNER RANCH PHASE I
BEING PART OF THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579
WILLIAMSON COUNTY, TEXAS

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

We, WBW SINGLE DEVELOPMENT GROUP, LLC - SERIES 107, sole owner of the certain 24.64 ACRES tract of land shown hereon and described in a deed recorded in Document # 2020002153, January 8, 2020 and 2020073916 dated July 7, 2020 of the Official Records 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 forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as SCHWERTNER RANCH PHASE I.

TO CERTIFY WHICH, WITNESS by my hand this 14th day of July, 2020.

WBW SINGLE DEVELOPMENT GROUP, LLC - SERIES 107

Bruce Whitis, President

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

This instrument was acknowledged before me on July 14 2020, by Bruce Whitis, in his capacity as President of WBW SINGLE DEVELOPMENT GROUP, LLC - SERIES 107.

NEELY ANNE ROPER
My Notary ID # 4001207
Expires June 25, 2024

Name Neely A Roper
Notary Public, State of Texas

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

I, Luther E. Frobish, Registered Professional Land Surveyor in the State of Texas, do hereby certify that to the best of my knowledge and belief, this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly placed under my supervision in accordance with the subdivision regulations of the County of Williamson, Texas.

TO CERTIFY WHICH, WITNESS my hand and seal at Killeen, Bell County, Texas, this 14th day of July of 2020.

7/14/2020

LUTHER E. FROBISH
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6200

STATE OF TEXAS
REGISTERED
LUTHER E. FROBISH
6200
PROFESSIONAL
LAND SURVEYOR

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

I, Keith A. Caldwell, am authorized under the laws of the State of Texas to practice the profession of engineering and hereby certify that to the best of my knowledge and belief, this plat complies with the applicable ordinance of Williamson County, Texas and that no portion of this subdivision is contained within the 100 year flood plain as identified on the Federal Emergency Management Agency flood insurance rate map, community panel number 48491C0150E, dated September 26, 2008 for Williamson County, Texas.

TO CERTIFY WHICH, WITNESS my hand and seal at Killeen, Bell County, Texas, this 14th day of July, 2020.

7/14/20

KEITH A. CALDWELL
REGISTERED PROFESSIONAL
ENGINEER NO. 101956

STATE OF TEXAS
KEITH A. CALDWELL
101956
LICENSED
PROFESSIONAL ENGINEER

Notes:
1. Residential driveways are to be located no closer to the corner of intersecting rights of way than 60 percent of the parcel frontage or 50 feet, whichever is less.
2. Driveways for Lot 1 Block 1 shall connect only to Mulligan Lane and not to County Road 313. Driveways for Lots 1-10 Block 2, and 1-13 Block 3 shall connect only to Taggart Trail and not to County Road 313.
3. Storm water runoff must flow directly from all adjacent upstream lots to the downstream lots, without impediment or diversion to other lots and this restriction constitutes an easement in favor of the upstream lots for the same. The homebuilder/property owner must ensure that drainage for each individual lot allow storm water to pass from upstream lots to the downstream lots without impediment. This restriction is to be enforced by the HOA/The Village at Schwertner Ranch Residential Community, Inc.
4. The bearings recited hereon are grid bearings derived from GPS observations based on the NAD1983 (2011) State Plane Coordinate System, Texas Central Zone No. 4203. The average Combined Correction Factor (CCF) is 0.9998522. Ground distance = Grid Distance / CCF. Permanent iron rods set for corner are 1/2 inch iron rods with cap marked "YALGO 6200", unless otherwise noted herein. All coordinates can be referenced to a benchmark described as cotton spindle set in the north margin of County Road 313, bearing N 68° 32' 31" W, 492.74 feet from the most southerly corner of this tract. Observed GPS coordinates for said "X" in concrete benchmark are N=10269021.77, E=3160972.32, Z=820.52' (NAVD88-Geoid12B).
5. 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.
6. A de facto certificate of compliance is hereby issued for all lots within this subdivision. This certificate is valid until such time as FEMA revises or newly adopts floodplain boundaries in this area.
7. No buildings, fences, landscaping or other structures and / or obstructions which impede flow are permitted within the drainage easements shown.
8. Property owner shall provide for access to drainage easements as may be necessary and shall not prohibit access by regulatory authorities.
9. All easements on private property shall be maintained by the property owner or their assigns.
10. This subdivision is not located within the contributing zone of the Edwards Aquifer.
11. Building setback lines shall be in accordance with setbacks shown hereon, applicable owner restrictions recorded in county records or applicable ordinances.
12. No structure or improvement on any lot in this subdivision shall be occupied until connected to a water supply system approved by the Texas Commission on Environmental Quality.
13. No structure or improvement on any lot in this subdivision shall be occupied until connected to a wastewater collection system approved by the Texas Commission on Environmental Quality.
14. It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property. The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the County.
15. Water and wastewater systems serving this subdivision shall be designed and installed in accordance with the design and construction standards of the Texas Commission on Environmental Quality or Williamson County. Plans and specifications shall be submitted to TCEQ and other agencies as appropriate at the time such plans are prepared.
16. All streets are to be dedicated for public use.
17. Lot 60 Block 1 shall be used as an amenities lot and owned and maintained by the Home Owner's Association.
18. Driveway access to lots within this subdivision from side streets is prohibited.
19. Improvements within the county road right-of-way including, but not limited to, landscaping, irrigation, lighting, custom signs, is prohibited without first obtaining an executed license agreement with Williamson County.
20. 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
21. The owner shall create a mandatory homeowners association that shall be responsible for the maintenance and liability of any landscaping, irrigation, sidewalks, illumination, subdivision identification signs, water quality features, etc. placed within the Williamson County right-of-way. This homeowners association shall have assessment authority to insure the proper funding for the maintenance.
22. In approving this plat by the Commissioner's Court of Williamson County, Texas, it is understood that the building of all roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owner(s) of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioner's Court of Williamson County, Texas. Said Commissioner's Court assumes no obligation to build any of the roads, or other public thoroughfares shown on this plat, or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system.
23. Temporary turn arounds shall be provided with the construction of Rearden Boulevard.

No portion of this tract is within a Special Flood Hazard Area per FEMA's Flood Insurance Rate Map (FIRM) Panel for Williamson County, Texas Dated September 26, 2008, panel numbers 48491C0150E. The Surveyor does not certify as to the accuracy or inaccuracy of said information and does not warrant, or imply, that structures placed within the Special Flood Hazard Areas shown hereon, or any of the platted areas, will be free from flooding or flood damage.

Road Table

Name	Design Speed (mph)	Length (ft)	ROW Width (ft)	Pavement Width (ft)	Classification	Designation
Midas Lane	25	273	50	30	Local	Public
Akston Court	25	85	50	30	Local	Public
Rearden Boulevard	35	1060	60	37	Collector	Public
Atwood Loop	25	1547	50	30	Local	Public
Taggart Trail	25	1295	50	30	Local	Public

Road name and address assignments verified this the 15 day of July, 2020 A. D.

Cindy Bridges
Williamson County Addressing Coordinator
Cindy Bridges

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
Williamson County, Texas

Date

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

I, Nancy E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the ____ day of _____, 20__, A.D., at ___ o'clock, __.M., and duly recorded this the ___ day of _____, 20__, A.D., at ___ o'clock, __.M., in the Official Public Records of said County in Document No. _____.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy E. Rister, Clerk County Court
of Williamson County, Texas

By: _____, Deputy

REV.	DESCRIPTION	DATE	BY
4	UPDATED NOTES	7/10/2020	LEH
3	UPDATED NOTES	7/1/2020	KAC
2	CHANGES PER CITY COMMENTS	8/1/2019	BTW
1	ORIGINAL RELEASE	4/15/2019	BTW

PROJECT NUMBER: SW01
CLIENT NAME: WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 107
APPROVED BY: KAC
CLIENT LOCATION: KILLEEN, TX
AUTHORIZED BY: WBW

PRINTED ON July 13, 2020

PROJECT INFORMATION
TOTAL SIZE: 24.64 ACRES
TOTAL BLOCKS: 5
TOTAL RESIDENTIAL LOTS: 115
TOTAL NON-RESIDENTIAL: 4

BENCHMARK
Cotton spindle set in the north margin of County Road 313 - bearing N 68°32'31" E, 492.74 feet from the most southerly corner of this tract:

Observed GPS coordinates based on NAD83 (2011) State Plane Coordinate System, Texas Central Zone No. 4203
N: 10269021.77
E: 3160972.32
Z: 820.52' (NAVD88-Geoid12B)

OWNER INFORMATION
WBW SINGLE DEVELOPMENT GROUP, LLC - SERIES 107
3000 ILLINOIS AVE. STE. 100
KILLEEN, TX 76543
254-953-5353

ENGINEER INFORMATION
KEITH A. CALDWELL
P.E. NO. 101956
YALGO ENGINEERING
3000 ILLINOIS AVE. STE. 100
KILLEEN, TX 76543

SURVEYOR INFORMATION
LUTHER E. FROBISH, R.P.L.S.
YALGO ENGINEERING
3000 ILLINOIS AVE. STE. 100
KILLEEN, TX 76543

Yalgo, LLC
3000 Illinois Ave., Suite 100
Killeen, TX 76543
PH (254) 953-5353
FX (254) 953-5057

Texas Registered
Engineering Firm F-10264

Texas Registered
Surveying Firm 10194095

SHEET 3 OF 3

Commissioners Court - Regular Session **60.**

Meeting Date: 07/21/2020

Discuss consider and take appropriate action on approval of the replat for Lot 9 Carriage Oaks Estates subdivision – Pct 2

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 replat for Lot 9, Carriage Oaks Estates subdivision – Precinct 2.

Background

This subdivision consists of 2 lots and no new public roads. The purpose of this replat is to subdivide the single existing lot into 2 newly configured lots.

Timeline

2018-12-03 – initial submittal of replat
2019-01-24 – 1st review complete with comments
2020-01-21 – 2nd submittal of replat
2020-01-30 – 2nd review complete with comments
2020-02-12 – 3rd submittal of replat
2020-03-06 – 3rd review complete with comments
2020-03-12 – 4th submittal of replat
2020-03-13 – 4th submittal complete with comments
2020-03-19 – 5th submittal of replat
2020-03-19 – 5th submittal complete with comments clear
2020-07-10 – receipt of plat with all signatures
2020-07-16 – replat placed on the July 21, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

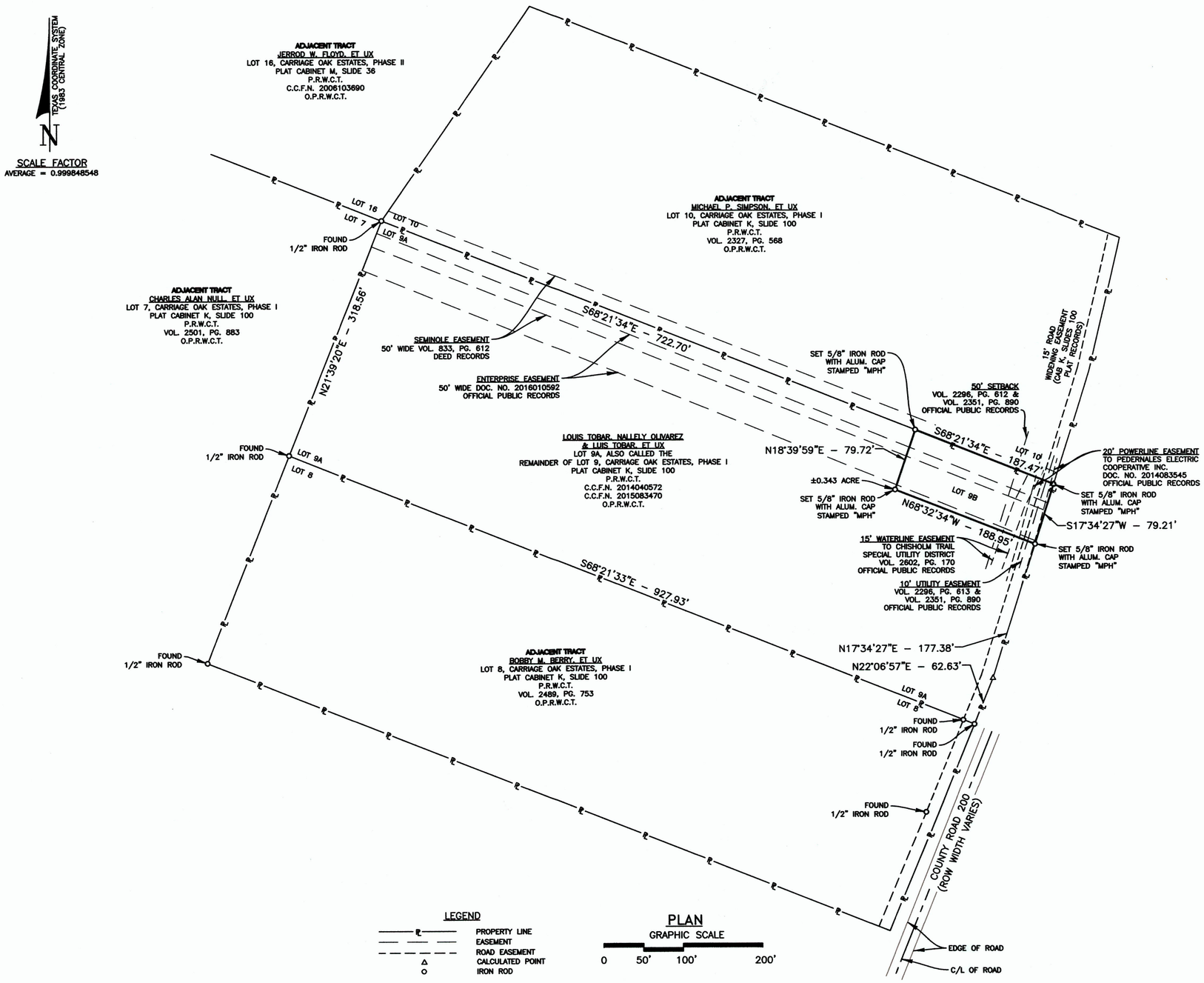
Attachments

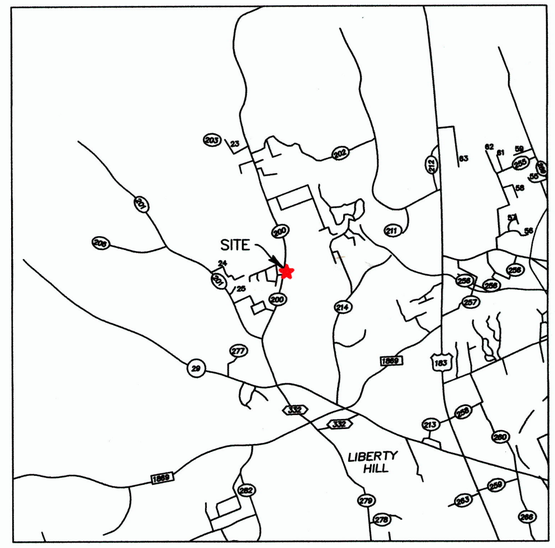
replat - Lot 9 Carriage Oaks Estates

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 12:01 PM
Form Started By: Adam Boatright		Started On: 07/16/2020
Final Approval Date: 07/16/2020		

REPLAT OF LOT 9, CARRIAGE OAK ESTATES, PHASE 1
WILLIAMSON COUNTY, TEXAS
R. WEST SURVEY, ABSTRACT 643





VICINITY MAP
1" = 2 MILES

NO WATER SERVICE IS PROPOSED WITH THIS SUBDIVISION OR WITH THE REMAINDER OF LOT 9.

LOT 9A CONTAINS ON-SITE SEWAGE FACILITIES (OSSF). NO ON-SITE SEWAGE FACILITIES ARE PROPOSED WITH LOT 9B.

THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS. SECTION 811.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

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.

THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

STATE OF TEXAS
REGISTERED
G. ALEX TEAGUE
6623
PROFESSIONAL
LAND SURVEYOR

APPROVED:

G. ALEX TEAGUE, TX. LICENSE NO. 6623
MORRIS P. HEBERT, INC.
3205 WCR 132
MIDLAND, TEXAS 79706

NOTES:

ALL PUBLIC RECORD DOCUMENTS, TITLE INFORMATION AND MAPS UTILIZED FOR ESTABLISHING THE PROPERTY BOUNDARIES AS DEPICTED ON THIS PLAT WAS PROVIDED BY BLANCHARD LAND SERVICES.

AN ON-THE-GROUND EFFORT HAS BEEN MADE TO LOCATE AND INDICATE ALL BELOW GROUND FERROUS METAL CABLES, PIPELINES, UTILITIES, ETC. CROSSED BY THE PROPOSED PROJECT; HOWEVER, DUE TO THE INHERENT LIMITATIONS OF ELECTRONIC MAGNETIC LOCATING EQUIPMENT, MORRIS P. HEBERT, INC. IS NOT RESPONSIBLE FOR ANY CABLES, PIPELINES, UTILITIES OR ANY OTHER BELOW GROUND STRUCTURES (INCLUDING PVC) NOT LOCATED DURING THE COURSE OF THE SURVEY.

ALL BEARINGS, DISTANCES AND AREAS SHOWN HEREON ARE GRID, BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE IN U.S. SURVEY FEET, BASED UPON A GLOBAL POSITIONING SYSTEM STATIC SURVEY PERFORMED IN JUNE, 2018.

LOUIS TOBAR
116 SARAHS LANE
LIBERTY HILL, TEXAS 78642

5.9 All existing and proposed plat boundary lines, phase section lines, and lot lines with bearings and distance. Bearings shall be based on the Texas State Plane Coordinate System, Central Zone. Distances shall be surface distances expressed in U.S. Survey feet. A combined Scale Factor shall be specified on the face of the plat to eight decimal places (example: 0.12345678) to facilitate the conversion of surface distances to grid distances. At least two external boundary corners of each block within the subdivision shall have grid coordinates depicted on the plat to the nearest one hundredth of a foot (0.01 feet)

NO.	DATE	REV. BY:	REVISION
4	03/12/2020	DH	MISC. UPDATES

SEMINOLE PIPELINE COMPANY LLC

PLAT SHOWING THE LOCATION AND BOUNDARY
OF SITE EXPANSION OF MP 303 STATION ACROSS THE
SEMINOLE PIPELINE COMPANY LLC, A DELAWARE LIMITED LIABILITY COMPANY
R. WEST SURVEY, ABSTRACT 643,
WILLIAMSON COUNTY, TEXAS

Morris P. Hebert, Inc.
SURVEYING • ENGINEERING • ENVIRONMENTAL SERVICES • FIELD SERVICES • GIS
3205 WCR 132 • MIDLAND, TEXAS 79706 • (432) 276-3300
FIRM REGISTRATION NO. 10194340

DRAWN BY:	HTB	SHEET:	1 OF 2
CHKD./APPD. BY:	ECC	SCALE:	1" = 100'
UPDATED BY:	TJW	DATE:	08/21/18
DATA BASE:	13196-05	JOB NO.	13196-05
MPH CAD FILE: MP 303_1 PUMP STATION_REV4.DWG			

J:\OD Projects\2252 Pump Station Expansions\MP 303 STATION\DWG\MP 303_1 PUMP STATION_REV4.dwg PLOT DATE: 4/20/20 9:34:27am

REPLAT OF LOT 9, CARRIAGE OAK ESTATES, PHASE 1
WILLIAMSON COUNTY, TEXAS
R. WEST SURVEY, ABSTRACT 643

FIELD NOTES

A boundary description of a proposed 0.343–acre site expansion of the MP 303 Pump Station situated in Lot 9 of Carriage Oak Estates, Phase I, a subdivision of the Richard West Survey, Abstract 643 in Williamson County, Texas as recorded in Plat Cabinet K, Slide 100 of the Plat Records of said Williamson County, Texas, as described in the deed to Louis Tobar, et ux & Luis Tobar, et ux, as recorded in County Clerk File Numbers 2014040572 & 2015083470 of the Official Public Records of Williamson County, Texas, said 0.343–acre tract being more particularly described, with all bearings, distances and areas being grid, base on the Texas Coordinate System of 1983, Central Zone, in U.S. Survey Feet as derived from a Global Positioning System (G.P.S) survey performed in June 2018, as follows:

BEGINNING at a 5/8–inch–diameter iron rod with an aluminum cap stamped "MPH" set (referred to hereinafter as an iron rod set) to mark the northwest corner of the herein described 0.343–acre tract on the north property line of said Lot 9 and the south property line of that Lot 10, Carriage Oak Estates, Phase I, described in the deed to Michael P. Simpson, et ux, as recorded in Plat Cabinet K, Slide 100 of the Plat Records of Williamson County, Texas, and Volume 2327, Page 568 of the Official Public Records of Williamson County, Texas, from which a 1/2–inch–diameter iron rod found marking the northwest corner of said Lot 9, the southwest corner of said Lot 10, the southeast corner of that Lot 16, Carriage Oak Estates, Phase II, described in the deed to Jerrod W. Floyd, et ux, as recorded in Plat Cabinet M, Slide 36 of the Plat Records of Williamson County, Texas, and County Clerk File Number 2006103690 of the Official Public Records of Williamson County, Texas, and the northeast corner of that Lot 7, Carriage Oak Estates, Phase I, described in the deed to Charles Alan Null, et ux, as recorded in Plat Cabinet K, Slide 100 of the Plat Records of Williamson County, Texas, and Volume 2501, Page 883 of the Official Public Records of Williamson County, Texas, bears North 68° 21' 34" West, a distance of 722.70 feet;

THENCE, over and across said Lot 9 the following courses and distances:

South 68° 21' 34" East, with the north line of said Lot 9, a distance of 187.47 feet to an iron rod set to mark the northeast corner of the herein described 0.343–acre tract;

South 17° 34' 27" West, with the east line of said Lot 9, a distance of 79.21 feet to an iron rod set to mark the southeast corner of the herein described 0.343–acre tract, from which a 1/2–inch–diameter iron rod found as described, marking the southeast corner of said Lot 9, the northeast corner of that Lot 8, Carriage Oak Estates, Phase I, described in the deed to Bobby M. Berry, et ux, as recorded in Plat Cabinet K, Slide 100 of the Plat Records of Williamson County, Texas, and Volume 2489, Page 753 of the Official Public Records of Williamson County, Texas, and the apparent west line of Highway 200, bears South 17° 34' 27" West a distance of 177.38 feet and South 22° 06' 57" West a distance of 62.63 feet;

North 68° 32' 34" West, a distance of 188.95 feet to an iron rod set to mark the southwest corner of the herein described 0.343–acre site;

THENCE continuing over and across said Lot 9, North 18° 39' 59" East, a distance of 79.72 feet to the POINT OF BEGINNING and containing 0.343 acres (14,928.67 Square Feet) of land, more or less.

The above_described boundary is shown on a plat prepared by Morris P. Hebert, Inc. (CADD File No. MP303_1_REV1.DWG) dated 07/23/2018, Revised 02/04/2019, Titled "SEMINOLE PIPELINE COMPANY LLC PLAT SHOWING THE LOCATION AND BOUNDARY OF SITE EXPANSION OF MP 303 STATION ACROSS THE LOUIS TOBAR, ET UX & LUIS TOBAR, ET UX R. WEST SURVEY, ABSTRACT 643, WILLIAMSON, TEXAS" and is attached hereto as Exhibit "A".

NOTES:

Bearings and distances indicated herein are grid derived and are referenced to the Texas Coordinate of 1983, Central Zone, in US Survey Feet; as derived from a Global Positioning System (GPS) static survey.

Title and ownership information indicated herein is based on a search of the public records of Williamson County, Texas and was furnished by Blanchard Land Services.

SURVEYOR APPROVAL

STATE OF TEXAS {

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON {

I, G. ALEX TEAGUE, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND TO THE BEST OF MY KNOWLEDGE CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL,

THIS 12th DAY OF March, 2020.

G. ALEX TEAGUE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6623

ENGINEER APPROVAL

STATE OF TEXAS {

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON {

I, DAVID L. PLATT, 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 AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48053C0550F, EFFECTIVE DATE MARCH 15, 2012, AND THAT EACH LOT CONFORMS TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL,

THIS 22ND DAY OF APRIL, 2020.

DAVID L. PLATT, P.E.
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS NO. 115964

STATE OF TEXAS · DAVID L. PLATT · 115964 · LICENSED PROFESSIONAL ENGINEER

NO WATER SERVICE IS PROPOSED WITH THIS SUBDIVISION OR WITH THE REMAINDER OF LOT 9.

LOT 9A CONTAINS ON–SITE SEWAGE FACILITIES (OSSF). NO ON–SITE SEWAGE FACILITIES ARE PROPOSED WITH LOT 9B.

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.

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.

THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT–OF–WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT–OF–WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

GENERAL NOTES:

1. PROPOSED USE: COMMERCIAL
2. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE: ELECTRIC: PEDERNALES ELECTRIC COOP.
3. ALL STRUCTURES/OBSTRUCTIONS ARE PROHIBITED IN DRAINAGE EASEMENTS.
4. THERE ARE NO AREA WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100–YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NUMBER 48053C0550F, EFFECTIVE DATE OF MARCH 15, 2012.
5. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. THIS REPLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF CARRIAGE OAK ESTATES, PHASE 1, AS RECORDED IN DOCUMENT NO. 1992023681 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.
DRIVEWAY ACCESS POINTS ONTO CR 200 SHALL BE SPACED A MINIMUM OF 100 FEET APART MEASURED CENTER TO CENTER.
6. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
7. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
8. THE MINIMUM FINISHED FLOOR ELEVATION FOR ALL LOTS 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.
9. THIS SUBDIVISION IS SUBJECT TO STORMWATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON BOUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
10. BEARINGS ARE IN TEXAS STATE PLANE, CENTRAL ZONE, NAD83. DISTANCES ARE IN U.S. SURVEY FEET.

OWNER SIGNATURE

STATE OF TEXAS {

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF Harris {

I, GRAHAM W. BACON, EXECUTIVE VICE PRESIDENT OF SEMINOLE PIPELINE COMPANY LLC, A DELAWARE LIMITED LIABILITY COMPANY, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED IN CLERK'S FILE NO. 2018110234 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, 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, RIGHT–OF–WAYS, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS:

REPLAT OF LOT 9, CARRIAGE OAK ESTATES, PHASE 1

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL,

THIS 19 DAY OF May, 2020.

GRAHAM W. BACON
EXECUTIVE VICE PRESIDENT
SEMINOLE PIPELINE COMPANY, LLC

NOTARY PUBLIC

STATE OF TEXAS {

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF Harris {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED GRAHAM W. BACON, EXECUTIVE VICE PRESIDENT OF SEMINOLE PIPELINE COMPANY LLC, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 19 DAY OF May, 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 8/19/23

SCHERI SCHMIDT · Notary Public, State of Texas · Comm. Expires 08-19-2023 · Notary ID 126205042

ROAD NAME AND 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 1 DAY OF April, 2020, A.D.

WILLIAMSON COUNTY, ADDRESSING COORDINATOR — DATE

Cindy Bridges

COUNTY JUDGE'S APPROVAL

STATE OF TEXAS {

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON {

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

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

COUNTY CLERK APPROVAL

STATE OF TEXAS {

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON {

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON

THE _____ DAY OF _____, 20___, A.D., AT _____ O'CLOCK, ___.M., AND

DULY RECORDED THIS THE _____ DAY OF _____, 20___, A.D.,

AT _____ O'CLOCK, ___.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN

DOCUMENT NO. _____.

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

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

BY: _____, DEPUTY

STATE OF TEXAS · REGISTERED · G. ALEX TEAGUE · 6623 · PROFESSIONAL LAND SURVEYOR

APPROVED:
G. ALEX TEAGUE, TX. LICENSE NO. 6623
MORRIS P. HEBERT, INC.
3205 WCR 132
MIDLAND, TEXAS 79706

NO.			
4	03/12/2020	DH	MISC. UPDATES

SEMINOLE PIPELINE COMPANY LLC

PLAT SHOWING THE LOCATION AND BOUNDARY
OF SITE EXPANSION OF MP 303 STATION ACROSS THE
SEMINOLE PIPELINE COMPANY LLC, A DELAWARE LIMITED LIABILITY COMPANY
R. WEST SURVEY, ABSTRACT 643,
WILLIAMSON COUNTY, TEXAS

Morris P. Hebert, Inc.
SURVEYING • ENGINEERING • ENVIRONMENTAL SERVICES • FIELD SERVICES • GIS
3205 WCR 132 • MIDLAND, TEXAS 79706 • (432) 276–3300
FIRM REGISTRATION NO. 10194340

DRAWN BY:	HTB	SHEET:	2
CHKD./APPD. BY:	ECC	SCALE:	N.T.S.
UPDATED BY:	TJW	DATE:	08/21/18
DATA BASE:	13196–05	JOB NO.	13196–05
MPH CAD FILE:	MP 303_1 PUMP STATION_REV4.DWG		

J:\OD Projects\M252 Pump Station Expansions\MP 303 STATION\DWG\MP 303_1 PUMP STATION_REV4.dwg PLOT DATE: 4/20/20 8:33:11 am

Commissioners Court - Regular Session **61.**

Meeting Date: 07/21/2020

Discuss consider and take appropriate action on approval of the preliminary plat for the Coupland Crossing 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 the Coupland Crossing subdivision – Precinct 4

Background

This proposed subdivision consists of 18 lots and no new public roads.

Timeline

2020-05-05 – initial submittal of preliminary plat
2020-06-04 – 1st review complete with comments
2020-07-13 – 2nd submittal of preliminary plat
2020-07-15 – 2nd review complete with comments cleared
2020-07-15 – preliminary plat placed on the July 21, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

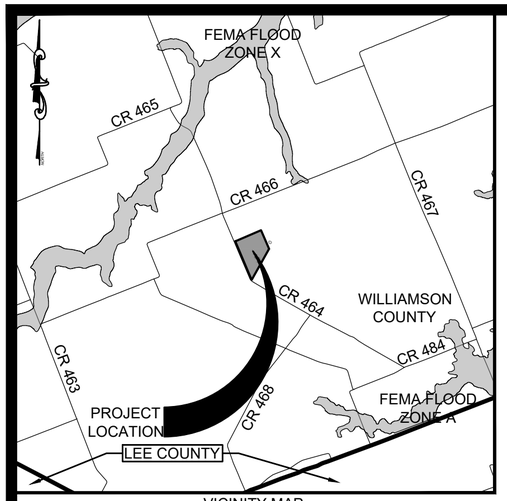
Attachments

preliminary plat - Coupland Crossing

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 12:01 PM
Form Started By: Adam Boatright		Started On: 07/16/2020
Final Approval Date: 07/16/2020		

PRELIMINARY PLAT
OF
COUPLAND CROSSING



VICINITY MAP
SCALE: 1"=5,000'

LEGEND

⊙	IRON ROD SET, CAPPED "4249"
⊙	IRON ROD FOUND
P.U.E.	PUBLIC UTILITY EASEMENT
O.P.R.W.C.	OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY
▨	JOINT ACCESS EASEMENT

OWNER: DIANE R JOHNSON
PREMIER LAND INVESTMENTS
100 E WHITESTONE BLVD, STE 148, #218
CEDAR PARK, TX 78613
PHONE 512.595.1976
EMAIL SEWELL@PREMIERLANDINVESTMENTS.COM

SURVEYOR: BRUCE BRYAN, RPLS
BYRAN TECHNICAL SERVICES, INC.
911 N. MAIN ST
TAYLOR, TX 76574
PHONE 512.352.9090
EMAIL BRUCE@BRYANTECHINCALSERVICES.COM

ENGINEER: JEN HENDERSON, PE
M&S ENGINEERING
FIRM F-1394
102 W. MORROW ST.
GEORGETOWN, TEXAS 78626
PHONE 830.228.5446
EMAIL JHENDERSON@MSENGR.COM

SUBMITTAL DATE: 04/14/20

REVISION DATE: 07/13/20

ORIGINAL SURVEY: THOMAS A. GRAVES SURVEY
ABSTRACT NO. 252

FEMA FLOODPLAIN: THERE IS NO ENCROACHMENT OF THE 100 YEAR FLOOD PLAIN AS SHOWN ON FIRM PANEL 48491C0705F, DATED DECEMBER 20, 2019

NEW STREETS: NO NEW STREETS ARE PLANNED

TOTAL LOTS: 18

TOTAL ACREAGE: 43.71 Acres

BIG SKY VISTAS
2020024090
"40.874 ACRES"
19.01 JOHNSON 40, LP
9-27-2019 DOC.# 2019096528
O.P.R.W.C.

LOT 1 (2.00 ACRES)
LOT 2 (2.00 ACRES)
LOT 3 (2.00 ACRES)
LOT 4 (2.00 ACRES)
LOT 5 (2.00 ACRES)
LOT 6 (2.00 ACRES)
LOT 7 (3.31 ACRES)
LOT 8 (2.00 ACRES)
LOT 9 (2.00 ACRES)
LOT 10 (2.00 ACRES)
LOT 11 (2.00 ACRES)
LOT 12 (3.86 ACRES)
LOT 13 (2.00 ACRES)
BLOCK A
LOT 14 (2.00 ACRES)
LOT 15 (3.56 ACRES) FFE=573.6
LOT 16 (2.96 ACRES) FFE=568.80
LOT 17 (2.54 ACRES) FFE= 564.50'
LOT 18 (2.63 ACRES)

N66° 52' 29"E 69.75'
APPROX. S87°57'54"W 4,359' TO NORTHWEST CORNER OF THOMAS A. GRAVES SURVEY, ABSTRACT NO. 252

23.719 ACRES
COOK, GEORGE H.& PAMELA J
TRS OF GEORGE H COOK LIV TR &
PAMELA J COOK LIV TR
DOC.# 2018009171
O.P.R.W.C.

20'WATER LINE EASEMENT HEREBY DEDICATED TO MANVILLE WATER SUPPLY CORPORATION

N22° 58' 07"W 1,514.70'

13.143 ACRES
HAUCK, MARION &
MARION HAUCK TRUST
DOC.# 2019014053
O.P.R.W.C.

41'-11" ℄ TO PROP

COUNTY ROAD 464

0.890 ACRES 20' WIDE, HEREBY DEDICATED RIGHT-OF-WAY

11.83 ACRES
CAMPBELL, RONALD KEITH JR &
ALEXIS VICTORIA
DOC.# 2016016492
O.P.R.W.C.

15' MWSC EASEMENT (APPROXIMATE) DOC# 2012068979

31'-1" EDGE OF ASPHALT TO PROPERTY LINE

RIGHT-OF-WAY DEED TO WILLIAMSON COUNTY, TEXAS DOC #2012068919 (3.565 ACRES)

50' BUILDING SETBACK

20' P.U.E.

N30° 45' 24"W 67.17'
S30° 45' 24"E 54.36'

"3.565 ACRES"
SWD - DIANE R. JOHNSON TO
WILLIAMSON COUNTY
8-17-2012 DOC.# 2012068919
O.P.R.W.C.

"FIRST TRACT - 146.5 ACRES"
DIANE R. JOHNSON, ET AL
DOC# 2005068614
O.P.R.W.C.

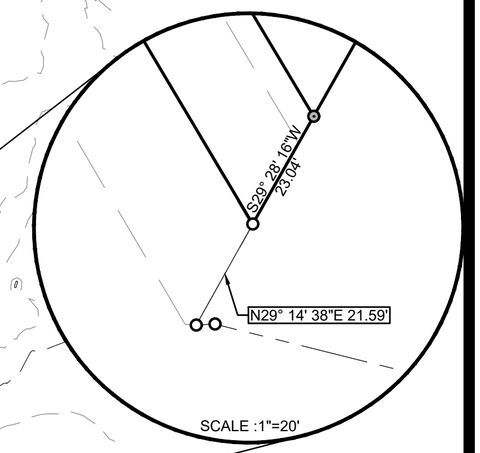
EXISTING BODY OF WATER

EXISTING OVERHEAD ELECTRIC EASEMENT TO BLUEBONNET ELECTRIC COOP (UNRECORDED

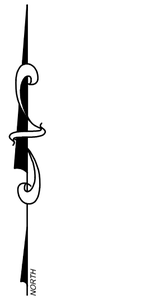
88.402 ACRES
RHONDA SUZANNE DUNLOP
DOC.# 2018075516
O.P.R.W.C.

21.095 ACRES
ALLISON B. SCHULTZ &
JESSE THOMAS SCHULTZ
DOC.# 2018075516
O.P.R.W.C.

DRAINAGE EASEMENT HEREBY DEDICATED
S29° 28' 16"W 1,648.12'
N66° 51' 20"E 89.22'
N88° 37' 13"E 41.62'



SCALE :1"=20'



0 200 400
SCALE: 1"=200'

NOTES:
1. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
2. LOTS 1, 2, 3, 6, 7, 8, 11, 12, 13, 15, AND 16 MAY NOT BE FURTHER SUBDIVIDED.
3. 27,887.33 SF 30' WIDE JOINT USE ACCESS EASEMENT FOR LOTS 1, 2, AND 3.
4. 27,891.31 SF 30' WIDE JOINT USE ACCESS EASEMENT FOR LOTS 6, 7, AND 8.
5. 27,891.31 SF 30' WIDE JOINT USE ACCESS EASEMENT FOR LOTS 11, 12, AND 13.
6. 16,608.21 SF 30' WIDE JOINT USE ACCESS EASEMENT FOR LOTS 14, 15, AND 16.

M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP
TEXAS PROFESSIONAL ENGINEERING FIRM # F-1394
WWW.MSENGR.COM | (830) 228-5446

Date: Jul 13, 2020, 3:22pm User ID: jsomera
File: T:\Active Projects\2020\81 Georgetown General Civil\8120PRELI.001 - Big Sky Vistas Phase 2\dwg\Sheets\Preliminary Plat\8120PRELI.001-PP.dwg

Commissioners Court - Regular Session **62.**

Meeting Date: 07/21/2020

Discuss consider and take appropriate action on approval of the final plat for the Highlands at Mayfield Ranch Section 14 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 Highlands at Mayfield Ranch Section 14 subdivision – Precinct 3.

Background

This is the next section of the Highlands at Mayfield Ranch development. It consists of 55 single family lots, 2 landscape lots, 1 drainage lot and 2,512 feet of new public roads. Roadway and drainage construction is not yet complete, but a financial security in the amount of $29,592.17 has been posted with the County to cover the cost of the remaining construction.

Timeline

2018-10-19 – initial submittal of final plat
2018-12-18 – 1st review complete with comments
2019-01-08 – 2nd submittal of final plat
2019-01-11 – 2nd review complete with comments clear except for completing construction
2020-06-30 – receipt of a financial security for the remaining construction
2020-07-15 – receipt of final plat received with all signatures
2020-07-16 – final plat placed on the July 21, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Highlands at Mayfield Ranch Ph 14

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 12:01 PM
Form Started By: Adam Boatright		Started On: 07/16/2020
Final Approval Date: 07/16/2020		

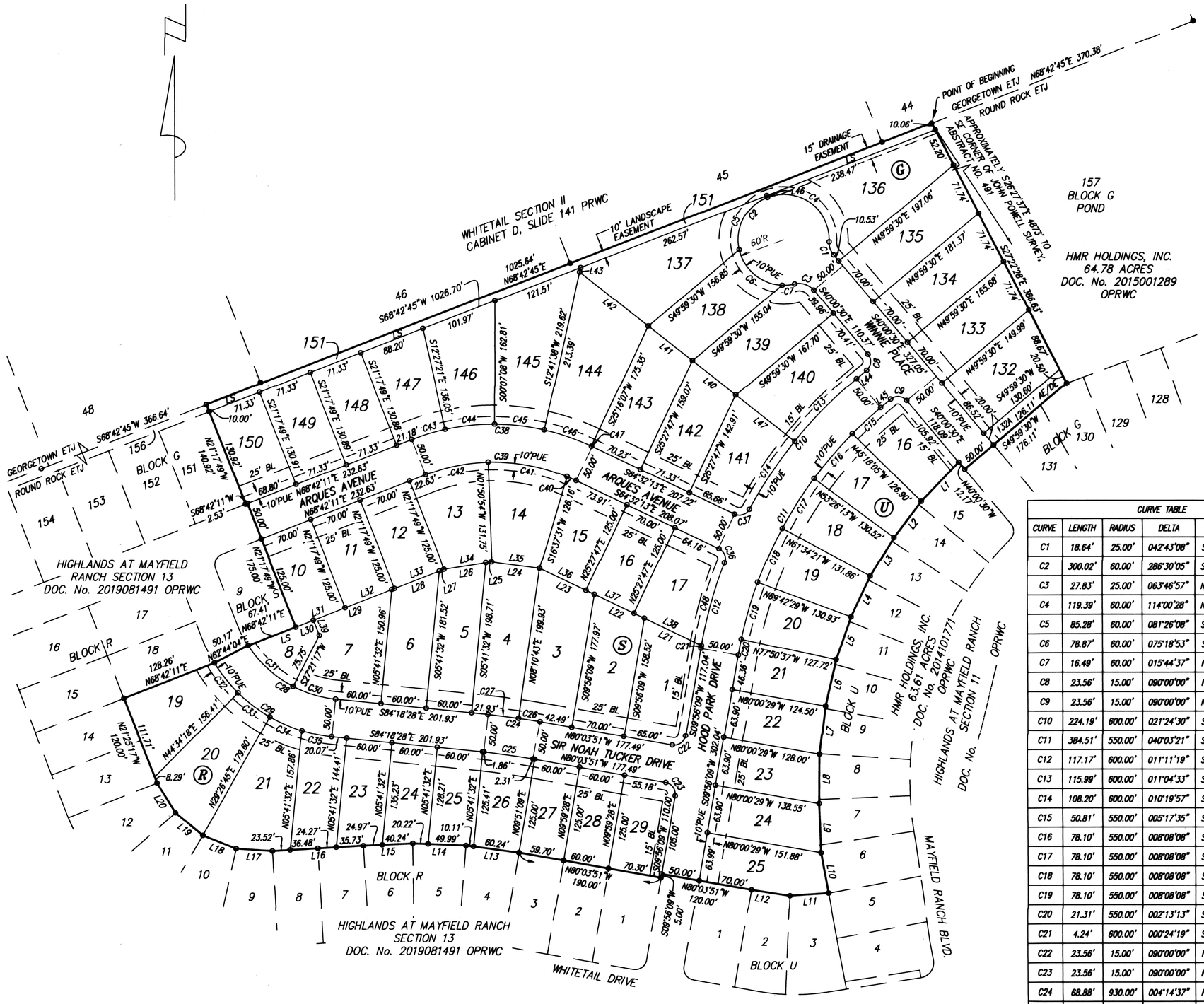
FINAL PLAT OF

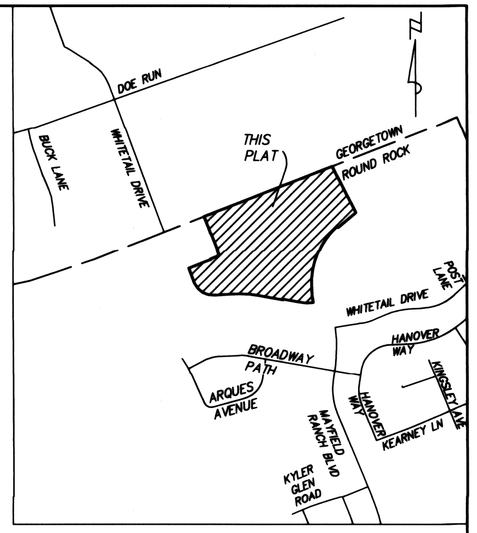
HIGHLANDS AT MAYFIELD RANCH SECTION 14

WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'

0 100' 200' 300' 400'





LOCATION MAP
NOT TO SCALE

LEGEND:

- ○ = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
- ● = FOUND 1/2" IRON ROD
- BL = BUILDING SETBACK LINE
- PUE = PUBLIC UTILITY EASEMENT
- PRWC = PLAT RECORDS OF WILLIAMSON COUNTY
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- LS = LANDSCAPE
- (Q) = BLOCK NAME
- ETJ = EXTRA TERRITORIAL JURISDICTION
- DE = DRAINAGE EASEMENT
- AE = ACCESS EASEMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S43°45'46"W	71.78'
L2	S37°10'28"W	59.88'
L3	S31°12'16"W	59.43'
L4	S25°15'32"W	59.40'
L5	S19°17'47"W	59.77'
L6	S13°09'22"W	62.94'
L7	S06°48'15"W	64.00'
L8	S00°33'40"W	64.77'
L9	S01°50'56"E	65.29'
L10	S10°25'19"E	53.79'
L11	S86°05'12"W	50.96'
L12	N81°25'26"W	51.13'
L13	N82°32'55"W	70.36'
L14	N87°52'51"W	70.21'
L15	S87°27'20"W	65.21'
L16	S86°40'33"W	120.00'
L17	N86°22'06"W	48.02'
L18	N68°18'36"W	46.97'
L19	N50°17'43"W	46.97'
L20	N31°42'40"W	45.83'
L21	N64°32'13"W	83.05'
L22	N64°32'13"W	72.65'
L23	N64°32'13"W	80.07'
L24	N82°44'48"W	63.77'
L25	S80°58'45"W	7.45'
L26	S80°58'45"W	56.01'
L27	S68°42'11"W	6.54'
L28	S68°42'11"W	67.33'
L29	S68°42'11"W	111.13'
L30	S68°42'11"W	25.00'
L31	N68°42'11"E	70.00'
L32	N68°42'11"E	70.00'
L33	N68°42'11"E	70.00'
L34	N80°58'45"E	63.46'
L35	S82°44'48"E	63.77'
L36	S64°32'13"E	67.59'
L37	S64°32'13"E	70.00'
L38	S64°32'13"E	98.17'
L39	S21°17'49"E	21.53'
L40	N51°46'16"W	73.14'
L41	N51°46'16"W	73.66'
L42	N51°46'16"W	114.69'
L43	N12°41'38"E	6.23'
L44	N49°59'30"E	17.32'
L45	N49°59'30"E	17.32'
L46	N21°17'49"W	2.59'
L47	N51°46'16"W	98.65'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
C1	18.64'	25.00'	042°43'08"	S18°38'56"E	18.21'
C2	300.02'	60.00'	286°30'05"	S39°27'36"W	71.80'
C3	27.83'	25.00'	063°46'57"	N71°53'58"W	26.42'
C4	119.39'	60.00'	114°00'28"	N54°17'36"W	100.64'
C5	85.28'	60.00'	081°26'08"	S27°59'07"W	78.28'
C6	78.87'	60.00'	075°18'53"	S50°23'24"E	73.31'
C7	16.49'	60.00'	015°44'37"	N84°04'52"E	16.43'
C8	23.56'	15.00'	090°00'00"	N04°59'30"E	21.21'
C9	23.56'	15.00'	090°00'00"	N85°00'30"W	21.21'
C10	224.19'	600.00'	021°24'30"	S39°17'15"W	222.89'
C11	384.51'	550.00'	040°03'21"	S29°57'50"W	376.73'
C12	117.17'	600.00'	011°11'19"	S15°31'49"W	116.98'
C13	115.99'	600.00'	011°04'33"	S44°27'14"W	115.81'
C14	108.20'	600.00'	010°19'57"	S33°44'58"W	108.06'
C15	50.81'	550.00'	005°17'35"	S47°20'42"W	50.79'
C16	78.10'	550.00'	008°08'08"	S40°37'51"W	78.03'
C17	78.10'	550.00'	008°08'08"	S32°29'43"W	78.03'
C18	78.10'	550.00'	008°08'08"	S24°21'35"W	78.03'
C19	78.10'	550.00'	008°08'08"	S16°13'27"W	78.03'
C20	21.31'	550.00'	002°13'13"	S11°02'46"W	21.31'
C21	4.24'	600.00'	000°24'19"	S10°08'19"W	4.24'
C22	23.56'	15.00'	090°00'00"	N54°56'09"E	21.21'
C23	23.56'	15.00'	090°00'00"	N35°03'51"W	21.21'
C24	68.88'	930.00'	004°14'37"	N82°11'09"W	68.87'
C25	65.18'	880.00'	004°14'37"	N82°11'09"W	65.16'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
C26	28.53'	930.00'	001°45'27"	N80°56'34"W	28.52'
C27	40.36'	930.00'	002°29'11"	N83°03'53"W	40.35'
C28	139.43'	155.00'	051°32'23"	S58°32'16"E	134.77'
C29	189.22'	205.00'	052°53'05"	S57°51'56"E	182.57'
C30	58.60'	155.00'	021°39'45"	S73°28'36"E	58.25'
C31	80.83'	155.00'	029°52'38"	S47°42'24"E	79.91'
C32	50.11'	205.00'	014°00'19"	S38°25'33"E	49.99'
C33	52.60'	205.00'	014°42'08"	S52°46'46"E	52.46'
C34	46.32'	205.00'	012°56'44"	S66°36'12"E	46.22'
C35	40.19'	205.00'	011°13'54"	S78°41'31"E	40.12'
C36	22.43'	15.00'	085°39'42"	N21°42'23"W	20.40'
C37	22.75'	15.00'	086°52'47"	N72°01'23"E	20.63'
C38	244.83'	300.00'	046°45'36"	N87°55'01"W	238.10'
C39	204.03'	250.00'	046°45'36"	N87°55'01"W	198.41'
C40	13.07'	250.00'	002°59'45"	N66°02'06"W	13.07'
C41	106.10'	250.00'	024°18'56"	N79°41'26"W	105.30'
C42	84.86'	250.00'	019°26'55"	S78°25'38"W	84.45'
C43	46.29'	300.00'	008°50'28"	S73°07'25"W	46.25'
C44	65.84'	300.00'	012°34'29"	S83°49'53"W	65.71'
C45	65.84'	300.00'	012°34'29"	N83°35'37"W	65.71'
C46	65.84'	300.00'	012°34'29"	N71°01'08"W	65.71'
C47	1.02'	300.00'	000°11'39"	N64°38'03"W	1.02'
C48	112.92'	600.00'	010°47'00"	S15°43'58"W	112.76'

NEW STREETS:

NAME	LENGTH	DESIGN SPEED (MPH)
WINNIE PLACE	397'	25
ARQUES AVENUE	703'	25
SIR NOAH TUCKER DRIVE	651'	25
HOOD PARK DRIVE	761'	25
TOTAL	2512'	

SITE DATA:

TOTAL AREA: 16.913 ACRES
55 SINGLE FAMILY LOTS
2 LANDSCAPE LOTS
1 ACCESS & DRAINAGE LOT

PROPERTY OWNER:

HMR HOLDINGS, INC.
BLAKE, J. MAGEE, PRESIDENT
1011 NORTH LAMAR BOULEVARD
AUSTIN, TEXAS 78703

SURVEY: JOHN POWELL SURVEY, ABSTRACT NO. 491

DATE: OCTOBER 8, 2018 SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-10015400

FINAL PLAT OF

HIGHLANDS AT MAYFIELD RANCH SECTION 14

WILLIAMSON COUNTY, TEXAS

THAT PART OF THE JOHN POWELL SURVEY, ABSTRACT NO. 491, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 63.61 ACRE TRACT OF LAND CONVEYED TO HMR HOLDINGS, INC. BY DEED RECORDED IN DOCUMENT NO. 2014101771 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND PART OF THAT 64.78 ACRE TRACT OF LAND CONVEYED TO HMR HOLDINGS, INC. BY DEED RECORDED IN DOCUMENT NO. 2015001289 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 1/2" IRON ROD SET AT THE COMMON NORTH CORNER OF THE ABOVE REFERENCED 63.61 ACRE TRACT AND THE 64.78 ACRE TRACT, SAME BEING ON THE SOUTH LINE OF WHITETAIL SECTION II, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET D, SLIDE 141 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM WHICH A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF LOT 44 OF SAID WHITETAIL SECTION II BEARS N68°42'45"E A DISTANCE OF 370.38 FEET, FROM WHICH POINT THE SOUTHEAST CORNER OF THE JOHN POWELL SURVEY, ABSTRACT NO. 491 BEARS S26°27'37"E AN APPROXIMATE DISTANCE OF 4873 FEET;

THENCE ACROSS SAID 63.61 ACRE AND SAID 64.78 ACRE TRACTS, THE FOLLOWING THIRTY-THREE COURSES:

1. S27°22'28"E A DISTANCE OF 386.63 FEET TO A 1/2" IRON ROD SET;
2. S49°59'30"W A DISTANCE OF 176.11 FEET TO A 1/2" IRON ROD SET;
3. N40°00'30"W A DISTANCE OF 12.17 FEET TO A 1/2" IRON ROD SET;
4. S43°45'46"W A DISTANCE OF 71.78 FEET TO A 1/2" IRON ROD SET;
5. S37°10'28"W A DISTANCE OF 59.88 FEET TO A 1/2" IRON ROD SET;
6. S31°12'16"W A DISTANCE OF 59.43 FEET TO A 1/2" IRON ROD SET;
7. S25°15'32"W A DISTANCE OF 59.40 FEET TO A 1/2" IRON ROD SET;
8. S19°17'47"W A DISTANCE OF 59.77 FEET TO A 1/2" IRON ROD SET;
9. S13°09'22"W A DISTANCE OF 62.94 FEET TO A 1/2" IRON ROD SET;
10. S06°48'15"W A DISTANCE OF 64.00 FEET TO A 1/2" IRON ROD SET;
11. S00°33'40"W A DISTANCE OF 64.77 FEET TO A 1/2" IRON ROD SET;
12. S01°50'56"E A DISTANCE OF 65.29 FEET TO A 1/2" IRON ROD SET;
13. S10°25'19"E A DISTANCE OF 53.79 FEET TO A 1/2" IRON ROD SET;
14. S86°05'12"W A DISTANCE OF 50.96 FEET TO A 1/2" IRON ROD SET;
15. N81°25'26"W A DISTANCE OF 51.13 FEET TO A 1/2" IRON ROD SET;
16. N80°03'51"W A DISTANCE OF 120.00 FEET TO A 1/2" IRON ROD SET;
17. S09°56'09"W A DISTANCE OF 5.00 FEET TO A 1/2" IRON ROD SET;
18. N80°03'51"W A DISTANCE OF 190.00 FEET TO A 1/2" IRON ROD SET;
19. N82°32'55"W A DISTANCE OF 70.36 FEET TO A 1/2" IRON ROD SET;
20. N87°52'51"W A DISTANCE OF 70.21 FEET TO A 1/2" IRON ROD SET;
21. S87°27'20"W A DISTANCE OF 65.21 FEET TO A 1/2" IRON ROD SET;
22. S86°40'33"W A DISTANCE OF 120.00 FEET TO A 1/2" IRON ROD SET;
23. N86°22'06"W A DISTANCE OF 48.02 FEET TO A 1/2" IRON ROD SET;
24. N68°18'36"W A DISTANCE OF 46.97 FEET TO A 1/2" IRON ROD SET;
25. N50°17'43"W A DISTANCE OF 46.97 FEET TO A 1/2" IRON ROD SET;
26. N31°42'40"W A DISTANCE OF 45.83 FEET TO A 1/2" IRON ROD SET;
27. N21°25'17"W A DISTANCE OF 120.00 FEET TO A 1/2" IRON ROD SET;
28. N68°42'11"E A DISTANCE OF 128.26 FEET TO A 1/2" IRON ROD SET;
29. N62°44'04"E A DISTANCE OF 50.17 FEET TO A 1/2" IRON ROD SET;
30. N68°42'11"E A DISTANCE OF 67.41 FEET TO A 1/2" IRON ROD SET;
31. N21°17'49"W A DISTANCE OF 175.00 FEET TO A 1/2" IRON ROD SET;
32. S68°42'11"W A DISTANCE OF 2.53 FEET TO A 1/2" IRON ROD SET;
33. N21°17'49"W A DISTANCE OF 140.92 FEET TO A 1/2" IRON ROD SET ON SAID SOUTH LINE OF WHITETAIL SECTION II.

THENCE ALONG SAID SOUTH LINE OF WHITETAIL SECTION II, N68°42'45"E A DISTANCE OF 1025.64 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 16.913 ACRES, MORE OR LESS.
ALL IRON RODS SET HAVE "RJ SURVEYING" CAPS.
BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).

NOTES:

1. LOT 151, BLOCK G AND LOT 8, BLOCK S ARE FOR LANDSCAPE PURPOSES AND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR M. U. D.. NO SINGLE FAMILY DWELLINGS ARE PERMITTED ON THESE LOTS.
2. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
3. THE MINIMUM LOWEST FLOOD ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE OF THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BASE FLOOD ELEVATION (BFE), WHICHEVER IS HIGHER.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
6. NO STRUCTURE OR LAND WITHIN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
7. SIDEWALKS WILL BE MAINTAINED BY THE ADJACENT HOME OWNER.
8. BEARING BASIS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
9. ALL EASEMENTS AND RIGHT-OF-WAYS ARE FREE OF LIENS.
10. A 10' LANDSCAPE EASEMENT IS HEREBY DEDICATED BY THIS PLAT ALONG THE NORTH SIDE OF BLOCK G AS SHOWN HEREON.
11. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
12. 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.
13. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

THAT HMR HOLDINGS, INC., A TEXAS CORPORATION, SOLE OWNER OF THAT CERTAIN 63.61 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2014101771 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SOLE OWNER OF THAT CERTAIN 64.78 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2015001289 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "HIGHLANDS AT MAYFIELD RANCH SECTION 14".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 20th DAY OF May, 2020.

HMR HOLDINGS, INC., A TEXAS CORPORATION

BY: _____

BLAKE J. MAGEE, PRESIDENT
HMR HOLDINGS, INC.
1011 NORTH LAMAR BOULEVARD
AUSTIN, TEXAS 78703

THE STATE OF TEXAS

COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED BLAKE J. MAGEE, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 20th DAY OF May, 2020 A.D.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Karen R. Ayers

MY COMMISSION EXPIRES: 5-15-22

KAREN R AYERS
My Notary ID # 129821095
Expires May 15, 2022

SURVEYOR'S CERTIFICATION

I, STEPHEN R. LAWRENCE, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT. THE FIELD NOTES HEREON MATHEMATICALLY CLOSE.

_____ 5/14/2020
STEPHEN R. LAWRENCE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6352
STATE OF TEXAS

STATE OF TEXAS REGISTERED STEPHEN R. LAWRENCE 6352 PROFESSIONAL LAND SURVEYOR

ENGINEER'S CERTIFICATION

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 48491C0480F EFFECTIVE DATE DECEMBER 20, 2019 AND PANEL NUMBER 48491C0460F EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

I, ISRAEL RAMIREZ, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS.

THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

_____ 5.18.2020
ISRAEL RAMIREZ DATE
LICENSED PROFESSIONAL ENGINEER NO. 114495
STATE OF TEXAS

STATE OF TEXAS ISRAEL RAMIREZ 114495 LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS

COUNTY OF Williamson

KNOW ALL MEN BY THESE PRESENTS THAT R BANK, A TEXAS STATE BANK, THE LIEN HOLDER OF THAT CERTAIN TRACT OF LAND RECORDED IN DOCUMENT No. 2014101771 AND DOCUMENT No. 2015001289 BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF 16.913 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DOES HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC USE FOREVER THE STREETS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

R BANK, A TEXAS STATE BANK

BY: _____

PRINTED NAME: J. Hollis Bone

TITLE: Executive Vice President

THE STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME ON THIS DAY PERSONALLY APPEARED J. Hollis Bone, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 2 DAY OF July, 2020 A.D.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Lisa A. Smith

MY COMMISSION EXPIRES: 10-15-2023

LISA A. SMITH
Notary Public, State of Texas
Comm. Expires 10-15-2023
Notary ID 12404412-2

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 19th DAY OF May, 2020 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 OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

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

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, 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 DOCUMENT NO. _____.

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: OCTOBER 8, 2018

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817
F-10015400

S:\CIVIL 3D 2701-2750\2734\Drawing\2734-PLAT.dwg

Commissioners Court - Regular Session **63.**

Meeting Date: 07/21/2020

Discuss consider and take appropriate action on approval of the replat for Lot 20 Bear Creek Ranch Unit 4 subdivision – Pct 2

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 replat for Lot 20, Bear Creek Ranch Unit 4 subdivision – Precinct 2.

Background

This subdivision consists of 2 lots and no new public roads. The purpose of this replat is to subdivide the single existing lot into 2 newly configured lots.

Timeline

2019-12-04 – initial submittal of replat
2019-12-20 – 1st review complete with comments
2020-01-15 – 2nd submittal of replat
2020-01-29 – 2nd review complete with comments
2020-01-30 – 3rd submittal of replat
2020-02-06 – 3rd review complete with comments
2020-03-23 – 4th submittal of replat
2020-03-26 – 4th review complete with comments
2020-06-25 – 5th submittal of replat
2020-07-01 – 5th review complete with comments
2020-07-01 – 6th submittal of replat with comments clear
2020-07-09 – receipt of plat with all signatures
2020-07-16 – replat placed on the July 21, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

replat - Lot 20 Bear Creek Ranch Unit 4

Form Review

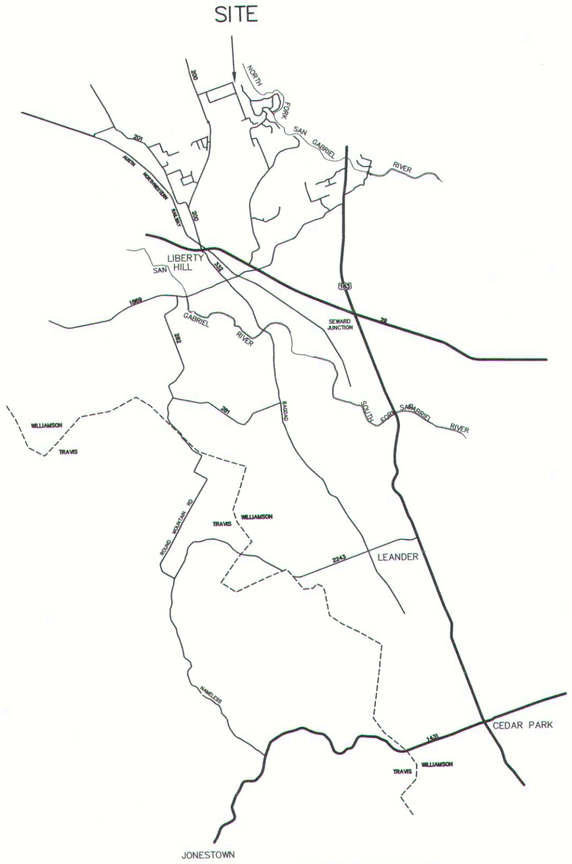
Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 12:01 PM

Form Started By: Adam Boatright Started On: 07/16/2020
Final Approval Date: 07/16/2020

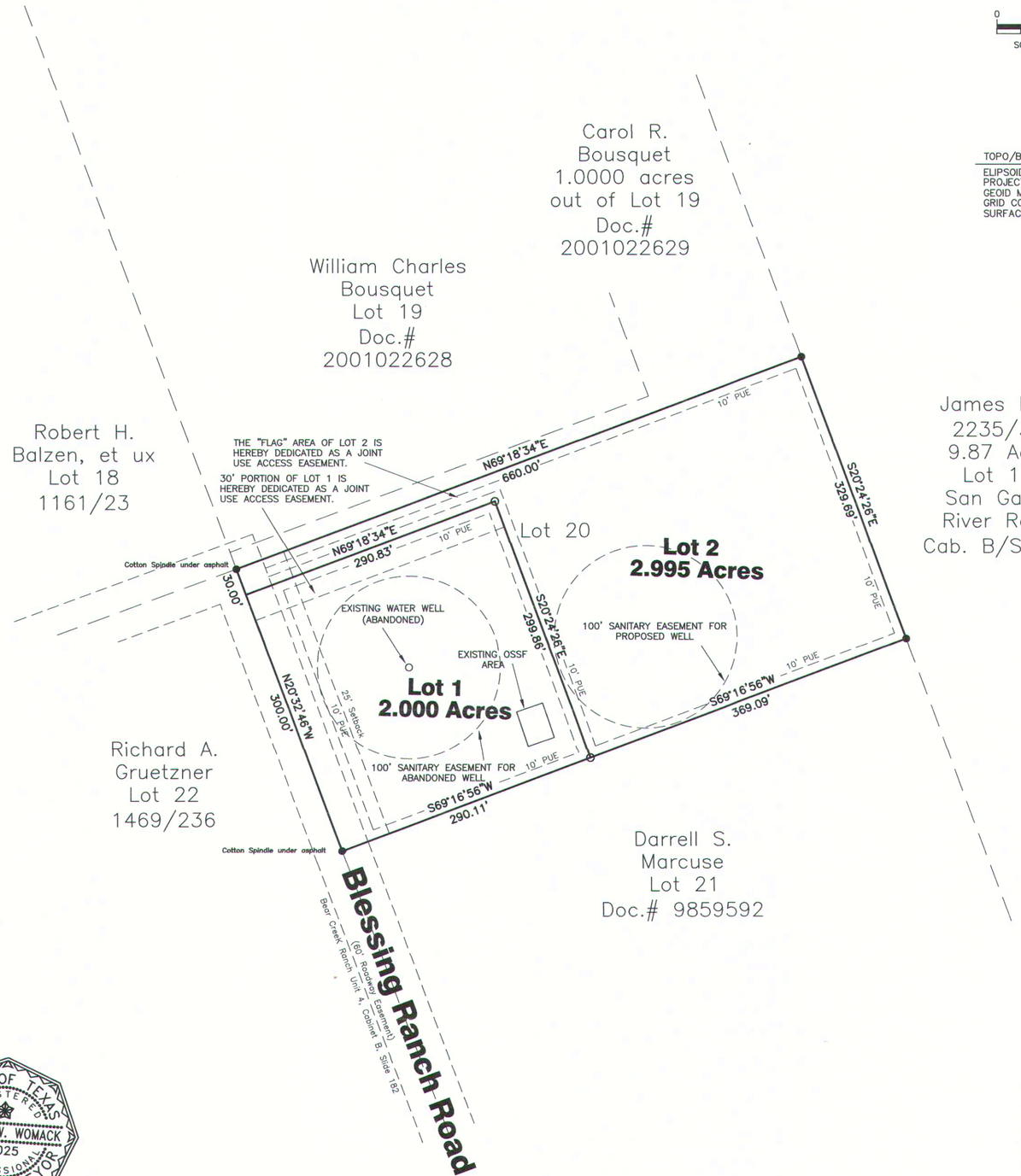
Replat of Lot 20, Bear Creek Ranch Unit 4

A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS

4.995 ACRES OF LAND BEING LOT 20, BEAR CREEK RANCH UNIT 4, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, RECORDED IN CABINET B, SLIDE 182 IN THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.



LOCATION MAP
(N.T.S.)



0 50 100
SCALE 1"=100'

LEGEND
- ● IRON ROD FOUND
- ○ IRON ROD SET

TOPO/BEARING/COORDINATE BASIS
ELIPSOID: WGS 1984/GRS 1980
PROJECTION: TEXAS CENTRAL NAD83 NAVD88
GEOID MODEL: GEOID 12B
GRID COORDINATES ILLUSTRATED
SURFACE FACTOR = 1.00012

NO LOT IN THIS SUBDIVISION IS ENROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP). COMMUNITY PANEL No. 48491C0250E EFFECTIVE DATE, SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.

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

I, STEVEN W. WOMACK, A REGISTERED PROFESSIONAL LAND SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH SECTION 232.001, LOCAL GOVERNMENT CODE OF TEXAS, THAT THE FIELD NOTES SHOWN HEREON CLOSE AND THAT ALL EXISTING EASEMENTS OF RECORD ARE SHOWN ON THIS PLAT.

01 July 2020

STEVEN W. WOMACK
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5025

DATE

STATE OF TEXAS
REGISTERED
STEVEN W. WOMACK
5025
PROFESSIONAL
LAND SURVEYOR

STREET L.F.= 0
LOTS= 2
TOTAL ACREAGE= 4.995

OWNER:
Jose Adame
305 River Road
LIBERTY HILL, TX 78642
PH. 512-914-8311
Email: adamelily@yahoo.com

SURVEYOR:
STEVE WOMACK
10703 SIERRA OAKS
AUSTIN, TEXAS 78759
PHONE: (512) 638-0220

Texas Society of Professional Surveyors
MEMBER

Steven Warner Womack, RPLS, PLS, NCEES
National Council of Examiners for Engineering and Surveying #1928
Texas Registered Professional Land Surveyor #5025
North Carolina Professional Land Surveyor # L-5043
E-Mail: SWRPLS@gmail.com Phone/Text: (512) 638-0220

Replat of Lot 20, Bear Creek Ranch Unit 4
A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS

SCALE: 1"= 100'	DATE: 11/12/19
REVISED:	DISK:
DRAWN BY: C.P.	
FILE NAME: 19-044	
APPROVED BY: S.W.	
PROJECT NO.: 19-044	

FIELD NOTES

4.995 ACRES OF LAND BEING LOT 20, BEAR CREEK RANCH UNIT 4, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS AS RECORDED IN CABINET B, SLIDE 182 IN THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

BEGINNING at an iron rod found at the southeast corner of Lot 19, being also on the westerly line of Lot 172, San Gabriel River Ranch, Cabinet B, Slide 84, for the northeast corner and Point of Beginning of the herein described tract;

Thence S 20 deg 24 min 26 sec E 329.69 feet to an iron rod found at the northeast corner of Lot 21, for the southeast corner of the herein described tract;

Thence S 69 deg 16 min 56 sec W 659.20 feet to a Cotton Spindle under asphalt in the center of Blessing Ranch Road, for the southwest corner of the herein described tract;

Thence N 20 deg 32 min 46 sec W 330.00 feet to a Cotton Spindle under asphalt at the southwest corner of the said Lot 19, for the northwest corner of the herein described tract;

Thence N 69 deg 18 min 34 sec E 660.00 feet to Point of Beginning, and containing 4.995 Acres of land, more of less.

GENERAL NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED A WATER SYSTEM AND AN APPROVED WASTEWATER SYSTEM.
2. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH STATE HEALTH DEPARTMENT PLANS AND SPECIFICATIONS.
3. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES OR LANDSCAPING, SHALL BE PERMITTED WITHIN ANY DRAINAGE EASEMENTS SHOWN HEREON, EXCEPT AS APPROVED BY WILLIAMSON COUNTY.
4. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
5. PROPERTY OWNER AND HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
6. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT. 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.
7. THIS REPLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF BEAR CREEK RANCH UNIT 4, AS RECORDED IN CABINET B, SLIDE 182 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY. TEXAS.
8. WATER SERVICE FOR LOT 1 IS PROVIDED BY GEORGETOWN WSC, LOT 2 WILL BE PROVIDED BY PRIVATE WELL. THERE IS AN EXISTING (ABANDONED) WATER WELL ON LOT 1.
9. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ONSITE SEWAGE FACILITIES.
10. OSSF MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR SANITARIAN.
11. EXISTING SLOPES ARE 0% – 15%.
12. THERE ARE NO DRAINWAYS OR WATERCOURSES ON THIS PROPERTY.
13. THE PROPERTY HAS POSITIVE DRAINAGE.
14. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH A TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
15. THE "FLAG" AREA OF LOTS 2 AND 3 IS HEREBY DEDICATED AS A JOINT USE ACCESS EASEMENT.
16. THE USE OF CONCRETE "DIP TYPE" DRIVEWAYS IS ENCOURAGED. THE MAXIMUM GRADE BREAK AT THE VERTICAL LOW POINT OF INTERSECTION SHALL BE 15% (9" RISE OR FALL IN 10 FEET). CONCRETE WILL BE 3000PSI WITH A MINIMUM THICKNESS OF FOUR INCHES. MINIMUM REINFORCEMENT SHALL BE #3 AT 18" OCEW. AS AN ALTERNATIVE, A DRIVEWAY DRAINPIPE WITH A MINIMUM SIZE OF 18" ROUND OR 21"X15" ELLIPTICAL AND A MINIMUM LENGTH OF 22 FT. WILL BE ACCEPTABLE. DRIVEWAY DRAINAGE SHALL BE CERTIFIED BY A PROFESSIONAL ENGINEER. CERTIFICATION OF A REGISTERED PROFESSIONAL ENGINEER AS TO THE SIZE OF THE DRIVEWAY DRAINAGE PIPES FOR EACH LOT/DRIVEWAY IN A SUBDIVISION SHALL BE SHOWN ON THE PLAT. SIZE (18" MIN) (12" PER GTCSS), LENGTH (22' MIN) AND INVERT ELEVATIONS OF DRIVEWAY CULVERTS MUST BE SHOWN FOR EACH LOT IN A TABLE ON THE PLAT AND IN ALL DEED RESTRICTIONS. LARGER OR LONGER DRAINPIPES SHALL BE INSTALLED IF NECESSARY, TO HANDLE DRAINAGE BASED UPON A 25-YEAR FLOW FREQUENCY. USE OF "DIP TYPE" DRIVEWAYS ARE PERMITTED AS LONG AS THE GRADE BREAKS ARE LESS THAN 15%. CULVERTS SHALL INCLUDE A SAFETY END TREATMENT.
17. 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.
18. IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
19. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
20. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
21. 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.

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

THAT I, JOSE ADAME, BEING THE SOLE OWNER OF THE 4.995 ACRE LOT 20, BEAR CREEK RANCH UNIT 4 AS RECORDED IN CABINET B, SLIDE 182 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 20 BEING CONVEYED TO ME, AND RECORDED IN DOCUMENT NO. 2019067106 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID TRACT OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS "REPLAT OF LOT 20, BEAR CREEK RANCH UNIT 4", AND DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ALL EASEMENTS, STREETS AND ROADS THAT ARE SHOWN HEREON, SUBJECT TO ANY EASEMENTS, AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED. 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 ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

WITNESS MY HAND THIS THE 7 DAY OF July, 20 20 A.D.

BY: Jose Adame
JOSE ADAME

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOSE ADAME, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL THIS THE 7 DAY OF July 20 20 A.D.

Monica Corley
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

NOTARY PUBLIC STATE OF TEXAS
MONICA CORLEY
Notary Public
State of Texas
ID # 124901410
My Comm. Expires 04-22-2024

Monica Corley MY COMMISSION EXPIRES ON 4.22.24
PRINTED NAME OF NOTARY

WITNESS MY HAND THIS THE 7 DAY OF July, 20 20 A.D.

OSSF

Based upon the representations of the Engineer or Surveyor whose seal is affixed hereto, and after review of the plat as represented by the said Engineer or Surveyor, I find that this plat complies with the 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 disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated within it.

Adam D. Boatright 07/16/2020
J. Terron Evertson, PE, DR, CFM Date
County Engineer
Adam D. Boatright
For J. Terron Evertson

Addressing

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 8th DAY OF July, 20 20 A.D.

Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR

THE STATE OF TEXAS
THE 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 WRITTEN FIELD NOTES SHOWN HEREON, AND THE SURVEYOR'S CERTIFICATE APPEARING HEREON, KNOWN AS "REPLAT OF LOT 20, BEAR CREEK RANCH UNIT 4", HAVING BEEN DULY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY SAID COURT WAS DULY CONSIDERED, WAS ON THIS DAY APPROVED, AND SAID 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

THE STATE OF TEXAS
THE COUNTY OF WILLIAMSON
KNOW ALL MEN BY THESE PRESENTS

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT, WITHIN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF 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 WAS DULY RECORDED ON THIS THE _____ DAY OF _____, 20 _____ A.D., AT _____ O'CLOCK _____ M., IN THE PLAT RECORDS OF SAID COUNTY IN DOCUMENT NUMBER _____.
WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE LAST DATE WRITTEN ABOVE.

BY: _____
NANCY E. RISTER
CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS

Steven Warner Womack, RPLS, PLS, NCEES
National Council of Examiners for Engineering and Surveying #1928
Texas Registered Professional Land Surveyor #5025
North Carolina Professional Land Surveyor # L-5043
E-Mail: SWRPLS@Gmail.com Phone/Text: (512) 638-0220

Replat of Lot 20, Bear Creek Ranch Unit 4
A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS

SCALE: 1"= 100' DATE: 11/12/19
REVISED: DISK:
DRAWN BY: C.P.
FILE NAME: 19-044
APPROVED BY: S.W.
PROJECT NO.: 19-044

Commissioners Court - Regular Session **64.**

Meeting Date: 07/21/2020

Discuss consider and take appropriate action on approval of the preliminary plat for the Santa Rita Ranch Phase 2A 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 preliminary plat for the Santa Rita Ranch Phase 2A subdivision – Precinct 3.

Background

This proposed subdivision consists of 393 single family lots, 2 commercial lots, 7 drainage/water quality/public utility/open space lots, 6 open space/public utility lots, 1 open space lot, 1 landscape lot and 22,394 feet of new public roads.

Timeline
2019-10-11 – initial submittal of preliminary plat
2019-11-08 – 1st review complete with comments
2020-02-05 – 2nd submittal of preliminary plat
2020-02-20 – 2nd review complete with comments
2020-03-19 – 3rd submittal of preliminary plat
2020-04-03 – 3rd review complete with comments
2020-04-29 – 4th submittal of preliminary plat
2020-05-14 – 4th review complete with comments
2020-07-13 – 5th submittal of preliminary plat
2020-07-14 – 5th review complete with minor comments
2020-07-15 – 6th submittal of preliminary plat
2020-07-15 – 6th review complete with comments cleared
2020-07-16 – preliminary plat placed on the July 21, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat - Santa Rita Ranch Phase 2A

Form Review

Inbox	Reviewed By	Date

County Judge Exec Asst.	Andrea Schiele	07/16/2020 12:01 PM
Form Started By: Adam Boatright		Started On: 07/16/2020
Final Approval Date: 07/16/2020		

LEGEND

17	LOT NUMBER
(A)	BLOCK NUMBER
	BUILDING SETBACK LINE
	EASEMENT LINE
	BOUNDARY LINE
	FEMA ZONE A (100YR FLOODPLAIN)
	100YR DEVELOPED FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK

0 300' 600'

SCALE: 1" = 300'

DATE: OCTOBER 11, 2019

OWNER:
SANTA RITA KC, LLC.
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

DEVELOPER:
SANTA RITA KC, LLC.
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone
(512) 280-5165 fax

TOTAL ACREAGE: 251.988 ACRES
SURVEY: B. MANLOVE SURVEY, ABSTRACT NO. 417

TOTAL OF LOTS:	410
NO. OF SINGLE FAMILY LOTS:	393
NO. OF COMMERCIAL LOTS:	2
NO. DE, WQE, PUE, & OS LOTS:	7
NO. OF OS & PUE LOTS:	6
NO. OF OS LOTS:	1
NO. OF LSE LOTS:	1
NO OF BLOCKS:	14

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

DRAINAGE AND FLOODPLAIN:

4. THE 100 YEAR DEVELOPED FLOODPLAIN SHOWN ON THE PRELIMINARY PLAT WAS DETERMINED BY A STUDY PREPARED BY CARLSON, BRIGANCE, & DOERING, INC., DATED MARCH 11, 2020. THE FEMA 100 YEAR FLOODPLAIN (ZONE A) SHOWN ON THE PRELIMINARY PLAT WAS TAKEN FROM FEMA FLOODPLAIN MAP 48491C0275E, DATED SEPTEMBER 26, 2008.

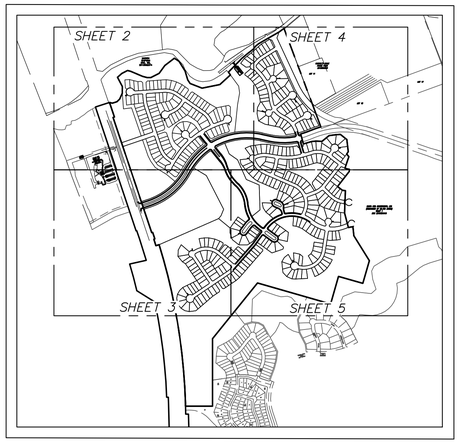
WATER AND WASTEWATER:

1. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19/GEORGETOWN UTILITY SYSTEMS
2. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19/CITY OF LIBERTY HILL
3. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT OF WAY:

1. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
2. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.

SHEET INDEX



Line Table		
Line #	Length	Direction
L6	94.326	S24° 18' 19.56"W
L5	55.883	S45° 52' 17.24"W
L1	20.000	S71° 30' 06.37"W
L2	226.660	S18° 29' 46.63"E
L3	42.620	N77° 33' 52.91"W
L4	71.253	S72° 32' 50.63"W
L7	98.585	S01° 16' 56.96"W
L8	155.381	S27° 51' 57.88"E
L9	85.727	S48° 21' 36.64"W
L10	95.088	S61° 39' 22.05"W
L11	49.555	N75° 32' 02.90"W
L12	191.003	N66° 39' 21.91"W
L13	67.571	N75° 46' 43.01"W
L14	57.294	S89° 59' 24.00"W
L15	136.708	S63° 19' 50.65"W
L16	143.813	S36° 03' 32.53"W
L17	178.902	S52° 40' 31.23"W
L18	82.977	N55° 41' 46.46"W
L19	169.320	N31° 57' 34.74"W
L20	137.512	N16° 42' 11.65"W
L21	62.706	N32° 48' 19.20"W
L22	190.089	N68° 46' 22.12"W
L23	268.582	S78° 41' 50.22"W
L24	212.807	S47° 33' 30.19"W
L25	50.960	S36° 27' 29.99"E
L26	286.480	S44° 18' 15.01"W
L27	98.470	S50° 32' 27.01"W
L28	121.320	S52° 31' 32.01"W
L29	56.220	S36° 03' 33.01"W
L30	55.650	S51° 58' 10.01"W
L31	149.180	S59° 42' 31.01"W
L32	199.560	S60° 25' 36.01"W
L33	89.626	S54° 19' 33.18"W
L34	58.285	N68° 06' 53.48"E
L35	153.685	N15° 18' 03.26"W

Line Table		
Line #	Length	Direction
L36	124.269	S73° 30' 05.39"W
L37	65.897	S84° 09' 46.54"W
L38	92.000	N87° 49' 07.02"W
L39	134.657	S50° 45' 59.90"W
L40	107.603	S82° 27' 22.89"W
L41	60.521	S86° 07' 11.21"W
L42	122.307	N51° 49' 15.00"W
L43	182.191	N06° 49' 15.00"W
L44	40.980	N36° 26' 42.05"E
L45	52.356	N39° 15' 50.24"W
L46	181.492	N18° 51' 51.75"E
L47	33.626	N06° 45' 06.75"E
L48	280.768	N37° 59' 04.93"E
L49	90.384	N52° 00' 55.07"W
L50	45.915	N80° 50' 21.91"W
L51	330.517	N02° 15' 38.82"E
L52	222.932	N14° 56' 49.69"W
L53	135.000	N05° 58' 39.50"W
L54	433.467	N31° 46' 02.13"W
L56	375.000	S73° 59' 37.89"E
L55	350.000	N16° 00' 22.11"E
L57	425.000	N16° 00' 22.11"E
L58	399.853	S89° 59' 37.64"E
L59	47.118	S01° 32' 28.35"E
L60	50.000	N72° 39' 59.65"E
L61	101.180	S17° 40' 13.35"E
L62	15.000	S71° 59' 35.65"W
L63	23.500	S18° 30' 53.35"E
L64	15.000	N71° 29' 00.65"E

Curve Table					
Curve #	Radius	Tangent	Delta	Chord	Arc Length
C6	940.00'	54.07'	006°35'03"	107.96'	108.02'
C7	1300.00'	75.72'	006°40'02"	151.19'	151.28'
C8	8615.00'	38.76'	000°30'56"	77.52'	77.52'
C9	8850.01'	1199.27'	015°26'04"	2376.81'	2384.01'
C10	440.00'	34.51'	008°58'10"	68.81'	68.88'
C11	325.00'	34.48'	012°06'45"	68.58'	68.71'

STREET NAME	MAINTENANCE AUTHORITY	R.O.W. WIDTH	PAVEMENT WIDTH	SIDEWALKS	DESIGN SPEED	LINEAR FEET	CLASSIFICATION
ABETO COVE	PUBLIC	120'	30' FACE TO BACK DIVIDED	4'	25 MPH	195	LOCAL
ALAVA WAY	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,193	LOCAL
ARBOROSA PASS	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	290	LOCAL
ARTWATER STREET	PUBLIC	60'	40' FACE TO FACE	4'	35 MPH	518	COLLECTOR
BASTIA COVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	348	LOCAL
BENICIA DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	257	LOCAL
BENT TWIG STREET	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	409	LOCAL
BIDDLE BEND	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,273	LOCAL
BRENA COVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	376	LOCAL
CANDELA COURT	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	101	LOCAL
CANO COURT	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	117	LOCAL
CANTOR COVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	135	LOCAL
CASTILLO BEND	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	2,770	LOCAL
CEDRO BLANCO DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	895	LOCAL
COW CAMP COVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	394	LOCAL
COW CAMP LANE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,107	LOCAL
COW CAMP LANE	PUBLIC	60'	40' FACE TO FACE	4'	35 MPH	1,388	COLLECTOR
FLOWER VALLEY PARKWAY	PUBLIC	60'	40' FACE TO FACE	4'	35 MPH	1,519	COLLECTOR
HALLWOOD DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,160	LOCAL
JACARANDA COURT	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	255	LOCAL
LAS FLORES DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	246	LOCAL
MARANA COVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	105	LOCAL
NITTA COVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	118	LOCAL
OAKLEY PASS	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,442	LOCAL
OLD TOWER ROAD	PUBLIC	80'	20' EOP TO EOP	N/A	35 MPH	1,259	EXISTING COLLECTOR
ROBUTIA DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	733	LOCAL
SWEETGRASS COURT	PUBLIC	120'	30' FACE TO BACK DIVIDED	4'	25 MPH	209	LOCAL
TOWER ROAD	PUBLIC	120'	27' FACE TO FACE DIVIDED	6'	45 MPH	2,830	ARTERIAL
TRABUCO BEND	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,778	LOCAL
WATERSOUND CIRCLE	PUBLIC	120'	30' FACE TO BACK DIVIDED	4'	25 MPH	233	LOCAL
TOTAL LINEAR FOOTAGE OF STREETS:						**23,652 L.F.**	

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STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791
7-15-2020

DESIGNED BY:	DRAFTED BY:
SPC/RWH	RWH/TSF

DATE	REVISION

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791
Civil Engineering ◆ Surveying
5501 West William Cannon Dr. ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SHEET NAME: OVERALL PRELIMIANRY PLAN
JOB NAME: SANTA RITA RANCH PHASE 2A
PROJECT: PRELIMINARY PLAT

DATE: OCTOBER 2019
JOB NUMBER: 5101
SHEET: 1 OF 5
SHEET NO.: 1

SEE SHEET 4 FOR CONTINUATION

SEE SHEET 3 FOR CONTINUATION

LEGEND

17	LOT NUMBER
Ⓐ	BLOCK NUMBER
	BUILDING SETBACK LINE
	EASEMENT LINE
	BOUNDARY LINE
	FEMA ZONE A (100YR FLOODPLAIN)
	100YR DEVELOPED FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK

SCALE: 1" = 100'

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER

CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

7-15-2020

DESIGNED BY:	DRAFTED BY:
SPC/RWH	RWH/TSE

REVISION	DATE

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FIRM ID #F3791
Civil Engineering ◆ Surveying
5501 West William Cannon Dr. ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SHEET NAME: PRELIMINARY PLAN 100 SCALE (1 OF 4)

JOB NAME: SANTA RITA RANCH PHASE 2A

PROJECT: PRELIMINARY PLAT

DATE: OCTOBER 2019

JOB NUMBER: 5101

SHEET: 2 OF 5

SHEET NO.: 2

FILE PATH: J:\AC3D\5101\dwg\5101-PRELIM PLAN.dwg - Jul 15, 2020 - 9:35am

SEE SHEET 2 FOR CONTINUATION

SEE SHEET 5 FOR CONTINUATION

RONALD REAGAN BLVD

TOWER ROAD (120' R.O.W.)

FLOWER VALLEY PARKWAY (60' R.O.W.)

SWEETGRASS CT. (130' R.O.W.)

BIDDLE BEND (50' R.O.W.)

COW CAMP LANE (50' R.O.W.)

COW CAMP COVE (50' R.O.W.)

21 COMMERCIAL TRACT

LOT 2 9.430 ACRES

PROPOSED POND

EXISTING POND

RIGHT-TURN BAY TO BE CONSTRUCTED ON RONALD REAGAN BLVD. AT TOWER RD.

104 D.E., W.Q.E., P.U.E., & O.S.

105 D.E., W.Q.E., P.U.E., & O.S.

1 D.E., W.Q.E., P.U.E., & O.S.

1 D.E., W.Q.E., P.U.E., & O.S.

100YR DEVELOPED FLOODPLAIN

SANTA RITA KC, LLC. (38.231 AC/TRACT ONE) DOC. NO. 2013102459

S16°29'44"E 1800.06'

N39°00'22"E 1060.00'

LEGEND

17	LOT NUMBER
(A)	BLOCK NUMBER
	BUILDING SETBACK LINE
	EASEMENT LINE
	BOUNDARY LINE
	FEMA ZONE A (100YR FLOODPLAIN)
	100YR DEVELOPED FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK

0 100' 200'

SCALE: 1" = 100'

STATE OF TEXAS
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ID# F3791
7-15-2020

DESIGNED BY:	DRAFTED BY:
SPC/RWH	RWH/TSF

DATE	REVISION

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FIRM ID #F3791
Civil Engineering ◆ Surveying
5501 West William Cannon Dr. ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SHEET NAME: PRELIMINARY PLAN 100 SCALE (2 OF 4)

JOB NAME: SANTA RITA RANCH PHASE 2A

PROJECT: PRELIMINARY PLAT

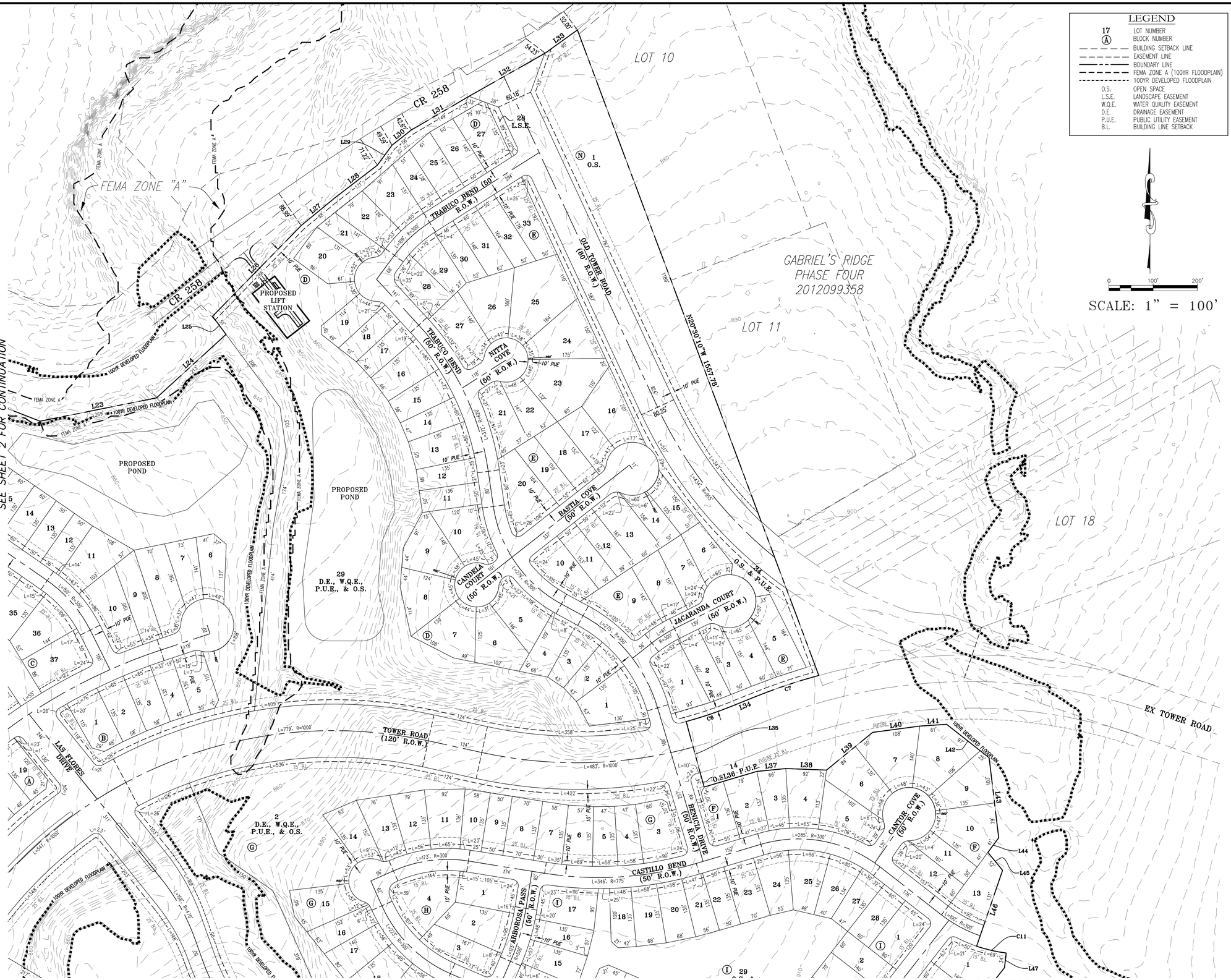
DATE: OCTOBER 2019

JOB NUMBER: 5101

SHEET: 3 OF 5

SHEET NO.: 3

FILE PATH=J:\ACD\5101\dwg\5101-PRELIM PLAN.dwg - Jul 15, 2020 - 9:35am



STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791
7-15-2020

DESIGNED BY:	DRAFTED BY:
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DATE	REVISION

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Civil Engineering ◆ Surveying
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Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SHEET NAME: PRELIMINARY PLAN 100 SCALE (3 OF 4)
JOB NAME: SANTA RITA RANCH PHASE 2A
PROJECT: PRELIMINARY PLAT

DATE: OCTOBER 2019
JOB NUMBER: 5101
SHEET: 4 OF 5
SHEET NO.: 4

FILE PATH: J:\ACD\5101\dwg\5101-PRELIM PLAN.dwg - Jul 15, 2020 - 9:38am

SEE SHEET 4 FOR CONTINUATION

SEE SHEET 3 FOR CONTINUATION

LEGEND

17	LOT NUMBER
(A)	BLOCK NUMBER
	BUILDING SETBACK LINE
	EASEMENT LINE
	BOUNDARY LINE
	FEMA ZONE A (100YR FLOODPLAIN)
	100YR DEVELOPED FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK

0 100' 200'

SCALE: 1" = 100'

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791
7-15-2020

DESIGNED BY:	DRAFTED BY:
SPC/RWH	RWH/TSF

DATE

REVISION

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Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SHEET NAME: PRELIMINARY PLAN 100 SCALE (4 OF 4)

JOB NAME: SANTA RITA RANCH PHASE 2A

PROJECT: PRELIMINARY PLAT

DATE: OCTOBER 2019

JOB NUMBER: 5101

SHEET: 5 OF 5

SHEET NO.: 5

FILE PATH: I:\ACD\5101\dwg\5101-PRELIM PLAN.dwg - Jul 15, 2020 - 9:38am

Commissioners Court - Regular Session **65.**

Meeting Date: 07/21/2020

Receive Briefing on and Discuss Pretrial Services Strategic Plan for 2020-2022

Submitted By: Ronald Morgan, Wilco PreTrial Services

Department: Wilco PreTrial Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive briefing on and discuss Pretrial Services Strategic Plan for 2020-2022.

Background

The Department will provide the court with a briefing on the 2020-2022 Department Strategic Plan. This plan outlines the broad goals and objectives that Williamson County Pretrial Services seeks to implement in the coming two years, to include information about the upcoming risk assessment tool implementation and other enhancements to the pre-trial stage of the criminal court process.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Pretrial Services Strategic Implementation Plan

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 11:00 AM
Form Started By: Ronald Morgan		Started On: 07/16/2020 10:34 AM
Final Approval Date: 07/16/2020		

Strategic Implementation Plan 2020 - 2022

Williamson County Pretrial Services

Williamson County Pretrial Services
Strategic Implementation Plan
2020-2022

Contents

Strategic Implementation Plan 2020 - 2022 1
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Leadership 3
Mission, Vision, Guiding Principles, and Goals 4
Williamson County Pretrial Services through Calendar Year 2020 6
Bail in Brief 9
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Management Goals 2020-2022 17
The APPR Project 20
The Impact of COVID-19 23
Conclusion 24

Director's Message

The pre-trial stage of any criminal proceeding is significant, and research tells us that the bail decision can have both immediate and long-term impacts on the community, the defendant, and their family. It is for that reason that a well-structured bail process is necessary: one which increases public safety, assures court appearance, and minimizes unnecessary pretrial detention.

In 2019, the Williamson County Commissioner's Court made a significant investment in the justice system by creating a Pretrial Services Department to manage the pre-trial process. This investment reflects the growing national recognition of the impact of the preliminary stages of a criminal case. At its core, Pretrial Services Department has a drive to see that justice is done through promoting an effective and, ultimately, fair bail system. This Strategic Implementation Plan is the blueprint for development of the Pretrial Services Department in Williamson County.

In this document, we lay out our path to implementing best practices at the pretrial stage of criminal cases, from excellence in court management, to incorporating a Risk Assessment tool, from the appropriate and timely appointment of counsel, to risk based post-release supervision. In each of these areas, we have defined goals, and a path to achieve them. Balancing the preservation of public safety with a drive to reduce unnecessary detention, and, fundamentally, promote justice at all stages of the process is the goal of this investment.

I am excited that, over the coming years, we will be building, changing, and learning. Most importantly, I am proud that we are working to support the effective administration of justice in Williamson County.

Leadership

Pretrial Services Executive Leadership

Ronald S. Morgan, Jr.
Director

Maritza Ramirez
Pretrial Services Manager

Pretrial Services Board

Hon. Stacey Mathews
Judge, 277th District Court

Hon. Doug Arnold
Judge, County Court at Law #4

Hon. Alexandra Gauthier
Senior Associate Judge

Hon. Valerie Covey
County Commissioner, Precinct 3

Mission, Vision, Guiding Principles, and Goals

Mission

The mission of Williamson County Pretrial Services is to enhance public safety, contribute to the effective administration of justice, and uphold the Constitution and Laws of the United States and the State of Texas.

Vision

Williamson County Pretrial Services' vision is to serve as a leader in the justice system locally and statewide by promoting a culture of accountability and innovation, and through attracting, developing, and retaining an effective team of professionals committed to our mission, guiding principles, and goals.

Guiding Principles

As a part of the larger criminal justice system in Williamson County, Williamson County Pretrial Services employs the following guiding principles in fulfilling its mission:

- Maximize Community Safety
- Maximize Court Appearance
- Maximize Appropriate Release of Pretrial Defendants

Organizational Goals

The staff of Williamson County Pretrial Services currently provide administrative support to judicial officers, and will provide risk-based bail recommendations, effective post release monitoring, and oversight of the indigent defense process in Williamson County. We accomplish these goals by:

- Providing efficient administrative support to Williamson County Associate Judges. **(current goal)**
- Managing the in-custody Magistration Hearings, Cite and Release Proceedings, and Emergency Protective Order Modification Hearings. **(current goal)**
- Screening and, where eligible, appointing counsel for eligible defendants within the time required by law. **(current goal)**
- Interviewing, prior to Magistration, individuals arrested on local charges. **(future goal)**
- Providing accurate risk and financial screening results and appropriate pretrial release recommendations rooted in best practices to support judicial bail decision-making. **(future goal)**

- Managing the bail process in a way that reduces unnecessary detention through facilitating release under the least restrictive conditions that will assure community safety and court appearance. **(future goal)**
- Providing Court Date Reminders to defendants released on Personal Bond as a means of assuring court appearance **(future goal)**
- Providing effective and appropriate post-release supervision to defendants awaiting trial to assure compliance with court ordered conditions of release. **(future goal)**

"Twenty-five years ago, a third of the jail population was awaiting trial. Now the percentage is three-fourths. Most of those detained are non-violent, unlikely to re-offend, and posing no risk of flight. Many are held because they're too poor to make bail…(t)hey remain in jail, losing jobs and families, and emerge more likely to re-offend... And on top of that, taxpayers must foot the bill—a staggering $1 billion per year to jail those who should be released…Not only are people held who should be released, people are released who should be held.[…] It is time—actually, it's past time—to ensure that defendants who pose no risk to the public are not jailed, and that those who do, are.

- Chief Justice Nathan Hecht
  State of the Judiciary Address, February 6, 2019

Williamson County Pretrial Services through Calendar Year 2020

Williamson County Pretrial Services was created during the Budget Process in August of 2019. In their action, the Court shifted functions previously performed by the Personal Bond Office and administrative functions performed by the Magistrates' Office to the new Department.

Key Functions of Williamson County Pretrial Services at Establishment

- Administrative support to Magistrates Court

  Working 7 days per week, 365 days per year, staff manage dockets, draft required paperwork, and facilitate legally required hearings and bond setting for over 11,000 arrestees per year. In addition, they process arrest and blood warrants as well as magistrate's orders of emergency protection. While the primary recipients of administrative support are the Williamson County Magistrate Judges, the interactions by Pretrial Services staff goes far beyond that group. We work closely with a variety of justice-system stakeholders, including law enforcement, prosecutors' offices, the district and county courts-at-law, district and county clerks' offices, municipal courts, and justice courts, and providers such as Bluebonnet Trails (the Local Mental Health Authority).

- Management of Indigent Defense appointments

  Working 7 days per week, 365 days per year, staff review applications for court appointed counsel for defendants in and out of custody, and receive applications in person and electronically to determine eligibility. Staff appoint attorneys for those defendants who are eligible according to state law and County policy, and appear in Magistrate Court, County Courts at Law and District Court to work with the Judges to ensure that appointed counsel and defendants are notified of the appointments-made.

- Oversight of Emergency Protective Order Modifications

  Staff schedule and provide support to Judges, the County Attorney's Office, and the District Attorney's Office, and litigants in preparation for and during hearings to modify the requirements of Emergency Protective Orders, issued by the Magistrates Court. These hearings take place during the regular business day, in addition to the 7 day/week operations of the Magistrate's Court.

- Oversight of Cite and Release process

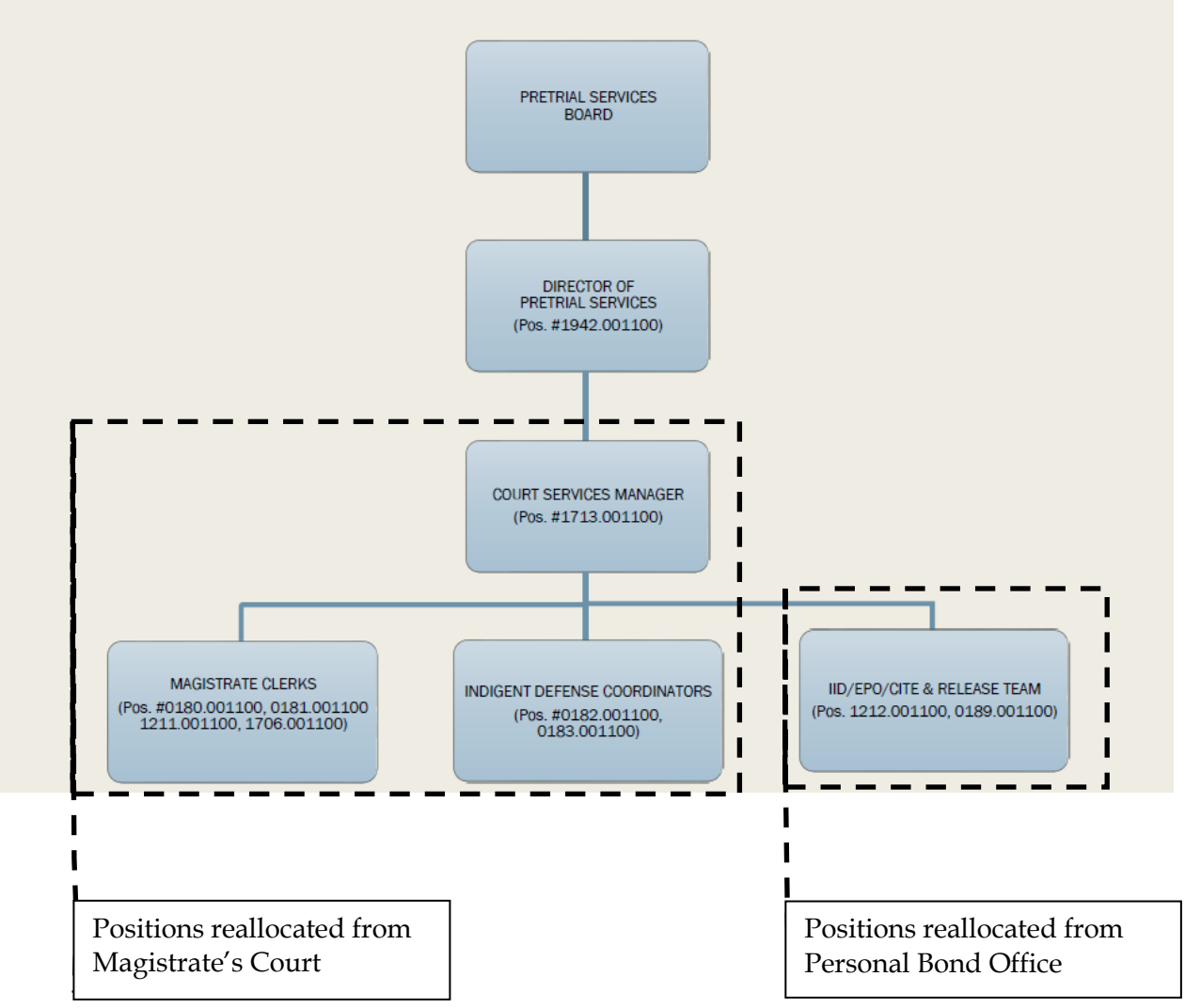
  Staff manage dockets that facilitate appearance of individuals who were ordered to appear as a result of being issued a field release citation in lieu of being booked into the County Jail. This collaboration with the County Attorney's Office helps to divert individuals from being booked into the jail, and provides Williamson County with cost-savings on jail-bed days and associated booking costs.

- Administrative support to Courts for alcohol monitoring ordered as a condition of release

  Staff review release orders that require alcohol monitoring and ensure that appropriate parties are notified when a defendant has the device installed. They ensure that monitoring reports are routed to the correct court, and collect and deposit administrative fees.

Staff Allocation at Establishment/Current Organizational Chart

When Pretrial Services was created, clerical staff from the Magistrates' Department and the staff of the Personal Bond Office were moved under the Pretrial Services Department. The result was creation of a Department that provides the above current level of services with a total of 10 FTEs.



2020 Looking Forward

Starting in late 2020, the Department will begin the very significant responsibility of implementing major change to the bail process in Williamson County. Over the next two years process improvements such as introduction of a detailed Pretrial Screening Process (to include a Risk Assessment Tool, defendant information verification, and a financial study) and use of risk-based post-release supervision strategies will impact many of the elements of the Justice System in Williamson County. These new functions will be taken on in addition to maintaining the level of service provided through the current workload of the Department.

With an eye toward these upcoming changes, Pretrial Services applied-for and was awarded a technical assistance grant from Advancing Pretrial Policy and Research, an initiative of the National Partnership for Pretrial Justice and the Arnold Foundation. Through this technical assistance grant, Williamson County has become an APPR "Learning Site". This grant provides coaching and technical assistance that will support a best-practices implementation process for a risk assessment tool and risk-appropriate post-release supervision.

To be successful, system-level change must be managed in a deliberate, well-considered manner. The information presented in this plan illustrates the approach that Pretrial Services will take to successfully enhance the pre-trial process in Williamson County.

> "This is the most substantive, heavy lifting that we have done in the arena of collaboration between our Commissioners Court and our legal system in many years[…] because it takes a team to solve a problem.
>
> - County Judge Bill Gravell
> August 15, 2019

Bail in Brief

> "In our society liberty is the norm, and detention prior to trial or without trial is the carefully limited exception."
>
> - Chief Justice William Rehnquist
> U.S. v. Salerno, 481 U.S. 739, 755 (1987)

An individual who is arrested is considered innocent until proven guilty, and, after arrest, is entitled to release on bail pending charges. The purpose of bail has been expressed in many ways, but fundamentally it is to assure court appearance[1] and public safety. [2] In Texas, the bail decision is ordinarily made during the so-called "Article 15.17 Hearing".[3] Here Judicial Officers are called on to make a very impactful decision as to what condition or conditions of release would be appropriate to reasonably assure a defendant's appearance in court and the safety of the community while trial is pending. In Texas, bail is expressed in money: the Judge sets bail in the amount that will meet the dual considerations articulated above.[4] The bail may then be satisfied in one of three ways: a defendant can post the entire bond in cash, they can contract with a bailbondsman ("surety bond")[5], or they can be released on personal bond[6], which is when the Judge authorizes a defendant's release based on their promise to return to Court and (potentially) to comply with certain conditions of release. A key feature of this bail decision is that it is based in the principle of individual consideration: the Judge must determine what bail is sufficient to assure that defendant's court appearance and the safety of the community should that defendant be released.[7]

Because of the dual purpose of bail, a Judge is ultimately required to identify the least restrictive conditions of release that will reasonably assure the defendants appearance in court and the safety of the community.[8] Those least restrictive

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[1] Tex. Code of Criminal Procedure, Art. 17.01, American Bar Assn., *Standards on Pretrial Release,* Standard 10-1.1 (2008); National Assn of Pretrial Services Agencies, *National Standards on Pretrial Release* Standard 1.1 (2020).
[2] American Bar Assn., *Standards on Pretrial Release*, Standard. 10-1.1 (2008); National Assn. of Pretrial Services Agencies, *National Standards on Pretrial Release* Standard 1.1 (2020).
[3] *See* Tex. Code of Criminal Procedure, Art. 15.17.
[4] Tex. Code of Criminal Procedure, Art. 17.01
[5] Tex. Code of Criminal Procedure, Art. 17.02
[6] Tex. Code of Criminal Procedure, Art. 17.03
[7] *See Stack v. Boyle*, 342 U.S. 1 (1951)
[8] American Bar Assn. Standards on Pretrial Release, Standard 10-1.2, National Assn. of Pretrial Services Agencies, *National Standards on Pretrial Release* Standard 3.3(a) (2020).

conditions can range from being released and told to come to court to being released but placed on home confinement. There are also defendants for whom pretrial release would not be appropriate; for them detention is the appropriate outcome. On the spectrum between release with no conditions and detention there exist various tools that a Judge may use to assure community safety and court appearance, including post-release monitoring or supervision, drug testing, location monitoring, and alcohol monitoring.

Traditionally, in Williamson County, the only information available to Judicial Officers at this stage in the process is the probable cause affidavit (a sworn description of the offense for which the defendant is arrested) and the arrestee's criminal history. The newly created Pretrial Services department will assist the Judicial Officers in the discharge of their duties by gathering additional information related to the likelihood of appearance and risk to community safety.

At present, limited post-release supervision and monitoring in felony cases only is provided by Williamson County Community Supervision and Corrections (CSCD). The newly created Pretrial Services Department will modify the approach for this service delivery and provide a resource to the judiciary in making informed release decisions that are risk-based.

Key Agency Goals 2020-2022

Williamson County Pretrial Services has developed and adopted Key Agency Goals (KAG) for 2020-2022 represent the cornerstone of developing an effective Pretrial Services Program, and that will support the bail decision and post-release management of defendants on bail.

KAG 1. Support Judicial Officers in making informed bail decisions [FY 2021 Goal]

Under the Texas[9] and United States[10] Constitutions individuals are entitled to pretrial release on bail except in very limited circumstances[11] (the "limited exceptions" that Chief Justice Rehnquist references in the *Salerno* opinion[12]). Texas law gives a Judge guidance on the factors that are to be considered in making this bail decision[13], but the Judicial Officer has great discretion in determining what bail is appropriate in a particular case. In this Key Agency Goal, Pretrial Services seeks to provide information to Judicial Officers that will assist them in making the bail decision.

Strategy 1.1. Conduct Pretrial Screening Interview[14]

The information that Judges rely on in the setting of bail Pretrial Services Officers will conduct screening interviews with each eligible arrestee. The information collected during the screening interview will be verified, and included in the results of the pretrial investigation then presented to the Court for use in making the bail decision, and verifying that information.15 Information to be collected and verified will include place of residence, employment status, and criminal history information.

[9] Tex. Const. art. 1, § 11, § 13.
[10] US Const. amend. VIII .
[11] *See, e.g.*, Tex. Const. art. 1 § 11a, *et seq.,* Tex. Code of Criminal Procedure, Art. 17.152, *et seq.*
[12] *See* "Bail, in brief", *supra.*
[13] Tex. Code of Criminal Procedure Art. 17.15.
[14] National Assn of Pretrial Services Agencies, *National Standards on Pretrial Release* Standard 4.3 (2020); American Bar Association Standards on Pretrial Release, Standard 10-1-10(a) (2008).
[15] National Assn. of Pretrial Services Agencies, *National Standards on Pretrial Release* Standard 4.1(b)(i) (2020).

Strategy 1.2. Implement a Risk Assessment Screening Tool[16]

Best practices in the Pretrial Services field[17], amplified by the Texas Judicial Council[18] state that bail decisions should be based on a defendant's risk. At the pretrial stage of the justice process, risk is focused on predicting the likelihood of a defendant attending his/her required court settings, and avoiding arrests during the pendency of the case.[19] Use of an actuarial risk instrument as a part of the bail decision has been proven to be more successful[20] and fundamentally more fair[21], in supporting the release decision than making that decision based on qualitative information alone. Consistent with the state of the practice, and responsive to the clear call of various justice system stakeholders[22], we will implement an actuarial Risk Assessment Tool in order to promote *risk-informed* bail decision making by judicial officers.

> "We are going to be…utilizing risk assessments …to support the decisions that are being made.
>
> - Commissioner Valerie Covey, August 15, 2019

This strategy will support Key Agency Goal 1 through implementation of the Public Safety Assessment (PSA) tool, developed by the Arnold Foundation.[23] This will assist judges in identifying the least restrictive conditions of release that will assure community safety and court appearance.

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[16] *Id*. at Standard 4.4.
[17] *Id*. at Standard 2.8.
[18] Tex. Judicial Council, Criminal Justice Committee Report and Recommendations, June 2018, p. 5
[19] Desmarais, S. and Lowder, E. "Pretrial Risk Assessment Tools: A Primer for Judges, Prosecutors, and Defense Attorneys", John D. and Catherine T. MacArthur Foundation Safety and Justice Challenge, (2019), p. 3.
[20] Mamalian, C. "State of the Science of Pretrial Risk Assessment", Pretrial Justice Institute (2011), pg. 24, Texas A&M Public Policy Research Institute, Liberty and Justice: Pretrial Practices in Texas (2017);
[21] Texas A&M Public Policy Research Institute, Liberty and Justice: Pretrial Practices in Texas (2017);
[22] Tex. Judicial Council, Criminal Justice Committee Report and Recommendations, June 2018, p. 5; American Bar Association Standards on Pretrial Release, Standard 10-1-10; Texas A&M Public Policy Research Institute, Liberty and Justice: Pretrial Practices in Texas (2017); Levin, M. "Prescription for bail reform must include public safety and due process" *The Hill* (June 6, 2020).
[23] *See*: https://advancingpretrial.org/psa/about/

Strategy 1.3. Implement Comprehensive Financial Screening

Under Texas laws related to bail, one of the factors a Judge must consider is the defendant's ability to afford the bail that is set.[24] At present, due to staffing constraints, Williamson County Pretrial Services staff conducts an indigence assessment for only those defendants who request the appointment of counsel.

As part of this strategy, the Department will transition to a financial screening during the Pretrial interview that is designed to provide the Judge with an important piece of information needed to set bail in conformance with Texas law *and* assess a defendant's ability to afford counsel, and all of this information will be provided prior to the Art. 15.17 (Magistration) hearing, where it can be best utilized.

Strategy 1.4. Provide a Bail Report and Recommendation to Judicial Officers[25]

The results of the Pretrial Services interview, investigation, risk assessment, and financial screening will be provided to the Judicial Officer in the form of a written bail report. This summary is, effectively, the "end product" of the pretrial screening and will include a recommendation by Pretrial Services that results from analysis of the information acquired during the process. The recommendation that Pretrial Services will provide speaks to the least restrictive conditions needed to address defendant's risk of failure to appear and risk to community safety, and will be founded in the recognized best practices in the field.[26]

KAG 2. Provide effective, appropriate post-release supervision and monitoring [FY 2022 Goal]

A risk-based bail decision, in many cases, will result in a defendant's release on bond, and may result in a need for risk-appropriate pretrial monitoring and supervision as an alternative to incarceration. This provides judges with tools for the management of defendants *individually identified* risk factors, a practice consistent with the accepted standards of the Pretrial Services field[27] and the identified priorities of justice system stakeholders[28].

[24] Tex. Code of Criminal Procedure, Art. 17.15(4).
[25] National Assn. of Pretrial Services Agencies, *National Standards on Pretrial Release* Standard 4.5 (2020); American Bar Association *Standards on Pretrial Release*, Standard 10-1-10(b) (2008).
[26] National Assn. of Pretrial Services Agencies, *National Standards on Pretrial Release* Standard 4.5(b) (2020).
[27] *Id.*at Standard 2.9.
[28] Tex. Judicial Council, Criminal Justice Committee Report and Recommendations, June 2018, p. 8-9.; Texas A&M Public Policy Research Institute, Liberty and Justice: Pretrial Practices in Texas (2017);

Strategy 2.1. Assume responsibility for existing pre-trial, post-release supervision and expand availability of supervision and monitoring where appropriate

As noted above, Williamson County CSCD/Adult Probation currently provides supervision and monitoring to a limited pool of defendants, specifically individuals released on bond in felony cases only. In addition, a limited amount of alcohol monitoring has been provided by the former Personal Bond Office. It is consistent with best practices in the pretrial field nationally that post-release supervision for individuals who have not been convicted of the offense charged should be situated in a dedicated Pretrial Services agency.[29] This provides the advantage of an organization focused on the pretrial-related elements of risk that are unique to defendants awaiting disposition of their cases.

Pretrial Services will take on the role of providing all pre-trial supervision and monitoring that is currently provided by CSCD and the former Personal Bond Office. Furthermore, Pretrial Services will provide this supervision and monitoring when appropriate based on judicial determination of risk, regardless of charge level (class B misdemeanor and above).

Strategy 2.2. Develop and implement supervision strategies that are consistent with the principle of risk-appropriate, least restrictive conditions of release[30]

While there are some similarities, pretrial release is not probation, and the approaches that are used at the pre-trial stage of a criminal case differ significantly. Probation is a program focused on community safety and crime reduction through a variety of strategies[31] appropriate to a person who is in post-adjudication status, including rehabilitation[32] pro-social growth and supporting significant behavioral change to support that growth. At the pretrial release stage, a defendant has not been convicted of the offense charged, and the focus is much more narrow: public safety and court appearance.

The supervision strategies that will be employed will be tailored to be the least-restrictive actions that are needed to assist the defendant in succeeding in the dual

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[29] *See* Commentary on: National Assn. of Pretrial Services Agencies, *National Standards on Pretrial Release* Standard 2.7 (2020).
[30] National Institute of Corrections. A Framework for Pretrial Justice: Essential Elements of an Effective Pretrial System and Agency. (2017). p. 33.
[31] *See also* American Probation and Parole Association, Position Statement: Probation. (1997) accessed at https://www.appa-net.org/eweb/Dynamicpage.aspx?site=APPA-3&webcode=IB_PositionStatements.
[32] Texas Department of Criminal Justice – Criminal Justice Assistance Division, Mission Statement accessed at: https://www.tdcj.texas.gov/divisions/cjad/index.html.

focus of pretrial release.[33] For example, a highly effective method to support court appearance is Court Date reminders.[34] Pretrial Services will, through leveraging technology, employ a system to generate reminders to defendants using text messaging and telephone calls.

It is necessary to tailor the conditions of release to the specific risk elements posed by the individual defendant. Williamson County Pretrial Services will provide a variety of options so that, based on the judicial determination of risk (informed by the Pretrial investigation discussed above), a defendant may be ordered appropriate conditions of release. Pretrial Services anticipates monitoring conditions of release that range from court date reminders to in-person supervision meetings, to more restrictive forms of alcohol monitoring, location monitoring, and drug testing.

Success at this strategy will require working with vendors and other external stakeholders in order to provide certain services. Pretrial Services anticipates entering into contracts or service agreements with one or more vendors who will provide location monitoring services, alcohol monitoring services, and drug testing services. These external relationships will allow the Department to provide a full range of post-release supervision options to the Court and defendants in a way that is fair, efficient, and cost-effective.

Strategy 2.3. Take appropriate action on failure to comply with court-ordered conditions of release

The justice system only maintains the confidence of the public it serves if the public can reasonably believe that participants are doing all they can to preserve community safety and promote defendant accountability. Because the focus of any conditions of release that are ordered is court appearance and public safety, it is essential that the Department take appropriate action when a defendant fails to comply with these court orders.

To promote confidence in our ability to provide public safety and assure court appearance, Pretrial Services will develop a continuum of responses to address instances where defendants fail to comply with the conditions of release. This continuum will range from internal administrative responses to some violations to notifications to the Court, the prosecutor, and defense counsel for more serious violations. In all instances, the traditional elements of a response to violations

[33] National Assn. of Pretrial Services Agencies, *National Standards on Pretrial Release* Standard 4.6(a)(i) (2020)
[34] National Institute of Corrections. *A Framework for Pretrial Justice: Essential Elements of an Effective Pretrial System and Agency*. (2017). p. 47.

(certainty, swiftness, proportionality, fairness, and individualized response) will be the foundation of addressing alleged failure to comply with release conditions.[35]

KAG 3. Promote the effective use of county resources through new and existing departmental operations

There are many benefits to the careful management of pretrial release. Key among them is establishing a process that allows for minimizing unnecessary (and costly) pretrial detention and increasing public safety and court appearance.[36] Beyond these very visible benefits a well-implemented pretrial release system can ***carefully and deliberately*** reduce the jail population, allow defendants to be free to maintain employment and pro-social connections, and facilitate better outcomes in the disposition of cases, which can have a positive impact on limited county resources.

As we build capacity within the Department to manage an effective bail process, we must also continue the services that are currently provided. Our intent is to enhance efficiency and serve as good stewards of taxpayer dollars.

Strategy 3.1. Leverage existing resources to support new goals and tasks while ensuring continuity of operations

At inception, Pretrial Services took on various tasks performed by the Magistrate's Court and the former "Personal Bond Office". The current level of service includes 7 day/week support to the Magistrate's Court, and review of applications for appointed counsel, and 5 day/week support for other related hearings and oversight of alcohol-related release conditions. While discussed in greater depth below in the Management Goals section, Pretrial Services recognizes that County resources come at a cost to the taxpayer. Because of this, we have engaged in a review of current processes and seek to re-align resources to achieve the new goals set forth above.

One example of this type of resource reallocation is related to indigence screening is currently ongoing. Indigent Defense Coordinators screen defendants in custody for the appointment of counsel on request. They also provide screening for defendants out of custody. In the FY2021 Budget Process, Pretrial Services is proposing to reclassify the Indigent Defense Coordinator positions into Pretrial Services Officers. Those staff will conduct financial screening responsibilities for all defendants. Results of that screening will both inform the judicial bail decision

[35] *Id.* at 56.
[36] *Id.* at v.

and, if the defendant meets eligibility criteria, allow for appointment of counsel. The out-of-custody indigence screening is gradually being migrated to an online process, and management of those duties will continue, but in a less resource-intensive manner, which will allow the newly reclassified Pretrial Officers to focus on all elements of pretrial release screening.

As Williamson County Pretrial Services develops over the next two years, responsibilities for current tasks performed will likely continue to shift to maximize efficiencies, and provide the best service possible to justice system stakeholders.

Management Goals 2020-2022

In addition to the Key Agency Goals expressed above, Pretrial Services has adopted Management Goals that are designed to support the Agency Goals. These Management Goals are intended to provide the structure that will allow the Department to succeed in achieving the Key Agency Goals.

MG 1. Acquire necessary technology to track Department operations

Currently, information concerning Department operations is managed in a variety of computer systems and manual processes that are not designed to effectively capture that data. To accurately determine the effectiveness of programming at the pretrial level (discussed in greater depth in Management Goal 6, below), Pretrial Services must acquire technology that will allow for information regarding defendant risk, release status, and post-release compliance, to be obtained, recorded, reported-on, and tracked. The technology should also interact with the Court Management System and the Jail Management System, to maximize efficiencies and reduce duplicated work.

Through work with County IT, and by developing a detailed programmatic specification document, Williamson County Pretrial has identified a potential solution within the Tyler Odyssey suite of software. In the coming months, we look forward to examining the product and, if it is sufficient, implementing it in late FY2020 or early FY2021.

MG 2. Recruit and retain staff qualified to carry out Department mission and function

In order to expand the current workload to include Risk Assessment screenings, bail recommendations, and post-release supervision, Pretrial Services must augment the current level of staffing. The Department has completed a detailed

staffing model that is (initially) designed to be implemented over a two-year plan. Under that model, the first year will support implementation of Risk Assessment screening and bail recommendations (KAG 1), and the second year will support management of post release monitoring and supervision (KAG 2).

To succeed in these areas, Pretrial Services must attract and retain staff who are sufficiently versed in the Justice System and able to align their mindset to the presumption of innocence, the importance of risk-based decision-making, and the principle of least restrictive conditions. This requires identifying and recruiting a qualified workforce with criminal justice education and/or experience. It also requires providing a comprehensive work environment that promotes staff retention.

The Staffing Model that has been developed by Pretrial Services is based on booking trends and projections and CSCD post-release supervision history and suggests a need to increase Department staffing from 10 to 23 employees in the Department over the course of the two-year plan. This would be achieved through a combination of requests for new FTEs and reclassification or realignment of existing FTEs. It is recognized that this is a significant investment for Williamson County to make in the justice system, and given the current economic environment (discussed further below), it may be difficult to achieve this in the two years that this plan contemplates. Accordingly, this is a goal which we hope to fully achieve, but the timeframe of which may need to be reassessed based on the current climate.

MG 3. Provide appropriate initial staff training to enable newly-hired staff to succeed in their work

Individuals who are hired at a Pretrial Services agency will have varying levels of exposure to the principles that underpin our work. Because of this, Pretrial Services must provide training that will support new-hires in learning not just the daily mechanical elements of their jobs, but also the overarching principles that we apply. This is an intensive process that will include developing a deeper understanding of the judicial process, specific to the local setting and in general, and enhancing existing skills in use of technology, analysis of data and other information, writing and public speaking for various audiences.

The Director of Pretrial Services is well-situated to provide or oversee the training required to support staff in their success. This will be augmented by existing staff and the use of resources that are provided by national and statewide organizations and the support provided by APPR (discussed in further depth below).

MG 4. Provide a minimum of 24 hours of continuing training for all staff that will support them in their professional development

Considerable emphasis is placed on initial staff training. At the same time, it is important that all staff have opportunities for ongoing professional development, so that they can continue to contribute to the Department and enjoy professional advancement. The Department has set a goal of 24 hours of ongoing professional development for each employee.

Training under this Management Goal will likely be acquired from outside sources, and will be appropriate to the Employee's role within the organization or designed to help them prepare for a role into which they may transition within the Department.

MG 5. Acquire space that supports Department mission and function

Pretrial Services currently has 10 employees who provide the current level of service, assigned to several different locations. Pre COVID-19, staff worked from a Courtroom in the Williamson County Jail; that space has been replaced by the Jury Impaneling Room in the Justice Center Basement. Staff also use office-space in the Justice Center Attic, and Counsel Conference Rooms on the Justice Center's first floor. As the Department evolves into its intended function, it will become necessary to acquire space that will allow for additional staff to be brought on board, and that will support a 7 day/week operation.

Williamson County Pretrial Services has been collaborating closely with Facilities to identify potentially suitable space for the Department, including developing specifications for space needs that will accommodate the department at various stages through its development. As a baseline, the Department requires space that is secure, and, at a certain level, publicly accessible 7 days per week. Ideally, this would be accomplished through a combination of space in the Justice Center and the Jail. Ultimately, the space should be in or proximate to those two buildings, and will need to allow staff to interact with individuals in the secure setting of the Williamson County Jail, as well as individuals free on bond, attorneys, Judges, and the general public.

MG 6. Identify and make accessible key data points that will allow Department to assess general workload as well as staff fidelity to Risk Assessment Tool procedures, Judicial Acceptance of risk-based Recommendations, and Appearance and Public Safety Rates.

It is critically important that Pretrial Services functions effectively and efficiently. One way to measure program effectiveness and efficiency is through the collection

and evaluation of relevant data. There are several elements of data collection that are required by law once Pretrial Services begins to screen individuals for release on bond, including the Appearance[37] and the Public Safety Rates[38], and the Department will work to provide that data.

Beyond the legally required data, and to ensure that we are functioning effectively and employing best practices in supporting Judicial release decisions, it will be important to track several other data elements. Experts in the Pretrial Services field have identified several data-points related to program performance and outcome that the Department seeks to track. These include universal screening fidelity[39] staff fidelity to risk procedures (through concurrence[40] or recommendation[41] rate) defendant success rate[42], detainee length of stay[43] as well as the judicial response to recommendations. These, and other, to-be-identified, measures, when taken in concert with legally required reporting, will provide a framework for constant improvement and a drive toward operational excellence.

The APPR Project

In December of 2019, Williamson County applied to the Advancing Pretrial Practices and Research (APPR) project for a Technical Assistance (TA) grant to support implementation of a Risk Assessment took. The APPR project is a collaboration of the Center for Effective Public Policy and the Arnold Foundation[44]. This is the second round of TA grants being offered by CEPP, and will provide us with support as we work to implement risk based bail decision-making. First-round APPR Technical Assistance Sites included jurisdictions in Alabama, Georgia, North Carolina, and Washington.

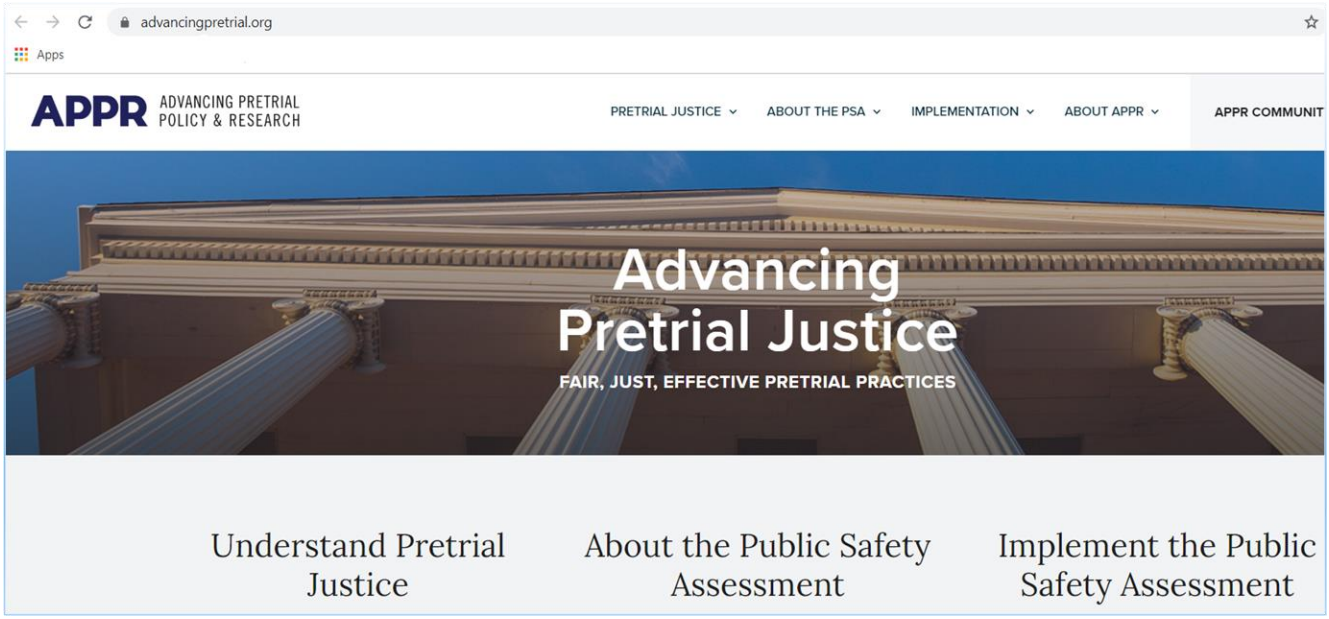
With the assistance of our TA provider, Williamson County Pretrial Services will use the APPR implementation model for the PSA. This plan calls for a measured, detailed, 12-month implementation period, during which we will create procedures for use of the PSA in Williamson County, including a Release Conditions Matrix and a PSA Violent Offense List. As importantly, the APPR implementation model calls for developing a collaborative stakeholder team that

[37] Tex. Code of Criminal Procedure Art. 17.42, Sec. 5 & Sec. 6
[38] *Id.*
[39] National Institute of Corrections, *Measuring What Matters: Outcome and Performance Measures for the Pretrial Field*, at 5 (2011).
[40] *Id.* at 4.
[41] *Id.* at 5
[42] *Id.* at 4.
[43] *Id.* at 4.
[44] *See:* https://advancingpretrial.org/

will identify pretrial-related justice system goals and that will provide the infrastructure to achieve those goals.

Relationship between APPR Project and Implementation Plan

The easiest way to view the APPR project's relationship to the Implementation Plan that is laid out above is as an overlay. This Plan was developed after a review of the general structure of the APPR model for deploying a risk assessment tool and enhancing justice at the pre-trial level, and incorporates the key principles of the model. The APPR, therefore, would fit over this Implementation plan and APPR and the plan would support each-other. For example, the APPR model proposes a method for tracking program outcomes and results, which is a Management Goal under this Implementation Plan. The APPR project involves developing a stakeholder group composed of individuals who will each bring their unique perspectives to support the development of a Pretrial program; this Plan remains sufficiently flexible to evolve due to developments during the APPR project and recommendations that would come from that stakeholder group.



Key Agency Goals

FY 21: Support Judicial Officers in making informed bail decisions.

- Conduct Pretrial Screening Interview.
- Implement Risk Assessment Screening Tool.
- Implement Comprehensive Financial Screening.
- Provide bail report & recommendation to Judicial Officers.

FY 22: Provide effective, appropriate post-release supervision and monitoring

- Provide pre-trial, post-release supervision.
- Employ supervision strategies that are consistent with a risk-appropriate, least restrictive approach.
- Respond appropriately to failure to comply with court-ordered conditions of release.

Ongoing: Promote effective use of County resources through new and existing operations

- Leverage existing resources to support new goals and tasks while ensuring continuity of operations.

Advancing Pretrial Practice and Research Project

Management Goals

- Acquire Necessary Technology
- Recruit and retain qualified staff
- Provide appropriate initial staff training
- Provide continuing professional development for all staff.
- Acquire space that supports the Department's mission.
- Identify and track key data-points related to program effectiveness.

The Impact of COVID-19

This plan would be incomplete without acknowledgement of the onset of the Novel Coronavirus Pandemic, which began in Spring 2020. Tragically, COVID-19 has taken the lives many Williamson County residents, and infected thousands more.[45] Beyond the human toll of lives lost and affected, the Coronavirus has also had a lasting impact on the Justice System in general and on the development of a Pretrial Services program in particular.

When the Supreme Court of Texas, the Court of Criminal Appeals, and the Office of Court Administration began issuing orders related to the provision of justice during these unprecedented times[46], the staff of Pretrial Services responded by modifying the way current services are provided. The Magistration Process moved out of the Jail Courtroom due to the Jail's quarantine practice, and in the interest of health and safety of staff. This resulted in an increased reliance on technology. Where possible, and depending on their roles within the Department, staff telecommute at varying levels. The process of indigence screening for defendants on bail for the purpose of appointment of counsel has moved online. Defendants submit applications via the internet, and staff respond and, where appropriate, appoint counsel via email. Finally, COVID resulted in collaboration with other County departments that brought multiple Pretrial Services staff members outside of their commonly performed duties.

COVID-19 has caused "forced change" in a rapid period of time. While this posed some challenges, it has had the positive effect of allowing Pretrial Services to explore the degree to which change can be tolerated when there are limited-to-no alternatives and limited resources, and has forced thinking outside the box. This pandemic has provided the department with valuable lessons as we prepare to make major change to the justice system in Williamson County through the implementation of risk-based decision making at the pre-trial stage of the process.

More directly, the pandemic has caused a delay in some of the projected benchmarks for the development of the Pretrial Services program. For example, the APPR project that was due to begin in April of 2020 has been pushed back to late July. This will have a 2-3 month impact on delaying first use of the PSA at bail determination. The pandemic has unquestionably impacted the national economy, and Williamson County is not exempt. Pretrial Services has charted an ambitious 2-year path toward fully standing-up the program. Mindful of the

[45] http://www.wcchd.org/COVID-19/dashboard.php accessed 6/30/2020.
[46] *See, e.g.*, https://www.txcourts.gov/court-coronavirus-information/emergency-orders/, https://www.txcourts.gov/court-coronavirus-information/court-guidance/accessed 6/30/2020.

possible financial constraints, we continue to work closely with the Budget Office and Commissioners Court to acquire needed resources in a responsible way to support the Department's effective contribution to the Justice System.

Conclusion

Making change, in the easiest of circumstances is not a simple process. Making positive changes to a system as integral to our society as the justice system is even more complex. Seizing the opportunity to make real and lasting improvements to the pre-trial stage of the legal process, while maintaining the safety of the community as a primary consideration requires careful coordination and deliberate action. This implementation plan is our means of achieving this positive change in Williamson County, and the Pretrial Board and the Staff of Williamson County Pretrial Services are committed to this important goal.

"These folks are innocent until proven guilty. A lot of them are not dangerous to our community. Those that are, we need…the proper procedures in place (to keep them in jail). Those that aren't, we are handicapping them by keeping them in jail…they are two days away from losing their jobs. And when they sit in jail…not only does it cost the county dollars, but it costs…(them) their livelihoods and the ability to provide for their families."

- Hon. Betsy Lambeth
Judge, 425th District Court
August 15, 2019

Commissioners Court - Regular Session **66.**

Meeting Date: 07/21/2020

Williamson County Citizen Participation Plan

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on the Citizen Participation Plan regarding the use of grant funds from the U.S. Department of Housing and Urban Development.

Background

In response to Covid-19, President Trump has signed the Coronavirus Aid, Relief and Economic Security Act (CARES Act). The CARES Act Flexibilities for CDBG Funds Used to Support Coronavirus Response dated April 9, 2020, allows entitlement communities to update their Citizen Participation Plan to include provisions to be used in the event of a disaster. Specifically, the CARES Act allows for a 5-day comment period during the development of and amendments to all related Consolidated Plans, Annual Action Plans or Consolidated Annual Performance and Evaluation Plans. All other portions of the Citizen Participation Plan will remain the same.

This citizen participation plan was prepared in accordance with Section 104(a) of the Housing and Community Development Act of 1974, as amended. The 24 CFR 91.105 federal regulations outline the “citizen participation” requirements.

The plan is to be used to address citizen participation in the Community Development Block Grant (CDBG) Program. Currently, Williamson County does not receive an entitlement grant under the HOME Investment Partnerships (HOME) Program, the Emergency Shelter Grant (ESG) Program, or the Housing Opportunities for Persons with AIDS (HOPWA) Program. However, if the County should receive funds from these programs in the future, the programs will be included under this citizen participation plan.

The citizen participation plan (CPP) sets forth the County’s policies and procedures for citizen participation in the development of the Consolidated Plan, Annual Action Plan, Substantial Amendments to these plans, the Consolidated Annual Performance and Evaluation Report (CAPER) and the citizen participation plan itself. This citizen participation plan also includes policies and procedures for citizen participation in the development of Williamson County’s Assessment of Fair Housing (AFH) and any subsequent amendments to the AFH.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2020 Citizen Participation Plan

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/15/2020 02:50 PM
Form Started By: Sally Bardwell		Started On: 07/15/2020 02:30 PM
Final Approval Date: 07/15/2020		

WILLIAMSON COUNTY
CITIZEN PARTICIPATION PLAN
Regarding the Use of Grant Funds from the U.S. Department of Housing and Urban Development

This Citizen Participation Plan was prepared in accordance with Section 104(a) of the Housing and Community Development Act of 1974, as amended. The 24 CFR 91.105 federal regulations outline the "citizen participation" requirements.

The plan is to be used to address citizen participation in the Community Development Block Grant (CDBG) Program. Currently, Williamson County does not receive an entitlement grant under the HOME Investment Partnerships (HOME) Program, the Emergency Shelter Grant (ESG) Program, or the Housing Opportunities for Persons with AIDS (HOPWA) Program. However, if the County should receive funds from these programs in the future, the programs will be included under this Citizen Participation Plan.

The Citizen Participation Plan (CPP) sets forth the County's policies and procedures for citizen participation in the development of the Consolidated Plan, Annual Action Plan, Substantial Amendments to these plans, the Consolidated Annual Performance and Evaluation Report (CAPER) and the Citizen Participation Plan itself. This Citizen Participation Plan also includes policies and procedures for citizen participation in the development of Williamson County's Assessment of Fair Housing (AFH) and any subsequent amendments to the AFH.

Certification of Compliance

The County is certifying to the U. S. Department of Housing and Urban Development (HUD) that the County is following an approved Citizen Participation Plan, which:

- provides for and encourages citizen participation with particular emphasis on participation by persons who are residents of slum and blighted areas, by residents in low and moderate income neighborhoods, or targeted revitalization areas as defined by the County;

- provides for and encourages citizen participation of residents of public and assisted housing developments, as well as provides information to the public housing authorities with jurisdiction in Williamson County, about Consolidated Plan activities related to its developments;

- provides for and encourages citizen participation of persons with disabilities as well as provides documents in a format accessible to persons with disabilities, upon request;

- provides for and encourages citizen participation of all Williamson County citizens, including minorities and non-English speaking persons, and identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;

- provides citizens with reasonable and timely notification and access to local meetings, information, and records relating to the County's proposed and actual use of federal Community Development Block Grant funds;

- provides for technical assistance to groups/organizations representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the County;

- provides for public hearings to obtain citizen views; to respond to proposals and questions at all stages of the community development program, including at least the development of needs; and the review of proposed activities, and review of program annual performance. This will also include the development and evaluation of the Williamson County Assessment of Fair Housing (AFH) and any subsequent amendments to the AFH. The hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodations for the disabled; and,

- provides for a timely written response to written complaints and grievances where applicable.

Consolidated Plan/Annual Action Plan

The Consolidated Plan serve as the five-year planning framework for funding under the CDBG, HOME, ESG, and HOPWA Programs. The County will make available to citizens, public agencies and interested parties information that includes:

- The estimated amount of assistance the jurisdiction expects to receive, including grant funds and program income; and
- The range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate- income.

The Annual Action Plan serves as the framework to HUD under the CDBG, HOME, ESG, and HOPWA Programs. The annual Action Plan states the amount of assistance the County expects to receive (including grant funds and program income) from each of the federal programs and includes a description of the activities and related funding allocations that the County will undertake to address the needs and priorities established in the Consolidated Plan.

The Williamson County CDBG Office will, at a minimum, convene two (2) public needs hearings conducted during the development of the Five-Year Consolidated Plan and/or Annual Action Plan to obtain citizens' views and to respond to proposals and questions. The first public hearing will be held during the development of the Five-Year Consolidated Plan and/or Annual Action Plan before the proposed Plan is published for comment. The second public hearing will be held during the 30-day public comment period and prior to submission to HUD.

First Public Hearing

The County will hold the first Public Hearing to obtain citizen views on community development and housing needs and to provide citizens important program information as part of the planning process for the coming program year. At the public hearing the following information will be made available:

- The anticipated amount of the entitlement grant, program income, and other funds expected to be available during the program year;
- The range of activities that may be undertaken with CDBG funds;
- The estimated amount of those funds to be used for activities that will benefit low and moderate income persons;
- A description of CDBG activities likely to result in displacement, plans for minimizing such displacement, and the type and level of assistance that will be made available to persons displaced; and,
- The process to be followed in determining the use of CDBG funds, including the schedule of meetings at which the County's CDBG Office will recommend projects for funding, and when the County Court will adopt the Plan.

Second Public Hearing

Once drafted and before the Five-Year Consolidated Plan and/or Annual Action Plan is adopted, the document(s) will be made available to interested parties for a public comment period of no less than 30 days. A public meeting will be conducted during the 30-day comment period to gather comments on the proposed plan. A summary of these comments or views shall be attached to the final Consolidated Plan.

Consolidated Annual Performance and Evaluation Report (CAPER)

The CAPER describes the accomplishments achieved with federal funds during the previous year, including how funds were actually used and the extent to which these funds were used for activities that benefited low and moderate income residents. The fiscal year for expenditure of HUD funds begins October 1 and ends September 30 of the following year. This report will be submitted to HUD within 90 days of the close of the program year.

Before the Consolidated Annual Performance Report (CAPER) is submitted to HUD, it will be made available to interested parties for a comment period of no less than 15 days. Citizens will be notified of the CAPER's availability through notification in a newspaper of general circulation. The notification will be published on or before the day the CAPER comment period begins. Comments received from individuals and/or groups will be considered in the final document. A summary of the written comments and a summary of those not accepted and the reasons therefore will be included in the final CAPER.

Substantial Amendment Process

Williamson County will consider the following criteria as constituting a substantial change to the Consolidated Plan or Annual Action Plan thereby requiring an amendment:

- An activity and/or strategic priority added to or deleted from the Consolidated Plan and/ Annual Action Plan;
- A change in the purpose, scope, location, or beneficiaries of an activity previously described;
- A fifty (50) percent change in federal funding where the project is $25,000 or less, or
- A twenty-five (25) percent change in federal funding where the project is more than $25,000.

In the event of an amendment to the Consolidated Plan/Annual Action Plan, the proposed amended Consolidated Plan/Annual Action Plan will be made available to interested parties for a comment period of no less than 30 days. Citizens will be notified of the amendment through newspaper notification in a newspaper of general circulation. The notification will be published on or before the day the amendment comment period begins.

In the event of an amendment to the Citizen Participation Plan, the proposed amended Citizen Participation Plan will be made available to interested parties for a comment period of no less than 30 days. Citizens will be notified of the amendment through newspaper notification in a newspaper of general circulation. The notification will be published on or before the day the amendment comment period begins.

Citizens may register complaints regarding any aspect of the Community Development Block Grant (CDBG) Program by telephoning the County CDBG Office at (512) 943-3757 or by writing to the Williams County CDBG Office at 710 Main Street, Georgetown, TX 78626. All complaints received will be addressed within fifteen (15) working days.

Citizens wishing to object to HUD approval of the final Consolidated Plan/Annual Action Plan may send written objections to the HUD Area Office located at H.F. Garcia Federal Bldg/U.S. Courthouse 615 E. Houston Street, Suite 347 San Antonio, TX 78205. Objections should be made within thirty (30) days after Williamson County has submitted the plan to HUD. Objections made and submitted to HUD must be based on the following reasons:

- The applicant's description of needs and objectives is plainly inconsistent with available facts and data;
- The activities to be undertaken are plainly inappropriate to meeting the needs and objectives identified by the applicant;
- The application does not comply with the requirements of the Community Development Block Grant (CDBG) Program or other applicable laws; and/or
- The application proposed activities which are otherwise ineligible under the program regulations.

Objections should include both an identification of requirements not met and available facts and data.

Assessment of Fair Housing (AFH)

The Assessment of Fair Housing is a planning document prepared in accordance with HUD regulations at 24 CFR 91.105 and 24 CFR 5.150 through 5.166. This plan includes an analysis of fair housing data,

assesses fair housing issues and contributing factors, and identifies Williamson County's fair housing priorities and goals for affirmatively furthering fair housing.

The process for development of the AFH and the process for citizen participation for the AFH are the same as the processes for development and citizen participation for the Consolidated Plan, Action Plan, and their Substantial Amendments with regard to public hearings, public comment periods, and public notices, with the additional requirement that HUD-required data and other local data and information that the County intends to use in preparing its AFH will be made available to the public as soon as possible.

The Assessment of Fair Housing must be submitted to HUD at least 270 days prior to the beginning of the program year for which a new Consolidated Plan is due.

Revisions to Assessment of Fair Housing

The County shall amend and revise its approved Assessment of Fair Housing whenever one of the following situations occurs:

1. A material change occurs. A material change is a change in circumstances in Williamson County that affects the information on which the AFH is based, to the extent that the AFH analysis, its priorities and goals, and the fair housing contributing factors, no longer reflect actual circumstances. Examples of a material change may include:

- Significant demographic changes;
- New significant contributing factors in the jurisdiction that create, perpetuate, contribute to, or increase restrictions on fair housing choice or access to opportunity;
- Presidentially-declared disasters within the jurisdiction that are of such a nature as to significantly affect the County's efforts to affirmatively further fair housing;
- Civil rights findings, determinations, settlements (including Voluntary Compliance Agreements), or court orders.

2. Upon HUD's written notification specifying that a material change has occurred.

Whenever a Revision to the Assessment of Fair Housing is proposed, it will be available for public comment for a period of thirty (30) days before Commissioners Court approval, as applicable. A Revision to the Assessment of Fair Housing will not be implemented until the conclusion of the 30-day public comment period. A summary of all comments or views received during the comment period, will be attached to the Revision upon submission to HUD.

Citizen Access to Information

The Williamson County CDBG Office will provide full public access to program information and will make adequate information available to citizens. Program records are available for citizen review, upon written request to the Williamson County CDBG Office. Such documents include the following:

- Records of Public Hearings/Meetings

- All key public documents, including prior applications, letters of approval, grant agreements, the Consolidated Plan/Annual Action Plan, Citizen Participation Plan, CAPER, AFH and other documents and reports required by the U. S. Department of Housing and Urban Development
- Copies of the regulations and issuances governing the program(s)
- Documents regarding other aspects of the program such as contracting requirements, environmental procedures, fair housing and other equal opportunity requirements and relocation policies.

Williamson County will publish a Notice of Needs Assessment Hearing in a newspaper of general circulation, including the schedule of Public Needs Hearings and other meetings that may be sponsored by the County. Also, notices will be published announcing the availability for public view and comments of such documentation relating to the Consolidated Annual Performance Report (CAPER), the Citizen Participation Plan, the Five-Year Consolidated Plan and/or Annual Action Plan, all amendments to the Plan and use of CDBG funds and the Williamson County AFH document.

In addition, Williamson County will make available during published comment periods all public information related to the Five-Year Consolidated Plan and/or Annual Action Plan, CAPER, Citizen Participation Plan and AFH during regular working hours at the following locations, which are conveniently located for persons affected by the program as well as being accessible to the handicapped.

- Williamson County Court House, 710 Main Street, Georgetown, TX
- Georgetown Housing Authority, 210 West 18th Street, Georgetown, TX 78626
- Hutto City Hall, 401 West Front Street, Hutto, TX 78634
- Jarrell City Hall, 161 Town Center Blvd, Jarrell **,** TX 76537
- Granger City Hall, 214 East Davilla Street, Granger, TX 76530
- Granger Housing Authority, 500 North Commerce Street, Apt. 28, Granger, TX 76530
- Coupland City Hall, 403 FM 1466, Coupland, TX 78615
- Taylor City Hall, 400 Porter Street, Taylor, TX 76574
- Taylor Housing Authority, 309 Avery Drive, Taylor, TX 76574
- Cedar Park City Hall, 600 North Bell Boulevard, Cedar Park, TX 78613
- Georgetown City Hall, 113 East 8th Street, Georgetown, TX 78626
- Leander City Hall, 200 West Willis Street, Leander, TX 78646
- Liberty Hill City Hall, 2801 Ranch Road 1869, Liberty Hill, TX 78642
- Weir City Hall, 2205 South Main Street, Weir, TX 78674

Williamson County also offers, to all non-speaking English persons and upon written request, translated versions of all public documents and public hearing notices. Non-English speaking persons who desire translated public documents or public notices should formally request these items from the Williamson County CDBG Office during normal business hours.

Reasonable accommodations for people with disabilities and for non-English speaking populations will be made upon request and as appropriate. Call 512-943-3757 or write to the address below to request information, documents, records or accommodations.

Williamson County CDBG Office
710 Main Street, Ste 101
Georgetown TX 78626

Technical Assistance

Technical assistance may be requested in writing by appropriate neighborhood organizations, county-wide advisory groups, project area organizations, groups of low and moderate income persons and/or groups of residents of blighted neighborhoods/communities. This assistance may be requested for the purposes of adequately participating in planning, implementing and assessing the program; developing proposals; or in carrying out CDBG Program activities. The level and type of necessary assistance will be determined by Williamson County. If necessary, assistance will be provided by specialists selected by the County.

All written correspondence requesting technical assistance should be addressed to the Williamson County CDBG Office, 710 Main Street, Georgetown, TX 78626. All requests should specify the name of the group or organization as well as a contact person, the nature of technical assistance requested, immediate problems and the reason for the request.

Use of Alternate Projects

Williamson County will use Alternate Projects in the Annual Action Plans. If a funded project has cost savings, slows down or discovers a barrier to being completed, an alternate project from the current Annual Action Plan may be selected to continue the timely spending of grant funds. Consideration of any project that was not identified as an alternate will go through the approved substantial amendment process.

Alternate Projects contain the same level of information that funded projects contain in the Annual Action Plan to ensure appropriate review by the public. Project descriptions also include the maximum dollar amount the Commissioners Court will consider if funding becomes available. Approval by the Williamson County Commissioners Court will be necessary to replace a funded project with an alternate or to fund an alternate with cost savings from a completed project regardless of whether or not:

- The increase or decrease exceeds 50% change in federal funding where the project is $25,000 or less, or
- The increase of decrease exceeds 25% change in federal funding where the project is more than $25,000.

These actions will not require a substantial amendment since the alternate projects will have gone through a public review process.

Consideration of any project that was not identified as an alternate will go through the approved substantial amendment process.

Section 108 Loans

Applications for assistance filed by Williamson County for Section 108 loan guarantee assistance authorized under HUD regulation 24 CFR Part 570, Subpart M, are subject to all provisions set forth within this Citizen Participation Plan. Such applications for Section 108 loan guarantee may be included as part of the process for obtaining CDBG Entitlement funds, or may be undertaken separately anytime during the program year. The required public hearing to inform citizens of program requirements will be carried out by the Williamson County CDBG Office.

In the Event of a Disaster

In the event of a disaster or a declaration of emergency, the County's requirements under this Plan will be streamlined in accordance with any/all applicable HUD waivers, to include, but not limited to:

a) A 5-day public display and comment period
b) Applicable meetings, including public hearings, will be facilitated by the most feasible means at the time (ex. virtual or call-in meetings in lieu of public gatherings).

Commissioners Court - Regular Session **67.**

Meeting Date: 07/21/2020

FY20 CDBG Annual Action Plan

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on the Community Development Block Grant 2020 Action Plan.

Background

Williamson County has been awarded a Community Development Block Grant (CDBG) FY20 funding allocation of $1,596,257 to successfully support community development and affordable housing efforts for low and moderate-income areas throughout the County. This is a request for the approval of the 2020 Annual Action Plan which lists specific projects to be funded in 2020. The priorities listed in the Action Plan were approved by the Court on April 23, 2019 as a part of the program's 5-year Consolidated Plan.
The attached "2020 CDBG Projects" is for your review. Projects listed in this document are included in the FY20 Annual Action Plan.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2020 Action Plan

2020 CDBG Projects

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 08:03 AM
Form Started By: Sally Bardwell		Started On: 07/15/2020 04:24 PM
Final Approval Date: 07/16/2020		

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Williamson County is a federal entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. The County is required to prepare an Annual Action Plan to implement its federal CDBG program. The program funding allocation of $1,596,257 is to be used to successfully support community development and affordable housing efforts in low and moderate income areas throughout the County.

The Williamson County consortium consists of ten participating cities and the unincorporated areas of county. The participating cities included Cedar Park, Coupland, Georgetown, Granger, Hutto, Jarrell, Leander, Liberty Hill, Taylor and Weir.

Williamson County's current Five-Year Consolidated Plan covers 2019-2023. Williamson County CDBG 2020-2021 Annual Action Plan covers the period from October 1, 2020 to September 30, 2021 and is the second Annual Action Plan for the five year period.

The county will allocate $115,400 (7.2%) to program administration and oversight and $155,000 (9.7%) to social services. The remaining funds will be allocated to infrastructure and public facilities. All projects are a high priority as identified in the current Consolidated Plan.

- Hope Alliance-Shelter Repair $22,134
- Granger-Water System Improvements $373,925
- Habitat for Humanity-Site Design 21st Street $133,500
- Georgetown-21st Street Infrastructure/Habitat $97,000
- Jarrell-Water System Improvements $355,520
- Dickey Museum-Museum Renovations $147,280
- Granger Housing Authority-Housing Repair/Weatherization $46,498
- Georgetown-Home Repair Program $75,000
- Habitat for Humanity-Home Repair Program $75,000
- Hutto Resource Center-Social Service/Food Pantry $20,000
- Helping Hands of Georgetown-Social Service/Food Pantry $20,000
- Hope Alliance-Social Service/Transitional Housing $35,000
- Bluebonnet Trails-Social Service/Housing First $50,000
- Interagency Support Council-Social Service/Mental Health Assistance $30,000
- Administration-Program Administration and Oversight $115,400

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The funded projects were selected to address one or more of the following performance objectives:

- Provide Decent Affordable Housing
- Create Suitable Living Environments
- Create Economic Opportunities

Projects will address one or more of the following performance outcomes:

- Improve Availability/Accessibility
- Improve Affordability
- Improve Sustainability

Project selection is guided by the 2019-2023 funding priorities:

Public Facility and Infrastructure Improvements

- Fund non-housing community development proposals that eliminate a threat to public health and safety to include water/sewer projects, drainage projects, sidewalks, and street improvements.
- Fund public facility improvements that benefit low income households and persons, and persons with special needs to include senior centers, neighborhood facilities, youth centers, homeless facilities, childcare centers, parks and recreational facilities.

Increase Access to Affordable Housing

- Fund activities that expand the supply and improve the condition of housing affordable to lower income households.
- Fund activities that leverage other public and private resources such as Low Income Housing Tax Credit (LIHTC) projects.
- Extend the useful life of existing affordable housing through weatherization, repair, and rehabilitation programs.

Decrease Homelessness

- Provide funds to support shelter operations and transitional housing.
- Provide funding to increase permanent supportive housing opportunities and work to create a stronger network of providers of supportive and mainstream services to homeless clients.

Public Services

- Fund projects that provide supportive services to low- and moderate-income household as well as persons with special needs.
- Support efforts to develop a regional social service collaborative to coordinate the work of social service organizations, disseminate information, and eliminate duplication of effort.

Affirmatively Further Fair Housing

- Support improved access to community resources.
- Continue to operate in compliance with protected class definitions found in federal regulations.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The Williamson County CDBG Program identified priorities and needs during the 2019-2023 Consolidated Planning Process, which is utilized in identifying projects to be funded. The Williamson County CDBG program is currently utilizing funds allocated to projects that are in line with current priorities. These projects are monitored as they are being implemented as to ensure progress and eligible spending.

The county did not meet the required timeliness ratio in August 2019 as mandated by HUD. However, the county anticipates meeting the required ratio in 2020.

A summary of past performance is reported in the attached document “Past Performance Evaluation”. Information was taken from the county’s most recently completed Consolidated Annual Performance Evaluation Report for fiscal year 2018 and submitted to HUD.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The CDBG citizen participation plan indicates that all federal regulations regarding public comment periods and participation will be followed by the Williamson County CDBG Office. The CDBG Office encourages the public to review documents concerning the CDBG program and provide feedback when desired and needed. Representatives of participating cities, County Commissioners, and other

stakeholders were notified of funding and information was posted on the Williamson County web site at www.wilco.org. Notification was also posted in local newspapers. Notices were published in both English and Spanish. A public hearing was held on March 17, 2020 to gather input regarding the CDBG program and potential projects.

Project funding was approved by the Williamson County Commissioners' Court on July 21, 2020. The FY20 Annual Action Plan was made available for public comment July 24, 2020-August 2, 2020 on the Williamson County website. An announcement of the comment period was published in local newspapers and on the County website. The final draft, along with any public comments was presented to the Williamson County Commissioners Court on August 4, 2020.

Williamson County amended their Citizen Participation Plan to include policies for citizen participation during emergencies and disasters.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No comments were received during the process.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments received are considered and accepted.

7. Summary

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	WILLIAMSON COUNTY	Community Development

Table 1 – Responsible Agencies

Narrative (optional)

Williamson County is the lead agency for the CDBG program. CDBG FY20 application process was made available online.

Consolidated Plan Public Contact Information

Sally Bardwell

Community Development Administrator

710 Main Street

Georgetown TX 78626

512-943-3757

sbardwell@wilco.org

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The Williamson County CDBG Office is the lead agency in implementing the Annual Plan.The CDBG Administrator works closely with local social service agencies and other county agencies and committees to meet the needs of LMI residents. County officials were also notified of the funding allocation.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

Williamson County is a member of the Analysis of Impediments to Fair Housing Regional Working Group. The group meets with other local non-profits and social service agencies to discuss the needs of homeless and those at-risk of becoming homeless. The goals of this group are to form a homeless coalition and attempt to find resources to fill the gaps within the community regarding homeless and at-risk homeless. Agencies include food pantries, mental health agencies, neighboring local units of government, housing agencies, local and neighboring housing authorities, local not for profit health clinics, and Texas Homeless Network staff.

Currently, the County does not have projects that generate lead based paint concerns. If such an activity should be presented to the County, an appropriate policy would be developed. Calls from residents regarding affordable housing options are directed to the local public housing authorities in Austin, Georgetown, Taylor, Granger and Round Rock. Those looking for assistance are also encouraged to contact the Capital Area Housing Finance Corporation to discuss affordable housing options and home buyers assistance.

Williamson County has a community resources website that allows people to search online for needed resources such as health care, mental health services, housing, food, and other community resources. The Williamson County Community Resources website is designed to empower residents with information about resources in the area so that they can connect with available services. The site is www.wilco.org/communityresources.

At this time, the county does not coordinate with corrections programs and institutions.

All agency types are encouraged to participate in the Williamson County CDBG program.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The County does not receive ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	City of Cedar Park
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 17, 2020. Research via web. Continued outreach/networking.
2	**Agency/Group/Organization**	City of Coupland
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 17, 2020. Research via web. Continued outreach/networking.
3	**Agency/Group/Organization**	City of Georgetown
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 17, 2020. Research via web. Continued outreach/networking.
4	**Agency/Group/Organization**	Granger
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 17, 2020. Research via web. Continued outreach/networking.
5	**Agency/Group/Organization**	City of Hutto
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 17, 2020. Research via web. Continued outreach/networking.
6	**Agency/Group/Organization**	City of Jarrell
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 17, 2020. Research via web. Continued outreach/networking.
7	**Agency/Group/Organization**	City of Leander
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 17, 2020. Research via web. Continued outreach/networking.
8	**Agency/Group/Organization**	City of Liberty Hill
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 17, 2020. Research via web. Continued outreach/networking.
9	**Agency/Group/Organization**	City of Taylor
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 17, 2020. Research via web. Continued outreach/networking.
10	**Agency/Group/Organization**	City of Weir
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 17, 2020. Research via web. Continued outreach/networking.
11	**Agency/Group/Organization**	Taylor Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 17, 2020. Research via web. Continued outreach/networking.
12	**Agency/Group/Organization**	Granger Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 17, 2020. Research via web. Continued outreach/networking.
13	**Agency/Group/Organization**	Georgetown Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 17, 2020. Research via web. Continued outreach/networking.
14	**Agency/Group/Organization**	WILLIAMSON COUNTY CRISIS CENTER D/B/A HOPE ALLIANCE
	Agency/Group/Organization Type	Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 17, 2020. Research via web. Continued outreach/networking.
15	**Agency/Group/Organization**	Habitat for Humanity of Williamson County
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 17, 2020. Research via web. Continued outreach/networking.

16	**Agency/Group/Organization**	BLUEBONNET TRAILS COMM. MHMR
	Agency/Group/Organization Type	Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 17, 2020. Research via web. Continued outreach/networking.
17	**Agency/Group/Organization**	Interagency Support Council of Easter Williamson County
	Agency/Group/Organization Type	mental health
	What section of the Plan was addressed by Consultation?	mental health
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 17, 2020. Research via web. Continued outreach/networking.
18	**Agency/Group/Organization**	Williamson County Commissioners Court
	Agency/Group/Organization Type	Other government - County

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs HOPWA Strategy Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 17, 2020. Research via web. Continued outreach/networking.
19	**Agency/Group/Organization**	Blackshear/O.L. Price Ex-Student Association
	Agency/Group/Organization Type	Services-Education Regional organization
	What section of the Plan was addressed by Consultation?	public facilities
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 17, 2020. Research via web. Continued outreach/networking.

Identify any Agency Types not consulted and provide rationale for not consulting

All entities were considered for consultation.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Central Texas Region units of government, including Williamson County	Barriers to affordable housing opportunities.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The CDBG citizen participation plan indicates that all federal regulations regarding public comment periods and participation will be followed by the Williamson County CDBG Office. The CDBG Office encourages the public to review documents concerning the CDBG program and provide feedback when desired and needed. Representatives of participating cities, County Commissioners, and other stakeholders were notified of funding and information was posted on the Williamson County web site at www.wilco.org. Notification was also posted in local newspapers. Notices were published in both English and Spanish. A public hearing was held on March 17, 2020 to gather input regarding the CDBG program and potential projects.

Participating cities and agencies are encouraged to submit applications to the Williamson County CDBG office for projects that meet the priorities and goals outlined in the Consolidated Plan. Project applications are determined via the use of comprehensive plans, public input and/or city staff/management. During the planning process, cities may hold public input meetings as well post information for review by the public. County Commissioners receive input from constituents and discuss potential projects with the CDBG Administrator. The CDBG Administrator guides potential applicants in the application process and is available to meet to discuss processes, projects and funding.

The project proposal was approved by the Williamson County Commissioners Court on July 21, 2020. Annual Action Plan was made available for public comment at www.wilco.org/cdbg. No comments were received.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community	No comments received.	No comments received.	No comments received.	
2	Newspaper Ad	Non-targeted/broad community	No comments received.	No comments received.	No comments received.	
3	Internet Outreach	Non-targeted/broad community	No comments received.	No comments received.	No comments received.	
4	Posting at Public Housing and Local Government Offices	Non-targeted/broad community	No comments received.	No comments received.	No comments received.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Williamson County was awarded $1,596,257. The level of annual funding is expected to remain similar for the remainder of the Five Year Consolidated Plan.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,596,257	0	0	1,596,257	4,788,771	This is an estimated allocation based on historical allocations. The expected amount for the remainder of the Con Plan assumes the same allocation in each subsequent year.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how

matching requirements will be satisfied

The nonprofit organizations funded have additional financial capacity through foundations and fundraising campaigns. Federal funds provide these organizations with the opportunity to expand their services to benefit more low- and moderate-income persons.

There are no federal or local matching requirements for the CDBG grant. However, the county encourages projects to provide match funds if available.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Williamson County does not intend to utilize publicly owned land or property to address the needs identified in this plan.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Rehabilitation	2019	2023	Affordable Housing Public Housing	City of Georgetown City of Granger CDBG Participating Cities + Unincorporated Areas of County	Increase Access to Affordable Housing	CDBG: $196,498	Rental units rehabilitated: 10 Household Housing Unit Homeowner Housing Rehabilitated: 25 Household Housing Unit
2	Provide housing/services to the homeless/at risk	2019	2023	Non-Housing Community Development	Countywide	Decrease Homelessness	CDBG: $85,000	Public service activities other than Low/Moderate Income Housing Benefit: 150 Persons Assisted Homelessness Prevention: 20 Persons Assisted
3	Improve public facilities	2019	2023	Non-Housing Community Development	City of Granger City of Taylor CDBG Participating Cities + Unincorporated Areas of County	Public Facilities and Infrastructure Improvements	CDBG: $898,859	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 6550 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Provide public services	2019	2023	Non-Homeless Special Needs Non-Housing Community Development	Countywide City of Georgetown	Public Services	CDBG: $70,000	Public service activities other than Low/Moderate Income Housing Benefit: 250 Persons Assisted
5	Home-ownership Assistance	2019	2023	Affordable Housing	City of Georgetown	Increase Access to Affordable Housing	CDBG: $230,500	Homeowner Housing Added: 12 Household Housing Unit
6	Planning and Administration	2019	2023	Administration and Planning	CDBG Participating Cities + Unincorporated Areas of County	Planning and Administration and Fair Housing	CDBG: $115,400	Other: 1 Other

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Housing Rehabilitation
	Goal Description	Provide assistance to homeowners for rehabilitation of existing structures to improve and maintain the quality of the affordable housing stock. Granger Housing Authority $46,498 City of Georgetown Home Repair $75,000 Habitat for Humanity Home Repair $75,000

2	**Goal Name**	Provide housing/services to the homeless/at risk
	Goal Description	Provide support for facilities and services that are targeted at those experiencing homelessness and/or are unstably housed. Williamson County Crisis Center $35,000 Bluebonnet Trails Community MHMR $50,000
3	**Goal Name**	Improve public facilities
	Goal Description	Improvements to public facilities and infrastructure and facilities that deliver public services. Public facilities include those that serve youth/children, abused and neglected children, seniors, persons with disabilities and other vulnerable populations. Williamson County Crisis Center $22,134 Granger Water System Improvments $373,925 Jarrell Water System Improvements $355,520 Taylor Dickey Museum and Multipurpose Center $147,280
4	**Goal Name**	Provide public services
	Goal Description	Delivery of public services for seniors, persons with disabilities, youth, victims of domestic violence, abused and neglected children as well as childcare services, health and mental health services, transportation, non-homeless special needs and employment training. Hutto Resource Center $20,000 Helping Hands of Georgetown $20,000 Interagency Support Council $30,000

5	**Goal Name**	Home-ownership Assistance
	Goal Description	Increase access to affordable housing. Habitat for Humanity 21st Street $133,500 Georgetown 21st Street $97,000
6	**Goal Name**	Planning and Administration
	Goal Description	Administrative and planning costs to operate the CDBG program successfully.

Projects

AP-35 Projects – 91.220(d)

Introduction

The following table provides the names of the projects funded for FY 2020 utilizing CDBG funds. If a funded project has cost savings, slows down or discovers a barrier to being completed, an alternate project from the current Annual Action Plan may be selected to continue the timely spending of grant funds. Please refer to the Appendix for a list and description of alternate projects.

Williamson County was awarded $1,596,257 in FY20.

Projects

#	Project Name
2	Granger Wastewater/Colorado Street 2018
5	Taylor Dickey Museum and Multipurpose Center
6	Granger Housing Authority Rehab
7	City of Georgetown Home Repair Program
8	Habitat for Humanity of Williamson County/Homeowner Rehab
12	Bluebonnet Trails Community MHMR Center/Social Service

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities were based upon the Needs Assessment undertaken as part of the planning process and demand for projects and services in the past. The primary obstacle to addressing underserved needs is the limited resources available to address such needs throughout the County. The County encourages CDBG applicants to seek other resources from other public and private entities in an effort to leverage the limited amount of CDBG funds available.

Projects descriptions and specific allocations are found in the appendices of this document.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Granger Wastewater/Colorado Street 2018
	Target Area	City of Granger
	Goals Supported	Improve public facilities
	Needs Addressed	Public Facilities and Infrastructure Improvements
	Funding	CDBG: $373,925
	Description	Replacement of existing 8 inch clay wastewater line with new PVC wastewater line and associated manholes. Project to include the repair of asphalt streets and concrete sidewalks and will take place on Colorado Street south of FM917 to East Mesquite, Colorado Street north of FM971 to East Ash, east on East Ash Street to North Alligator Road, north on Mustang Street from East Ash Street to before East Walnut. Project is in Granger, TX.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Project is area based and expected to assist 878 people.
	Location Description	Granger TX
	Planned Activities	Project to include 35 isolation water valves to reduce the need to shut down the city's water supply due to maintenance/repair efforts. (funded in FY18 $55,400)
2	**Project Name**	Taylor Dickey Museum and Multipurpose Center
	Target Area	City of Taylor
	Goals Supported	Improve public facilities
	Needs Addressed	Public Facilities and Infrastructure Improvements
	Funding	CDBG: $147,280
	Description	Rehabilitation of the Dr. James Lee Dickey House located at 500 Burkett Street in Taylor, TX. Project includes building and foundation repairs, asbestos and lead paint testing and abatement, air testing, concrete walks and ramps (Funded in FY17 in the amount of $109,160). FY19 funding will be used to complete the exterior restoration of the building.
	Target Date	9/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	Project is an areas based project. Assist approximately 4755 people.
	Location Description	Project is located in at 500 Burkett Street Taylor Tx.
	Planned Activities	Rehabilitation of the Dr. James Lee Dickey House located at 500 Burkett Street in Taylor, TX. Working with Dickey House Architect Raymond Powell and Phoenix 1 Restoration/ Construction Co. to rehabilitate existing building to its original condition in accordance with the Secretary of Interior Standards SOI) and guidelines for historic buildings as required by Federal Law. Project includes building and foundation repairs, asbestos and lead paint testing and abatement, air testing, concrete walks and ramps.
3	**Project Name**	Granger Housing Authority Rehab
	Target Area	City of Granger
	Goals Supported	Housing Rehabilitation
	Needs Addressed	Public Facilities and Infrastructure Improvements
	Funding	CDBG: $46,498
	Description	Weatherization through window replacement in approximately 16 units.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Project will assist approximately 20 low income individuals/10 households.
	Location Description	Granger Housing Authority
	Planned Activities	Weatherization through window replacement in approximately 10 units.
4	**Project Name**	City of Georgetown Home Repair Program
	Target Area	City of Georgetown
	Goals Supported	Housing Rehabilitation
	Needs Addressed	Increase Access to Affordable Housing
	Funding	CDBG: $75,000

	Description	Project will assist approximately fifteen eligible homeowners who are in need of home repairs within Georgetown city limits. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Projec to assist approximately 15-20 low income households.
	Location Description	Project will be in Georgetown TX.
	Planned Activities	Project will assist approximately fifteen eligible homeowners who are in need of home repairs within Georgetown city limits. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.
5	**Project Name**	Habitat for Humanity of Williamson County/Homeowner Rehab
	Target Area	CDBG Participating Cities + Unincorporated Areas of County
	Goals Supported	Housing Rehabilitation
	Needs Addressed	Increase Access to Affordable Housing
	Funding	CDBG: $75,000
	Description	Project will assist approximately ten eligible homeowners who are in need of home repairs within CDBG participating cities or the unincorporated areas of the County. Homeowners will meet CDBG defined income qualifications. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.
	Target Date	9/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	Project will assist approximately 10 low income households.
	Location Description	CDBG participating cities or unincorporated areas of the county.
	Planned Activities	Project will assist approximately ten eligible homeowners who are in need of home repairs within CDBG participating cities or the unincorporated areas of the County. Homeowners will meet CDBG defined income qualifications. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.
6	**Project Name**	Bluebonnet Trails Community MHMR Center/Social Service
	Target Area	Countywide
	Goals Supported	Provide housing/services to the homeless/at risk
	Needs Addressed	Decrease Homelessness
	Funding	CDBG: $50,000
	Description	Provide Housing First services that assist people in securing permanent housing and achieve housing stability, without preconditions or barriers as a prerequisite for housing. Focus will be on the housing needs of people that are homeless by connecting with local housing authorities, applying for Section 8 or Section 811, finding available rental units and negotiating with property managers. Housing First will also help individuals access employment, psychiatric and primary healthcare, veteran and peer support services, access community resources and apply for Social Security benefits and other benefits such as Supplemental Nutrition Assistance Program (SNAP), as needed.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Project will assist approximately 20 low income individuals. Clients are homeless or near homeless.
	Location Description	CDBG participating cities and unincorporated areas of the county.

	Planned Activities	Provide Housing First services that assist people in securing permanent housing and achieve housing stability, without preconditions or barriers as a prerequisite for housing. Focus will be on the housing needs of people that are homeless by connecting with local housing authorities, applying for Section 8 or Section 811, finding available rental units and negotiating with property managers. Housing First will also help individuals access employment, psychiatric and primary healthcare, veteran and peer support services, access community resources and apply for Social Security benefits and other benefits such as Supplemental Nutrition Assistance Program (SNAP), as needed.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Projects are determined by the area low mod percent or by individual assistance. Projects will be located in Granger, Georgetown, Jarrell, Taylor, Hutto, and in the unincorporated areas of the county.

Distribution is as follows:

Granger 26.3%

Georgetown 20.3%

Jarrell 22.2%

Taylor 9.2%

Hutto 1.2%

Countywide 13.2%

Administration 7.2%

Geographic Distribution

Target Area	Percentage of Funds
Countywide	13
City of Leander	0
City of Georgetown	20
City of Granger	26
City of Taylor	9
CDBG Participating Cities + Unincorporated Areas of County	31

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Williamson County will use CDBG funds throughout the jurisdiction to serve low and moderate-income persons and households. The county does not prioritize allocations geographically, but rather based on need. All projects either serve low-mod income individuals, households or areas based on census tract

data or survey.

Discussion

Williamson County does not have identified designated target areas for the FY20 Action Plan.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The county will use FY20 CDBG funds to assist with the Georgetown Home Repair Program and the Habitat for Humanity Home Repair program. Funds will also be used to improve the Granger Housing Authority the Hope Alliance Domestic Violence Shelter. In addition, Habitat for Humanity and Georgetown will partner to create 6-12 affordable homes in the 21st Street area of Georgetown.

Bluebonnet Trails and Hope Alliance will manage two housing assistance programs.

Projects to be funded as follows:

Georgetow Home Repair $75,000

Habitat Home Repair $75,000

Granger Housing Authority $46,498

Hope Alliance $22,134

Georgetown/Habitat $230,500

Bluebonnet Trails/Social Service $50,000

Hope Alliance/Social Service $35,000

One Year Goals for the Number of Households to be Supported	
Homeless	20
Non-Homeless	41
Special-Needs	507
Total	568

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	6
Rehab of Existing Units	41
Acquisition of Existing Units	0
Total	47

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Project outcomes are as follows:

Georgetow Home Repair 15 households

Habitat Home Repair 10 households

Granger Housing Authority 10 households/units

Hope Alliance 357 individuals served at shelter

Georgetown/Habitat 6-12 new homes

Bluebonnet Trails/Social Service 20 homeless indivuals

Hope Alliance/Social Service 150 victims of domestic violence

AP-60 Public Housing – 91.220(h)

Introduction

Low-income residents largely depend on local housing authorities for access to affordable housing and related services. The purpose of public housing authorities (PHA) is to ensure safe, decent, affordable housing and to create opportunities for resident's self-sufficiency and economic independence.

The Georgetown Public Housing Authority manages Shady Oaks Apartments and Stonehaven Apartments. The Shady Oaks Apartments are Section 8 and offer 60 duplex apartments to qualified residents. The Stonehaven Apartments are public housing and offer 158 housing units to qualified residents. The Georgetown Housing Authority also manages a Section 8 (Housing Choice Voucher) program.

The Taylor Housing Authority owns and manages the Mary Olson property and the Avery property. These properties are public housing facilities and offer 46 units and 70 units respectively. The Taylor Housing Authority also administers a Section 8 Housing Choice Voucher program that assists approximately 142 families. The Voucher program is a rental subsidy program where families choose where they want to live (based on certain stipulations) and the rental subsidy is paid to the landlord.

The Granger Housing Authority operates and manages 26 units available to qualified residents.

As public housing facilities age, investment are needed to maintain and improve the buildings and units to preserve and maintain safe, decent, affordable housing for the County's most vulnerable residents. This section discusses actions taken to address the needs of public housing residents and the units in which they reside.

Actions planned during the next year to address the needs to public housing

During FY 2020, Williamson County will fund the following:

- Funding to Granger Housing Authority ($46,498) to weatherize 10 units through window replacement. Units are 2-3 bedroom units and will serve low-mod income families.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Georgetown Housing Authority (GHA) offers various services to residents in an effort to improve their living environment. Services include classes and activities for families such as nutrition and health classes; exercise groups; medical, hearing and prescription medicine screenings; defensive driving; financial literacy as well as classes about protection from identity fraud/theft. Computer labs and tutors

are available to residents for job search activities, resume building, and personal use.

GHA offers the Family Self-Sufficiency (FSS) Program, a HUD program that encourages communities to develop local strategies to help families obtain employment that will lead to economic independence and self-sufficiency. In partnership with welfare agencies, schools, businesses, and other local partners, GHA has developed a comprehensive program that gives participating FSS family members the skills and experience to assist them in obtaining employment that pays a living wage and focus on self-sufficiency.

The Resident Opportunities and Self-Sufficiency (ROSS) program is another essential service provided through GHA. This program allows residents to receive one-on-one assistance and support from a ROSS Coordinator to identify goals and current needs and to find free or low-cost resources to assist residents in achieving their goals.

The Taylor Housing Autorhity was awarded $100,000 in FY16 CDBG funds for their Home Ownership Program to assist income eligible families with purchasing a home. The down payment assistance available to families was increased in an effort to make home purchases affordable to income qualified households.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

None of the PHAs in Williamson County are designated as troubled.

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The following section outlines Williamson County's goals and actions for the year in ending homelessness.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Williamson County will fund FY20 CDBG funds to Bluebonnet Trails ($50,000). The project will provide Housing First services that assist people in securing permanent housing and achieve housing stability, without preconditions or barriers as a prerequisite for housing. Focus will be on the housing needs of people that are homeless by connecting with local housing authorities, applying for Section 8 or Section 811, finding available rental units and negotiating with property managers. Housing First will also help individuals access employment, psychiatric and primary healthcare, veteran and peer support services, access community resources and apply for Social Security benefits and other benefits such as Supplemental Nutrition Assistance Program (SNAP), as needed. Project anticipates assisting 20 homeless individuals.

The County will also fund Hope Alliance ($35,000). The project will offer financial assistance to survivors of domestic violence participating in other life-saving services offered by Hope Alliance. Assistance would be provided in the form of monies paid directly to landlords and utility companies. Financial assistance would be provided for items such as deposits, rent, and utilities.

This assistance will allow survivors to remain in their current safe housing or obtain new housing after fleeing from unsafe, abusive, and violent environments. Project anticipated to assist 150 victims of domestic violence.

The County participated in the Central Texas Fair Housing consortium. The full report can be found at https://www.wilco.org/cdbg.

The Central Texas Fair Housing consortium developed a regional Analysis of impediments to Fair Housing. The Analysis of Impediments to Fair Housing Choice, or AI, is a planning process for local governments and public housing agencies (PHAs) to take meaningful actions to overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination. This study was conducted for the Central Texas Region in

2018 and 2019 as a joint effort among the following entities:

- The City of Austin
- The Housing Authority of the City of Austin
- The Georgetown Housing Authority
- The City of Pflugerville
- The City of Round Rock
- The Round Rock Housing Authority
- The Taylor Housing Authority
- Travis County
- The Housing Authority of Travis County
- Williamson County

Addressing the emergency shelter and transitional housing needs of homeless persons

Because Williamson County will be funding wraparound social services offered by service providers working with persons experiencing homelessness, the service providers are able to leverage their resources to provide emergency shelter to help meet the housing needs of homeless persons. Williamson County has allocated to the following social services; $20,000 Hutto Resource Center Food Pantry, $20,000 Helping Hands of Georgetown Food Pantry, $30,000 to Interagency Support Council of Eastern Williamson County, $35,000 to Williamson County Crisis Center dba Hope Alliance, and $50,000 to Bluebonnet Trails Community MHMR Center. Williamson County is not directly increasing the number of emergency shelter beds but rather is funding the supportive services utilized by persons accessing emergency and transitional housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Williamson County will fund FY20 CDBG funds to Bluebonnet Trails ($50,000). The project will provide Housing First services that assist people in securing permanent housing and achieve housing stability, without preconditions or barriers as a prerequisite for housing. Focus will be on the housing needs of people that are homeless by connecting with local housing authorities, applying for Section 8 or Section 811, finding available rental units and negotiating with property managers. Housing First will also help individuals access employment, psychiatric and primary healthcare, veteran and peer support services, access community resources and apply for Social Security benefits and other benefits such as Supplemental Nutrition Assistance Program (SNAP), as needed. Project anticipates assisting 20 homeless

individuals.

The County will also fund Hope Alliance ($35,000). The project will offer financial assistance to survivors of domestic violence participating in other life-saving services offered by Hope Alliance. Assistance would be provided in the form of monies paid directly to landlords and utility companies. Financial assistance would be provided for items such as deposits, rent, and utilities.

This assistance will allow survivors to remain in their current safe housing or obtain new housing after fleeing from unsafe, abusive, and violent environments. Project anticipated to assist 150 victims of domestic violence.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Because Williamson County will be funding wraparound social services offered by service providers working with persons experiencing homelessness, the service providers are able to leverage their resources to provide emergency shelter to help meet the housing needs of homeless persons. Williamson County has allocated to the following social services; $20,000 Hutto Resource Center Food Pantry, $20,000 Helping Hands of Georgetown Food Pantry, $30,000 to Interagency Support Council of Eastern Williamson County, $35,000 to Williamson County Crisis Center dba Hope Alliance, and $50,000 to Bluebonnet Trails Community MHMR Center. Williamson County is not directly increasing the number of emergency shelter beds but rather is funding the supportive services utilized by persons accessing emergency and transitional housing.

Discussion

The CDBG Program Adminstrator participates in the Williamson County Homeless Coalition. The coalition is made up of local organizations who assist the homeless. The group is meeting to discuss how better to address the homeless population in Williamson County.

The Balance of State CoC works to ensure that homeless individuals make the transition to permanent housing and independent living, is prioritizing safe and stable housing and making affordable housing options more accessible to homeless individuals. Many homeless that struggle to transition into permanent housing and independent living suffer from mental illness and substance addiction. Recent trends through the Homeless Prevention and Rapid Re-housing program and Housing First model

prioritize placing homeless individuals and families in permanent housing quickly, and then linking them to supportive services in the community. Williamson County continues to support local organizations, such as the Georgetown Project to assist homeless youth with transitional and permanent housing. This is done through Williamson County Juvenile Services.

Williamson Burnet County Oppotunities (WBCO) provides services such emergency assistance, headstart, case management to transition out of poverty, adult education program for job skills, and rapid re-housing program.

Wiliamson County Mobile Outreach Team assists local law enforcement with individuals who are in a crisis. They work with health-care facilities, mental health facilities, corrections programs and institutions to ensure that individuals obtain the care they need. They also provide medications and temporary housing as needed and as funds allow.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

This section describes some of the primary challenges to development of affordable housing.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Habitat for Humanity (Habitat) is the only nonprofit housing developer in Williamson County. Habitat must look for low-cost land as high taxes and insurance make much of the land cost prohibitive. Even with Homestead caps, valuations are increasing and hurting mortgage affordability while low-cost land is increasingly difficult to find. It is a priority of Williamson County to acquire land for affordable housing. Stakeholders discussed that development and zoning ordinances make it difficult to develop affordable housing units.

The City of Georgetown and Habitat for Humanity are partnering together to develop 6-12 workforce units located on West 21st Street in Georgetown TX.

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

Actions planned to address obstacles to meeting underserved needs

The primary impediment to Williamson County's ability to meet underserved needs is limited availability of funding to address identified priorities; the need exceeds the availability of resources. The County will continue to seek public and private resources to leverage its entitlement funds in assisting with implementation of policies and programs.

Actions planned to foster and maintain affordable housing

Williamson County is committed to fostering and maintaining affordable housing. FY20 CDBG funds have been awarded to following projects to improve or create additional affordable housing:

Granger Water System Improvements $373,925

Project to include 35 isolation water valves to reduce the need to shut down the city's water supply due to maintenance/repair efforts.

Habitat for Humanity/Georgetown 21st Street Project $230,500

Site development engineering, infrastructure and architectural design and construction documents for the development of 6-12 for sale workforce units developed at 502 W. 21st Street, Georgetown TX.

Jarrell Water System Improvements $355,520

Installation of approximately 2400 feet of 12" water line including valves, fittings and fire hydrants. Work to be completed on East Avenue A, between North 2nd Street and North 10th Street in Jarrell TX.

Granger Housing Authority Rehab $46,498

Weatherization through window replacement in approximately 10 units that are 2-3 bedrooms.

City of Georgetown Home Repair Program $75,000

Project will assist approximately fifteen eligible homeowners who are in need of home repairs within Georgetown city limits. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing,

electrical), accessibility and/or safety.

Habitat for Humanity of Williamson County Home Repair Program $75,000

Project will assist approximately ten eligible homeowners who are in need of home repairs within CDBG participating cities or the unincorporated areas of the County. Homeowners will meet CDBG defined income qualifications. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.

Actions planned to reduce lead-based paint hazards

Williamson County will continue to support the efforts of the Williamson County and Cities Health Districts to address lead based paint (LBP) hazards. The County will also continue to notify CDBG sub-recipients of LBP requirements and ensure compliance with CDBG requirements.

Williamson County's CDBG policies and procedures comply with the federal lead-based paint regulations at 24 CFR Part 35.

In accordance with lead-based paint requirements, the County will incorporate the following factors to refine and narrow the communities that are at highest risk with lead-based paint hazards as related to housing rehabilitation activities:

- Age of housing (pre-1978 housing units)
- Condition of housing
- Tenure and poverty levels
- Presence of young children
- Presence of lead poisoning cases

All contractors, sub-recipients, and other community partners are advised of the lead-based paint regulations. Additionally, the County's CDBG Office will continue to distribute information and literature

on lead hazards to households who may be at risk of exposure.

Actions planned to reduce the number of poverty-level families

Williamson County will fund FY20 CDBG funds to Bluebonnet Trails ($50,000). The project will provide Housing First services that assist people in securing permanent housing and achieve housing stability, without preconditions or barriers as a prerequisite for housing. Focus will be on the housing needs of people that are homeless by connecting with local housing authorities, applying for Section 8 or Section 811, finding available rental units and negotiating with property managers. Housing First will also help individuals access employment, psychiatric and primary healthcare, veteran and peer support services, access community resources and apply for Social Security benefits and other benefits such as Supplemental Nutrition Assistance Program (SNAP), as needed. Project anticipates assisting 20 homeless individuals.

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This assistance will allow survivors to remain in their current safe housing or obtain new housing after fleeing from unsafe, abusive, and violent environments. Project anticipated to assist 150 victims of domestic violence.

Actions planned to develop institutional structure

Because Williamson County has relationships with public housing authorities and agencies such as Habitat for Humanity and Hope Alliance, there are opportunities for continued dialogue and support for advancement of institutional structure. Additionally, as a sub-recipient of CDBG funds, the receiving entities must maintain a high level of reporting which requires a strong institutional structure. Williamson County will provide technical assistance as needed to ensure that sub-recipients are in compliance with CDBG regulations.

Actions planned to enhance coordination between public and private housing and social service agencies

Williamson County will continue to support and encourage efforts of the four public housing authorities and agencies such as Habitat for Humanity to collaborate to increase and preserve the number of affordable housing units. Williamson County will also encourage public housing authorities to offer services to residents in financial literacy and planning and to encourage residents to participate in

programs designed to increase self-sufficiency.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Past Performance and Evaluation as Reported in the FY18 CAPER

City of Weir Community Center
Activity 86
Accomplishments: Engineering for this project is complete. Original bids came in over budget. Project will rebid December 19, 2019. Once a contract is awarded, the project will take approximately 5-6 months for completion.
FY17 $315,000
FY18 $292,700
CDBG Funds Utilized to Date: $62,748
Census Tract 216.02 (Block Group 1)
Percent Low-Mod: 46.34%
Percent Minority: 25.3%

City of Taylor Water/Wastewater and Street Reconstruction
Activity 88
Accomplishments: Construction on West 3rd Street from Vance to Howard in Taylor, TX. 6732 square yards of recycled pavement (12" deep with cement), 6120 square yards of 2.5" HMAC, 1355 linear feet of curb and gutter replacement, 340 linear feet of 8" wastewater main, 1750 linear feet of wastewater service lines with clean-outs at right of way, 2500 linear feet of 8" C900 water main, 1050 linear feet of water service lines 6 water valves and fittings, 3 wastewater manholes, 2840 linear feet of trench protection, 7 fire hydrants and associated appurtenances. Engineering is underway.
FY17 $82,203
FY18 $290,000
FY18 reallocated $117,000
CDBG Funds Utilized to Date: $0
Census Tract 211 (Block Groups 1 and 2) Census Tract 210 (Block Groups 1, 2 and 3)
Percent Low-Mod: 67.35%
Percent Minority: 211-57.49% 210-81.34%

Granger Wastewater/Colorado Street 2018
Activity 89
Accomplishments: Replacement of existing 8 inch clay wastewater line with new PVC wastewater line and associated manholes. Project to include the repair of asphalt streets and concrete sidewalks and will take place on Colorado Street south of FM917 to East Mesquite, Colorado Street north of FM971 to East Ash, east on East Ash Street to North Alligator Road, north on Mustang Street from East Ash Street to before East Walnut. Engineering for this project is complete. Construction funding will be requested in next grant cycle.
FY18 $55,400
CDBG Funds Utilized to Date: $0 (funding requests are being processed)
Census Tract 213 (Block Groups 2 and 3)
Percent Low-Mod: 50.50%
Percent Minority: 39.51%

City of Liberty Hill Sidewalk Project

Activity 90
Accomplishments: Construction of 2,600 linear feet of 4-foot sidewalk, 100 linear feet of 5-foot sidewalk, nine ramps, 16 driveway aprons, and 1,170 linear feet of drainage improvements. The streets to be addressed include Hickman Street, Church Street, Barton Drive, Grange Street, and Munro Street. Survey of service area has been completed and indicates the area is qualified to use CDBG funding. Engineering is complete. Easement acquisition is underway. Project is expected to bid in December 2019, contract awarded in January 2020, construction expected to take approximately four months.
FY16 $26,000 (engineering only)
FY18 $224,000
CDBG Funds Utilized to Date: $0
Survey indicates area is 60% low-mod

Hutto/Huttoparke Sidewalk
Activity 91
Accomplishments: Installing approximately 512 linear feet of 5 foot sidewalks and .25 mile of 10 foot sidewalk along FM1660 from Sylvan Street to between Almquist Street and Brown Street and just south of Limmer Loop. Survey must be completed to verify percent low mod.
FY18 $56,095
CDBG Funds Utilized to Date: $0
Survey required to verify area low-mod eligibility

Georgetown 17th Street Sidewalk
Activity 84
Accomplishments: Approximately 1100 feet of 5 foot wide sidewalk, approximately 175 square yards od driveway approach, 8 curb ramps, 150 feet of crosswalk and two GoGeo (fixed route) bus shelters. Project is located on W. 17th Street from Railroad Ave to Forest Street in Georgetown, TX. Project was bid on September 10, 2019 and contract awarded on October 22, 2019. Construction expected to begin January 2020.
FY18 $206,824
CDBG Funds Utilized to Date: $8950
Census Tract 214.02 (Block Groups 3 and 4)
Percent Low-Mod: 93.59%
Percent Minority: 51.54%

Georgetown Housing Authority FY18
Activity 92
Accomplishments: Modernization of 158 dwelling buildings, office/community building, management/maintenance buildings, gazebos and fences. Rehab of entries by removing deteriorated wood on fascia boards, trim, soffits, wood siding, wood fencing and paint exterior surfaces. Project to take place at the Georgetown Housing Authority Stonehaven location. Project is being planned with a 2019 funded sewer project for the property. Project is expected to begin early 2020.
FY18 $282,603
CDBG Funds Utilized to Date: $0
Housing Authority Rehab 100% low-mod

Taylor Dickey Givens Community Center

Activity 93
Accomplishments: Construction of a 2175 square foot community center to include a kitchen, two ADA compliant restrooms, large meeting room with a stage and all project incidentals. The center will be located in Fannie Robinson Park at the corner of South Dolan Street and MLK Jr. Blvd in Taylor TX. Environmental review is underway. Project expected to begin in January 2020.
FY16 $150,000
FY18 $150,000 (reallocated from Bluebonnet Trails Project)
CDBG Funds Utilized to Date: $0
Census Tract 210 and 211
Percent Low-Mod: 67.35%
Percent Minority: 210-81.34% 211-57.49%

Program Administration
Activity 87
FY18 $91,912
CDBG Funds Utilized to Date: $51,106.18

Taylor Housing Authority Home Ownership Program
Activity 79
Accomplishments: Down payment assistance was provided to one low income family in 2017 and one low income family in 2018. Homes are located in Taylor TX. Additional income qualified families and individuals are being identified.
FY16 $100,000
CDBG Funds Utilized to Date: $30,000
Percent Low-Mod: 100%
Percent Minority: White/Hispanic (both families)

City of Jarrell Water Improvements
Activity 81
Accomplishments: Project was amended on June 5, 2018 from a wastewater project to a water project. Updated project description is the extension of the 12" waterline that was installed in the 2012 CDBG funding cycle. Construction on North 5th Street (north of Avenue East), on East Avenue C from North 5th Street to North 10th Street, on North 10th Street from East Avenue C to West Avenue A, and on West Avenue A from North 10th Street to North 8th Street. This portion of the line is approximately 2000 feet. Project is complete. This is the final time this project will be reported in a CAPER.
FY17 $215,850
CDBG Funds Utilized to Date: $215,850
Census Tract 216.03 (Block Group 2)
Percent Low-Mod: 56%
Percent Minority: 25.3%

City of Granger Sewer Project
Activity 80

Accomplishments: Bid will open on December 19, 2019. Design and location decisions delayed the project. Engineering for the project is complete. Construction anticipated to begin in early 2019 and take approximately four months to complete.
FY17 $294,350
CDBG Funds Utilized to Date: $3150
Census Tract 213 (Block Groups 2 and 3)
Percent Low-Mod: 49.83%
Percent Minority: 39.51%

Interagency Support Council of Eastern Williamson County
Activity 83
Accomplishments: Provide individual and group therapy, small and large group presentations, crises intervention, psychiatric care, medication monitoring and family therapy to participating schools in Eastern Williamson County. Funding will allow the program to maintain the number of clients served. Program has assisted 20 new clients and provided 53 sessions.
FY17 $25,000
CDBG Funds Utilized to Date: $13,262.42
Percent Low-Mod: Limited Clientele
Percent Minority: 65% minority
Taylor Dickey Museum and Multipurpose Center
Activity 82
Accomplishments: Phase 1 of this project was completed on 5-9-2019 and included raising the existing house as required, construction of new concrete piers/foundation, repair of existing floor beams, setting house down on new foundation, replacing roof decking with plywood sheathing, replacing the edge metal, installing new felt, installing new 30 year composition shingles over the entire roof area. The project was funded an additional $98,000 in 2019 to complete the project.
FY17 $109,160
CDBG Funds Utilized to Date: $105,259
Census Tract 212.03 (Block Group 1) Census Tract 210 (Block Groups 1 and 2) Census Tract 211 (Block Group 1)
Percent Low-Mod: 70.76%
Percent Minority: 212.03-37.08% 210-81.34% 211-57.49%

Williamson County Habitat for Humanity
Activity 85
Accomplishments: Family was selected on April 2, 2019. Panel build was in November 2019. On-site construction kick-off is scheduled for January 4, 2020.
Anticipated closing date in May 2020.
CDBG Funds Utilized: $59,938.04
Income qualified household

Williamson County Habitat for Humanity
Activity 74

Accomplishments: Income qualified family has moved into one property at this location. The second property is scheduled to be completed December 2019. The third property is scheduled for construction Fall 2020.
CDBG Funds Utilized: $48,137.32
Income qualified households

Recommended Funding for FY20
Community Development Block Grant
Allocation $1,596,257

Williamson County Crisis Center dba Hope Alliance Shelter Rehab
Funds will be utilized for shelter repair. (funded in FY19 $15,000)
Funding Requested: $22,134
Estimated Funding for FY20: $22,134
Annual Goals: Public Facilities and Infrastructure Improvements
Target Areas: Undisclosed Location
Priority Needs Addressed: Improve Public Facilities
Goal Outcome Indicator: 357 People

Granger Water System Improvements
Project to include 35 isolation water valves to reduce the need to shut down the city's water supply due to maintenance/repair efforts. (funded in FY18 $55,400)
Funding Requested: $373,925
Estimated Funding for FY20: $373,925
Annual Goals: Public Facilities and Infrastructure Improvements
Target Areas: City of Taylor
Priority Needs Addressed: Improve Public Facilities
Goal Outcome Indicator: 878 people

Habitat for Humanity 21st Street Project
Site development engineering and architectural design and construction documents for the development of 6-12 for sale workforce units developed at 502 W. 21st Street, Georgetown TX.
Funding Requested: $133,500
Estimated Funding for FY20: $133,500
Annual Goals: Increase Access to Affordable Housing
Target Areas: City of Georgetown
Priority Needs Addressed: Homeownership Assistance
Goal Outcome Indicator: 6-12 households

City of Georgetown 21st Street Project
Infrastructure for the development of 6-12 for sale workforce units developed at 502 W. 21st Street, Georgetown TX.
Funding Requested: $196,000
Estimated Funding for FY20: $97,000
Annual Goals: Increase Access to Affordable Housing
Target Areas: City of Georgetown
Priority Needs Addressed: Homeownership Assistance
Goal Outcome Indicator: 6-12 households

Jarrell Water System Improvements
Installation of approximately 2400 feet of 12" water line including valves, fittings and fire hydrants. Work to be completed on East Avenue A, between North 2nd Street and North 10th Street in Jarrell TX.
Funding Requested: $355,520
Estimated Funding for FY20: $355,520
Annual Goals: Public Facilities and Infrastructure Improvements
Target Areas: City of Jarrell
Priority Needs Addressed: Improve Public Facilities
Goal Outcome Indicator: 560 people

Taylor Dickey Museum and Multipurpose Center
Rehabilitation of the Dr. James Lee Dickey House located at 500 Burkett Street in Taylor, TX. Working with Dickey House Architect Raymond Powell and Phoenix 1 Restoration/ Construction Co. to rehabilitate existing building to its original condition in accordance with the Secretary of Interior Standards SOI) and guidelines for historic buildings as required by Federal Law. Project includes building and foundation repairs, asbestos and lead paint testing and abatement, air testing, concrete walks and ramps. (funded in FY17 $109,160 and FY19 $98,000)
Funding Requested: $147,280
Estimated Funding for FY19: $147,280
Annual Goals: Public Facilities
Target Areas: City of Taylor
Priority Needs Addressed: Improve Public Facilities
Goal Outcome Indicator: 4755 people

Granger Housing Authority Rehab
Weatherization through window replacement in approximately 10 units that are 2-3 bedrooms. (funded in FY19 $49,898)
Funding Requested: $46,498
Estimated Funding for FY20: $46,498
Annual Goals: Public Facilities and Infrastructure Improvements
Target Areas: Granger Housing Authority
Priority Needs Addressed: Improve Public Facility
Goal Outcome Indicator: 20 People

City of Georgetown Home Repair Program
Project will assist approximately fifteen eligible homeowners who are in need of home repairs within Georgetown city limits. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety. (funded in FY19 $75,000)
Funding Requested: $100,000
Estimated Funding for FY20: $75,000
Annual Goals: Increase Access to Affordable Housing
Target Areas: City of Georgetown
Priority Needs Addressed: Housing Rehabilitation
Goal Outcome Indicator: 15-20 Households

Habitat for Humanity of Williamson County Home Repair Program
Project will assist approximately ten eligible homeowners who are in need of home repairs within CDBG participating cities or the unincorporated areas of the County. Homeowners will meet CDBG defined income qualifications. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety. (funded in FY19 $75,000)
Funding Requested: $75,000
Estimated Funding for FY20: $75,000
Annual Goals: Increase Access to Affordable Housing
Target Areas: CDBG Participating Cities and Unincorporated Areas of the County
Priority Needs Addressed: Housing Rehabilitation
Goal Outcome Indicator: 10 Households

Hutto Resource Center/Social Service Food Pantry
Food pantry services to qualified clients.
Funding Requested: $60,000
Estimated Funding for FY20: $20,000
Annual Goals: Public Services/Food Pantry
Target Areas: City of Hutto
Priority Needs Addressed: Non-Homeless Special Needs
Goal Outcome Indicator: 110 People

Helping Hands of Georgetown/Social Service Food Pantry
Food pantry services to qualified clients.
Funding Requested: $75,000
Estimated Funding for FY20: $20,000
Annual Goals: Public Services/Food Pantry
Target Areas: City of Georgetown
Priority Needs Addressed: Non-Homeless Special Needs
Goal Outcome Indicator: 110 People

Williamson County Crisis Center dba Hope Alliance/Social Service Transitional Housing
CDBG funds will be utilized to offer financial assistance to survivors of domestic violence participating in other life-saving services offered by Hope Alliance. Assistance would be provided in the form of monies paid directly to landlords and utility companies. Financial assistance would be provided for items such as deposits, rent, and utilities.
This assistance will allow survivors to remain in their current safe housing or obtain new housing after fleeing from unsafe, abusive, and violent environments.
Funding Requested: $35,000
Estimated Funding for FY20: $35,000
Annual Goals: Public Service
Target Areas: CDBG Participating Cities and Unincorporated Areas of the County
Priority Needs Addressed: Provide Public Service to Victims of Domestic Violence
Goal Outcome Indicator: 150 people

Bluebonnet Trails Community MHMR Center/Social Service
Provide Housing First services that assist people in securing permanent housing and achieve housing stability, without preconditions or barriers as a prerequisite for housing. Focus will be on the housing needs of people that are homeless by connecting with local housing authorities, applying for Section 8 or Section 811, finding available rental units and negotiating with property managers. Housing First will also help individuals access employment, psychiatric and primary healthcare, veteran and peer support services, access community resources and apply for Social Security benefits and other benefits such as Supplemental Nutrition Assistance Program (SNAP), as needed. (funded in FY19 $50,000)
Funding Requested: $50,000
Estimated Funding for FY20: $50,000
Annual Goals: Public Service
Target Areas: CDBG Participating Cities and Unincorporated Areas of the County
Priority Needs Addressed: Provide Public Service
Goal Outcome Indicator: 20 people (approximate cost of $2500/person)

Interagency Support Council of Eastern Williamson County, Inc/Social Service
Provide individual and group therapy, small and large group presentations, crises intervention, psychiatric care, medication monitoring and family therapy to participating schools in Eastern Williamson County. Funding will allow the program to maintain the number of clients served. (funded in FY19 $25,000)
Funding Requested: $40,000
Estimated Funding for FY20: $30,000
Annual Goals: Public Services/Health and Mental Health Services
Target Areas: CDBG Participating Cities and Unincorporated Areas of the County
Priority Needs Addressed: Health and Mental Health Services
Goal Outcome Indicator: 20-30 People

Program Administration
Estimated Funding for FY20: $115,400

Alternate Project
FY20 CDBG Funding

This document includes a list of alternate projects for public review. If a funded project has cost savings, slows down or discovers a barrier to being completed, an alternate project from the current Annual Action Plan may be selected to continue the timely spending of grant funds. Consideration of any project that was not identified as an alternate will go through the approved substantial amendment process.

Alternate Projects contain the same level of information that funded projects contain in the Annual Action Plan to ensure appropriate review by the public. Project descriptions also include the maximum dollar amount the Commissioners Court will consider if funding becomes available. Approval by the Williamson County Commissioners Court will be necessary to replace a funded project with an alternate or to fund an alternate with cost savings from a completed project regardless of whether or not:

- the increase or decrease exceeds 50% change in federal funding where the project is $25,000 or less, or
- the increase of decrease exceeds 25% change in federal funding where the project is more than $25,000.

These actions will not require a substantial amendment since the alternate projects will have gone through a public review process.

Consideration of any project that was not identified as an alternate will go through the approved substantial amendment process.

Alternate Projects

City of Taylor Water System Improvements Old Coupland Road
Construction of approximately 1183 linear feet of 8" waterlines along Old Coupland Road in Taylor TX.
Funding Requested: $399,999
Estimated Funding for FY20: $0
Annual Goals: Public Facilities and Infrastructure Improvements
Target Areas: City of Taylor
Priority Needs Addressed: Improve Public Infrastructure
Goal Outcome Indicator: 1100 people

City of Taylor Water/Wastewater Improvements Robinson Road
Roadway reconstruction of pavement structure inclusive of new water and wastewater main lines, excavation, sub-grade treatment, flex base and pavement, curb and gutter, and revegetation on Robinson Street in Taylor TX.
Funding Requested: $607,000
Estimated Funding for FY20: $0
Annual Goals: Public Facilities and Infrastructure Improvements
Target Areas: City of Taylor
Priority Needs Addressed: Improve Public Infrastructure
Goal Outcome Indicator: 1100 people

Good Life Percussion Park
Funding a portion of the Percussion Park project with ADA accessibility, musical play equipment, shade structures, public art and native trees and plants. Project located in Taylor TX.
Funding Requested: $80,000
Estimated Funding for FY20: $0
Annual Goals: Public Facilities and Infrastructure Improvements
Target Areas: City of Taylor
Priority Needs Addressed: Improve Public Facilities
Goal Outcome Indicator: 9300 people

City of Liberty Hill Community Center
Renovate and expand the existing building at 3414 Ranch Road 1869 to create a new Community Center. The project will consist of renovating the existing 1350 square feet building and adding 1050 square feet to the building for a total of 2400 square feet. The renovations and addition will include a Community Meeting area, kitchen and bathrooms.
Funding Requested: $390,000
Estimated Funding for FY20: $0
Annual Goals: Public Facilities and Infrastructure Improvements
Target Areas: City of Liberty Hill
Priority Needs Addressed: Improve Public Facilities
Goal Outcome Indicator: 1150 people

Faith in Action Georgetown/Social Service Transportation
Provide transportation to Georgetown residents who no longer drive due to chronic health conditions and lack of affordability to own/maintain a vehicle. Provide reliable, door-through-door assisted transportation to medical appointments, grocery shopping and personal errands.
Funding Requested: $50,000
Estimated Funding for FY20: $0
Annual Goals: Public Services/Transpiration
Target Areas: City of Georgetown
Priority Needs Addressed: Non-Homeless Special Needs
Goal Outcome Indicator: 915 people

Georgetown Nest/Social Service Employment Training
Post-Secondary Employment Training Program to address the critical need of connecting low-income high school seniors and recent graduates who are at-risk, homeless or living in transition with post-secondary employment or training while providing a safety net of basic needs such as emergency housing and food support as they transition to financial self-sufficiency. Services include enhanced case management, emergency housing and utilities support.
Funding Requested: $80,850
Estimated Funding for FY20: $0
Annual Goals: Public Services/Education and Employment
Target Areas: City of Georgetown
Priority Needs Addressed: Non-Homeless Special Needs
Goal Outcome Indicator: 10 people

Life Steps/Social Service Substance Abuse
Expand the availability and quality of recovery-oriented support and services to Williamson County. Provide support to families who are experiencing the adverse effects of individuals with substance use disorders.
Funding Requested: $76,009.50
Estimated Funding for FY20: $0
Annual Goals: Public Services/Substance Abuse
Target Areas: Williamson County
Priority Needs Addressed: Non-Homeless Special Needs
Goal Outcome Indicator: 180 people

Commissioners Court - Regular Session **68.**

Meeting Date: 07/21/2020

Batwell Cave maintenance agreement

Submitted For: Valerie Covey **Submitted By:** Debra Babcock, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on license agreement between the County (on behalf of the Williamson County Conservation Foundation) and Sun City Community Association (SCCA) to benefit maintenance and related access to County held tract known as "Batwell Cave".

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Batwell Cave Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 11:57 AM
Form Started By: Debra Babcock		Started On: 07/16/2020 11:49 AM
Final Approval Date: 07/16/2020		

LICENSE AGREEMENT

This Agreement is made this ____ day of _____, 2020, by and between the WILLIAMSON COUNTY, TEXAS, and its representative Williamson County Conservation Foundation (the "WCCF") (hereinafter jointly "Licensor), and SUN CITY TEXAS COMMUNITY ASSOCIATION (hereinafter, "Licensee").

Whereas, Licensor is the owner of the real property, which is as depicted by **Exhibits "A" and "B"** (hereinafter the "Property"), attached hereto and incorporated herein; and

Whereas, Licensee desires to be entitled to exercise certain rights and privileges upon the Property; and

Whereas, Licensor desires to grant Licensee certain rights and privileges upon the Property; and

NOW, THEREFORE, it is agreed as follows:

I. License

1.1 Licensee shall have the right to access the Berry Creek stream located on the Property for the purpose of applying its Firewise and Waterways maintenance programs. This work area may in Licensee's discretion encompass part or all of the Property area north of Berry Creek to the Sun City Texas Community Association property line to 100' southward from the centerline of Berry Creek (the "License Area"). These programs include the removal of scrub ashe juniper and similar brushy growth in this area. The location of the License Area in general is further described in Exhibit C (see cross-hatched area.)

1.2 It is understood that this Agreement creates a license only and that Licensee does not and shall not claim at any time any interest or estate of any kind in the Property by virtue of this license. Further it is understood that the rights of Licensee described herein are rights only, and Licensee has no obligation to apply its Firewise and Waterways maintenance program. No duty at law or in equity that may exist on the part of Licensor is being assigned or in any way transferred to Licensee under this Agreement.

1.3 It is further understood that before conducting any work, either initially, or at any other time within the Property, Licensee shall apprise the WCCF of its Firewise and Waterways Programs and obtain their consent prior to starting any work on this Property. Approval of any plan shall be solely within the discretion of the WCCF. At its sole discretion, the WCCF shall be provided the opportunity to conduct an on-site inspection

prior to the commencement of any work to remove any obstacles, potential obstacles or brushy growth.

1.4 Licensee shall be permitted to remove, replace and/or upgrade the farm fence located along the north property line of the License Area upon prior approval of plan by the WCCF, such approval not to be unreasonably withheld.

1.5 Licensee shall be permitted to install a hiking trail in the License Area upon prior approval of plan by the WCCF, such approval not to be unreasonably withheld.

II. Consideration

2.1 In consideration for this license, Licensee shall pay Licensor $10.00 and other good and valuable consideration.

III. Non-assignability

3.1 The license granted in this Agreement is personal to Licensee. This Agreement is not assignable. Any assignment in violation of this Agreement will automatically terminate the license.

IV. Terminable at Will

4.1 This Agreement is terminable by either party at will for any reason by the giving of thirty (30) days actual notice to the other party.

V. Indemnity

5.1 Licensee shall comply with the requirements of all applicable laws, rules and regulations, and shall indemnify and hold harmless Licensor, its officers, agents and employees from and against any and all claims, losses, damages, causes of action, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with Licensee's or its employees, contractors, subcontractors, exercise of the license under this Agreement.

VI. Release

6.1 Licensee assumes full responsibility for its exercise of the license, and hereby releases, relinquishes and discharges Licensor, its officers, agents and employees, from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death, of person (whether they be third persons, contractor, or employees of either of the parties hereto) and any loss of or damage to property (whether the same be that either of the parties hereto or of third parties) caused by or alleged to be caused, arising out of, or in connection with Licensee's exercise of the

license under this Agreement whether or not said claims, demands and causes of action in whole or in part are covered by insurance.

VII. Venue

7.1 This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas. Venue for any dispute under this Agreement shall lie exclusively in the courts of Williamson County, Texas.

VIII. Notice

8.1 Notice shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. mail to the following addresses:

LICENSOR: Williamson County Conservation Foundation
219 Perry Mayfield Dr.
Leander, Tx 78641

LICENSEE: Executive Director
Sun City Texas Community Association
2 Texas Drive
Georgetown, Tx 78633

IN WITNESS WHEREOF, this AGREEMENT is executed on this _____ day of _____, 2020.

LICENSOR

WILLIAMSON COUNTY, TEXAS

By: _____

Its: _____

Date: _____

LICENSEE

SUN CITY TEXAS
COMMUNITY ASSOCIATION

By: _____

Its: Executive Director

Date: July 16, 2020

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this _____ day of _____, 2020, by _____, in the capacity and for the purposes and consideration therein indicated.

_____
Signature

_____
Printed Name
Notary Public, State of Texas

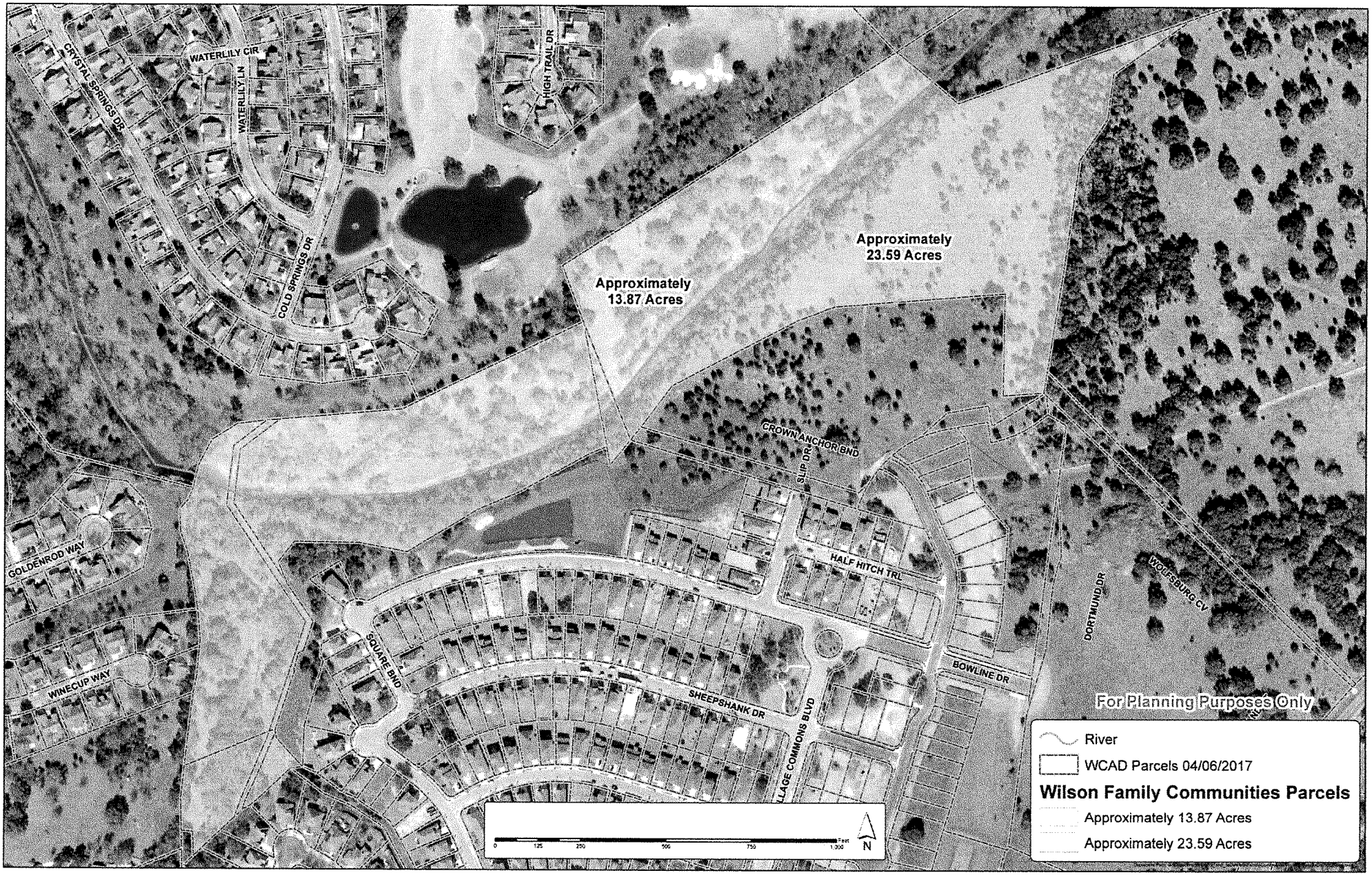
ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this _____ day of _____, 2020, by _____ on behalf of _____, whose name is subscribed to the preceding instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.

_____
Signature

_____
Printed Name
Notary Public, State of Texas


Approximately
13.87 Acres
Approximately
23.59 Acres
WATERLILY CIR
WATERLILY LN
CRYSTAL SPRINGS DR
COLD SPRINGS DR
HIGH TRAIL DR
CROWN ANCHOR BND
SLIP DR
HALF HITCH TRL
GOLDENROD WAY
WINECUP WAY
SQUARE BND
SHEEPSHANK DR
VILLAGE COMMONS BLVD
BOWLINE DR
DORTMUND DR
WOOLSBURG CV
For Planning Purposes Only
River
WCAD Parcels 04/06/2017
Wilson Family Communities Parcels
Approximately 13.87 Acres
Approximately 23.59 Acres
0
125
250
500
750
1,000
Feet
N

Blue Line – existing Blue Heron Trail

Lime Green Line – existing Bur Oak Trail

Yellow Line – Proposed New Maintenance Path/Nature Trail (Bur Oak Extension)

Heavy Orange Line – Maintenance Access Path

Purple Line – Batwell Tract Boundary with Sun City CA Property

TM – New Trail Marker Location

Black Line – Batwell Tract Boundary with current and future residential areas to the south including the Village Subdivision (Green Builders)

METES AND BOUNDS DESCRIPTION

FOR A 14.175 ACRE TRACT OF LAND SITUATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, AND THE MARY ANN LEWIS SURVEY, ABSTRACT NO. 406, WILLIAMSON COUNTY, TEXAS AND BEING PART OF THE 15.569 ACRE TRACT OF LAND CONVEYED TO WILSON FAMILY COMMUNITIES, INC. AS RECORDED IN DOCUMENT NO. 2009094852, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING PART OF THE 22.0206 ACRE TRACT OF LAND CONVEYED TO WILSON FAMILY COMMUNITIES, INC., AS RECORDED IN DOCUMENT NO. 2013095533, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 14.175 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found on the north corner of said 22.0206 acre Wilson Family Communities tract, same being on the common corner of Tract "B", Tract "Q", and Tract "R" of the Amended Plat of Sun City Georgetown, Neighborhood One and Two a subdivision recorded in Cabinet U Slide 239, Plat Records of Williamson County, Texas, for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE,**S 49°23'59" E** with the common boundary line of said Amended Plat of Sun City Georgetown, Neighborhood One and Two, for a distance of **164.38 feet** to a calculated point in the center of Berry Creek, for the most easterly corner hereof, from which a 1/2" iron rod found on an angle point on the northerly boundary line of said 22.0206 acre Wilson Family Communities tract, same being on the south corner of said Tract "R" of Amended Plat of Sun City Georgetown, Neighborhood One and Two bears S 49°23'59" E for a distance of 70.46 feet;

THENCE, with the center of said Berry Creek in part through the interior of said 22.0206 acre Wilson Family Communities tract, and in part through the interior of said 15.569 acre Wilson Family Communities tract, the following nineteen (19) courses and distances:

1) **S 48°50'58" W** for a distance of **65.41 feet** to a calculated point, for an angle point hereof;

2) **S 51°09'51" W** for a distance of **148.70 feet** to a calculated point, for an angle point hereof;

3) **S 54°07'06" W** for a distance of **164.49 feet** to a calculated point, for an angle point hereof;

4) **S 47°43'26" W** for a distance of **92.16 feet** to a calculated point, for an angle point hereof;

5) **S 45°10'51" W** for a distance of **50.02 feet** to a calculated point, for an angle point hereof;

6) **S 34°37'27" W** for a distance of **110.55 feet** to a calculated point, for an angle point hereof;

7) **S 50°53'22" W** for a distance of **244.17 feet** to a calculated point, for an angle point hereof;

8) **S 43°51'34" W** for a distance of **230.50 feet** to a calculated point, for an angle point hereof;

9) **S 29°36'59" W** for a distance of **61.23 feet** to a calculated point, for an angle point hereof;

10) **S 33°42'59" W** for a distance of **103.69 feet** to a calculated point, for an angle point hereof;

11) **S 48°53'19" W** for a distance of **146.36 feet** to a calculated point, for an angle point hereof;

12) **S 58°53'47" W** for a distance of **67.92 feet** to a calculated point, for an angle point hereof;

13) **S 66°35'46" W** for a distance of **288.58 feet** to a calculated point, for an angle point hereof;

14) **S 72°51'35" W** for a distance of **227.22 feet** to a calculated point, for an angle point hereof;

15) **S 86°22'53" W** for a distance of **172.33 feet** to a calculated point, for an angle point hereof;

16) **N 85°58'14" W** for a distance of **205.67 feet** to a calculated point, for an angle point hereof;

17) **N 82°17'55" W** for a distance of **158.67** to a calculated point, for an angle point hereof;

18) **N 62°55'48" W** for a distance of **68.00 feet** to a calculated point, for an angle point hereof;

19) **N 81°13'17" W** for a distance of **43.19 feet** to a calculated point on a point in the westerly boundary line of said 15.569 acre Wilson Family Communities

tract, same being on a point in the southerly boundary line of Tract "A" of said Amended Plat of Sun City Georgetown, Neighborhood One and Two, for the southwest corner hereof, from which a 1/2" iron rod found on an angle point in the westerly boundary of said 15.569 acre Wilson Family Communities tract, same being on the most southerly corner of said Tract "A" of said Amended Plat of Sun City Georgetown, Neighborhood One and Two, same being on the northeast corner of called Lot "G" of Amended Plat of Planned Unit Development of Sun City Georgetown Phase 2, Neighborhood Nine, a subdivision recorded in Cabinet Q, Slide 44, Plat Records, Williamson County, Texas, bears S 12°52'01" W for a distance of 46.43 feet;

THENCE, with the common boundary line of said 15.569 acre Wilson Family Communities tract and said Amended Plat of Sun City Georgetown, Neighborhood One and Two, the following six (6) courses and distances:

1) **N 12°52'01" E** for a distance of **24.05 feet** to a calculated point, for an angle point hereof;

2) **N 28°06'12" E** for a distance of **81.86 feet** to a 1/2" iron rod found, for an angle point hereof;

3) **N 58°34'49" E** for a distance of **58.54 feet** to a calculated point, for an angle point hereof;

4) **N 80°29'31" E** for a distance of **118.54 feet** to a calculated point, for an angle point hereof;

5) **N 84°53'43" E** for a distance of **405.23 feet** to a calculated point, for an angle point hereof;

6) **N 62°20'39" E** for a distance of **593.12 feet** to a rail road spike found on the northeast corner of said 15.569 acre Wilson Family Communities tract, same being on an angle point in the westerly boundary line of said 22.0206 acre Wilson Family Communities tract, same being on an angle point in the southerly boundary line of said Tract "B" of said Amended Plat of Sun City Georgetown, Neighborhood One and Two, for an angle point hereof;

THENCE, with the common boundary line of said 22.0206 acre Wilson Family Communities tract and said Tract "B" of said Amended Plat of Sun City Georgetown, Neighborhood One and Two, the following two (2) courses and distances:

1) **N 20°46'58" W** for a distance of **165.15 feet** to 1/2" iron rod found on the northwest corner of said 22.0206 acre Wilson Family Communities tract, for an angle point hereof;

2) **N 57°30'23" E** for a distance of **1166.46 feet** to the **POINT OF BEGINNING** hereof and containing 14.175 acres of land more or less.

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE COORDINATE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

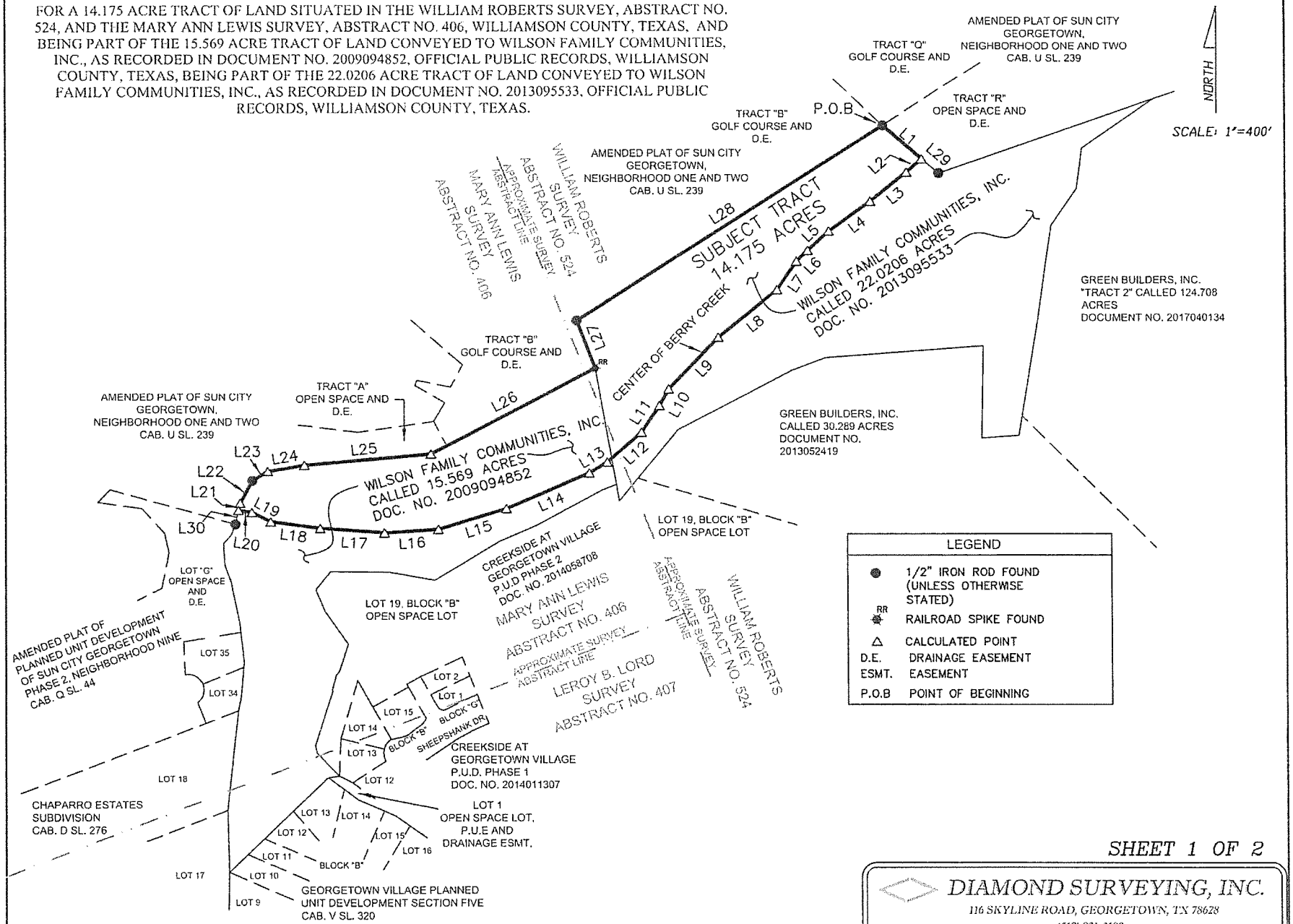
A survey drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

MARCH 28, 2018

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 14.175 ACRE TRACT OF LAND SITUATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, AND THE MARY ANN LEWIS SURVEY, ABSTRACT NO. 406, WILLIAMSON COUNTY, TEXAS, AND BEING PART OF THE 15.569 ACRE TRACT OF LAND CONVEYED TO WILSON FAMILY COMMUNITIES, INC., AS RECORDED IN DOCUMENT NO. 2009094852, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BEING PART OF THE 22.0206 ACRE TRACT OF LAND CONVEYED TO WILSON FAMILY COMMUNITIES, INC., AS RECORDED IN DOCUMENT NO. 2013095533, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.



SHEET 1 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
FIRM REGISTRATION NUMBER 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION
FOR A 14.175 ACRE TRACT OF LAND SITUATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, AND THE MARY ANN LEWIS SURVEY, ABSTRACT NO. 406, WILLIAMSON COUNTY, TEXAS, AND BEING PART OF THE 15.569 ACRE TRACT OF LAND CONVEYED TO WILSON FAMILY COMMUNITIES, INC., AS RECORDED IN DOCUMENT NO. 2009094852, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BEING PART OF THE 22.0206 ACRE TRACT OF LAND CONVEYED TO WILSON FAMILY COMMUNITIES, INC., AS RECORDED IN DOCUMENT NO. 2013095533, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

LINE	BEARING	DISTANCE
L1	S 49°23'59" E	164.38'
L2	S 48°50'58" W	65.41'
L3	S 51°09'51" W	148.70'
L4	S 54°07'06" W	164.49'
L5	S 47°43'26" W	92.16'
L6	S 45°10'51" W	50.02'
L7	S 34°37'27" W	110.55'
L8	S 50°53'22" W	244.17'
L9	S 43°51'34" W	230.50'
L10	S 29°36'59" W	61.23'
L11	S 33°42'59" W	103.69'
L12	S 48°53'19" W	146.36'
L13	S 58°53'47" W	67.92'
L14	S 66°35'46" W	288.58'
L15	S 72°51'35" W	227.22'

LINE	BEARING	DISTANCE
L16	S 86°22'53" W	172.33'
L17	N 85°58'14" W	205.67'
L18	N 82°17'55" W	158.67'
L19	N 62°55'48" W	68.00'
L20	N 81°13'17" W	43.19'
L21	N 12°52'01" E	24.05'
L22	N 28°06'12" E	81.86'
L23	N 58°34'49" E	58.54'
L24	N 80°29'31" E	118.54'
L25	N 84°53'43" E	405.23'
L26	N 62°20'39" E	593.12'
L27	N 20°46'58" W	165.15'
L28	N 57°30'23" E	1166.46'
L29	S 49°23'59" E	70.46'
L30	S 12°52'01" W	46.43'

NOTES:

1) BEARING BASIS: STATE PLANE COORDINATE SYSTEM, NAD-83, TEXAS CENTRAL(4203). DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

2) THIS SURVEY IS A BOUNDARY ONLY AND WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND DOES NOT SHOW ANY EASEMENTS, SETBACKS, OR RESTRICTIONS THAT MAY AFFECT THE SUBJECT TRACT. THIS IS NOT INTENDED TO BE USED AS A LAND TITLE SURVEY.

3) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

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 March 16, 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 1B, CONDITION IV 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.

March 28, 2018

Shane Shafer, R.P.L.S. NO. 5281 DATE

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
FIRM REGISTRATION NUMBER 10006900

METES AND BOUNDS DESCRIPTION

FOR A 23.638 ACRE TRACT OF LAND SITUATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, THE MARY ANN LEWIS SURVEY, ABSTRACT NO. 406, AND THE LEROY B. LORD SURVEY, ABSTRACT NO. 407, WILLIAMSON COUNTY, TEXAS, BEING PART OF THE 15.569 ACRE TRACT OF LAND CONVEYED TO WILSON FAMILY COMMUNITIES, INC., AS RECORDED IN DOCUMENT NO. 2009094852, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING PART OF THE 22.0206 ACRE TRACT OF LAND CONVEYED TO WILSON FAMILY COMMUNITIES, INC., AS RECORDED IN DOCUMENT NO. 2013095533, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 23.638 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found on the north corner of said 22.0206 acre Wilson Family Communities tract, same being on the common corner of Tract "B", Tract "Q", and Tract "R" of the Amended Plat of Sun City Georgetown, Neighborhood One and Two a subdivision recorded in Cabinet U Slide 239, Plat Records of Williamson County, Texas.

THENCE, S 49°23'59" E with the common boundary line of said 22.0206 acre Wilson Family Communities tract and said Tract "R" of said Amended Plat of Sun City Georgetown, Neighborhood One and Two, for a distance of 164.38 feet to a calculated point in the center of Berry Creek, for an angle point in the north boundary line and **POINT OF BEGINNING** hereof;

THENCE, continuing with said common boundary line of said 22.0206 acre Wilson Family Communities tract and said Tract "R" of said Amended Plat of Sun City Georgetown, Neighborhood One and Two, the following two (2) courses and distances:

1) **S 49°23'59" E** for a distance of **70.46 feet** to a 1/2" iron rod found monumenting an angle point hereof;

2) **N 70°48'52" E** for a distance of **724.65 feet** to a 1/2" iron rod found with cap marked "HALFF" on the most easterly corner of said 22.0206 acre Wilson Family Communities tract, same on an angle point in the northerly boundary line of the called 124.708 acre tract of land "Tract 2" conveyed to Green Builders, INC., as recorded in Document No. 2017040134, Official Public Records, Williamson County, Texas, monumenting the northeast corner hereof;

THENCE, with the common boundary line of said 22.0206 acre Wilson Family Communities tract and said 124.708 acre Green Builders, INC. tract, the following five (5) courses and distances:

1) **S 55°27'27" W** for a distance of **277.66 feet** to a 1/2" iron rod found with cap marked "CAPITAL", for an angle point hereof;

2) **S 07°29'53" W** for a distance of **131.99 feet** to a cotton gin spindle found, for an angle point hereof;

3) **S 34°31'25" W** for a distance of **144.38 feet** to a 1/2" iron rod found with cap marked "CAPITAL", for an angle point hereof;

4) **S 08°10'56" W** for a distance of **299.26 feet** to a 1/2" iron rod found with cap marked "CAPITAL", for an angle point hereof;

5) **S 09°14'56" W** for a distance of **321.22 feet** to a 1/2" iron rod found with cap marked "HALFF" on the southwest corner of said 124.708 acre Green Builders, INC. tract, same being on the northeast corner of the called 30.289 acre tract of land conveyed to Green Builders, INC. as recorded in Document No. 2013052419, Official Public Records, Williamson County, Texas, for an angle point hereof;

THENCE, with the common boundary line of said 22.0206 acre Wilson Family Communities tract and said 30.289 acre Green Builders, INC. tract, the following seven (7) courses and distances:

1) **S 09°18'45" W** for a distance of **63.65 feet** to a cotton gin spindle found on the southeast corner of said 22.0206 acre Wilson Family Communities tract, for the southeast corner hereof;

2) **S 85°49'50" W** for a distance of **119.40 feet** to a 1/2" iron rod found, for an angle point hereof;

3) **N 01°07'15" E** for a distance of **297.04 feet** to a 1/2" iron rod found, for an angle point hereof;

4) **S 85°38'13" W** for a distance of **503.37 feet** to a 1/2" iron rod found with cap marked "CAPITAL", for an angle point hereof;

5) **S 69°22'39" W** for a distance of **115.91 feet** to a cotton gin spindle found, for an angle point hereof;

6) **S 62°34'10" W** for a distance of **413.21 feet** to a 1/2" iron rod found with cap marked "CAPITAL", for an angle point hereof;

7) **S 39°20'08" W** for a distance of **204.11 feet** to a 1/2" iron rod found with cap marked "CBDSETSTONE" on the most westerly corner of said 30.289 acre Green Builders, INC. tract, same being on an angle point in the northerly boundary line of Lot 19, Block "B" of Creekside at Georgetown Village P.U.D Phase 2, a subdivision recorded in Document No. 2014058708, Official Public Records, Williamson County, Texas, for an angle point hereof;

THENCE, with the common boundary line of said 22.0206 acre Wilson Family Communities tract and said Lot 19, Block "B" of Creekside at Georgetown Village P.U.D Phase 2, the following two (2) courses and distances:

1) **S 39°20'53" W** for a distance of **94.13 feet** to a 1/2" iron rod found with cap marked "CBDSETSTONE" on the southwest corner of said 22.0206 acre Wilson Family Communities tract, for an angle point hereof;

2) **N 10°11'19" W** for a distance of **53.97 feet** to a 1/2" iron rod found with cap marked "CAPITAL" on the southeast corner of said 15.569 acre Wilson Family Communities, INC. tract, for an angle point hereof;

Thence, with the common boundary line of said 15.569 acre Wilson Family Communities tract and said Lot 19, Block "B" of Creekside at Georgetown Village P.U.D Phase 2, the following sixteen (16) courses and distances:

1) **S 68°02'52" W** for a distance of **54.07 feet** to a 1/2" iron rod found with cap marked "CAPITAL", for an angle point hereof;

2) **S 61°29'20" W** for a distance of **236.53 feet** to a 1/2" iron rod found, for an angle point hereof;

3) **S 67°04'33" W** for a distance of **129.10 feet** to a 1/2" iron rod found with cap marked "CBDSETSTONE", for an angle point hereof;

4) **S 58°54'31" W** for a distance of **240.60 feet** to a 1/2" iron rod, for an angle point hereof;

5) **N 79°29'16" W** for a distance of **141.65 feet** to a 1/2" iron rod found, for an angle point hereof;

6) **N 89°15'48" W** for a distance of **190.55 feet** to a 1/2" iron rod found, for an angle point hereof;

7) **S 39°21'11" W** for a distance of **75.59 feet** to a 1/2" iron rod found, for an angle point hereof;

8) **S 22°48'04" E** for a distance of **72.01 feet** to a 1/2" iron rod found, for an angle point hereof;

9) **S 34°47'04" E** for a distance of **131.36 feet** to a 1/2" iron rod found, for an angle point hereof;

10) **S 17°59'03" W** for a distance of **91.33 feet** to a 1/2" iron rod found with cap marked "CBDSETSTONE", for an angle point hereof;

11) **S 39°03'45" W** for a distance of **14.89 feet** to a 1/2" iron rod found, for an angle point hereof;

12) **S 15°42'58" W** for a distance of **49.35 feet** to a 1/2" iron rod found with cap marked "CBD 5780", for an angle point hereof;

13) **S 14°35'52" E** for a distance of **6.09 feet** to a 1/2" iron rod found with cap marked "CAPITAL SURVEYING", for an angle point hereof;

14) **S 18°01'13" W** for a distance of **182.69 feet** to a 1/2" iron rod found with cap marked "CAPITAL SURVEYING", for an angle point hereof;

15) **S 11°39'48" E** for a distance of **24.17 feet** to a 1/2" iron rod found with cap marked "CBD 5780", for an angle point hereof;

16) **S 43°34'38" E** for a distance of **103.73 feet** to a 1/2" iron rod found with cap marked "CBDSETSTONE" on an angle point in the southerly boundary line of said 15.569 acre Wilson Family Communities tract, same being on the most southerly corner of said Lot 19, Block "B" of Creekside at Georgetown Village P.U.D Phase 2, same being on an angle point in the westerly boundary line of Lot 13, Block "B" of Creekside at Georgetown Village P.U.D Phase 1, a subdivision recorded in Document No. 2014011307, Official Public Records,. Williamson County, Texas, same being on the northeast corner of called Lot 1, Block "B" of said Creekside at Georgetown Village P.U.D Phase 1, for an angle point hereof;

THENCE, **S 81°51'44" W** with the common boundary line of said 15.569 acre Wilson Family Communities tract and said Creekside at Georgetown Village P.U.D Phase 1, for a distance of **35.61 feet** to a 1/2" iron rod found on an angle point in the southerly boundary line of said 15.569 acre Wilson Family Communities tract, same being the northwest corner of said Lot 1, Block "B" of Creekside at Georgetown Village P.U.D Phase 1, same being on the most northerly corner of Lot 13 Block "B" of Georgetown Village P.U.D Section Five, a subdivision recorded in Cabinet V, Slide 320, Plat Records, Williamson County, Texas, for an angle point hereof;

THENCE, **S 46°21'08" W** with the common boundary line of said 15.569 acre Wilson Family Communities tract and said subdivision Georgetown Village P.U.D Section Five, for a distance of **437.81 feet** to a 1/2" iron rod found with cap marked "CAPITAL SURVEYING" on the southwest corner of said 15.569 acre Wilson Family Communities tract, same being on the north corner of Lot 9, Block "B" of said Georgetown Village P.U.D Section Five, same being on an angle point in the easterly boundary line of called Lot 17 of Chaparro Estates Subdivision, recorded in Cabinet D, Slide 276, Plat Records, Williamson County, Texas, for the southwest corner hereof;

THENCE, with the common boundary line of said 15.569 acre Wilson Family Communities tract and said Chaparro Estates Subdivision, the following two (2) courses and distances:

1) **N 01°14'41" W** for a distance of **197.84 feet** to a 60D nail found in the base of a Live Oak tree, for an angle point hereof;

2) **N 06°13'19" E** for a distance of **322.29 feet** to a 60D nail found in the base of a Live Oak tree, on the northeast corner of called Lot 18 of said Chaparro Subdivision, same being on the southeast corner of called Lot 34, Block "2" of Amended Plat of Planned Unit Development of Sun City Georgetown Phase 2, Neighborhood Nine a subdivision recorded in Cabinet Q, Slide 44, Plat Records, Williamson County, Texas, for an angle point hereof;

THENCE, with the common boundary line of said 15.569 acre Wilson Family Communities tract and said Amended Plat of Planned Unit Development of Sun City Georgetown Phase 2, Neighborhood Nine, the following eight (8) courses and distances:

1) **N 11°20'47" E** for a distance of **46.19 feet** to a 60D nail found in the base of a Live Oak tree, for an angle point hereof;

2) **N 04°59'39" E** for a distance of **111.75 feet** to a 1/2" iron rod found, for an angle point hereof;

3) **N 06°07'09" W** for a distance of **125.20 feet** to 60D nail found, for an angle point hereof;

4) **N 11°40'11" W** for a distance of **135.60 feet** to a 1/2" iron rod found, for an angle point hereof

5) **N 19°59'41" W** for a distance of **59.24 feet** to a 1/2" iron rod found, for an angle point hereof;

6) **N 03°04'30" W** for a distance of **67.40 feet** to a 1/2" iron rod found, for an angle point hereof;

7) **N 41°16'21" E** for a distance of **38.02 feet** to a 1/2" iron rod found with cap marked "CAPITAL", for an angle point hereof;

8) **N 20°57'32" E** for a distance of **35.75 feet** to a 1/2" iron rod found on the northeast corner of Lot "G" of said Amended Plat of Planned Unit Development of Sun City Georgetown Phase 2, Neighborhood Nine, same being on the south corner of Tract "A" of Amended Plat of Sun City Georgetown, Neighborhood One and Two a subdivision recorded in Cabinet U, Slide 239, Plat Records, Williamson

County, Texas, same being on an angle point in the westerly boundary line of said 15.569 acre Wilson Family Communities tract, for an angle point hereof;

THENCE, **N 12°52'01" E** with the common boundary line of said 15.569 acre Wilson Family Communities tract and said Amended Plat of Sun City Georgetown, Neighborhood One and Two, for a distance of **46.43 feet** to a calculated point in the center of aforementioned Berry Creek, for the northwest corner hereof, from which a 1/2" iron rod found on an angle point in the westerly boundary line of said 15.569 acre Wilson Family Communities tract bears N 12°52'01" E for a distance of 24.05 feet and N 28°06'12" E for a distance of 81.86 feet;

THENCE, with said center of Berry Creek in part through the interior of said 15.569 acre Wilson Family Communities tract, and in part through the interior of said 22.0206 acre Wilson Family Communities tract, the following nineteen (19) courses and distances:

1) **S 81°13'17" E** for a distance of **43.19 feet** to a calculated point, for an angle point hereof;

2) **S 62°55'48" E** for a distance of **68.00 feet** to a calculated point, for an angle point hereof;

3) **S 82°17'55" E** for a distance of **158.67 feet** to a calculated point, for an angle point hereof;

4) **S 85°58'14" E** for a distance of **205.67 feet** to a calculated point, for an angle point hereof;

5) **N 86°22'53" E** for a distance of **172.33 feet** to a calculated point, for an angle point hereof;

6) **N 72°51'35" E** for a distance of **227.22** to a calculated point, for an angle point hereof;

7) **N 66°35'46" E** for a distance of **288.58 feet** to a calculated point, for an angle point hereof;

8) **N 58°53'47" E** for a distance of **67.92 feet** to a calculated point, for an angle point hereof;

9) **N 48°53'19" E** for a distance of **146.36 feet** to a calculated point, for an angle point hereof;

10) **N 33°42'59" E** for a distance of **103.69 feet** to a calculated point, for an angle point hereof;

11) **N 29°36'59" E** for a distance of **61.23 feet** to a calculated point, for an angle point hereof;

12) **N 43°51'34" E** for a distance of **230.50 feet** to a calculated point, for an angle point hereof;

13) **N 50°53'22" E** for a distance of **244.17 feet** to a calculated point, for an angle point hereof;

14) **N 34°37'27" E** for a distance of **110.55 feet** to a calculated point, for an angle point hereof;

15) **N 45°11'02" E** for a distance of **50.02 feet** to a calculated point, for an angle point hereof;

16) **N 47°43'20" E** for a distance of **92.17 feet** to a calculated point, for an angle point hereof;

17) **N 54°07'06" E** for a distance of **164.49 feet** to a calculated point, for an angle point hereof;

18) **N 51°09'51" E** for a distance of **148.70 feet** to a calculated point, for an angle point hereof;

19) **N 48°50'58" E** for a distance of **65.41 feet** to the **POINT OF BEGINNING** hereof and containing 23.638 acres of land more or less.

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE COORDINATE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

A survey drawing has been prepared to accompany this metes and bounds description.

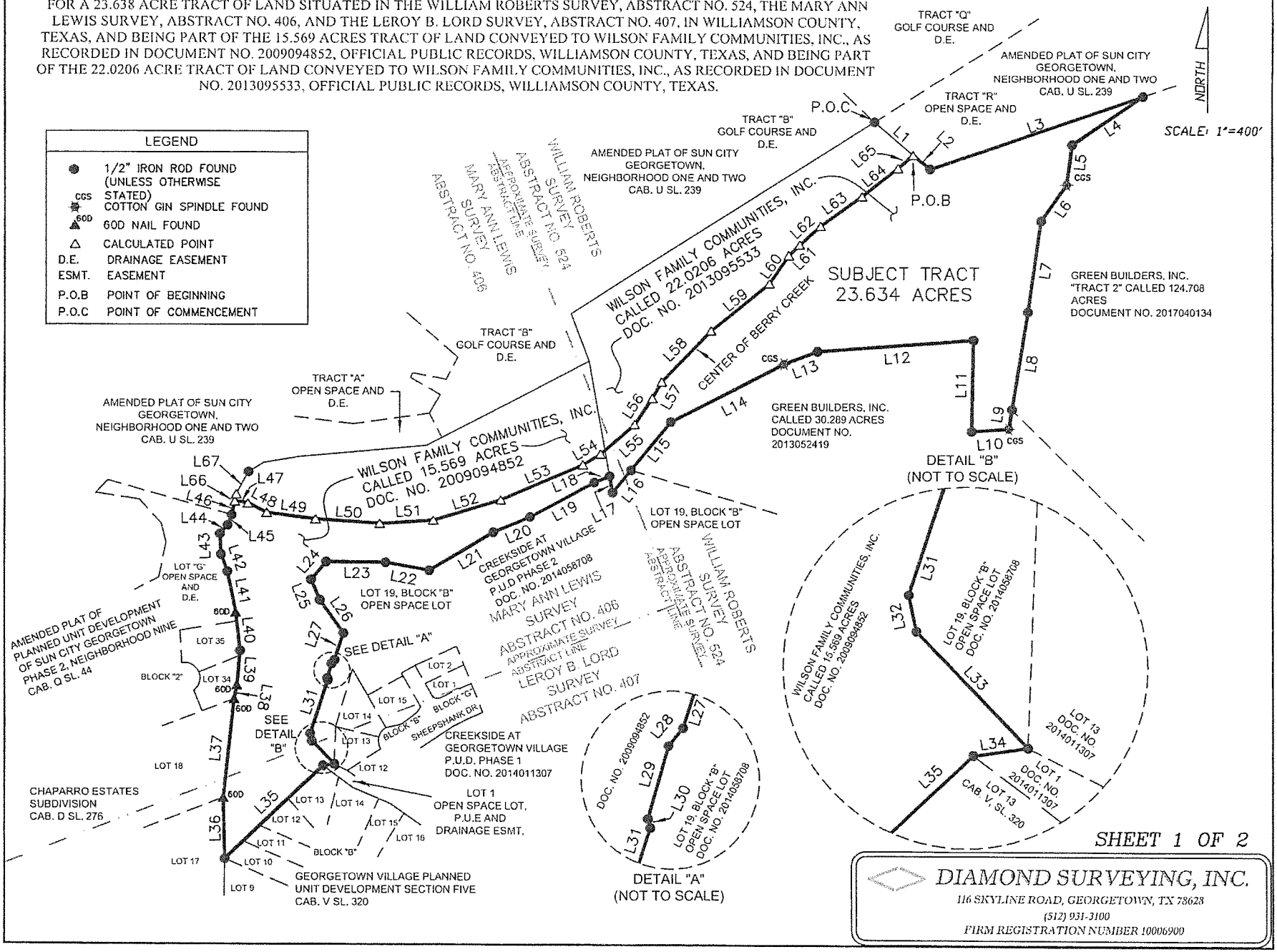
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

March 28. 2018

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 23.638 ACRE TRACT OF LAND SITUATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, THE MARY ANN LEWIS SURVEY, ABSTRACT NO. 406, AND THE LEROY B. LORD SURVEY, ABSTRACT NO. 407, IN WILLIAMSON COUNTY, TEXAS, AND BEING PART OF THE 15.569 ACRES TRACT OF LAND CONVEYED TO WILSON FAMILY COMMUNITIES, INC., AS RECORDED IN DOCUMENT NO. 2009094852, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING PART OF THE 22.0206 ACRE TRACT OF LAND CONVEYED TO WILSON FAMILY COMMUNITIES, INC., AS RECORDED IN DOCUMENT NO. 2013095533, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.



SHEET 1 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
FIRM REGISTRATION NUMBER 10006900

LINE	BEARING	DISTANCE
L1	S 49°23'59" E	164.38'
L2	S 49°23'59" E	70.46'
L3	N 70°48'52" E	724.65'
L4	S 55°27'27" W	277.66'
L5	S 07°29'53" W	131.99'
L6	S 34°31'25" W	144.38'
L7	S 08°10'56" W	299.26'
L8	S 09°14'56" W	321.22'
L9	S 09°18'45" W	63.65'
L10	S 85°49'50" W	119.40'
L11	N 01°07'15" E	297.04'
L12	S 85°38'13" W	503.37'
L13	S 69°22'39" W	115.91'
L14	S 62°34'10" W	413.21'
L15	S 39°20'08" W	204.11'
L16	S 39°20'53" W	94.13'
L17	N 10°11'19" W	53.97'
L18	S 68°02'52" W	54.07'
L19	S 61°29'20" W	236.53'
L20	S 67°04'33" W	129.10'
L21	S 58°54'31" W	240.60'
L22	N 79°29'16" W	141.65'
L23	N 89°15'48" W	190.55'
L24	S 39°21'11" W	75.59'
L25	S 22°48'04" E	72.01'
L26	S 34°47'04" E	131.36'
L27	S 17°59'03" W	91.33'
L28	S 39°03'45" W	14.89'
L29	S 15°42'58" W	49.35'
L30	S 14°35'52" E	6.09'
L31	S 18°01'13" W	182.69'
L32	S 11°39'48" E	24.17'
L33	S 43°34'38" E	103.73'

LINE	BEARING	DISTANCE
L34	S 81°51'44" W	35.61'
L35	S 46°21'08" W	437.81'
L36	N 01°14'41" W	197.84'
L37	N 06°13'19" E	322.29'
L38	N 11°20'47" E	46.19'
L39	N 04°59'39" E	111.75'
L40	N 06°07'09" W	125.20'
L41	N 11°40'11" W	135.60'
L42	N 19°59'41" W	59.24'
L43	N 03°04'30" W	67.40'
L44	N 41°16'21" E	38.02'
L45	N 20°57'32" E	35.75'
L46	N 12°52'01" E	46.43'
L47	S 81°13'17" E	43.19'
L48	S 62°55'48" E	68.00'
L49	S 82°17'55" E	158.67'
L50	S 85°58'14" E	205.67'
L51	N 86°22'53" E	172.33'
L52	N 72°51'35" E	227.22'
L53	N 66°35'46" E	288.58'
L54	N 58°53'47" E	67.92'
L55	N 48°53'19" E	146.36'
L56	N 33°42'59" E	103.69'
L57	N 29°36'59" E	61.23'
L58	N 43°51'34" E	230.50'
L59	N 50°53'22" E	244.17'
L60	N 34°37'27" E	110.55'
L61	N 45°11'02" E	50.02'
L62	N 47°43'20" E	92.17'
L63	N 54°07'06" E	164.49'
L64	N 51°09'51" E	148.70'
L65	N 48°50'58" E	65.41'
L66	N 12°52'01" E	24.05'
L67	N 28°06'12" E	81.86'

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 23.638 ACRE TRACT OF LAND SITUATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, THE MARY ANN LEWIS SURVEY, ABSTRACT NO. 406, AND THE LEROY B. LORD SURVEY, ABSTRACT NO. 407, IN WILLIAMSON COUNTY, TEXAS, AND BEING PART OF THE 15.569 ACRES TRACT OF LAND CONVEYED TO WILSON FAMILY COMMUNITIES, INC., AS RECORDED IN DOCUMENT NO. 2009094852, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING PART OF THE 22.0206 ACRE TRACT OF LAND CONVEYED TO WILSON FAMILY COMMUNITIES, INC., AS RECORDED IN DOCUMENT NO. 2013095533, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

NOTES:

1) BEARING BASIS: STATE PLANE COORDINATE SYSTEM, NAD-83, TEXAS CENTRAL(4203). DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

2) THIS SURVEY IS A BOUNDARY ONLY AND WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND DOES NOT SHOW ANY EASEMENTS, SETBACKS, OR RESTRICTIONS THAT MAY AFFECT THE SUBJECT TRACT. THIS IS NOT INTENDED TO BE USED AS A LAND TITLE SURVEY.

3) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

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 March 16, 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 1B, CONDITION IV 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.

March 28, 2018

Shane Shafer, R.P.L.S. NO. 6281 DATE

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
FIRM REGISTRATION NUMBER 10006900

Commissioners Court - Regular Session **69.**

Meeting Date: 07/21/2020

Bonecave Item

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on issuing a comment letter to the US Fish and Wildlife Service recommending the removal of the Bone Cave harvestman from the Federal List of Endangered Species; and, further, authorize the law firm of Nossaman LLP to provide any necessary modifications to such letter in order to fully evidence Williamson County's support of such delisting.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Draft Letter to USF&W Service

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 07:58 AM
Form Started By: Hal Hawes		Started On: 07/15/2020 04:58 PM
Final Approval Date: 07/16/2020		

Public Comments Processing
Attn: FWS-R2-ES-2017-0018
U.S. Fish and Wildlife Service
MS; JAO/1N
5275 Leesburg Pike
Falls Church, Virginia 22041-3803

RE: Information in support of U.S. Fish and Wildlife Service's 12-month status review of the Bone Cave harvestman (*Texella reyesi*) required pursuant to the October 10, 2019, positive 90-day finding on a petition to delist

To whom it may concern:

Williamson County, Texas ("County") submits this letter in connection with the U.S. Fish and Wildlife Service's ("Service") 90-day finding that a June 2, 2014 petition ("Petition") to delist the Bone Cave harvestman (*Texella reyesi*) ("BCH") provided substantial information indicating delisting the BCH may be warranted, which was published in the Federal Register on October 10, 2019 ("Positive 90-day Finding") (Federal Register 84:54,542). A copy of the Petition is provided as Exhibit 1 hereto and is fully incorporated by reference.

The Petition urged the Service to delist the BCH on the grounds that the species had recovered and that the species was originally listed in error. The Service found in 2017[1] that the Petition did not present substantial scientific or commercial information indicating delisting may be warranted ("2017 Finding"), and the American Stewards of Liberty ("ASL") and others challenged that finding in the U.S. District Court for the Western District of Texas. The County, along with John Yearwood, intervened as a plaintiff in that case, on the basis that the Service's failure to delist the BCH violated the Necessary and Proper and Commerce Clauses of the United States Constitution. On March 28, 2019, the court vacated the 2017 Finding, holding that it was arbitrary and capricious and directing the Service to make a new 90-day finding. In its order, the court concluded that "the [P]etition presents available, substantial scientific and commercial information indicating that delisting of the [BCH] may be warranted" (*American Stewards of Liberty v. Department of the Interior*, 370 F.Supp.3d 711, 729 [Western District of Texas, 2019]) (emphasis added). The court instructed the Service to analyze the Petition based on available population information, not population information that the Service admits is impossible to attain" (370 F.Supp.3d 711, 729).

The Service published the Positive 90-day Finding within the time subsequently agreed upon by the parties and approved by the court.

On August 27, 2019, six months after the court vacated the 2017 Finding, the Service (along with the National Marine Fisheries Service) revised their joint regulations governing the Endangered Species Act ("ESA") listing and delisting processes ("Revised Regulations")

[1] The Service also made a negative 90-day finding in 2015; however, that finding was voluntarily remanded back to the agency when it was discovered during litigation brought by ASL that the Service had failed to consider dozens of documents provided by ASL and others in support of the Petition.

(Federal Register 84:45,020 [August 27, 2019]). The Revised Regulations had an effective date of September 26, 2019. The County's comments regarding the status of the BCH follow the Service's Revised Regulations; however, whether the Service applies the ESA listing and delisting regulations that were in place at the time the Petition was submitted or the Revised Regulations that currently are in effect, it is clear that the best available scientific and commercial information demonstrates that delisting the BCH is warranted.

The BCH has occupied and persisted in caves surrounded by development since it was listed. Circumstances once viewed as threats to the species have, over time, proven not to have the kinds of impacts once predicted by the Service and others. Moreover, the species has received a significant amount of protection due largely in part to the existence of the Williamson County Regional Habitat Conservation Plan ("RHCP") and Balcones Canyonlands Conservation Plan ("BCCP"), under which numerous species-occupied caves have been permanently protected and through which those caves undergo regular monitoring and management for the benefit of the BCH and other endangered karst invertebrates.

Through the efforts of the County, the Williamson County Conservation Foundation ("Foundation") and others, nearly 100 species-occupied caves have been preserved; implementation of robust monitoring and maintenance of occupied caves is ongoing; and (as described below) under state and local law, best management practices that prevent or ameliorate many of the supposed stressors previously identified by the Service as having an impact on the species are enforced across the species' range. The stable and increasing status of the BCH should serve as a resounding success story for the Service. Efforts undertaken or supported by the Service, such as the development and approval of two habitat conservation plans ("HCPs") covering the entire known range of the BCH and close coordination of the Service with Travis and Williamson Counties to identify and encourage permanent preservation of dozens of species-occupied caves, have propelled the BCH to a point where the listing criteria no longer support maintenance of the species on the list of endangered or threatened species. Studies, monitoring, and management undertaken pursuant to these two HCPs and others approved by the Service have resulted in the discovery of a host of new, confirmed locations for the BCH far beyond the range known at the time the species was listed.

It is truly remarkable that a species once known from only five or six caves is now known from 203 caves, 100 of which (approximately 50% of the total known localities) are protected in preserves, parks, or other open spaces. As a result of the increase in known localities, the known distribution of the species has increased more than 3,000% (that is, more than 30-fold) over a period of 25 or so years.[2]

[2] The County is aware of a recent study by Hedin and Derkarabetian (2020) investigating BCH genetic diversity. The researchers examined the closely related Bee Creek Cave harvestman (*T. reddelli*) and found strong evidence that both species form a single clade (i.e. single species) at locations north of the Colorado River. While the authors stop short of taxonomic revision, the potential of adding more BCH localities to the map further increases the representation of the species across the landscape. The same study also increases our understanding of the BCH by showing that this species exhibits a high degree of genetic variability across its range, again pointing to robust representation of the species.

When one views the totality of the best scientific and commercial data available, it is now clear that the BCH does not currently meet the listing criteria established by section 4 of the ESA and implemented under the Revised Regulations or former versions thereof. Instead, the best available scientific and commercial data available clearly demonstrates that the BCH is neither "in danger of extinction throughout all or a significant portion of its range" nor "likely to become an endangered species within the foreseeable future throughout all or a significant portion of its range" (16 United States Code [USC] 1532(6), (20)).[3]

I. Summary of Best Available Scientific and Commercial Information

As described in greater detail below, the best available scientific and commercial data demonstrate clearly and unequivocally that the BCH does not meet the definition of an endangered or threatened species as those terms are defined in the ESA. When the BCH was listed (as the Bee Creek Cave harvestman [*Texella reddelli*]), it was known from merely five or six localities, and the Service did not indicate a belief that significant numbers of new locations would be discovered (Federal Register 53:36,029 [September 16, 1988]). On the contrary, the perceived status of the BCH at the time of listing was so dire that the Service waived the typical 30-day delay between publication of the final rule and the effective date of the listing, stating that "immediate protection is needed to meet the ongoing threat of construction activities that are taking place on land that includes all or a major portion of each of the subject species' habitat" (Federal Register 53:36,030).

More than thirty years after the BCH was listed, the species is now confirmed in over 200 caves, 100 of which are under some form of protection and/or management and many of which are conserved in the context of Service-approved HCPs and interagency consultations under the ESA. As noted above, the BCH is covered by the RHCP and the BCCP, which together address the entirety of the species' known range. State and local regulatory mechanisms have been adopted since the BCH was listed that provide direct and/or indirect protection of the BCH through implementation of best management practices, setbacks, and others mechanisms. Monitoring of occupied caves has demonstrated that BCH continue to persist even where those caves surrounded by development.

Available data, when applied against the ESA listing criteria, demonstrate clearly that the BCH does not meet the definition of an endangered or threatened species under the ESA and should be promptly delisted in accordance with applicable law and regulation. Consequently, the County urges the Service to find that the Petition is warranted and promptly publish in the Federal Register a proposed rule to delist the BCH.

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[3] Under the Service's listing framework, the agency has explained that "the term foreseeable future extends only so far into the future as the [Service] can reasonable determine that both the future threats ***and the species responses to those threats are likely***" (Federal Register 84:45,020 [August 27, 2019]) (emphasis added). The Service is required to "describe the foreseeable future on a case-by-case basis, using the best available data and taking into account considerations such as the species' life-history characteristics, threat-projection timeframes, and environmental variability" (Federal Register 84:45,020). The Service interprets the term "likely" to mean "more likely than not" (Federal Register 84:45,020).

II. Regulatory Framework

Under the Revised Regulations, Title 50 of the Code of Federal Regulations (CFR) 424.11(e) requires the Service to delist a species where the Service finds after a review of the best scientific and commercial data available that any of the following situations apply: 1) the species is extinct; 2) the species "*does not meet the definition of an endangered species or a threatened species;*" or 3) the listed entity does not meet the statutory definition of a species[4] (50 CFR 424.11(e)) (emphasis added).

The Revised Regulations require the Service, when determining whether a species meets the definition of an endangered or threatened species,[5] to apply the same factors and standards the agency uses in making listing or reclassification determinations (50 CFR 424.11(e)(2)). The ESA includes five criteria, commonly referred to as "listing factors," that the Service must apply in making listing and delisting determinations (16 USC 1533(a)(1)(A)-(E); 50 CFR 424.11(c)):

- The present or threatened destruction, modification, or curtailment of a species' habitat or range ("Listing Factor A");
- Overutilization for commercial, recreational, scientific, or educational purposes ("Listing Factor B");
- Disease or predation ("Listing Factor C");
- The inadequacy of existing regulatory mechanisms ("Listing Factor D"); or
- Other natural or manmade factors affecting the species' continued existence ("Listing Factor E")

Listing factors A, B, C, D, and E are collectively referred to herein as the "Listing Factors." As set forth in the Revised Regulations, the Service "shall" delist a species where that species does not meet the definition of an endangered or threatened species and, in making such determination, must apply the Listing Factors (50 CFR 424.11(e)).

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[4] In the preamble to the Revised Regulations, the Service indicated that it removed as basis for delisting that the listing was in error due to the fact that the language was "unnecessary," as "the other delisting factors being finalized in this rule, including whether the listed entity meets the definition of 'species' or a determination that a species meets the definition of a 'threatened species' or 'endangered species,' adequately capture instances in which a species was listed due to an error in the data, or in the interpretation of that data, at the time of the original classification" (Federal Register 84:45,196).

[5] In the context of making a determination as to whether a species should be listed as threatened or endangered, it is important to keep in mind the ESA's definitions relating to the same. An endangered species is one that is presently "in danger of extinction throughout all or a significant portion of its range" (16 USC 1532(6)). By contrast, a *threatened* species is one that is "likely to become an endangered species within the foreseeable future throughout all or a significant portion of its range" (16 USC 1532(20)). Importantly, under the Service's listing framework, the agency has explained that "the term foreseeable future extends only so far into the future as the [Service] can reasonable determine that both the future threats ***and the species responses to those threats are likely***" (Federal Register 84:45,020 [August 27, 2019]) (emphasis added). The Service is required to "describe the foreseeable future on a case-by-case basis, using the best available data and taking into account considerations such as the species' life-history characteristics, threat-projection timeframes, and environmental variability" (Federal Register 84:45,020). The Service interprets the term "likely" to mean "more likely than not" (Federal Register 84:45,020).

III. Listing Factor A: The Present or Threatened Destruction, Modification, or Curtailment of a Species' Habitat or Range

In previous reviews, the Service has identified Listing Factor A—the present or threatened destruction, modification, or curtailment of the species' range—as particularly relevant to the BCH listing status (Service 1988, 2018a, 2018b). Specifically, the Service has indicated that activities associated with urbanization (e.g., those associated with roads, industrial use, and residential and commercial construction) pose a threat to the continued existence of the BCH due to "destruction of macro- and mesocaverns, alteration of drainage patterns, degradation of native plant communities, increased edge effects, contamination, human visitation and vandalism, and invasive species" (Service 2018a). These consequences are described by the Service's 2018 "Species Status Assessment for the Bone Cave Harvestman" (Service 2018a) ("2018 SSA") and "Bone Cave Harvestman 5-year Review" (Service 2018b) ("2018 5-year Review") as potentially resulting in decline or extirpation of BCH populations; potential loss, destruction, and degradation of BCH habitat; disruption of nutrient inputs and nutrient cycling; and flooding of karst features. In those documents, the Service forecasts that continued human population growth and associated development will threaten the BCH into the foreseeable future. However, the Service found in their Positive 90-Day Finding that the Petition presented substantial scientific or commercial data to indicate that these threats may be reduced or ameliorated (Service 2019a).

As described in greater detail below, available data indicate that causal links between surface development and adverse effects to BCH are, in fact, absent or tenuous and there is substantial evidence that threats to the species previously identified by the Service are not as significant as previously perceived by the agency. Even if one were to assume solely for the sake of argument that there existed a causal link between surface development and some degree of adverse effects to BCH, such threats could not be said to threaten the BCH with extinction now or in the foreseeable future due to the species' apparent proliferation across its known range since the time of listing. This is especially so once one takes into consideration the extensive and varied protections the BCH receives across its known range.

The Petition provided ample information demonstrating BCH persistence both in areas of typical development and with human access. For example, the Petition pointed out: 1) the continued persistence of the species in Inner Space Caverns despite receiving 100,000 visitors annually and being located underneath Interstate Highway 35; 2) the continued persistence of BCH in 25 caves located within the Sun City residential community near Georgetown, Texas; 3) the continued persistence of the species in Weldon Cave, which was feared by the Service in 1988 to no longer exist due to a road extension and neighboring residential development; and 4) the continued persistence of the species in Three-Mile and Four-Mile Caves located under State Highway 29 in Williamson County.

A more recent document reporting on a study of Millipede Annex Cave, which is located in the middle of a large high school complex, demonstrates BCH presence within a developed area, and includes temporal data demonstrating persistence (Cambrian Environmental [Cambrian] 2017). This study demonstrated that the BCH population in Millipede Annex Cave not only has

persisted, but has even seen a documented increase in abundance for more than 20 years since the school was built (Cambrian 2017).

Additional documentation of BCH persistence has also been reported by Cambrian at other localities (Cambrian 2017), as well as by the on-going monitoring program associated with the Foundation's obligations under the RHCP (Van Kampen-Lewis and White 2020a). Both of these studies indicate that urbanized localities—such as the Beck Preserve (44.5 acres) and the Beck Commons Preserve (4.2 acres)—include caves with some of the highest BCH counts among the caves managed and monitored by the Foundation. For example, Van Kampen-Lewis and White (2020a) indicate Beck Bat Cave had more than 30 BCH documented in 2017 (p.20) and Beck Sewer Cave had more than 40 BCH in 2017 (p.85). Although these high counts are not typical even at the same locations and may be tied to increased rainfall during the study period, the data nevertheless demonstrates that the species persists and can flourish despite substantial urbanization.

a. *BCH is not threatened by edge effects and other changes caused by urbanization*

The Service has expressed concern that certain indirect effects to the BCH stemming from urban development, sometimes referred to as "edge effects,"[6] pose a threat to the species. However, available data—namely, the continued persistence of BCH within caves surrounded by development—strongly suggests that edge effects do not pose a threat to the species continued existence (Cambrian 2017; Van Kampen-Lewis and White 2020a) and there exists virtually no countervailing data.[7] There is not a circumstance in which urban development has been documented to extirpate a BCH population.

Edge effects on the BCH resulting from development activities were identified by the 2018 SSA as including changes to plant/animal communities, increased solar radiation in cleared areas, changes to nutrient cycling, and changes to leaf litter decomposition (Service 2018a). Studies published over the last several decades, however, provide a different perspective. For example, one study indicated that where terrestrial vegetation is not a significant source of nutrient input, changes to leaf litter decomposition may have little effect on cave fauna (Reddell 1993). Another study posited that some surface nutrients may be transferred to deeper portions of caves via water (Simon et al. 2007). While some studies on which the Service has previously relied have shown that surface nutrients may be mediated through a limited number of fauna such as cave crickets (*Ceuthophilus* spp.) (Taylor et al. 2004; Taylor et al. 2007), Van Kampen-Lewis and White (2020a, 2020b) document many species that forage on the surface and then deposit nutrients (i.e., feces, dead bodies) within the cave ecosystem. Such species include (but are not

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[6] As described in the Service's 2018 Status Review for the BCH, edge effects are "changes to the animal and plant communities where different habitats meet" (Service 2018a:35).

[7] The County is aware of only one instance of a BCH location apparently experiencing decline as a result of surrounding development: Lakeline Mall Cave. This locality is situated squarely within a roughly 80-acre mall and parking lot complex, and studies shown evidence of decline. The mall complex was built prior to implementation of various state and local regulations and ordinances governing setbacks and others measures for the protection of the Edwards Aquifer and karst features. It is highly unlikely that, were the same area to be developed today, Lakeline Mall Cave would be similarly impacted.

limited to) common harvestman (*Leiobunum townsendi*), racoon (*Procyon lotor*),[8] chirping frogs (*Eleutherodactylus* sp.), and various snake species. Given the above-referenced data, it is evident that the Service's (2018a, 2018b) focus on the import of cave crickets does not capture the full picture of nutrient input to the cave ecosystem from other sources, including animal-derived sources such as raccoons and other such creatures.

The Service has for years considered cave crickets to be important conduits of surface nutrients to karst systems and as a result has opined that development activities affecting cave crickets have significant ramifications on nutrient availability in karst systems (Service 2011, 2018a, 2018b). Critically, however, there is no *actual* data concerning the diet of the BCH. Drawing inferences about BCH diet based on the diet of other harvestman species absent validation is unwise (Murphy et al. 2011), as studies have shown the diets of harvestmen to be quite varied. Some harvestmen forage on fungi or plants, others forage on soft-bodied invertebrates, and yet others on hard-bodied invertebrates including small beetles (Service 2018a).

The fact that BCH persist with stable or increasing populations in numerous caves situated within highly developed areas calls into question the Service's previous reliance on edge effects as a stressor on the species and additionally demonstrates that edge effects are not a present threat to the species habitat or range (Cambrian 2017; Van Kampen-Lewis and White 2020a).

b. *Habitat fragmentation is not a major stressor on the BCH*

Although the Service (2018a) recently indicated that habitat fragmentation may constitute a major stressor on the BCH, it is apparent that the agency did not consider the fact that urbanization in the BCH range occurs atop a three-dimensional, rather than two-dimensional, karst matrix. Urbanization in two-dimensional surface habitats has been documented to preclude surface species movement between localities. The karst matrix, however, remains connected even where urbanization is occurring or has occurred, and as a result, species dependent upon that matrix do not experience the same kind of effects caused by surface habitat fragmentation as species that have no such dependence. For example, BCH have been documented in the Beck Preserve for 10 years despite the fact that the preserve has been surrounded by residential and commercial development for many decades (Van Kampen-Lewis and White 2020a).

The recent discovery in the Beck Preserve of a karst invertebrate never before documented in the preserve lends additional support to the fact that surface habitat fragmentation caused by urbanization does not pose a significant adverse threat to karst matrix-dependent species. Specifically, the blind *Batrisodes reyesi* (no common name) ("*B. reyesi*") was recently documented in Beck Bat Cave. B. reyeisi presence in Beck Bat Cave constitutes a major range expansion of the known range for this species (Van Kampen-Lewis et al. 2019). While it is technically possible that previous biota surveys overlooked prior presence of *B. reyesi*, it is highly unlikely given Reddell and Finch (1963) indicate Beck Bat Cave was regularly visited as early as the 1950s. It is very possible this species is, in fact, expanding its range to the east through the karst matrix. Such an occurrence may indicate that the current level of urbanization

[8] Indeed, Prange et al. (2004) indicate racoons actually increase their densities in urban and suburban areas compared to more natural settings.

around the Beck Preserve is not hindering troglobitic movement within the subsurface is not negatively impacting species diversity at the Beck Preserve.

In sum, the continued existence of the BCH, particularly when combined with the recent discovery of other troglobites not previously recorded in the Beck Preserve, indicate continued karst habitat connectivity in the range of the BCH despite adjacent urbanization. As demonstrated above, the effects of urbanization on the BCH do not necessarily include fragmentation of the species' actual habitat because that habitat persists below the surface and continues to allow movement of the species from one area to another.

c. *Effects on the BCH from quarrying are likely to be minimal*

The 2018 SSA states that quarrying or mining operations "have the potential to impact Bone Cave harvestman populations" (Service 2018a:47). Limestone quarries physically remove the karst matrix required by the BCH, and as a result, quarry operations represent a highly localized threat to the species where such activities are occurring. In order to ascertain the approximate spatial extent of quarries within the known range of the BCH, the County reviewed the U.S. Geological Survey's Mineral Resources Data System (Schweitzer 2019). Because Schweitzer (2019) primarily provides point locations and not acreage for these mines the County used aerial imagery on ArcMAP combined with Travis and Williamson County central appraisal district parcel data to determine approximate quarry spatial extent. Active mines and adjacent tracts owned by the same entities were combined to estimate existing and potential quarry extent in the foreseeable future. Using this process, the County was able to determine that existing and potential limestone quarries could conceivably occur within 17.7% percent of the estimated 166 square-mile BCH range. Specifically, these quarries could intersect BCH range across 1.6 square miles (1,007 acres) in Travis County and 27.7 square miles (17,713 acres) in Williamson County. These numbers assume that all existing and potential quarries will be fully developed. Even using this assumption, there is not sufficient information indicating the BCH is threatened with extinction or will foreseeably be so as a result of quarrying activities within all or a significant portion of the species' range.

d. *Substantial conservation in place for the BCH protects the species from threats due to habitat loss*

Currently available data indicate at least 100 caves with documented BCH occupancy are under protection from land development and/or are managed in a manner consistent with conservation of the BCH (SWCA Environmental Consultants [SWCA] 2017a; Yearwood et al. 2014).[9] This includes caves protected in preserved lands across 51.9 square miles (35%) of the current known range of the BCH (SWCA 2017a). Much of that protection has been provided pursuant to the RHCP and BCCP, which are discussed in greater detail below.

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[9] Of the 100 protected or managed BCH localities, at least nine also contain other ESA-listed species and would continue to retain ESA-centric protection even if the BCH were delisted. These nine localities include every currently approved karst fauna area. Additionally, even if the BCH were delisted, many of these caves would continue to be protected due to the fact that conservation easements or other encumbrances have been permanently adopted.

i. Williamson County Regional Habitat Conservation Plan

The County's RHCP was approved by the Service in 2008 and supporting an ESA section 10 ITP, Permit No. TE-181840-1. The RHCP is administered jointly by the County and Foundation. Pursuant to the RHCP, the County and Foundation committed to, among other things, purchase or acquire management control of approximately 700 acres of land constituting three karst faunal areas for each of the RHCP-covered species (including the BCH) in the karst faunal areas where the species occurs (SWCA et al. 2008:5-3). The mitigation strategy set forth in the RHCP was based on the recovery criteria set forth in the recovery plan in place for the BCH and other listed karst invertebrates at the time the RHCP was approved (Service 1994).

Through the efforts of the Foundation pursuant to the RHCP, approximately 943 acres of land have been preserved containing 59 named karst features managed for the benefit of rare karst invertebrates in Williamson County (Van Kampen-Lewis and White 2020b). The Foundation also manages four additional karst preserves established since the Petition was submitted in 2014, which further increases the redundancy of protected BCH localities. These include the Beck Commons Preserve (4.2 acres), the Shaman Cave Preserve (81.7 acres), the Bat Well Cave Preserve (46.5 acres),[10] the Snowmelt Cave Preserve (1.3 acres), and the Coffin Cave Preserve (39.4 acres) (Van Kampen-Lewis and White 2020b). Biota surveys also indicate two Karankawa Cave Preserve locations (i.e., War Party Cave, Pemmican Cave) are now documented BCH localities, which were not previously known prior to management by the WCCF (Van Kampen-Lewis and White 2020a). The number of caves under some form of protection represents approximately half of all known occupied localities of the species as recognized by the Service (*see* Petition [Attachment A:2]; SWCA 2017a).

ii. Balcones Canyonlands Conservation Plan

The BCCP is an HCP approved by the Service in 1996 and supporting an ESA section 10 incidental take permit ("ITP"), Permit No. 78841 (Regional Environmental Consultants [RECON] and Service 1996). The BCCP authorizes take of eight ESA-listed species, including the BCH. The BCCP is administered jointly by the City of Austin, Texas, and Travis County, Texas.

Under the terms of the BCCP, the City of Austin and Travis County committed to preserving 35 caves or cave clusters containing ESA-listed species, 19 of which were to be protected for the benefit of the BCH (RECON and Service 1996:3–44). The BCCP also calls for protection of an additional 27 caves that host karst invertebrate "species of concern" identified in the plan. Protection of 19 BCH-occupied features under the BCCP would have resulted in protection for 86% of the species' total known localities within Travis County at the time the BCCP was approved (RECON and Service 1996). In exchange for this preservation, development of the remainder of the County covered by the BCCP may move forward, so long as the development complies with all applicable rules and regulations. Developers within the City of Austin and Travis County participate in the BCCP by paying fees and agreeing to a set of measures aimed at

[10] BCH has not yet been confirmed in Bat Well Cave; however, it is very likely the species exists in that cave due to its proximity to other confirmed BCH localities and when considering the local rock strata.

minimizing the impact of any take of listed species—including BCH—that may occur in connection with development activities. According to the most recent BCCP annual report, 50 of the 62 karst features identified by the BCCP for protection have been preserved in some way (Travis County and City of Austin 2020), including 16 caves containing BCH.

Preservation pursuant to the BCCP alone includes 21.6 square miles (13% of BCH range) of preserved land protected in perpetuity (SWCA 2017b). This includes habitat with demonstrated occupancy and areas over karst zones 1 and 2, which the Service has on many occasions indicated are highly likely to contain listed karst invertebrates.

iii. Summary of the RHCP and BCCP

Appendix A to the Petition (see Attachment A) contains a thorough description of caves that were protected and/or managed for the benefit of the BCH at the time of the Petition and includes detail about the degree of protection, as well as the ownership and management given to each cave. Since the Petition was submitted, and as noted above, six new BCH locations have been preserved, for a total of 100 as of the date of this comment letter. The County urges the Service to review carefully Appendix A to the Petition as well as the literature cited in this comment letter that has been published since 2014. The totality of current, on-the-ground conservation alone for the BCH justifies immediate delisting of the species.

IV. Listing Factor B: Overutilization for Commercial, Recreational, Scientific, or Educational Purposes

There is no commercial or scientific information suggesting Listing Factor B is a significant threat to the BCH and the Service has not previously indicated such a threat exists.

V. Listing Factor C: Disease or Predation

Although the Service has previously identified Listing Factor C and, specifically, ill effects to the BCH caused by red imported fire ants (*Solenopsis invicta*) ("RIFA"), as potentially posing a significant threat to the species (Service 2018a, 2018b), recent data indicate that threats to the BCH from nonnative species such as RIFA and tawny crazy ants (*Nylanderia fulva*) are, in fact, not as severe as has been previously postulated by the Service and others (SWCA 2017c).

The RIFA is an aggressive generalist forager recognized nationally and internationally as an invasive species and a pest (Tschinkel 2006). In the past, the Service has assumed that native fauna are threatened by RIFA and, specifically, the agency has identified RIFA as a significant predator within karst ecosystems (Service 1994).

SWCA (2017c), however, provides a review of the best available science of the effects of RIFA on karst invertebrates endemic to Central Texas and presents many studies showing evidence of surface arthropod resiliency to RIFA invasion. SWCA (2017c) documents the disconnect between RIFA foraging and previously perceived effects to the BCH, including the fact that there have been no reported accounts of BCH consumption by RIFA. While some have posited that RIFA may forage or scavenge within caves (see, e.g., Elliott [1993]), others have noted that

"RIFA foraging in the entrance and twilight zones resulted in relatively little interaction with cave-limited species" (Taylor et al. [2003:3]). To the extent BCH are dependent upon cave crickets, which is debatable, multiple sources point to the fact that there is little evidence to suggest RIFA has significant effects on nutrient deposition in caves mediated by cave crickets. For example, Taylor et al. (2007) indicate RIFA and cave crickets do not overlap (compete) in food chains, Morrison et al. (2002) indicated RIFA may not pose a long-term threat to native arthropods, and SWCA (2017a) indicates there is scant evidence to suggest cave cricket abundance is significantly reduced by the presence of RIFA.

Put simply, the best scientific and commercial information indicates at a minimum that there exists substantial doubt about whether RIFA, in fact, pose a threat to BCH that would rise to the level of threatening the species with extinction now or in the foreseeable future. Instead, the best scientific and commercial information suggests that RIFA do not pose a t hreat to BCH under Listing Factor C that would justify continued listing of the species under the ESA.[11]

VI. Listing Factor D: The Inadequacy of Existing Regulatory Mechanisms

The Service previously has indicated the lack of adequate existing regulatory mechanismsrepresents a continued threat to the BCH (Service 2009; 2018b; 2019b). However, there are a number of significant regulatory mechanisms in place that protect karst invertebrate habitat, including specifically habitat for the BCH. The Petition provided significant detail concerning regulatory mechanisms adopted by the City of Georgetown, the City of Austin, and the Texas Commission on Environmental Quality ("TCEQ"), among others. These city and state regulations and ordinances were adopted specifically to protect the quality of water entering the Edwards Aquifer. By their very nature, these rules and ordinances protect associated karst features by reducing or avoiding impacts to these features that would potentially result from development activities. The jurisdictional coverage of the regulations and ordinances put in place by the cities of Georgetown and Austin alone encompass approximately 115 square miles or 78% of the known range of the BCH. Likewise, TCEQ rules addressing water quality over the Edwards Aquifer cover a vast majority of the species' range. Below, the County provides a brief overview of these protections. Additional information may be found in the Petition.

a. *Existing preserves benefitting BCH*

The Petition noted that as of 2014, there were 94 BCH-occupied caves under some form of protection from land development. As described above, there are now 100 protected caves spread across the species' range which representing one-half of all known BCH localities.

b. *City of Georgetown Water Quality Ordinance and Water Quality Management Plan*

In 2015, the City of Georgetown adopted Water Quality Regulations for Property located Over the Edwards Aquifer Recharge Zone (Ord. No. 2015-13§ 3 [Exh. A]) ("Water Quality

[11] The County also acknowledges the Service's recent hypothesis that the tawny crazy ant may be a threat to the BCH (Service 2018b). However the literature does not extensively document tawny crazy ant presence within caves or within the karst ecosystems. A limited study conducted by LeBrun (2017) in several Travis County caves indicated neither a localized nor widespread threat to the BCH, documented only limited foraging within caves, and noted the complete disappearance of tawny crazy ant presence from a study cave for unknown reasons.

Ordinance'). The City's Water Quality Ordinance protects water quality within the City and its extra-territorial jurisdiction and provides substantial benefits to the federally listed Georgetown salamander (*Eurycea naufragia*) and its habitat and tangential benefits to the BCH.[12] Among the requirements of the Water Quality Ordinance are setbacks from streams and springs with flow potentially to the Edwards Aquifer.

In 2013, the City also adopted a Water Quality Management Plan for all areas within the Edwards Aquifer Recharge Zone ("EARZ") (found at: https://planning.georgetown.org/water-quality-regulations/). The purpose of the Water Quality Management Plan was to establish and implement best management practices, including construction-site stormwater runoff control and pollution prevention, over the EARZ.[13] Under the City's Water Quality Management Plan, the City implements public education, illicit discharge detection and elimination, construction site stormwater runoff control, post-construction stormwater management in new developments and re-developments, and pollution prevention for municipal operations. Taken together, these measures benefit BCH by preventing harmful materials from reaching BCH habitat and cover more than 10,000 acres of the species' known range.

c. *City of Austin Regulations*

The City of Austin has adopted several regulatory mechanisms benefitting the BCH, including those relating to water quality, recharge, and karst features. City of Austin regulations benefitting the BCH cover approximately 67% of the species' range (Petition at 25). For example, section 1.3.0 of the City of Austin Environmental Criteria Manual ("ECM") and related guidance typically require a 150- to 300-foot radius setback around caves, sinkholes, and recharge features. The ECM also includes best management practices required to be implemented within the City of Austin (e.g., work stoppage where certain types of voids are discovered during construction, completion of geologic assessment). In 2008, the City of Austin adopted the Void and Water Flow Mitigation Rule (ECM Section 1.12.0), which requires an inspection of construction sites to identify sensitive features prior to any backfilling and requires certain measures be implemented if a void is discovered during construction. Stated purposes of the Void and Water Flow Mitigation Rule include preserving hydrologic function, maintaining recharge paths to springs, creeks, and wells, isolating karst features from potential contaminants, maintaining the structural integrity of voids, and protecting the Edwards Aquifer. Additional information on the ECM, Void and Water Flow Mitigation Rule, and other City of Austin regulations is provided in the Petition and within the rules themselves.

d. *Texas Commission on Environmental Quality Regulations*

As described in detail in the Petition, the stated purpose of TCEQ's Edwards Aquifer Rules is to protect the existing quality of groundwater, "consistent with . . . the propagation and protection

[12] In addition to the Water Quality Ordinance, the City's Unified Development Code contains a set of voluntary measures the regulated community may implement for the benefit of the Georgetown salamander. These re

[13] In 2014, TCEQ adopted rules requiring the City of Georgetown (and others) to submit stormwater implementation plans describing how BMPs and other control measures implemented by the City would reduce pollutants into the City's stormwater to the maximum extent practicable. TCEQ's required stomwater implementation plan has been incorporated in and serve as the City's water quality management plan.

of terrestrial and aquatic life" and for "protection of the environment," among other things (30 Tex. Admin. Code § 213.1(1)). The Edwards Aquifer Rules include measures to reduce threats relating to urbanization and construction activities, pollution over the karst zone from pesticides and other chemicals, and protection from modification of surface habitats. Although not adopted specifically for the benefit of the BCH, because the surface-connected caves and mesocavernous spaces that provide habitat for BCH are also considered significant recharge features to the Edwards Aquifer, the conservation measures required by the Edwards Aquifer Rules also directly benefit BCH. Additional and significant detail may be found in the Petition.

e. *ESA*

A number of caves presently known to be occupied by BCH that are currently under some form of protection would continue to be protected even if the BCH were delisted due to the presence of other federally listed karst invertebrates in those locations. Table 3 of the Petition provides additional detail concerning these caves and the protection afforded thereto.

f. *Summary of Listing Factor D*

Nearly all of the BCH range is afforded protection via regulations, ordinances, and permanent preservation separate and apart from ESA regulations associated with federally listed species. Taken together, the information presented above and in the Petition provides substantial evidence to indicate that the BCH is not threatened with extinction—now or in the foreseeable future—throughout all or a significant portion of its range due to the inadequacy of existing regulatory mechanisms.

VII. Listing Factor E: Other Natural or Manmade Factors Affecting the Species' Continued Existence

In the past, the Service has identified threats to BCH based on human visitation and vandalism of species-occupied caves and the potential impacts of climate change as factors weighing in favor of listing the BCH or maintaining its endangered status. The best available scientific and commercial information, however, indicates that cave visitation, vandalism, and climate change do not represent threats to the species under Listing Factor E.

a. *Human visitation and vandalism*

The Service has in the past viewed human visitation and vandalism as posing a threat to the species (Service 1988). The Service's theory appears to assume that individual BCH could be trampled by humans and that such trampling, cumulatively, would severely impact the persistence of the BCH and the other listed karst species. The Service noted at the time of listing that the species is "extremely vulnerable to losses because of their severely limited range and habitat and because of the naturally limited ability to colonize new habitats" (Service 1988:38032). The Service also believed at the time of listing that the BCH (and other listed troglobites) were confined to shallow caves that were "isolated islands of the Edwards Limestone that were separated from one another" (Service 1988:36030). However, as mentioned above, the best scientific and commercial data available today demonstrate continued BCH occurrence and persistence in caves accessible to and visited by humans (e.g., Inner Space Caverns). Studies simply have not shown that BCH populations are threatened by vandalism or human visitation.

Indeed, the County was unable to find published data indicating one or more BCH localities had been extirpated or seen a local population decline as a result of human vandalism or visitation since the time of listing. This is likely the case given the species is thought to inhabit a three-dimensional karst matrix of mesocavernous voids (Service 2018a) across an estimated 166-square mile range (SWCA 2017a). Accordingly, threats to the BCH as a result of human visitation and vandalism of caves under Listing Factor E do not pose a threat that warrants the species' maintenance on the list of endangered species.

b. *Climate change*

The Service has presented an equivocal stance on whether and to what extent climate change poses a threat to the BCH, and even where climate change has been raised as a potential threat to the BCH, the agency has never indicated that any such threat would occur with reasonable certainty. For example, climate change was mentioned as a possible threat by the Service for the first time in 2009 (Service 2009). At that time, the agency stated that while they believed it "reasonable to assume" that BCH may be affected by climate change, the Service also acknowledged it "lack[ed] sufficient certainty to know *how* climate change will affect the species" (Service 2009:18) (emphasis added). In 2018, the Service cited two studies standing for the premise that "longer dry periods are anticipated in the Great Plains and American Southwest with resultant decreases in soil moisture" (Service 2018a, citing Seager et al. 2013 and Cook et al. 2015).[14] The Service then stated that "[t]he dependence of troglobitic arachnids on stable temperatures and humidity . . . suggest[s] the Bone Cave harvestman may be affected by changing climactic conditions" (Service 2018a). The Service concluded that "[i]f surface temperatures increase and the area experiences [a] longer dry period and reduced soil moisture, this could increase in-cave temperatures and reduce humidity which *may* affect the Bone Cave harvestman" (Service 2018a) (emphasis added).

More recent research on climate change (Wang et al. 2015) predicts increased temperatures will result in increased precipitation, not decreased precipitation as indicated by the Service (2018a). Wang et al. (2015) investigated intense flooding in Texas and Oklahoma associated with an unusually strong El Nino Southern Oscillation ("ENSO") event during May 2015. They investigated ENSO-related precipitation anomalies in the southern United States using precipitation regression from 1940–2014 and found a significantly stronger precipitation signal over central Texas through that period, with a distinctly stronger precipitation signal from 1980–2014. ENSO warming in the tropical Pacific helps to deepen the stationary trough west of Texas, which enhances southerly winds from the Gulf of Mexico flowing northward, increasing moisture for above-average precipitation. Wang et al. (2015) conclude that anthropogenic warming contributed to the processes that dramatically elevated precipitation during May 2015

[14] The County acknowledges the Seager et al. explain that decreases in soil moisture will "only be a few percent" and reiterate that "[a]nnual average mean and median soil moisture also decreases in all three regions with the largest and most certain drop in Texas but by less than 5%" (Seager et al. 2013:482, 485). However, the County notes that Seager et al. (2013) appeared to be largely concerned with surface water availability as it relates to agriculture, which, as demonstrated above, is not a requirement of BCH continued persistence and survival. Cook et al. (2015) do not include application specifically to Texas, but speak in generalities with respect to the Central Plains and Southwest regions of the United States.

in Texas and Oklahoma. Wang et al. (2015) also link a warming climate to increased ENSO-related precipitation since 1940. Wang et al. (2015) predict similar future precipitation outcomes for climate projections from 2010–2050, including above-average spring precipitation during ENSO events.

Feng et al. (2016) examined long-term satellite, surface radar, and rain-gauge network data across the central United States from 1979–2014. They document increased springtime mesoscale convective system ("MCS") activity in the Northern and Southern Great Plains during this period. These springtime MCSs are essentially thunderstorms and have increased in frequency and intensity during this period and show a very distinct trend of overall increased precipitation across the Great Plains and Midwestern United States. Feng et al. (2016) documented more intense and more frequent longer-lasting MCSs within the central United States as the climate has warmed and believe this overall trend will intensify.

Maupin et al. (2020) also note that MCSs in the Southern Great Plains have increased in intensity and frequency, but that more data are required to resolve uncertainty in global climate models as MCSs cause uncertainty in climate prediction. Maupin et al. (2020) add vital datapoints to resolve MCS-driven uncertainty in Southern Great Plains climate predictions by utilizing oxygen isotope ratio variations deposited in Williamson County stalactites dated to 30,000–50,000 years ago in order to recreate climactic conditions in Central Texas during this period. Maupin et al. (2020) document dramatic climate shifts during the last glacial period, with significant precipitation increases during warmer periods through this timeframe as MCS activity intensifies. Their climate reconstructions show that a hotter Texas is a wetter Texas. The historical climate reconstruction used data from the karst system in Williamson County and is directly representative of climatological conditions that have occurred during BCH evolution.

The research discussed above indicates that climate change in the Southern Great Plains of Texas will include increased temperatures and precipitation into the foreseeable future. Given positive correlations between BCH counts and precipitation as discussed above (Cambrian 2017; Van Kampen-Lewis and White 2020a), the best available scientific data indicate climate change likely does not pose a substantial threat to the species now warranting continued listing. Furthermore, it is unlikely that climate change will rise to the magnitude or severity in the coming years such that the species will become endangered within the foreseeable future.

Even without evidence that precipitation will increase as a result of climate change, the County points out that the BCH nevertheless would be able to persist despite any ill effects of climate change. During its previous reviews of the Petition, the Service disagreed with evidence presented by the Petition that effects to the BCH in connection with climate change may be mitigated via the species' use of mesocaverns (Service 2015, 2017). In 2017, the Service stated, "[w]e acknowledge that mesocaverns may provide some protection from fluctuations in temperature and humidity that may be induced by climate change. However, the presence of mesocaverns alone will likely not be sufficient to ameliorate all of the effects that climate change may pose to this species" (Service 2017:12).

In the 2017 Finding, the Service postulates that all potential ramifications from climate change—including increased temperatures, more severe storms, and/or more severe drought, flooding, or caves becoming drier—may directly or indirectly adversely affect the BCH. However, even if one ignores the recent climate change modeling and studies cited immediately above, none of the potential effects of climate change identified by the Service in its 2017 Finding translate to specific identifiable consequences to the BCH that will occur with reasonable certainty. That the Service is uncertain as to the impacts of climate change on the BCH and the role of mesocaverns is evident in the 2018 SSA and 2018 5-year review of the BCH (Service 2018a, 2018b). The 2018 SSA notes that "[n]etworks of interconnected mesocavernous voids are important, if not the preferred, habitat for many karst invertebrates" (Service 2018a) and the 2018 5-year Status Review of the BCH gives no indication that climate change poses an actual threat (rather than a mere stressor) to the species (Service 2018b). Without reasonable certainty that the threats discussed by the Service will result in measurable impacts to BCH in the foreseeable future, those threats cannot be used as a premise that the BCH is in danger of extinction. Any effects of climate change specifically in relation to the BCH are speculative, unforeseeable, and uncertain in their likelihood of occurrence and do not meet the standard for the species' listing under the ESA.

VIII. Delisting the BCH is Warranted Even Where Recovery Plan Goals Have Not Been Met

The Service first published a recovery plan for the BCH and six other karst invertebrate species endemic to Travis and Williamson Counties, Texas in 1994 (Service 1994) and adopted updates to that plan in 2019 (Service 2019b) (collectively, the 1994 and 2019 recovery plans addressing the BCH are referred to as the "Recovery Plan"). The Recovery Plan provides both downlisting and delisting criteria based on the preservation of a certain number and quality of karst fauna areas ("KFAs")[15] within identified karst fauna regions ("KFRs")[16] (Service 2019b).

Meeting the criteria for delisting or downlisting set forth in a species recovery plan prepared pursuant to ESA section 4(f) is not a requirement for the Service to remove the species from the list of threatened or endangered species. Numerous courts have held that although ESA section 4(f) requires the Service to prepare species recovery plans, such plans serve as guidance for the agency and do not carry the force of law in an agency's determination as to whether or not a listed species should be delisted (*see Friends of Blackwater v. Salazar*, 691 F.3d 428, 434 [D.C. Cir. 2012; *Fund for Animals, Inc. v. Rice*, 85 F.3d 535, 547 [11th Cir. 1996]; *Conservation Congress v. Finley*, 774 F.3d 611, 614 [9th Cir. 2014]; *Friends of Animals v. U.S. Fish and Wildlife Service*, Case No. 6:14-cv-01449 [2015 WL 4429147, at *5] [D. Ore., July 16, 2015)], *appeal docketed* No. 15-35639 [9th Cir. August 7, 2015]). Notably, in *Friends of Blackwater*, the Service itself argued successfully in the D.C. Circuit Court that the "criteria in the [r]ecovery [p]lan, unlike the factors in 4(a)(1) of the [ESA], are not binding upon the agency in deciding

[15] KFAs are geographic areas known to support one or more locations of an endangered species and act as distinct preserve systems separated from other KFAs by geologic and hydrologic features and/or processes or distances creating barriers to movement of water, contaminates, and troglobitic fauna (Service 2012).

[16] KFRs are geographic areas delineated based on the "discontinuity of karst habitat that may reduce or limit interaction between troglobite populations" (Service 2012).

whether a species is no longer endangered and therefore should be delisted" (691 F.3d 428, 432). And in the preamble to the Revised Regulations, the Service justified its removal of recovery as a basis for delisting by stating, "we are removing the word 'recovery' from this section . . . because recovered species would no longer meet the definition of either an 'endangered species' or a 'threatened species'" (Federal Register 84:45,035).

While the delisting criteria set forth in the Recovery Plan are intended to establish benchmarks for when the status of the BCH is secure and self-sustaining, the criteria are neither tractable, attainable, nor appropriate given the limited understanding of the BCH's biology, habitat needs, and available habitat. Much of the underpinnings supporting the design and use of KFAs is based on limited research of cave cricket conservation (as cited in Service 2012) and the metric(s) to link attributes of a KFA with the status of the BCH is unclear.

IX. Conclusion

As set forth above, the data are clear that, when one applies the Listing Factors established by ESA implementing regulations, the BCH does not meet the definition of an endangered or threatened species under the ESA.

Threats previously identified by the Service as justified listing or continued listing of the BCH have not proven, over time, to result in the kind of consequences to the species as was originally predicted and certainly do not justify continued listing of the species. State and local regulatory mechanisms in place across the species' range reduce or ameliorate a great number of previously perceived threats even where such regulatory mechanisms were not adopted specifically for the benefit of the BCH. As a result of local planning and coordination with the Service, robust conservation is in place for the species across its entire range. Since the species listing, the number of caves known to be occupied by the BCH has increased more than 30-fold, and approximately 100 known locations are under some form of protection. In short, it is clear when applying the Listing Factors that the BCH does not meet the definition of a threatened or endangered species under the ESA. For this reason, the County urges the Service to find that delisting the species is warranted and to promptly publish a proposed rule to delist the Bone Cave harvestman.

Sincerely,

Commissioners Court - Regular Session **70.**

Meeting Date: 07/21/2020

Constable 2 Vacancy

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 filling the open position of Deputy Constable for the Williamson County Precinct 2 Constable's Office with James W. Harrell Jr., pursuant to Texas Local Government Code 86.011.

Background

James W. Harrell, Jr. is being appointed to the open position of Deputy Constable by Constable Rick Coffman. Mr. Harrell is a licensed peace officer in the State of Texas with 24 years of active law enforcement experience, 23 of which were with Austin P.D. Mr. Harrell is a 13-year resident of Williamson County.

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	07/15/2020 10:51 AM
Form Started By: Kathy Pierce		Started On: 07/15/2020 10:39 AM
Final Approval Date: 07/15/2020		

Commissioners Court - Regular Session **71.**

Meeting Date: 07/21/2020

2020/2021 Holidays

Submitted For: Bill Gravell **Submitted By:** Melissa Goins, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on establishing County Holidays for FY2020/2021.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY20/21 Holidays

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	07/16/2020 07:59 AM
Form Started By: Melissa Goins		Started On: 07/09/2020 10:40 AM
Final Approval Date: 07/16/2020		

The proposed holiday schedule for paid holidays for the 2020/2021 budget year is as follows:

Veterans Day	Wednesday	November 11, 2020
Thanksgiving Holiday	Thursday Friday	November 26, 2020 November 27, 2020
Christmas Holiday	Wednesday Thursday Friday	December 23, 2020 December 24, 2020 December 25, 2020
New Year's Holiday	Thursday Friday	December 31, 2020 January 1, 2021
Martin Luther King Day	Monday	January 18, 2021
President's Day	Monday	February 15, 2021
Good Friday	Friday	April 2, 2021
Memorial Day	Monday	May 31, 2021
Independence Holiday	Monday	July 5, 2021
Labor Day	Monday	September 6, 2021

Commissioners Court - Regular Session **72.**

Meeting Date: 07/21/2020

Discuss, consider, and take appropriate action on the issuance of a burn ban.

Submitted For: Hank Jones **Submitted By:** Hank Jones, Fire Marshal Special Operations

Department: Fire Marshal Special Operations

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the issuance of a county-wide burn ban for a period not to exceed 90 days and to authorize the County Judge the authority to lift the order banning outdoor burning if conditions improve.

Background

The current conditions in Williamson County are: Average KBDI value of 573 (Scale of 1–800) with approximately 25% of the county experiencing KBDI values exceeding 648. After reviewing the burn ban matrix analytics, and current conditions, the current order allowing outdoor burning should expire due to the determination from the Williamson County Fire Marshal that the circumstances present in the unincorporated areas of Williamson County create a public safety hazard that would be exacerbated by outdoor burning.

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	07/15/2020 02:09 PM
Form Started By: Hank Jones		Started On: 07/15/2020 12:25 PM
Final Approval Date: 07/15/2020		

Commissioners Court - Regular Session **74.**

Meeting Date: 07/21/2020

Wilco Forward Phase III Agreement Terms

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

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Wilco Forward Phase III Community Services terms of agreement between Williamson County and The Caring Place, The Salvation Army and Round Rock Serving Center in relation to the Wilco Forward Grant Program that is funded through the CARES Act for response to the Coronavirus Disease (COVID-19) pandemic; and, further, authorize the presiding officer of the Williamson County Commissioners Court to execute agreements containing the terms of agreement with the Caring Place, Salvation Army and Round Rock Serving Center.

Background

In order to begin rent and utility assistance using CARES Act funds for Phase III as soon as possible for those in need in Wilco, we are presenting the agreement terms with the three agencies involved. Signed agreements will be included on the July 28, 2020 agenda.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Round Rock Serving Center
The Caring Place Phase III
The Salvation Army Phase III
Phase III Attachment B
Phase III Attachment A

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 11:57 AM
Form Started By: Valerie Covey		Started On: 07/16/2020 11:35 AM
Final Approval Date: 07/16/2020		

Wilco Forward Phase III Community Services:

This agreement is between Williamson County and the Round Rock Serving Center (the Agency).

General:

Total funding budgeted for the Wilco Forward Phase III Community Services program is $5 million. The funding for Wilco Forward Phase III will reimburse the Agency for the following assistance:

1. Up to the rent amount based on the lease agreement plus late fees for up to a total of 3 months including amounts owed in arrears and months going forward on an as needed basis. For approved applications the applicant must request additional funds after the first month of assistance on an as needed basis.
2. Up to $1,500 of utility assistance per Williamson County residence on an as needed basis.

Term of this agreement is July 21, 2020 to December 1, 2020 or until funding is exhausted. The County will monitor the total amount of funds spent to date so that the Phase III budget is not exceeded.

All residences assisted must be located in Williamson County. Applicant must show evidence that the assistance is needed due to issues caused by COVID-19.

Williamson County's Responsibilities:

1. Wilco will reimburse the Agency for the following COVID-19 related community assistance: rent assistance and/or utility assistance as defined in this agreement that occurs between 3/1/2020 through 12/30/2020 and is a result of COVID-19 until funds of Wilco Forward Phase III are exhausted.
2. Wilco will reimburse the Agency via an ACH payment based on actual expenditures per request by the Agency within one to two business days of receiving the reimbursement request.

The Agency's Responsibilities:

The Agency will be responsible for:

1. Intake process including acquiring all required documents from the applicant and verifying that the requested assistance is related to a crisis resulting from COVID-19 and that the applicant is a Williamson County resident. Williamson County families financially impacted by COVID-19 may request financial assistance by virtual means such as phone, fax, or email. At this time, the agency is **not** scheduling in-person appointments.
2. Processing all applications for rent or utility assistance; confirmation of the validity of the landlord, property management company or utility company.
3. Issuing checks directly to the landlord, property management company or utility company. Checks are to be mailed or distributed within 7-10 days from completion of application including required documentation.
4. Providing the County with a spreadsheet with each reimbursement request to include date of assistance; dollar amount of assistance; payee; type of assistance ie. rent or utilities; last name of family assisted and identifying number of applicant.
5. The Agency will provide assistance as described herein for their established service area of Williamson County as defined in Attachment A.
6. Providing all staff needed to administer the Wilco Forward Phase III Program.

Wilco Forward Phase III Community Services:

This agreement is between Williamson County and The Caring Place (the Agency).

General:

Total funding budgeted for the Wilco Forward Phase III Community Services program is $5 million. The funding for Wilco Forward Phase III will reimburse the Agency for the following assistance:

1. Up to the rent amount based on the lease agreement plus late fees for up to a total of 3 months including amounts owed in arrears and months going forward on an as needed basis. For approved applications the applicant must request additional funds after the first month of assistance on an as needed basis.
2. Up to $1,500 of utility assistance per Williamson County residence on an as needed basis.

Term of this agreement is July 28, 2020 to December 1, 2020 or until funding is exhausted. The County will monitor the total amount of funds spent to date so that the Phase III budget is not exceeded.

All residences assisted must be located in Williamson County. Applicant must show evidence that the assistance is needed due to issues caused by COVID-19.

Williamson County's Responsibilities:

1. Wilco will reimburse the Agency for the following COVID-19 related community assistance: rent assistance and/or utility assistance as defined in this agreement that occurs between 3/1/2020 through 12/30/2020 and is a result of COVID-19 until funds of Wilco Forward Phase III are exhausted.
2. Wilco will reimburse the Agency via an ACH payment based on actual expenditures per request by the Agency within one to two business days of receiving the reimbursement request.

The Agency's Responsibilities:

The Agency will be responsible for:

1. Intake process including acquiring all required documents from the applicant and verifying that the requested assistance is related to a crisis resulting from COVID-19 and that the applicant is a Williamson County resident. Williamson County families financially impacted by COVID-19 may request financial assistance by virtual means such as phone, fax, or email. At this time, the agency is **not** scheduling in-person appointments.
2. Processing all applications for rent or utility assistance; confirmation of the validity of the landlord, property management company or utility company.
3. Issuing checks directly to the landlord, property management company or utility company. Checks are to be mailed or distributed within 7-10 days from completion of application including required documentation.
4. Providing the County with a spreadsheet with each reimbursement request to include date of assistance; dollar amount of assistance; payee; type of assistance ie. rent or utilities; last name of family assisted and identifying number of applicant.
5. The Agency will provide assistance as described herein for their established service area of Williamson County as defined in Attachment A.
6. Providing all staff needed to administer the Wilco Forward Phase III Program.

Wilco Forward Phase III Community Services:

This agreement is between Williamson County and The Salvation Army (the Agency).

General:

Total funding budgeted for the Wilco Forward Phase III Community Services program is $5 million. The funding for Wilco Forward Phase III will reimburse the Agency for the following assistance:

1. Up to the rent amount based on the lease agreement plus late fees for up to a total of 3 months including amounts owed in arrears and months going forward on an as needed basis. For approved applications the applicant must request additional funds after the first month of assistance on an as needed basis.
2. Up to $1,500 of utility assistance per Williamson County residence on an as needed basis.

Term of this agreement is July 21, 2020 to December 1, 2020 or until funding is exhausted. The County will monitor the total amount of funds spent to date so that the Phase III budget is not exceeded.

All residences assisted must be located in Williamson County. Applicant must show evidence that the assistance is needed due to issues caused by COVID-19.

Williamson County's Responsibilities:

1. Wilco will reimburse the Agency for the following COVID-19 related community assistance: rent assistance and/or utility assistance as defined in this agreement that occurs between 3/1/2020 through 12/30/2020 and is a result of COVID-19 until funds of Wilco Forward Phase III are exhausted.
2. Wilco will reimburse the Agency for operating costs to include full time temporary contract laborers, office equipment, office supplies and increased internet bandwidth as detailed in Attachment B. The Agency will be responsible for training and supervision of the FTE's.

3. Wilco will reimburse the Agency via an ACH payment based on actual expenditures per request by the Agency within one to two business days of receiving the reimbursement request.

The Agency's Responsibilities:

The Agency will be responsible for:

1. Intake process including acquiring all required documents from the applicant and verifying that the requested assistance is related to a crisis resulting from COVID-19 and that the applicant is a Williamson County resident. Williamson county families financially impacted by COVID-19 may request financial assistance by virtual means such as phone, fax, or email. At this time, the agency is **not** scheduling in-person appointments.
2. Processing all applications for rent or utility assistance; confirmation of the validity of the landlord, property management company or utility company.
3. Issuing checks directly to the landlord, property management company or utility company. Checks are to be mailed or distributed within 7-10 days from completion of application including required documentation.
4. Providing the County with a spreadsheet with each reimbursement request to include date of assistance; dollar amount of assistance; payee; type of assistance ie. rent or utilities; last name of family assisted and identifying number of applicant.
5. The Agency will provide assistance as described herein for their established service area of Williamson County as defined in Attachment A.
6. The Agency will waive all local match typically required from the area office.

ATTACHMENT B

WILCO FORWARD PHASE III COMMUNITY SERVICES

The County will reimbursement The Salvation Army (TSA) for the following operating expenses related to Wilco Forward Phase III Community Services agreement.

STAFFING:

Budgeted staffing cost is $80,640.

TSA will contract with a local Temp agency to provide additional full time temporary FTE's as needed for Phase III up to the following positions & rates for the duration of the program:

3 – Intake Specialists
2 – Data Processors
1 – Financial Clerk

Hourly Rate is $16.80 for all position.
($16.80/hr x 40 hrs x 20 weeks x 6 FTE's = $80,640)

OFFICE EQUIPMENT/SUPPLIES:

Budgeted Equipment & Supplies is $1,000.

The budget includes office supplies needed for the Phase III program. The County will provide up to 5 office chairs as needed from the County's warehouse. The County will also provide COVID-19 sanitizing supplies as needed to include hand sanitizer, masks, gloves and disinfectant wipes/spray.

TSA will provide needed computers (hardware & software), phones, office tables and office space.

INTERNET:

Budgeted Internet is $750.

The County will reimburse TSA for expanded internet/Wi-Fi bandwidth up to $150 per month for the duration of the Phase III program.

ATTACHMENT A

WILCO FORWARD PHASE III COMMUNITY SERVICES

The following are the service areas for each entity for Wilco Forward Phase III Community Services:

Round Rock Area Serving Center:

1. Round Rock
2. Austin (within Williamson County)
3. Brushy Creek/Fern Bluff MUD
4. Hutto (the part that is not in Georgetown ISD)

The Caring Place:

5. Georgetown
6. Andice
7. Bartlett
8. Florence
9. Granger
10. Jarrell
11. Jonah
12. Schwertner
13. Walburg
14. Weir
15. Hutto (the part within Georgetown ISD)

The Salvation Army:

1. Cedar Park
2. Copeland
3. Leander
4. Liberty Hill
5. Taylor
6. Thrall
7. All other areas of Williamson County not served by the other two agencies

Commissioners Court - Regular Session **75.**

Meeting Date: 07/21/2020

CARES Funding for Plexiglass Partitions in 911 Communications Center

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to set a budget in the CARES Act Funding for the purchase of plexiglass partitions in the 911 Communications Center.

Background

911 Communications has researched and received a quote for plexiglass partitions for the Communications Center. These are custom manufactured to fit the various types of dispatch consoles. The quote is for $22,000.25.

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	07/16/2020 10:21 AM
County Auditor (Originator)	Melanie Denny	07/16/2020 10:40 AM
County Judge Exec Asst.	Andrea Schiele	07/16/2020 10:48 AM
Form Started By: Julie Kiley		Started On: 07/16/2020 10:04 AM
Final Approval Date: 07/16/2020		

Commissioners Court - Regular Session **76.**

Meeting Date: 07/21/2020

Animal Shelter Donations BA Rev 7.21.20

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This is for donation collections for January 2020 through June 2020.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	$50,064.94
	0546.0000.367440	Jane's Fund Donations	$26,412.11
	0546.0000.367442	Play Yard Donations	$854.40
	0546.0000.367443	Heart Worm Donations	$3,496.23
	0546.0000.367445	SIT Team Donations	$885.00
	0546.0000.367446	Capital Expansion Donations	$300.00
	0546.0000.367447	Animal Transport Donations	$8,827.78
	0546.0000.370150	Sales of Pet Care Products	$1,497.38

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/14/2020 08:11 AM
Form Started By: Melanie Denny		Started On: 07/13/2020 11:19 AM
Final Approval Date: 07/14/2020		

Commissioners Court - Regular Session **77.**

Meeting Date: 07/21/2020

Animal Shelter Donations BA Exp 7.21.20

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This is for donation collections for January 2020 through June 2020.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	$1,497.38
	0546.0546.003670	Use of Donations	$50,064.94
	0546.0546.004100	Professional Services	$26,412.11
	0546.0546.004509	Facility Enhancements	$854.40
	0546.0546.004231	Travel	$8,827.78
	0546.0546.004232	Training	$885.00
	0546.0546.004975	Animal Medical Care	$3,496.23
	0546.0546.004999	Miscellaneous Expense	$300.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/14/2020 08:11 AM
Form Started By: Melanie Denny		Started On: 07/13/2020 11:19 AM
Final Approval Date: 07/14/2020		

Commissioners Court - Regular Session **78.**

Meeting Date: 07/21/2020

EMS Budget Amendment 7.21.20

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances to approve a budget amendment acknowledging additional expenditures to the General Fund.

Background

To recognize insurance proceeds and associated expenditures related to a repair at the ESD 5, Medic 31 Jarrell Garage Doors.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.004510	Facility Repairs	$1,694.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/13/2020 09:53 AM
Form Started By: Pam Navarrette		Started On: 07/09/2020 03:36 PM
Final Approval Date: 07/13/2020		

Commissioners Court - Regular Session **79.**

Meeting Date: 07/21/2020

EMS Budget Amendment 7.21.20

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstance to approve a budget amendment acknowledging additional revenues for the General Fund.

Background

The budget amendment recognizes insurance proceeds received for damages to the ESD 5, Medic 31 Jarrell garage doors. The insurance proceeds are being used to offset the repair expense on the damaged garage doors.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	$1,694.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/13/2020 09:54 AM
Form Started By: Pam Navarrette		Started On: 07/09/2020 03:46 PM
Final Approval Date: 07/13/2020		

Commissioners Court - Regular Session **80.**

Meeting Date: 07/21/2020

Employee Policy Manual

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

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the Employee Policy Manual.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EPM.1streview

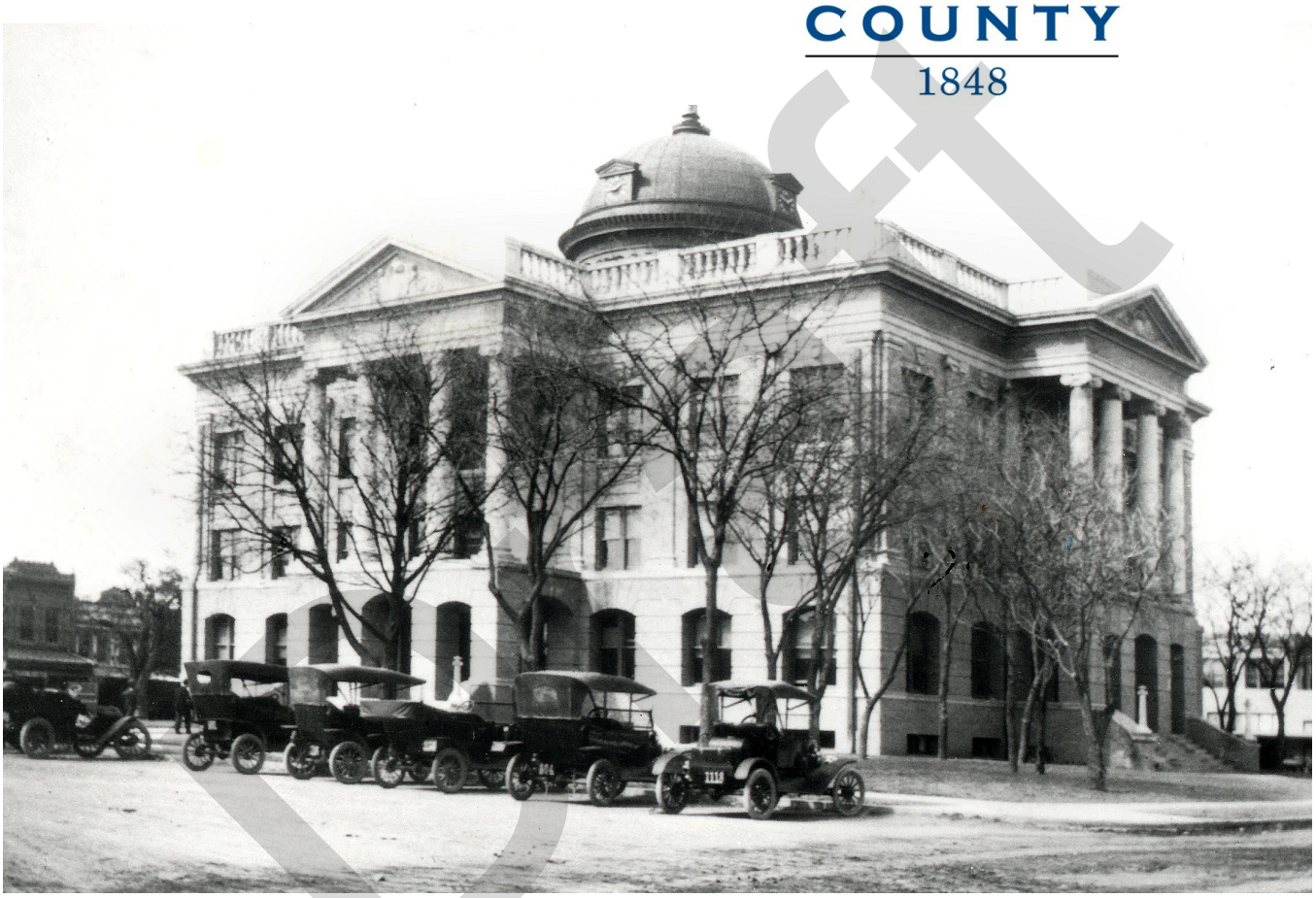
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/15/2020 10:48 AM

Form Started By: Rebecca Clemons Started On: 06/16/2020 04:04 PM

Final Approval Date: 07/15/2020

WILLIAMSON COUNTY
1848



Employee Policy Manual

Effective July 2020

Draft

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Draft

Policy Manual Disclaimer

This employee policy manual constitutes the general personnel policies for all Williamson County employees. It does not constitute a contract or provide a guarantee of employment. Policies may be altered, deleted, or amended at any time by action of the Commissioners Court. If any provision or part of a provision of these policies is held invalid, unlawful, or unenforceable, it will not affect the validity of the remaining provisions or parts of provisions, which will remain in effect. In cases where federal or state laws or regulations supersede local guidelines, such laws or regulations will substitute for these personnel guidelines only insofar as necessary for compliance. Specific departments may have additional policies unique to their operations.

Elected official's rights and responsibilities as defined by Texas law supersede these policies where conflicts may occur. Elected officials are encouraged to follow all policies contained herein in order to provide uniform application across the County and to protect the County against potential employment related issues.

About Williamson County Government

Williamson County's government organization is established by the Constitution of the State of Texas and by state statutes. Its operations are governed by state and federal law and by actions of the Commissioners Court.

Commissioners Court

The Commissioners Court consists of four County Commissioners; each elected by the voters of a Commissioners precinct, and a County Judge, elected by all of the voters of the County. Officials are elected for a four-year term. The Commissioners Court is the chief policy, administrative, and executive branch of County government.

County Operations

County operations are conducted through departments and offices; each administered by an elected public official or an appointed department head.

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Employment

At Will Employment

Employment with Williamson County is on an at-will basis:

- An employee may resign at any time with or without notice
- Williamson County may terminate the employment relationship at any time with or without cause or notice
- Williamson County may change the terms and conditions of employment at any time, with or without notice

Equal Employment Opportunity & ADA Compliance;

Williamson County is committed to providing a workplace free of discrimination. All employment decisions (hiring, promotions, terminations, compensation, etc.) are made without regard to any covered or protected class as defined by law and applicable statements of the law by the Equal Employment Opportunity Commission (EEOC) or disability as defined by the Americans with Disabilities Act and applicable state laws, including those enforced by the Texas Workforce Commission. If an employee requires an accommodation due to a disability, contact the Human Resources Department.

Employment Status

- **Full-time:** Full time positions are scheduled to work consistently 30 or more hours in a pay week
- **Part-time:** Part time positions are scheduled to work no more than 29 hours in a pay week and are not eligible for benefits or longevity pay
- **Temporary:** Temporary employees are limited to working 130 days in a calendar year. They are not eligible for TCDRS retirement, holidays, benefits or leave time including longevity pay

Position Classification

Positions are classified as exempt or non-exempt based on the definitions and requirements of the Federal Labor Standards Act. (FLSA)

- **Exempt:** Exempt positions are salaried positions which are not eligible for overtime or compensatory time
- **Non-Exempt:** Non-exempt positions are hourly positions which are eligible for overtime pay or compensatory time as determined by County policy

Draft

Employment

Overtime

Classification	Eligibility	Accrual
Exempt	NO	Exempt employees are not eligible for overtime compensation.
Non-Exempt	YES	• Time and a half pay or compensatory time after 40 hours actually worked in a work week. • Determination of pay vs comp time is based on departmental budget.
Non-Exempt: Department of Infrastructure	YES	• Time and a half compensatory time after 40 hours actually worked • In the event of a public safety emergency, the Senior Director has the discretion to grant overtime pay at time and a half to those employees performing emergency response duties at the request of their supervisor.
Non-Exempt: Public Safety Positions	YES	Time and a half overtime pay or compensatory time after 40 hours worked.
Non-Exempt: Law Enforcement and Corrections Officers	YES	Time and a half overtime pay or compensatory time after 86 hours worked in a 14 day pay period. The hours worked between 80 and 86 hours, for this period, are compensated at straight overtime pay or compensatory time.
Non-Exempt Catastrophic Event Pay	YES	Upon EOC activation and/or declaration of a local, state or federal disaster, non-exempt essential personnel (EP) may receive time and one-half pay in lieu of compensatory time, once the normal hours required before overtime eligibility have been exceeded

All overtime must be preapproved by the Elected Official or Department Head. Only hours actually worked are included in the determination of overtime as it is based on hours actually worked. Sick leave, vacation, holidays, and other absences from the work place do not count toward the accrual of overtime. Time sheets must be balanced to the number of hours scheduled per pay period. As used above, overtime may refer to accruals of compensatory time or payments.
Compensatory time is limited to 240 hours, all hours above this limit will be paid at time and one-half.
*EMS and Emergency Communications use leave based on scheduled shift hours, rather than the pay period.

Draft

Employment

Recruitment

When a position becomes vacant, the position may be posted externally through Human Resources, internally (within the department) by the Elected Official or Department Head or the position may be filled by an applicant that has previously applied for a similar position within the past 180 days. The Elected Official, Department Head or their designee will make the final selection in the recruitment process. The chart below generally defines the processes:

Job Posting Options

Type	Description	Documentation	Process
External Job Posting	Vacant position is posted online through Human Resources	A request to post must be sent to Human Resources	Position will be posted through online hiring system for a minimum of 5 calendar days
Internal Job Posting	Vacant position is posted internally through email or other written communication method within the hiring department only	An email or manual written posting may be used to notify employees of the vacancy	Notify internal employees of the opportunity and provide instructions on how they must apply (i.e. via resume, email response, etc.)
Applicant Pool	Applications are reviewed from a previous posting for the same or similar position	Contact Human Resources to request applications from the previous posting	Applications will be provided through the online hiring system for the hiring manager to review

Draft

Candidate Selection Process

All candidates being considered should meet the minimum requirements for the position and should go through a consistent screening and interviewing process. Once a candidate is selected, the hiring manager must notify Human Resources to complete the final steps in the hiring process.

Nepotism

Nepotism is the hiring or influencing others to hire relatives without regard to merit. The County and the Texas Government Code Chapter 573 outline specific rules prohibiting the appointment, confirmation of appointment, or voting for the appointment (or confirmation of appointment) of a relative. Refer to the Texas Government Code Chapter 573(Relationships by Consanguinity or by Affinity) for additional clarification. In compliance with its own policies, the Commissioners Court will not affirm any Officer who is related to another employee within the same department.

Changes in relationships which may violate this policy, must be immediately reported to Human Resources

Employment

Hiring Post TCDRS Retirement

Williamson County elected officials, department heads, or other agents of the County may not make any prior commitments, agreements, or arrangements to rehire a Williamson County TCDRS retiree. Any retiree selected for a position with Williamson County will require pre-approval from the Human Resources Department due to TCDRS rules.

Pre-Employment Screening

Potential employees of Williamson County may be required to submit to a criminal history check, physical exam, drug screening or other job specific screening, prior to employment. Any job offer is contingent upon successfully completing and meeting the requirements of these screenings. If additional information is received after employment begins which fails to meet the screening requirements, the employment relationship may be terminated. False information provided by an applicant will disqualify the applicant from consideration, or if discovered after employment begins may result in termination.

Post Hire

New Employee Orientation

All new employees must attend new employee orientation before the end of the pay period in which they are hired.

Direct Deposit

Direct Deposit is strongly recommended. The first pay check will be mailed to the address of record, as ~~will~~ could the first paycheck whenever changing banking institutions or account information. Pay remittance slips can be viewed and printed online located on the Wilco Self Service site in Oracle.

Texas County and District Retirement System Contributions (TCDRS)

All officials, part-time and full-time employees are required to participate in the Texas County and District Retirement System (TCDRS) as a condition of employment. Temporary employees are exempt from participation

Draft

Employment

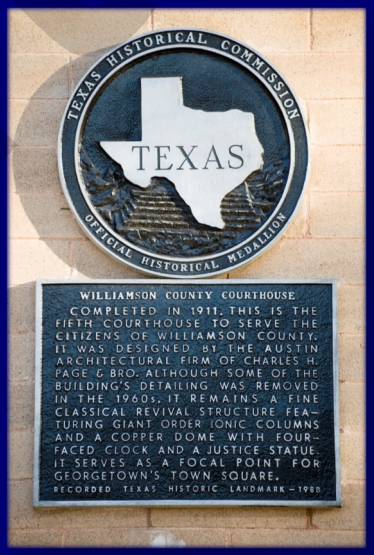
Transfers

Employees transferring from one County office or department to another should give at least a two week written notice to their current official/department head. The current official/department head may waive the two week period. If an employee status changes from a non-exempt to an exempt position, the employee's current compensatory time balance will be paid out as of the last day in the non-exempt position and at the hourly rate for the non-exempt position. Compensatory time will also be paid out when a non-exempt employee transfers from one County department to another. If an employee transfers from a position that allows for a higher vacation or sick leave balance, the amount that is in excess of the limit for the new position will be forfeited. Transfers to and from WCCHD, Museum or CSCD are considered employment separations.

Separation of Employment

Employees are required to provide at least a two week written notice in order to resign in good standing. The last day of employment is the last day the employee is present at work. Leave time cannot be used on the last day of employment, with the exception of administrative leave or medical leave covered under or at the conclusion of FMLA. In some cases, the last day of employment may be adjusted after a review and approval process involving the department, Human Resources, and the County Auditor's Office. At the discretion of the Elected Official or Department Head, the resignation may be accepted immediately or at any time within the resignation notice period. In the event that an employee passes away, the last date of employment will be the last date worked or the last day on approved leave with the exception of vacation leave. Employees must return all Williamson County property immediately upon request or upon termination of employment. Any items not returned may be deducted from the final paycheck for certain eligible employees.
The following will be paid on the final paycheck or when County assets have been disabled/returned to the County:

- Eligible accrued vacation time
- Comp time
- Unused holiday time banked prior to October 1, 2014



Adjusted Service Dates for Rehired Employees (non-retirement)

Employees rehired within 90 days from his/her last employment termination date, will be reinstated with service time based on a calculated adjusted service date. The adjusted service date is the original date of employment minus the number of break in service days. The adjusted service date will also be used for determining vacation and longevity accrual rates. Employees rehired 91 or more days after separation of employment will not receive service credit for previous employment, unless a one-time exception, that cannot exceed a one year break in service, is awarded based on review and approval by Human Resources (factors considered include high turnover positions, knowledge skills and ability's of a former employee or other special circumstances)

Refer to the Uniformed Services Employment and Re-employment Rights Act (USERRA) for reemployment rights if the break in service is related to active military leave. Contact the Human Resource Department for assistance.

Draft

Work Environment

Communications to Employees

All employees are assigned a County email address. County email is the official communication tool for employee communications. All employees are responsible for accessing and reviewing their County email on a regular basis.

Don't forget to check County email daily!

Breaks

Supervisors may schedule breaks to accommodate operating requirements. County offices are encouraged to stay open during the noon hour to better serve the public. Supervisors will inform employees of breaks, if any, and the break schedule. The Fair Labor Standards Act (FLSA) does not require employers to provide breaks or meal periods to employees.

- Breaks of less than 20 minutes will not require the employee to clock out and will be considered compensable time
- Breaks of more than 20 minutes (i.e. errands) will require non-exempt employees to clock out and not to perform any work during that time
- Lunch breaks will be for a period of not less than 30 minutes, during which the employee may not perform any work

Lactation breaks

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed with the same rules for breaks as listed above. Williamson County has designated certain rooms for this purpose. Employees who work off-site or in other locations will be accommodated with a private area as necessary.

Reporting Time Worked and Leave Time

Timesheets must be approved and signed off by the employee and department designee, on the day indicated on the payroll calendar by the time indicated by the Auditor Payroll Department. Employee timesheets must be balanced to their regularly scheduled hours for the work week.

- Nonexempt: Employees must report all hours worked and leave time taken in the timekeeping system.
- Exempt: Employees do not enter the hours worked, must record leave time such as sick, vacation, and FMLA in the timekeeping system. Holiday time is preloaded for all exempt employees. Payroll must be contacted to adjust holiday time if an exempt employee works on the holiday.

Time records are a governmental record and according to Texas Penal Code Section 37.10 you are tampering with a government record if you knowingly submit your time record inaccurately

Employee Leave Policies

Employees accrue vacation and sick leave on the last day of each pay period. The leave hours will be adjusted when employees have any unpaid leave, with the exception of workers compensation. The leave chart on the next page provides the policies related to the various leave types authorized by the County.

Draft

Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Pay Out	Policy
VACATION 160 hours accrual max	< 5 years= 3 Hours 5 minutes per pay period	80 hours	• Leave is accrued at the end of the pay period • Changes in work schedules, may result in adjustments to leave balances & accruals • Part-time employees earn 1.5 hours per pay period with the same max accrual as Full-time employees (Effective 10/1/16) • Proration may occur for full-time employees that work less than 30 hours per week • Contact Human Resources for more information
	5 to < 10 Years= 4 hours 37 minutes per pay period	120 hours	
	10 + years= 6 Hours 10 minutes per pay period	160 hours	
VACATION (EMS Paramedics on 24 hour Shifts) 168 hours accrual max	< 10 years= 5 Hours 32 minutes per pay period	144 hours (6 shifts)	
	10+ years = 6 Hours 27 minutes per pay period	168 hours (7 shifts)	
SICK LEAVE 480 hours accrual max	4 hours per pay period	N/A (Not paid at termination)	• May only be used for illness or medical appointment for employee or *qualifying* family member, as defined by FMLA • May not be used to care for a newborn child or the placement of a child with the employee for adoption or foster care without certification from the treating physician, of the child having a serious medical condition • May be required to provide documentation • Not a substitute for vacation • Part-time employees earn 1.5 hours per pay period with the same max accrual as full-time employee (Effective 10/1/16)
SICK LEAVE (EMS Paramedics on 24 hour Shifts) 672 hours accrual max	6 hours per pay period	N/A (Not paid at termination)	
FLOATING HOLIDAY*	2 (8 hours) days per fiscal year (Effective October 1, 2017)	N/A (Not paid at termination)	• Only available to full time employees • Must be used by the end of the fiscal year • EMS Paramedics on </= 12 hour shifts will receive 2 days/hours based on normal shift assignment
HOLIDAY*	• Part time employees receive 4 hours • Full-time employees 8 hours	N/A (Not paid at termination)	• Dates are established by Commissioners Court annually, subject to change • Employee must work or be on approved paid leave the day before and after the holiday • EMS Paramedics will receive up to 12 hours based on normal shift assignment
BEREAVEMENT LEAVE*	2 (8 hour) days per fiscal year (Effective October 1, 2017)	N/A (Not paid at termination)	• May be granted following the death of a friend or family member at the discretion of your departments leadership. ~~one of the following relatives: spouse, mother, father, child, sister, brother, grandparents, aunt, uncle, mother in law, father in law, sister in law, brother in law~~ • Documentation may be required • EMS paramedics will receive 2 days/hours based on normal shift assignment
Non– Exempt PUBLIC SAFETY ADJUSTMENT	64 hours per fiscal year, does not roll over	N/A (Not paid at termination)	• Includes positions in Law Enforcement, Corrections and Emergency Services with some exceptions • Max of 4 hours per shift and must be used with 8 hours of holiday/floating holiday/bereavement to cover shift as scheduled

*Refer to Non-Exempt Public Safety Adjustment policy

Draft

Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Accrual	Policy
CIVIL LEAVE	Includes jury duty, voting, work related court summons, USERRA (Uniformed Services Employment & Re-employment Rights Act)	N/A	• Employee must show jury duty summons to their supervisor and must return to work if time permits. County employees will be paid if they are required to miss their regularly scheduled work shift, in addition to the jury pay from the court • Time off to vote may be approved due to unusual circumstances, please see Texas State Regulations • Leave may be approved when an employee is summoned to testify for a case that is work related only • The first 15 days (per fiscal year) of Military Leave (USERRA) will be paid without the requirement of leave usage by the employee. Beyond the first 15 days the employee may choose to use vacation leave or be placed on leave without pay • Contact HR for further information related to USERRA leave and benefit continuation
BAD WEATHER	As determined by order of the County Judge	N/A	• Employee must be at work or scheduled and ready for work on the day of office closure • Employees on approved leave of any type are not eligible • If office closure continues beyond 5 consecutive days, employees must use vacation pay, compensatory time, personal holiday or unpaid leave unless otherwise determined by Commissioners Court
ESSENTIAL PERSONNEL LEAVE	As determined by order of the County Judge	N/A	• Leave is granted when exempt employees must work during office closure that has been declared by the County Judge • EP leave must be used before the end of the current fiscal year

Draft

Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Accrual	Policy
BANKED HOLIDAY LEAVE	Determined by number of hours worked on the holiday	200 hours	• Will not be paid upon termination if earned after 10/1/14
COMPENSATORY LEAVE	Refer to Overtime Policies for accrual	240 hours	• Must be used before vacation time
WORKERS COMPENSATION LEAVE	Used by employees that must miss work due to an on the job injury	N/A	• Any on the job injury must be reported immediately, failure to report within 30 days of the injury may result in a denial of benefits including leave (Texas labor code Sec.409.001) • HR will coordinate leave and medical care with the Worker's Compensation carrier • Contact HR for more information

Wilco PTO leave time is applied in the following order:
1) Compensatory time 2) Vacation leave

Note: All leave accruals are based on time actually worked by the employee, leave accrues at the end of the pay period and will be adjusted or removed if the employee has any unpaid leave, other than workers compensation, in the pay week.

A list of County Holidays can be found on wilco.org

For more information on FMLA visit: http://www.dol.gov/whd/fmla

Draft

Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy

Eligibility	• Worked for the County for at least 12 months • Worked a minimum of 1250 hours in the last 12 months
Entitlement	**Qualifying Reasons/Policy**
Basic FMLA	
• 12 weeks, unpaid leave, per rolling year; if criteria is met including relationship rules	• FMLA is unpaid time off to care for a newborn child or the placement of a child with the employee for adoption or foster care. Employees are not eligible to utilize sick leave or sick leave pool, without certification of the child having a serious medical condition • To care for spouse, child, or parent of the employee who has a serious health condition • Employee's own serious health condition • Employees requesting leave to care for an immediate family member with a serious health condition, may be required to submit proof of the familial relationship, such as a birth certificate or marriage license. • Eligible employees with accrued leave will have the leave applied in the following order when the leave is related to a serious medical condition: sick, PTO, essential pay, banked holiday, floating holiday • Eligible employees with accrued leave will have the leave applied in the following order when the leave is <u>not</u> related to a serious medical condition: PTO, essential pay, banked holiday, floating holiday • Holiday leave will not bank, it will be utilized in the week earned
Military Family Leave– Qualifying Exigency Leave	
• Any period of absence due to or necessitated by USERRA-covered military service must be counted in determining an employee's eligibility for FMLA leave. • Employees may be entitled to take their Basic FMLA Leave for a "Qualifying Exigency" if the employee's spouse, son, or daughter, or parent is a member of the National Guard, Reserves, or a regular component of the Armed forces, and on covered active duty or called to covered active duty.	Qualifying exigency is unpaid time off and may include: • Short-notice deployment when the military member is notified seven or less calendar days prior to deployment. This is limited to 7 days of leave • Attending certain military events related to the call to duty • To attend to childcare and school activities necessary to arrange for alternative childcare necessitated by the call to duty • To attend to certain financial and legal arrangements as a result of the military member's absence while on duty; • In some instances, to attend counseling arising from the covered active duty or ca\1 to covered active duty status of a military member; • To spend up to 15 days of leave with a military member on a short leave for rest and recuperation • To attend post-deployment activities during the 90 days after the termination of the military member's covered active duty status or to address issues related to the death of a military member while on covered active duty • To care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty, such as to arrange for alternative care for a military member's parent, to provide care on an immediate need basis or to attend meetings with staff at a military member's parent's care facility • Other activities arising out of the military member's covered active duty or call to covered active duty as agreed upon by the Company and the employee. • Eligible employees with accrued leave will have the leave applied in the following order: PTO, essential pay, banked holiday, floating holiday

Draft

Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy

Entitlement	Policy
Military Family Leave– Service Member Caregiver Leave	
• Under certain circumstances, employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave in a single 12-month period to care for their ill or injured spouse, child, parent or next of kin (closest blood relative), who is a covered service member. • If a husband and wife both work for the Company and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave. • The 26 weeks of leave includes any Basic FMLA leave taken. However, if the leave qualifies both for Basic FMLA leave and for Service member Caregiver Leave, then the leave will first be designated as Service member Caregiver leave. • The single 12-month period begins on the first day the eligible team member takes FMLA leave to care for a covered service member and ends 12 months after that date. If an eligible team member does not take all of his or her 26 weeks of leave entitlement to care for a covered service member during this "single 12-month period," the remaining part of his or her 26 work-weeks of leave entitlement to care for the covered service member is forfeited. The 26 week leave entitlement is to be applied on a per-covered-service member, per-injury basis.	The term "covered service member" for purposes of Service member Caregiver Leave means: • A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness • A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the first date on which the veteran takes FMLA leave to care for the covered veteran. The term "serious injury or illness": • In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating • In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on a covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that manifested itself before or after the member became a veteran. • Certification for the serious injury or illness of the covered service member may be required, the employee must respond to such request within 15 days or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Please contact Human Resources for additional information below:

- *Since the laws and regulations governing military leave and military family leave are frequently being changed, if you have any military related leave request, please check with Human Resources to determine eligibility under the then current applicable rules*

- Restoration of Employment
- Employee Benefits
- Group Health Benefits
- Relationship to PTO
- Notification
- Certification of Health
- Status Reports
- Intermittent Leave
- Failure to Return from FMLA Leave

Draft

Administrative Leave

Situations where administrative leave with pay are rare, but may be appropriate when the Department Head believes immediate action is necessary to protect an employee, the Department, the public, and/or needs additional time to investigate an employee's performance or behavior.

Type	Department	Policy
Administrative Leave (with pay)	Non-Elected & Elected Offices	• May not be used during or to extend FMLA • Paid Admin Leave lasting more than ten days will require approval of the County Judge for non-elected offices only • If the County Judge denies a request to grant admin leave with pay in excess of ten days, the non-elected office may appeal such denial to Commissioners Court • The employee will be paid base wages, this will not count as hours worked for overtime purposes • Medical benefits will continue at active employee rates • The employee must contact his/her supervisor weekly, and remain available to return to duty with 12 hours' notice • If the employee returns to work, he/she shall receive full credit for any suspended accruals/longevity/supplemental pay, unless determined otherwise • Any paid leave time other than sick leave, that has been accumulated will be applied retroactively to the time spent on paid admin leave, upon returning to duty • Leave will be applied as follows: compensatory time, vacation, banked holiday
Administrative Leave (without pay)	Non-Elected & Elected Offices	• Temporarily suspends employees job duties • Exempt employees may only be placed on admin leave without pay for serious infractions of workplace conduct policies • Full days/full week periods are administered for Exempt employees on admin leave with out pay (partial days will not be granted) • Employees may not substitute accrued paid leave during unpaid admin leave • Employee must coordinate payment of medical and dental benefits with the HR Department • Employees may be required to periodically contact their supervisor
Administrative Leave (with or with out pay)	Elected Offices County Auditor's Office Juvenile Services	• Must provide the Senior Director of HR with a written notice that sets forth: the name of the employee being placed on admin leave, whether admin leave is with pay or without pay, and the estimated duration of the leave • If the employee is reinstated or terminated the Elected Official/Appointed Official must provide the Sr. Director of HR with the time and date of the employee's reinstatement/termination
Administrative Leave (with or with out pay)	Non-Elected Offices	• Department heads and appointed positions who are direct reports to Commissioners Court may place an employee on Admin Leave with pay with HR consultation • Subject to the oversight of Commissioners Court • HR will provide proper notices/estimated time duration to the employee that is placed on paid admin leave
Reinstatement	Non-Elected & Elected Offices	• The County does not guarantee the reinstatement of an employee on admin leave, unless reinstatement is required by some other protected leave
Other Information	Non-Elected & Elected Offices	• Paid leave will not be accrued while employee is on any admin leave for one or more full pay periods • Longevity or supplemental pay shall not be paid while employee is on any admin leave for one or more pay periods • Supplemental pay is defined in the budget order

Elected Officials are strongly encouraged to comply with all administrative leave policies that are applicable to employees in non-elected offices. As a part of the Commissioners Court budgetary responsibilities and fiduciary oversight of public funds, the Commissioners Court will consider the amount of time that an Elected Official has granted in administrative leave during the prior fiscal year. Elected Officials will continue to maintain the right to terminate employees under their sphere of authority or provide harsher penalties, within applicable legal rules, than those that are set out and encouraged herein. Elected Officials are strongly encouraged to consult with the Sr. Director of the Williamson County Human Resources Department prior to placing employees on administrative leave and prior to making reinstatement and termination of employment decisions.

To view the full policy visit: policy center

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Sick Leave Pool

Membership	Policy
BENEFIT SUMMARY	• Per Texas Local Government Code Sec.157.075: A participating enrolled employee is eligible to use time contributed to the county sick leave pool if: because of a catastrophic injury or illness and the employee has exhausted all the accrued paid leave and compensatory time to which the employee is otherwise entitled. • Provides sick leave to an eligible employee once the employee has exhausted all accrued/ banked paid leave. • The maximum amount of Sick Leave Pool (SLP) time that may be granted per benefit year will not exceed 1/3 of the total amount in the SLP, or 240 hours, whichever is less, at the time of the request for SLP.
ENROLLMENT	• One year of full-time employment must be completed as of first day of open enrollment. • A minimum of 8 Hours and no more than 40 hours must be contributed. • Must enroll each year during benefits open enrollment. • Contributed sick leave hours will be deducted on the 1st day of the pay period which
QUALIFICATION	• An employee with an illness or injury that makes them unable to perform their job while on approved FMLA for their own serious medical condition • SLP time will not be granted to an employee when they are receiving workers' compensation income benefits under the Texas Workers Compensation Act • SLP time will not be granted beyond the end date of approved FMLA leave (12 week max) • There is no guarantee that an employee will receive or be eligible to be reimbursed for any time that they contribute • Employees cannot receive time from the SLP if they are placed on temporary suspension, administrative leave, authorized non-medical leave without pay or are otherwise terminated
PROCEDURE	• Employees must apply for permission to receive SLP benefits (Contact the Human Resources Department for more information) • Upon receipt of the completed SLP benefit request, Human Resources will review the request, along with the FMLA documentation
UTILIZATION	• The number of hours granted through the SLP will be based on the FMLA documentation • SLP time may only be used for approved workdays and for holidays • SLP benefit end when the employee returns to work, exhausts the SLP benefit, upon separation, suspension or administrative leave
CONTRIBUTIONS	• Employee contributions of sick leave hours are irrevocable • Sick leave hours that are contributed become the property of the SLP and cannot be returned •Time contributed to the SLP cannot be designated to a particular employee • If, at any time, the SLP balance falls below two times the number of members, each member will be required to contribute eight additional hours to maintain membership • An employee separating from employment may contribute up to 80 hours of sick leave to the SLP • All unused time that was granted to an employee from the SLP shall be returned to the pool
DISCLAIMER	• The County may discontinue and/or terminate the SLP program without cause, legal repercussions, or ramifications with 120 day written notice to all participating employees • If any provision of this SLP is determined to be invalid or unenforceable, it is the intention of the County that the provision will be reformed to the best extent possible in its sole discretion • The guidelines, terms, and conditions of this SLP program may be amended at any time. The Commissioners Court must approve any recommended amendment

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Work Environment

Benefits

Williamson County offers an excellent comprehensive benefits package to all full time employees. Benefits are administered by the Benefits Administration team which is a division of the Human Resources Department. Benefit plans are reviewed annually by the Benefits Committee which has the responsibility to make final recommendations to the Commissioners Court for approval. Additional benefit information is provided in the chart below:

Benefits

- Full time employees are eligible for medical, vision, dental, group term life, voluntary term life, FSA and voluntary supplemental/benefits coverage on the first of the month, following the completion of 60 days of employment.
- Current employees can make changes to benefits only during open enrollment or due to a qualified life event.

Type	Policy	Premium Payment
Medical **Vision, Dental**	• Full-time employees must enroll during initial open enrollment period and/or subsequent open enrollments.	• Employees are responsible for the employee portion of all benefit premiums. If an employee is on leave without pay, for any reason, premiums must be paid prior to the month of coverage. Failure to pay premiums will result in termination of benefits. • Upon retirement, the retiree benefit premiums must be paid prior to the month of coverage. • If contributions are unpaid, benefits may be terminated back to the last date of the pay period in which premiums are paid.
Voluntary Term Life	• Full time employees may purchase additional voluntary life insurance for themselves and their dependents during initial enrollment or during open enrollment.	
Short Term/Long Term Disability (STD/LTD)	• Full time employees may select STD/LTD during open enrollment. If STD/LTD are not selected during the initial open enrollment, or if there is a gap in coverage, an application will need to be submitted prior to coverage enrollment.	

Flex Spending Account (FSA)
Health & Dependent Care
	• Full time employees may elect FSA during initial benefit enrollment or subsequent open enrollments.
	• Maximums may apply.
		• If an employee is on leave without pay, for any reason, the employee is responsible for the elected benefit deduction to be paid within the same elected tax plan year of the elected benefit.
		• Contributions may be paid by the employee:
		  • After tax payment during leave without pay
		  • Pre-tax payroll deduction upon return
		• If contributions are unpaid, benefits may be terminated back to the last date of the pay period in which premiums are paid.

Group Term Life	• Full time employees receive group life insurance for themselves and covered spouse/children at no cost.	• Premiums paid by employer regardless of active employee status.
Voluntary Supplemental/ Benefits	• Full time employees may purchase these additional offerings during initial open enrollment or during a subsequent open enrollment.	• If an employee is on a leave without pay, premiums must be paid directly to vendors to avoid cancellation. • Once the employee returns to work, premiums will be deducted from paycheck as previously scheduled.
EAP	• EAP services are provided at no cost to all full time employees.	• n/a
Retirement	• Williamson County has a very generous retirement plan which all full-time and part-time employees are required to contribute to every pay period.	• n/a

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Expenditure Guidelines

Type	Policy
Continuing Education & Training	• If the County requires an employee to attend a training/certification program directly related to their job description, the County may pay for the full or partial cost of the program including any training materials, exam or licensing fees • If the County pays for any portion of the class/training program and other fees, the employee must complete the requirements of the program including passing any exams required or the employee may be required to reimburse the County • Recertification of any required job related certifications may be paid for by the County and are limited to two times for each renewal period • The employee will be responsible for paying any further recertification costs if unsuccessful on the first two attempts and the employee will not be reimbursed • Employees must have written approval from the Department Head/Elected Official for all second attempts for recertification • The funds for these items must be available in the departments training budget
Tuition Reimbursement	• The County may pay for tuition, related to obtaining a degree directly relevant to County business, as defined by the office or department involved, and pre-approved by the County Auditor for full time employees • The training class/work must provide the skills and/or knowledge that is directly related to the job description • A copy of the job description and the course/certification description must be submitted with the approval request • The funds for these items must be available in the appropriate department's training budget • If approved, the County will reimburse only the actual number of credits per each course up to a total of 6 credit hours per fiscal year • After completing the course(s)/testing and achieving a passing grade, per course requirements, employees may apply for reimbursement of 100% tuition or testing fees not to exceed that which would be payable at a state supported college or university
Off-Site Staff Development	• Off-site staff development is a period away from normal activities for study and instruction under a professional trainer or a subject matter expert • Off-site staff development is limited to once per fiscal year, per department/division • The total cost for off-site staff development should not exceed the normal and/or customary cost for individual employee training expenses and meal reimbursements should not exceed the daily per-diem rate (per employee) • A list of attendees must be submitted for documentation as required by IRS Publication #463 (a sign up sheet is required)
Seminars & Conferences	• All training should be obtained at the closest possible location • If an employee is registered to attend a training opportunity and is subsequently not able to attend, a County substitute should attend in their place or request a refund • Only job related training will be processed for payment • An employee can request payment directly to the seminar/conference by submitting a check request form to the Accounts Payable department with proper backup documentation, may take up to 20 days for processing • Employees will not be reimbursed for registration fees until after the conference/training has taken place • A receipt is required for all fees related to the conference/training

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Expenditure Guidelines

Type	Policy
Airfare	• Employees are responsible for excess cost and additional travel expenses resulting from taking an indirect route, an early departure, or a delayed return trip for personal preference or convenience (supporting documentation showing the fee comparison is required). • Airfare must be paid directly to the airline or Accent Travel, (i.e. no other travel agencies such as Expedia). • Airfare purchased on a personal credit card will be reimbursed after the trip has been completed. • Air travel delays which require an overnight stay may be reimbursed with documentation supporting the delay if the airline has refused to provide complimentary lodging. • The County will not issue reimbursements for tickets purchased with frequent flyer miles. • A maximum of 2 bags will be reimbursed, excessive bag fee charges are not refundable. • For out of state travel, the County will reimburse personal auto mileage not to exceed what would have been the applicable airfare (Southwest Wanna Get Away) plus estimated ancillary charges such as airport parking, rental car, etc.
Car Rental	• Travelers may rent a car at their destination when it is less expensive than other transportation modes such as taxis, airport shuttles or public transportation. • Cars rented should be economy or mid-sized (luxury vehicle rentals will not be reimbursed). • Renting cars for travel within the County is prohibited unless otherwise approved by the Auditor's Office. • An employee may rent a car to travel to the business destination outside the County, only if the total cost of the rental is less than the mileage reimbursement cost, documentation showing the cost comparison between the rental cost and mileage may be required. • The rental car must be returned with a full tank of gas unless it has been pre-paid. Please use the less expensive option. • Rental cars must be rented from a nationally recognized company. (i.e. Hertz, Enterprise, etc.) • The rental agreement and the charge card receipt (if applicable) must be turned in with the expense request. • Insurance purchased when renting a vehicle may also be reimbursed. • The County has a government account with Enterprise, which includes insurance. Contact the Auditor's Office for the account number. It is strictly for business purposes. • A motor vehicle rental tax exemption certificate should be completed and turned in at the time of the rental for all vehicle rentals inside Texas (form located on the Auditor's Portal).
Personal Car Usage	• Any county official or employee who is authorized to use their personal vehicle to travel on official County business may be entitled to receive a reimbursement equal to the standard mileage rate allowed by the IRS. • For changes in work site, mileage is only reimbursed between County offices, it is not reimbursed when initially reporting to an alternate work location, or returning home from the alternate work location. • Mileage will be reimbursed based on the most common route, including toll roads (if a detour, note the detour and the additional mileage due to the detour). • For out of state travel, the County will reimburse personal auto mileage not to exceed what would have been the applicable airfare (Southwest Wanna Get Away) plus estimated ancillary charges such as airport parking, rental car, etc. • Reimbursement for mileage is prohibited between place of residence and usual place of work. • Mileage should be calculated from an employees regular place of work or residence, whichever is the shorter distance when traveling to a meeting, conference, or seminar. • When more than one employee travels in the same vehicle, only the driver may claim mileage reimbursement. • To be reimbursed for the use of a personal vehicle, travelers must provide the following information on their expense report, per IRS guidelines: date, location traveled to and from, purpose of travel and number of miles traveled. • Tolls and parking fees, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of the expense must be submitted for reimbursement. • Airport parking fees are limited to $15 per day (ABIA economy lots B-G are least expensive). • It is the responsibility of the employee to keep track of mileage. • Employees assigned to a County vehicle are not eligible for mileage reimbursement. • Operating and maintenance expenses, as well as other personal expenses (such as parking tickets, traffic violations, car repairs and collision damage) are not reimbursable.

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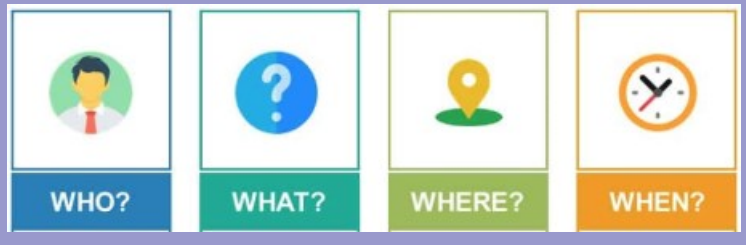
Expenditure Guidelines

Type	Policy
Lodging	• Lodging expenses are reimbursed only if travel is beyond a 45 mile radius from the Williamson County Court-house, 710 Main Street, Georgetown, Texas 78626 • Government rate or least expensive rate should be requested at all times • Hotel accommodations require an itemized hotel folio as a receipt • When lodging is shared by two or more employees, the names of the authorized travelers should be noted on the receipt • Personal telephone charges, whether local or long distance, are not reimbursable • Single room rate charge plus any applicable tax is reimbursable, no exceptions

Meals	• The reimbursement for meal costs in travel of less than one day will be reimbursed on the employee's paycheck and will be processed as taxable income
	• Meals are reimbursable only for County business trips that are outside the County with the exception of; Commissioners Court meetings that extend beyond 1:00 p.m. and off-site staff development opportunities that are held within the County
	• Meal reimbursements are limited to a maximum of $50.00 per day
	  •$20.00 for meals when traveling outside the County for day trips
	  •$20.00 for meals on day of return for overnight travel (unless returning after 8pm)
	  •$50.00 for meals when traveling outside the County with an overnight stay or work hours extend beyond 8:00pm (documentation may be required)
	  •If an overnight stay is required, out of County, but the stay does not exceed a 45-mile radius from the Historic Courthouse, an employee may claim an amount up to the $50.00 overnight allowance for meals, lodging will not be reimbursed
	  •$50.00 for meals when traveling outside the County for day trips and the work hours extend beyond 8:00pm (documentation may be required)
	• Any meals related to business travel cannot be charged to the p-card except in certain cases, approved in advance by the Auditor
	• All meals not associated with an overnight stay are taxable
	• Meal receipts are not required for per-diem
	• Alcoholic beverages are not reimbursed
	• If employment duties require traveling to alternate work locations within the County, meals are not reimbursable
	• Meals purchased for entertainment/business purposes are not allowed
	• Meal reimbursements are paid for County employees only



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Expenditure Guidelines

Type	Policy
General Travel Information	• An advance will not be issued for travel expenditures. • All travel expenses must be supported with an itemized receipt. • Purchases for airfare, hotels, car rentals, and expense reimbursements, all require back-up documentation indicating the business purpose of the expense. Acceptable documentation must contain the dates, location and purpose of the trip, which could include the following: training/meeting agenda, certificate of completion, conference registration, etc. • Reimbursement for transportation costs will be at the most reasonable means of transport, such as purchasing Southwest Airlines tickets at the Wanna Get Away rate. • Additional expenses associated with the extended travel (such as a Saturday night stay) may be reimbursed when the cost of airfare would be less than the cost of additional expenses (lodging, meals). Documentation is required to justify the expense. • The use of travel websites such as Expedia, Priceline, Travelocity, etc., are prohibited as these expenses and taxes are not itemized, and generally do not have cancellation policies. Rental cars may be an exception if an itemized receipt is available. Accent Travel is available for booking airfare, and there is an account setup for the County. • Cancellation fees or unused travel expenses, are not reimbursable unless due to a business related expense, or a personal emergency as approved by the County Auditor. Documentation for the change must be submitted for consideration. These include fees related to changing or canceling a flight, cancelation fees related to lodging, or unused travel arrangements. • Personal purchases using a p-card are not allowed. If a charge is made on a p-card for a personal purchase (by mistake), employees must include a check made payable to Williamson County, with the p-card statement. • Expense reimbursements & p-card statements both require their own backup documentation (who, what, when, where) as applicable.
Expense Reimbursement	• With the exception of per diem and mileage, all requests for reimbursement require itemized receipts. • Each expense reimbursement must have the employee signature and department head approval. • All expense reimbursements must be received in the Auditor's Office within 60 days of the incurrence of the expense. Any items over the 60 days will be denied reimbursement; unless specifically approved by the County Judge. • Tax for meals, airline tickets, hotel stays and parking are normally the only taxes that will be reimbursed for purchases. The sales tax exemption form is available on the Auditor's Portal. • Employees are responsible for repayment of inappropriately reimbursed expenses whenever an audit or subsequent review of the travel expense reimbursement documentation finds an employee submitted reimbursement contrary to these guidelines. • Expenses incurred due to an employee or an elected official serving on a board or committee of an association related to County employment will only be reimbursed to the extent that the association does not reimburse. Documentation of the request for reimbursement, will need to be provided from the association along with the association's denial of the request. • The Auditor's Office may request additional documentation for any or all reimbursements. • Reimbursements for business travel require documentation showing the purpose of the trip, the location, the dates, and the person attending. (who, what when, where) • Hotel folios should be included as backup when possible.

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Non-Reimbursable Expenses

Type	Examples
Personal Purchases	• Damage to personal items (clothing, vehicles/auto repairs, etc.) • Personal phone calls • Laundry services or personal clothing • Personal doctor bills, prescriptions, and other medical services • Entertainment, movie rentals Saunas, massages, or exercise facilities • Baby-sitter fees, personal kennel costs, pet or house sitting fees • Expenses incurred by a spouse or other individual accompany you on a business trip
Meals Food Drink	• Coffee, tea, and other related items used by employees while in the office • Alcoholic beverages/tobacco products • Drinking water services • Refreshments for office parties, retirements, etc. (Excludes Employee Fund Allowable Events)
Travel	• Short term or valet parking at the airport (other than short term parking related to prison transports). • Parking Should not exceed $15 per day. Economy B-G lots are long term parking lots at ABIA, and are approved for County Employee Parking • Non-Airport Parking: Valet service is not an option unless safety is a concern • Mileage to/from County functions, not related to official County business (ex: retirement party) • Transportation to places of entertainment or similar personal activities • Excessive weight baggage fees or cost associated with more than two airline bags • Up-grades to airfare, hotel or car rental
Miscellaneous	• Expenses related to County Government Week or holiday decorations • Flowers/Plants • Greeting, thank you, or holiday cards • Fines and or penalties • Credit card delinquency or service fees • Lifetime memberships to any association • Donations to other entities • Any items or fees that could be construed as campaigning, i.e, Chamber of Commerce dues or other civic organization dues, fees for parade entry, items with elected officials name (other than letterhead). • Sale tax on goods purchased • Community outreach items exceeding $2 per item

Per section 52 of the Texas State Constitution, all items using County Funds must serve a direct benefit to the County. Any non-reimbursable expense or charge on the County Procurement Card, must be reimbursed to the County as soon as possible.

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Expenditure Guidelines

Type	Policy
Uniforms	• The relevant elected official will issue uniforms for law enforcement and corrections personnel, subject to policies. Uniforms for all County personnel are subject to the following County–wide policy*: 1. Employees will not be issued a uniform, unless the department head has determined that the wearing of a uniform is a reasonable job requirement 2. All uniforms will be distinctive and not adaptable for personal use. Items that can be easily converted to everyday use, such as jeans and most footwear are taxable to both the employee and the employer. The employee will be taxed for these types of purchases on their paycheck. 3. The uniform must be worn at all times while on duty, required by management as a condition of employment. The uniform may also be worn while traveling directly to or from a location where the uniform is required or while on an authorized meal or other break. The uniform may not be worn at any other time 4. All uniforms and other County property must be promptly returned if County employment ends 5. Employees will not be issued a uniform without written acknowledgment of this policy 6. Current budgeted funds cannot be expended for uniforms except in compliance with this policy 7. Footwear including the type/brand for all departments must be approved during the budget process *The Commissioners Court must approve uniform funding for any official, employee, or reserve deputy
Other Expenses	• A department may purchase small appliances (i.e.; microwaves, refrigerators) for the convenience of their employees • Only paid receipts will be reimbursed • For additional details on ineligible expense items refer to the County Budget Order • If a receipt is unattainable or is lost, a written statement must be submitted for the expense • Reasonable tips are allowed for alternate means of transportation, such as taxis, shuttles, and Uber rides.
Employee Recognition expenses	• Employee recognition expenses should be nominal in nature and will only be reimbursed up to the amount designated in the Budget Order • Employees can be taxed for these items. • In order to avoid an item being taxable, recognition items must clearly identify the purpose. The following purchases will be allowable for Employee Recognition: · Plaques, Awards or Certificates of recognition for service · Plaques, Awards or Certificates of recognition for retirement · Plaques, Awards or Certificates of recognition for exemplary job performance • Employee requirements: • $40 for employees with up to 15 years of service • $80 for employees with more than 15 years of service • No reimbursement of sales tax will be allowed • Refer any questions to the Auditor's Office for clarification of purchases in this area prior to incurring expenses • The purchase of gift cards, refreshments, except as indicated in the Budget Order (cakes, drinks, etc.), or meals is not allowable as they are taxable items

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Compensation Policies

Compensation Philosophy

The objective of the County compensation system is to demonstrate the honor and value we place on working in public service. Accordingly, the County's total compensation policy is to be competitive within the relevant, comparable labor markets by:

- Basing our minimum salaries on the market median
- Recognizing outstanding performance and organizational contributions through the use of the merit pay policy
- Maintaining the public trust in the County's financial stewardship
- Ensuring accountability for compliance with all Federal, State and local laws, as well as County policies

Salary Study

It is the intention of the Commissioners Court that a comprehensive salary study be conducted for every position classification at least once every five fiscal years. Some positions may be reviewed more often based on factors including high turnover, recruitment difficulty or market demand.

Participant	Role and Responsibility	Policy/Process
Commissioners Court	• The Commissioners Court shall set the amount of compensation, office and travel expenses, and all other allowances for County and precinct offices and employees who are paid wholly from the County funds	• Sec. 152.011, Texas Local Government Code
Human Resources	• Maintains all official job descriptions • Works closely with departments/offices to clearly understand structure & how each position fits within the organization • Identifies positions to be reviewed during the current salary study • Gathers & analyzes market data • Provides recommendations to the Commissioners Court	• The position classifications that have been identified for the study will be presented to Commissioners Court • Kick-off & other meetings as necessary will occur between HR & participating departments/offices throughout the salary study • Job descriptions & job analysis tools will be reviewed and/or updated prior to data collection • Requests will be sent to the identified market entities (see Market below) • Data received will be analyzed & compiled • Pre-recommendation meetings will occur between HR & department/offices • Recommendations will be presented to Commissioners Court • Post-recommendation hearings will be scheduled for departments/offices that wish to address Commissioners Court • All changes will be effective in the new fiscal year following Commissioners Court approval
Departments/Offices	• Each department/office will select a designated point of contact • Works closely with HR to ensure that the organization structure and positions are fully understood	• Attends meetings throughout the process • Completes job analysis tools as needed
Market (based on population, entity structure and/or geographic location)	• Provides substantiated market data for the identified positions	Counties used for the study will be: Bell, Brazoria, Hays, Montgomery, Fort Bend, Denton, Collin & Travis Cities used for the study will be: Cedar Park, Georgetown & Round Rock *This list may be amended as needed based on unique attributes of some position classifications

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Salary Study Findings

Human Resources is responsible for conducting the salary study and making recommendations to Commissioners Court based on the findings. Recommendations require Commissioners Court approval for implementation.

Recommendation	Policy/Process
Title Change	• Titles may be recommended for change when it is determined that a new title would better reflect the required job duties, responsibilities and/or market standards • Some job titles are unique and therefore can only exist in the departments/offices that manage the services of those position types (example: the position title "Corrections Officer" can only exist within the Sheriff's Office)
Pay Grade Increase	• Pay grade increases may be recommended when the salary study data indicates that the current minimum salary is below market median • Employee's moving up in pay grade will be adjusted to the minimum of the new grade, if current salary is a lesser amount
Pay Grade Decrease	• Pay grade decreases may be recommended when the salary study data indicates that the current minimum salary is above market median • An employee with a current salary that is above the new pay grade maximum will not receive a reduction in pay, however, merit eligible positions will be limited to a lump sum merit
FLSA Exemption Status	• Fair Labor Standards Act (FLSA) exemption status will be updated when it is determined that the position is currently misclassified, as required by law • The update will occur at the beginning of the next pay period following the determination for any position that must be changed from exempt to non-exempt and as determined most appropriate for a change from non-exempt to exempt • Compensatory time will be paid at the time of the update, for positions changing status from non-exempt to exempt

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Compensation

Pay Frequency and Work Week

- Payday is every other Friday, or the last business day prior to any holiday that falls on a Friday.
- A pay period consists of two weeks' pay ending on the Thursday of the previous week before pay day
- The official work week for County departments is 12:00 a.m. Friday to 11:59 p.m. Thursday unless otherwise notified
- The official work week for the 911 Emergency Communications Department is 6:00am Friday to 5:59am the following Friday
- The payroll calendar is located on the Auditor's Portal

Payroll Corrections

Underpayment: Any underpayment in compensation for 16 hours of regular pay (excludes OT or supplemental pay) or less will be processed on the following pay cycle.

Overpayment: No employee is entitled to retain any pay in excess of the amount he or she has earned according to the agreed-upon rate of pay. If an employee has been paid in excess of what he or she has earned, the employee will need to return the overpayment to the County as soon as possible. Any overpayment will be regarded as an advance of future wages and absent repayment, will be offset in whole or in part from the next available paycheck(s) until the overpaid amount has been fully repaid. Each employee will be expected to sign a wage authorization agreement to acknowledge the amount and provide for the offset.

Deductions: Every effort is made to apply deductions accurately. If you have any questions about insurance/benefits deductions, contact the HR Benefits Department. If you have questions about any other deductions from your pay, please contact the Auditor Payroll Department immediately.

Discrepancies: If your pay does not accurately reflect all hours worked, you should report your concerns to Human Resources. Every report will be fully investigated and corrective action will be taken. In addition, the County will not allow any form of retaliation against individuals who report alleged violations of this policy.

Pay Schedules (pay charts)

Williamson County has multiple pay schedules that cover all classified positions. These pay schedules are approved by the Commissioners Court. For more information on current pay schedules refer to the internal Human Resources website.

Job Specific Policies

Court Administrator (District and CCL Courts)

When a Court Administrator vacancy occurs in the District or County Court at Law Courts, the position can only be filled as a Court Administrator I (one) unless the selected applicant is a current Court Administrator/Coordinator for

Title	Required District Court/CCL Experience	Pay Grade
Court Admin I CCL/District	1 year or no expr Wilco	B.22
Court Admin II CCL/District	3 years Court Admin expr Wilco	B.24
Specialty Program Coordinator	3 years experience	B.24
Court Admin III CCL/District	5 years Court Admin expr Wilco	B.26
Court Admin IV CCL/District	7 Years Court Admin expr Wilco	B.28

Don't forget to check pay slips online at any County Computer!

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Compensation

Court Reporters

Employment Status

Court Reporters are non-exempt employees of the County that perform primary duties for the Court and also may have secondary independent contractor jobs preparing transcripts. In this second statutory role, who ordered the transcript and when the transcript is prepared dictates whether the Court Reporter is paid wages for time worked, or paid by the page for producing the transcripts.

Work Hours

When Court Reporters are working for the Court, recording and reading back court proceedings, attending court hearings, or preparing transcripts for the Court at work or on special assignment by the Court, these are hours worked that must be recorded. An example of "on assignment by the Court" includes instances where the Court Reporter is required to perform duties at the direction of the Court in another location, or when the Court instructs the Court Reporter to work away from the Court House to complete a transcript for the Court.

Court Reporters are required to accurately record actual time worked for the Court, including time when they are required to be at the Court or at any other designated place to perform work. Any hours worked beyond forty hours in the work week shall be compensated with compensatory leave, pursuant to the County's policy. Vacation leave, sick leave, compensatory leave or holiday leave must be used for any scheduled work time missed during the pay period.

Transcripts Prepared For or Paid By the Court/State/or Local Government

Transcripts (1) prepared for the Court, any judge, another court, County Attorney, District Attorney, Attorney General, State, State Agency, Public Defender, or any other public entity or person, or (2) paid for by the County for a public entity or private attorney, are subject to the following rules:

- Transcripts Prepared During Working Hours
  Transcripts prepared for the public entities and persons listed above as a part of the Court Reporter's daily or assigned duties during work hours shall be paid their salary wages for all hours worked, but no additional pay per page of transcripts prepared at work.

- Transcripts Prepared Outside of Hours Worked
  Transcripts prepared for the public entities and persons listed above, by the Court Reporter on his or her own time and outside of any other work for the Court (i.e. attending, recording and reading back court proceedings), shall be paid the maximum established per page rate for transcripts established by the Court, or State, as may be applicable, for such transcripts prepared by the Court Reporter. Time spent preparing transcripts for these parties outside of work, on the Court Reporter's own time, is not considered time worked and no salary wages or overtime will be paid in relation to this time.

- Private Paid Transcripts
  Private paid transcripts are ordered by third parties such as attorneys, media, etc. Preparation of transcripts, including any portion thereof, for private paid clients cannot be conducted during the normal work hours or utilizing County equipment, office space or supplies. This is an independent contractor relationship between the Court Reporter and the third party client, and the production of the transcript must be performed outside of hours the Court Reporter performs work for the Court. The fees and collection of payment for these transcripts shall be freely negotiated between the Court Reporter and the third party client, and are not set by the judge who presided over the proceedings.

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Compensation

Salary and Position Changes

The chart below indicates the policies related to pay increases and decreases due to position changes, vacancies and/or merit. All changes are contingent on budgeted fund availability. Any funds remaining in a department merit line items will roll over each budget year unless otherwise determined by the Court. Any request outside of these policies will require the approval of Commissioners Court.

Salary/Position Changes

Type	Description/ Policy	Pay +	Pay -	Approval Process	Additional Information
Merit	• Merit funding can only be used for performance pay increases • Merit is awarded based on job performance which is evaluated by the applicable department head or elected official. Therefore, an employee must receive a performance evaluation in order to be eligible for a merit increase • An employee is eligible for merit after 90 days in their current position	Max of 5% per employee, per budget year* authorized as a merit percentage amount or a lump sump (if a merit eligible employee has reached the max of their grade)	N/A	• Oracle workflow required • Each processing period will have a cut off date. Employee must have completed 90 days of employment by that date • A line item transfer form must be submitted in addition to the workflow • Merit can only be transferred out of the merit line item • Merit is not transferrable between positions	• District Court Reporters, Elected Officials, Director of Juvenile Services, County Auditor, Positions on the LE and C Charts are not eligible for merit increases • Merit for small departments with 4 or less merit eligible employees that do not roll up to a department with an 8000 account, will be granted merit at 1% higher than the amount approved by the Commissioners Court not to exceed 5% (i.e. if the Court approves merit at 3%, the small departments will receive 4%) • Verification of evaluation required
Position Salary Surplus	• Cannot be used for merit increases • Cannot be requested to be moved between positions after February 15th	Refer to filling a vacancy, promotion and or reclassification policies.	N/A	• Refer to filling a vacancy, promotion and reclassification policies.	• Contact HR for additional requirements
Lateral Moves	• When an employee moves to a new or like position with the same grade	Can utilize money on new position up to employee's current salary	Can utilize money on new position up to employee's current salary	• Oracle workflow required	• Employees cannot receive a salary increase when they move laterally, outside of merit. Normal merit policies apply.
Filling a Vacancy	• When a current employee separates from employment or position • Applies to B Chart only	A vacant position may be filled with a salary up to 15% above the minimum of the pay grade, effective 10/1/2018. See promotion for current employees (no additional pay increases in the first 12 months with the exception of	N/A	• Oracle workflow required	The maximum salary for a position cannot exceed the budgeted annual salary even if the full amount may not be used during the budget year due to the position being vacant for part of the year. (i.e. budgeted salary = $30,000, position vacant 6 months = $15,000 not used, when filled the maximum salary cannot exceed $30,000 even though $15,000 is unused).
Retention	• An increase in pay that is awarded to an employee, as an incentive to retain them in their current position, when the employee has received a bona-fide job offer from another department or employer or there is a high risk that the employee will be recruited or seek employment	Maximum of 10% above the current salary*	N/A	• Approval by Commissioners Court, public hearing required • Change will be effective on the first pay period after Court approval • Oracle workflow required	• Contact HR for additional requirements

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Compensation

Salary/Position Changes

Type	Description/Policy	Pay +	Pay -	Approval Process	Add'l Info
Promotion	• When a current employee is hired into a different position with a higher pay grade • No additional pay increases in the first 12 months with the exception of merit	Max 15%above minimum of the pay grade, effective 10/1/2018,or 10% above current salary whichever is greater. [Cannot exceed maximum of pay grade or budgeted amount for position]	N/A	Oracle workflow required	Promotions and Merit cannot be processed during the same pay period
Demotion	• When a current employee is hired into a position with a lower pay grade or is demoted to a lower pay grade	N/A	Maximum decrease to the minimum of the new pay grade	Oracle workflow required	• Written justification required • Salary may remain the same if within the new pay grade
Shift Transfer	• Current employee is transferred to a different shift with a higher pay grade • Viewed as lateral move	Cannot exceed max of pay grade or budgeted amount on the position	N/A	Oracle workflow required	
Reclassification	A change in one or more positions which impacts the organization chart of the department or elected office as a result of one of the following: **1.A position conversion is a significant change (defined as 40% or more) to the job description that includes the addition or deletion of significant duties and/or responsibilities. Will include title, grade, and/or FLSA status change If the conversion results in a position change that is not consistent with the original intent of the position, it will be reviewed by the Budget Office.** **2.A minor reclassification (less than 40%) cannot occur outside of the Salary Study process, with the exception of changes that are due to turnover in a key position (elected/appointed official, department head or director) or a change to FLSA status as determined by HR.** **3. Human Resources will review all reclassification requests and recommended changes will be placed on the Commissioners Court agenda for approval.** A position can only be reviewed for reclassifications during the annual budget, or between ~~October~~ November 1st and February 15th. *May require a public hearing ~~A change in one or more positions which impacts the organization chart of the department or elected office as a result of one of the following:~~ ~~1. Significant change in the job description that includes the addition or deletion of significant duties and responsibilities~~ ~~2. A reclassification cannot result in a position change that is not consistent with the original intent of the position with the exception of changes that are due to turnover in a key position (elected/appointed official, department head or director). These changes will be reviewed by the Budget Office and Human Resources. Recommended changes will be placed on the Commissioners Court agenda for approval~~ ~~A position can only be reviewed for reclassification during the annual budget, or between October 1st and February 15th. *May require a public hearing~~	Minimum of the pay grade or up to 10% above current salary as determined appropriate during the approval process	Maximum decrease to the minimum of the new pay grade	• Submission of reclassification request through the budget software or HR sharepoint, as determined by the type of request with back up documentation	Support documentation required: • Current job description(s), current ORG chart, proposed job description, proposed ORG chart and justification for review (i.e. turnover, added duties, etc.)
Career Ladder Advancement	• A department with an approved career ladder may advance employees according to the parameters established in the career ladder documentation. Must be approved during the annual budget process, or between November 1st and February 15th.	Based on the steps in the chart or career ladder approved by Commissioners Court. No additional funding is allocated for career ladders.	Based on the steps (when appropriate)	• Submission of request through budget software or during Nov 1-Feb 15th timeline, with backup documentation	• Documentation of each position that will advance along with the approved career ladder plan

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Compensation

Longevity Pay (excludes Commissioned Officers)

Longevity pay is based on an individual employee's length of service with Williamson County. Service time with other entities is not recognized.

· Full-time employees will accrue the following per pay period:

$24.00 per pay period after five years of employment
$48.00 per pay period after ten years of employment
$72.00 per pay period after fifteen years of employment
$96.00 per pay period after twenty years of employment
$120.00 per pay period after twenty-five years of employment

· Longevity pay begins with the pay period following the completion of five years of employment and increases each five years to a maximum of 25 years (Subject to proration).
· Longevity is paid as a lump sum each December for the previous year, calculated starting from the first pay period in December, with the exception of employees previously authorized to receive payments bi-weekly.

Part-time employees will no longer be eligible for longevity effective November 18, 2016.

Statutory Longevity Pay – Commissioned Officers

Commissioned officers in the Sheriff's Office are eligible to accrue statutory longevity pay (Texas Code – 152.074), at the rate of $5 per month for each year of service (up to a maximum of 25 years) after the first year anniversary of their certification as a peace officer.

Longevity for Commissioned Officers is paid bi-weekly.

Tenure Pay Scale Compensation Policies

Positions will be included on the Tenure Pay Scale as determined appropriate by the Human Resources Department and the Elected/Appointed Official. Approval by Commissioners Court is required. All policies below are contingent on available budget or available position budget, depending on the time of year. Years of service are based on continuous service (with no break of more than 90 days as a regular employee in an approved tenure pay scale position in the Sheriff's office, the offices of the County Attorney or District Attorney, or in any Constable's office. Employees transferring between these departments may receive credit for their current step based on available budget and the approval of the hiring department and/or Commissioners.

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Compensation

Tenure Salary/Position Changes

Type	Policy	Pay + Pay -	Approval Process	Additional Documentation
Annual Step/Tenure Progression	Employees in tenure positions move from one step to the next on the first day of the first full pay period in October of each year, subject to funding by the Commissioners Court Employees with less than six (6) months of service as of the first full pay period in October, will advance to the next step, after 6 months of service at Williamson County, and following the first full pay period after Commissioner Court approval. Step/tenure progression ends at the top step of each position rank	See Tenured Pay Chart	Oracle workflow required	May be required
Promotion (with exception of Corrections to Law Enforcement)	When an employee is promoted to a higher ranking position, the tenured grade is based on years of service	See Tenured Pay Chart	Oracle workflow required	May be required
Promotion (Corrections to Law Enforcement)	Will begin at the first step of the tenured grade and remain at that step for a period of one calendar year. Will be placed at the pay increment corresponding to their time of continuous service (with no break of more than 90 days) in both corrections and law enforcement as a peace officer	See Tenured Pay Chart	Oracle workflow required	May be required
Demotion	When a current employee demoted to a lower ranking position, the tenured grade is based on years of service	See Tenured Pay Chart	Oracle workflow required	May be required

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Tenure Salary/ Position Changes

Type	Policy	Pay+ Pay -	Approval Process	Additional Documents
Certification Pay	Certification pay will be paid to non-elected commissioned peace officers and eligible corrections officer (County Jail) who hold a full-time active duty position in a law enforcement or corrections capacity with the County. Payment for an entire fiscal year beginning on October 1st will be based on the level of certification held as of September 15th of the preceding fiscal year. For new hires, certification pay will be paid based on certification level at the date of hire. This pay must be added into the regular rate of pay when calculating overtime. Certification pay does not transfer with an individual employee who leaves a corrections officer position to accept a law enforcement position nor does it transfer with an individual employee who leaves a law enforcement position to accept a corrections officer position except when the corrections officer position is that of a Bailiff.	• Law enforcement officers--$60 per month for Advanced Certification; $90 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime • Corrections officers--$60 per month for Advanced • Certification; $90 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime • Certification pay may move with the employee to accommodate promotions/ position changes within the department.	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Filling a Vacancy	All personnel newly hired from outside Williamson County for positions subject to tenure chart at the first pay increment for the position for which they are hired, unless they qualify for a prior service credit	Credits for Prior Service may apply- See Prior Service Credit	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Prior Service Credit	Qualified law enforcement applicants and current officers can receive prior service credit	• Maximum amount is current funding on vacant position • Prior service credit is only granted at original date of hire or when an existing employee receives a promotion.	TCOLE service verification must be submitted	TCOLE Service Verification required
Transfer from Law Enforcement To Corrections	Law enforcement officers who transfer from the law enforcement division to the corrections division will be placed at the pay increment corresponding to their time of continuous of tenured service (with no break of more than 90 days in both corrections and law enforcement with Williamson County, if the proper Corrections certification is obtained.)			

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Employee Responsibilities

Personal Conduct

Type	Policy	
Tobacco Free Workplace	Williamson County is a tobacco free workplace. The use of tobacco and non-tobacco products such as vapor, e-cigarettes and the use of chewing tobacco or like products is prohibited on all Williamson County premises. Employees who violate this policy are subject to appropriate disciplinary action up to an including termination of employment.	
Drug and Alcohol Testing Policy	Williamson County is committed to a safe workplace. In compliance with Federal and State laws pre-employment, random and post-accident (or near accident) drug and/or alcohol testing may be required for potential or current employees in positions that are mandated by law. Additionally, drug and/or alcohol testing may be required for positions identified as safety sensitive or for reasonable suspicion. Reasonable suspicion includes the report of observation of drug/alcohol use or the suspicion of such, determined by the employee's supervisor. The supervisor must then consult with the Human Resources Department.	
	Refusal	Refusal to submit to a drug test may result in immediate termination of employment
	Positive Results	
	Employees with a positive test result may be subject to immediate termination, if determined appropriate based on factors related to the matter (i.e. safety concerns, job performance, etc.)	
	Pre-Employment	An applicant with a confirmed positive drug/alcohol test will not be hired and cannot be considered for employment for a period of one year after the confirmed positive result.
	Random	First Offense - An employee with a confirmed random positive drug/alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/ treatment will result in immediate termination of employment. Once documentation is provided a determination of continued employment will be made by the Department and Human Resources. Subsequent Offenses – Any employee with a confirmed random positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination. Post-Accident/Near Accident- Any employee with a confirmed post-accident drug/ alcohol test will be terminated immediately.
	Reasonable Suspicion	First Offense - An employee with a confirmed reasonable suspicion positive drug/ alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/treatment will result in immediate termination of employment. Once documentation in provided a determination of continued employment will be made by the Department and Human Resources. Subsequent Offenses – Any employee with a confirmed reasonable suspicion positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination. If an employee feels that they may have a drug or alcohol problem, they may contact Human Resources or the Employee Assistance Program for information on available resources.

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Employee Responsibilities

Personal Conduct

Type	Policy
Sexual Harassment	Sexual harassment is prohibited and is an unlawful employment practice in violation of Title VII of the Civil Rights Act of 1964. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: *Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment *Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or such conduct has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating, hostile, or offensive work environment *Off duty actions may constitute sexual harassment Examples of sexual harassment: • Unwelcome sexual advances, propositions, sexual comments or suggestive or lewd remarks • Physical assaults or other physical conduct of a sexual nature, including unwanted hugs or touches • Sexual displays or publications anywhere in the workplace, including derogatory or pornographic posters, pictures or drawings Other prohibited harassment: • Any unwelcome verbal or physical conduct that belittles, shows hostility, or ridicules an individual because of race, color, gender, religion, national origin, disability, age or sexual orientation when such conduct is so severe or pervasive that it unreasonably interferes with an individual's work performance and creates an intimidating, hostile or offensive work environment *Each official, department head, supervisor, and employee has the responsibility to maintain a work environment free of such harassment and to report or file a complaint as soon as possible. Officials and employees involved in a sexual harassment situation are required to cooperate in any investigation that occurs* Employees who believe they have been sexually harassed should report their complaint immediately. Verbally inform one of these individuals: o Their Supervisor o The next level of management above their Supervisor o The Human Resources Department Reporting: All complaints received by any elected official, department head, or supervisor must be immediately reported to Human Resources. Violations may result in disciplinary action up to and including termination of employment. All complaints will be investigated. Disciplinary Measures Where an investigation reveals that allegations of unwelcome harassment are true, appropriate remedial action, including discipline, will be taken. All disciplinary measures will be implemented promptly and shall be commensurate with the person's conduct. The remedies vary depending on the entire facts and circumstances found by the investigation.
Arrest/Criminal Conviction	Employees are required to report arrests, convictions and changes in the status of any criminal proceedings immediately to their supervisor and department head or elected official. Failure to notify the appropriate authority may result in immediate termination.

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Employee Responsibilities

Personal Conduct

Type	Policy
Political Activity	Employees are encouraged to vote and to exercise other responsibilities of citizenship consistent with state and federal law and these policies. Employees are not required to contribute to any political fund or render any political service to any person or party. Employees will not be dismissed, suspended, demoted, or otherwise prejudiced for refusing to do so. Employees may not: • Use official authority or influence to interfere with, or affect the result of an election or nomination for office • Directly or indirectly coerce, attempt to coerce, command, or advise a local or state officer (or employee) to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for a political purpose County employees, except elected officials, may not participate in political activities while on County duty. Employees are expected to remove County uniforms and identification, including rank and/or title, before participating in a political activity. In addition, no County-owned property, vehicle, building, and/or office may be used for displaying campaign materials or for conducting any partisan political activity. This section does not apply to the use of the Courthouse, Courthouse grounds or County buildings when used for the purpose of political announcements approved by Commissioners Court.
Solicitation	Persons not employed by Williamson County may not solicit or distribute literature in the workplace at any time for any purpose. Williamson County recognizes that employees may have interests in events and organizations outside the workplace; however, may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch breaks, or any other periods in which employees are not on duty.) In addition, the posting of written solicitations is limited to County bulletin boards. An employee should check with the department head or elected official for approval. Solicitations using electronic systems, including County email, are prohibited and subject to the Electronic Systems Use Policy located in the Policy Center
Retaliation	If an employee reports a violation of the law to an appropriate law enforcement authority, they cannot be suspended, terminated, or otherwise discriminated against by the County or an Elected Official. This policy prohibits retaliation against public employees who report official wrongdoing including sexual harassment.
Attendance	Employees are expected to be at work, on time and to complete their scheduled shifts. Employees that miss three consecutive shifts without notification will be separated from employment and considered to have resigned without notice
Gifts/Gratuities	The Texas Penal Code Section 1.07(a)(41) and Texas Penal Code 36 includes specific definitions, details regarding gifts, gratuities and bribery for public servants. A Public servant means a person elected, selected, appointed, employed, or otherwise designated as one of the following: (even if they have not yet qualified for office or assumed duties) • An officer, employee, or agent of government • A juror or grand juror • An arbitrator, referee, or other person who is authorized by law or private written agreement to hear or determine a cause or controversy • An attorney at law or notary public when participating in the performance of a government function • A candidate for nomination or election to public office • A person who is performing a governmental function under a claim of right, although they are not legally qualified to do so It is the responsibility of the employee, officer or agent of the government to read and understand all aspects of the Texas Penal Code Section 1.07 and Texas Penal Code 36 that relate to gifts, bribery and acceptance of honorarium
Outside Employment	Outside employment is acceptable, as long as it is outside the hours they are scheduled to work for the County. Also as long as such employment does not violate state laws concerning abuse of office or employment, interfere with normal duties, and does not constitute a breach of ethics or conflict of interest.

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Employee Responsibilities

Discipline

Discipline may include both corrective action and more conclusive measures, including termination. The appropriate level of discipline will be determined based on the facts of the disciplinary violations. Below are some examples of violations of workplace conduct:

- Insubordination
- Conduct unbecoming of a County employee
- Abuse of sick leave
- Conviction of a crime
- Violence in the work place
- Poor attendance
- Theft
- Poor job performance
- Harassment
- Discrimination
- Retaliation

This list is not all inclusive

Grievance Policy and Procedure

Summary

For employees in offices of Elected Officials, the grievance process defined by the Elected Official should be followed. Elected Officials are the final appeal level for their respective departments.

This guidance does not alter the employment-at-will relationship in any way. Final decisions on grievances will not be precedent setting or binding on future grievances, unless they are officially stated as County policy. When appropriate, the decisions will be retroactive to the date of the employee's original grievance.

Procedures for Employees in Non-Elected Office Departments

Employees may file a grievance at any time and cannot be retaliated against for the filing of the grievance. Employees are encouraged to discuss any issues with their supervisors/managers prior to filing a grievance

For procedures to follow in the event of a grievance by an elected official, see:

- Chapter 152, Sec. 152.014 Local Government Code

Informal Grievances

An informal grievance is presented verbally. The first step in the informal grievance procedure:

- Attempt to resolve the grievance by an informal conference with the Supervisor
- However, if the official or department head is the wrongdoer in instances of harassment, retaliation, or potential whistle blower activity the employee should immediately contact the Human Resource department
- If the informal conference does not result in a satisfactory resolution of the problem, the formal grievance steps should be followed

Draft

Employee Responsibilities

Grievance Policy and Procedure

Formal Grievances

The steps for a formal grievance are as follows:

1) Must be in writing, signed and presented to the supervisor of the employee submitting the grievance, within ten business days after the alleged issue occurred. A statement of the specific corrective action that requested must be included in the written grievance.
    - In the event that it would be inappropriate to address the grievance with said supervisor, such as when the supervisor is the wrongdoer, the employee should go to the department head or elected official
    - If the department head or elected official is the wrongdoer in instances of harassment, retaliation, or potential whistle blower activity, the employee should contact Human Resources
2) After being presented with a written and signed grievance, the supervisor will:
    - Meet with the employees involved and other people necessary to gather the facts
    - Immediately notify the Department Head and the Human Resource Department
    - Attempt to resolve the grievance with the employee
    - Communicate the decision in writing within ten business days after the receipt of the grievance
    - Send a copy of the proposed resolution to the elected official/department head and the Human Resources Department
3) If the employee filing the grievance does not receive a written resolution from the supervisor within ten business days, from the date the grievance was filed or is not satisfied with the proposed resolution, then:
    - They must file a written appeal, within ten business days, with the department head along with a copy to the Human Resource Department.
4) The Department Head will review the facts and the file, and may investigate the charges personally or through a designee.
    - The person(s) conducting the investigation may meet with the parties involved.
    - The Department Head/ Elected official will respond in writing to the employee within ten business days of the date the appeal was received.
5) If the Department Head is appointed by the Commissioners Court, Juvenile Probation Board, or District Judges, and the employee who submitted the grievance does not receive a written resolution from the Department Head within ten business days of the date the grievance was appealed, (or if unsatisfied with the appointed Department Heads proposed resolution)
    - A written appeal must be filed within ten business days, with the appropriate appointing authority (i.e., Commissioners Court, Juvenile Probation Board, or District Judges) through the Human Resource Department.
6) The appropriate appointing authority will then review the facts and the file and conduct an investigation, if deemed appropriate, before deciding. The appropriate appointing authority's decision is final. Longer intervals to facilitate investigation or fact-finding on behalf of the County may be appropriate depending upon the grievance and may increase the 10 day response time, accordingly.

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Social Media

While Williamson County encourages employees to enjoy and make good use of your off-duty time, certain activities may become a problem if they affect their work. An employee's online presence can reflect on Williamson County. The lines between public and private, personal and professional information are blurred in this context. Be aware that comments, posts, or actions captured via digital or film images can affect the image of Williamson County. If an employee is posting to personal networking sites and speaking about job- related content or about the County, the employee should identify him/herself and use a disclaimer to make it clear that the views are not reflective of the views of County. Subject to the restrictions below, generally, employees may use personal social media any way they choose. With these goals in mind, employees must follow these rules in their use of social media, both on and off duty:

- Employees are prohibited from publishing any personal information about themselves, another employee of Williamson County, applicants, or an associate of Williamson County in any public medium (print, broadcast, digital, or online) in any format (written, video or image) that:
    - Has the potential or effect of involving themselves, co-workers, or Williamson County in any kind of dispute or conflict with other employees or third parties.
    - Interferes with the work of any employee.
    - May create a harassing, demeaning, or hostile working environment for any employee.
    - Disrupts the smooth and orderly flow of work within the office, or the delivery of services to Williamson County's taxpayers or customers.
    - Harms the reputation of Williamson County among its taxpayers or in the community at large.
    - States falsities or is defamatory of others and the County.
    - Reveals information that should be treated as confidential (by law) and/or information regarding the personal or private conduct, health information, and affairs of that person and interaction with other people that is unrelated to the person's job performance or official duties for Williamson County is personal information.

- Workplace personal conduct standards, including but not limited to equal opportunity, anti-harassment and anti-discrimination, apply at all times. This prohibits posts containing obscene or sexually explicit language, images, acts and statements. Other forms of postings that ridicule, malign, disparage or otherwise express bias against any race, religion, disability, ethnic origin, sexual orientation or any other protected class of individuals are also prohibited.
- Employees may not use County equipment or facilities for non-work-related activities or business including social media. Personal social media activities should not be conducted while working or on the clock.
- Conducting oneself in such a way that his/her actions and relationships with others could become the object of gossip in the office, or causing unfavorable publicity for Williamson County in the community, is prohibited.
- If an employee creates a personal blog, they must provide a clear disclaimer that the views expressed in the blog are theirs alone, and do not represent the views of Williamson County. All information published on any blog(s) or other posting(s) should comply with Williamson County confidentiality and disclosure policies. This also applies to comments posted on other social networking sites, blogs and forums
- The Commissioners' Court strongly recommends all County Department's/ Offices abide by the Social Media Policy above.
- <u>Any violations of this policy are subject to disciplinary action, up to and including termination.</u>

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DOT Regulated Drug & Alcohol Testing

Introduction

This policy outlines the responsibilities of employees, supervisors and managers with regard to drug and alcohol testing of employees in safety-sensitive positions in accordance with U.S. Department of Transportation regulations, issued under the Omnibus Transportation Employee Testing Act of 1991.

Policy Statement

It is the policy of the County to comply fully with the regulations mandating pre-use, random, reasonable suspicion and post-accident drug and alcohol testing in accordance with regulations issued by the U.S. Department of Transportation. This policy applies to employees whose job requires them to obtain and retain a Commercial Drivers License (CDL) and operate a Commercial Motor Vehicle (CMV) and/or perform safety-sensitive functions.

Designated Employee Representative:
Human Resource Generalist II
Servicing the Departments of Infrastructure, Unified Road Systems and Fleet Services.
512-943-1533, humanresources@wilco.org

Definitions

Performing a Safety-Sensitive Function: Any period in which the employee is actually performing, ready to perform, or immediately able to perform any safety-sensitive functions.

Safety-Sensitive Function: Any of the seven on-duty functions set forth in 395.2, On-duty time, listed below:
All time at a carrier or shipper plant, terminal, facility, or other property, waiting to be dispatch, unless the driver has been relieved from duty by the employer.

- All time inspecting equipment as required by the Federal Motor Carrier Safety Regulations, or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time.
- All time spent at the driving controls of a commercial motor vehicle.
- All time on County property, public property, or other property waiting to be dispatched to drive.
- All time, other than driving time, spent on or in a commercial motor vehicle.
- All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
- All time spent performing the driver requirements associated with an accident.
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

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DEPARTMENT OF TRANSPORTATION UNITED STATES OF AMERICA

DOT Regulated Drug & Alcohol Testing

Prohibited Conduct

Alcohol Concentration

No employee shall report for duty or remain on duty requiring the performance of a safety-sensitive functions while having an alcohol concentration of 0.02 or greater, or perform or continue to perform safety-sensitive functions.

On-Duty Use

No employee shall use alcohol while performing safety-sensitive functions.

Pre-Duty Use

No employee shall perform safety-sensitive functions within four hours after using alcohol.

Use following an accident

No employee required to take a post accident alcohol test, shall use alcohol for eight hours following the accident, or until the employee undergoes a post-accident alcohol test, whichever occurs first.

Refusal to Submit a Required Alcohol or Controlled Substance Test

No applicant shall refuse to submit to a pre-employment controlled substance test required under 382.301. No employee shall refuse to submit to a post accident alcohol or controlled substance test required under 382.303, a random alcohol or controlled substances test under 382.305, a reasonable suspicion alcohol or controlled substance test required under 382.307, a return-to-duty alcohol or controlled substances test required under 382.309, or a follow-up alcohol or controlled substance test required under 382.311. No employee shall perform or continue to perform safety-sensitive functions, who refuses to submit to such tests.

Controlled Substance Use

No employee shall report for duty or remain on duty requiring the performance of safety sensitive functions when the driver uses any drugs or substances identified in 21 CFR 1308.11 Schedule I.

No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any non-schedule I drug or substance that is identified in the other schedules in 21 CFR part 1308 except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in 382.107, who is familiar with the employees medical history and has advised the driver that the substance will not adversely affect the employees ability to safely operate a commercial motor vehicle. Employees that perform safety-sensitive functions are required to inform Human Resources of any therapeutic drug use.

Controlled Substance Testing

No employee shall report for duty, remain on duty or perform a safety-sensitive function, if the employee tests positive or has adulterated or substituted a test specimen for controlled substances.

Employee violations of prohibited conduct are not authorized by Williamson County to operate a commercial motor vehicle or perform any safety-sensitive functions.

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DOT Regulated Drug & Alcohol Testing

Circumstances for Testing

Types of Tests: To the extent practicable, all tests will be conducted during employees' normally scheduled work hours. All testing required by this policy will be conducted in accordance with the Omnibus Transportation Employee Testing Act of 1991 and drug testing guidelines and regulations issued by the Department of Transportation. The following tests are required:

- **Pre-employment:** All applicants for employment in CDL positions or that perform safety-sensitive functions, candidates for transfer or promotion to such positions are subject to screening for improper use of alcohol or controlled substances.
- **Post-Accident**. Conducted following an occurrence involving a County owned commercial motor vehicle, while performing a safety–sensitive function, whose performance could have contributed to the accident, as determined by a citation for a moving traffic violation, or resulted in bodily injury to any person, or disables one or more motor vehicles as a result of the accident, and for all fatal accidents even if the driver is not cited for a moving traffic violation. Employee must remain available for such testing or will be deemed a refusal.
    - Alcohol tests should be conducted within 2 hours, but in no case more than 8 hours, after the accident.
    - CDL employees must refrain from all alcohol use until the test is complete.
    - Post-accident drug tests must be conducted within 32 hours.
    - Employee is placed on paid administrative leave until the results are confirmed.
- **Reasonable Suspicion**. Conducted when a trained supervisor or manager observes behavior or appearance that is characteristic of alcohol or illicit drug misuse.
    - If a CDL employee's behavior or appearance suggests alcohol or drug misuse, a reasonable suspicion test must be conducted.
    - If a test cannot be administered, the employee must be removed from performing safety-sensitive duties for at least 24 hours.
    - Testing for alcohol abuse must be based upon suspicion which arises just before, during or just after the time when the employee is performing safety-sensitive duties.
    - Testing for substance abuse may occur at any time upon suspicion.
    - Reasonable suspicion testing may only be conducted after consultation with the Senior Director of Human Resources and/or DER.
- **Random**: Conducted on a random, unannounced basis just before, during or after performance of safety-sensitive functions for alcohol or at any time for drugs.
    - Each year, the number of random alcohol tests conducted by the County must equal at least 25% of all the safety-sensitive CDL employees.
    - Random drug tests conducted by the County must equal at least 50% of all employees that require a CDL or perform safety-sensitive functions.
- **Return to Duty:** Conducted when an individual who has violated the prohibited alcohol or drug standards returns to performing safety-sensitive duties after successful completion of SAP program.
    - Follow-up tests are unannounced and at least six (6) tests must be conducted in the first twelve (12) months after a driver returns to duty, unless more are required by the substance abuse professional.
    - Follow-up testing may be extended for up to sixty (60) months following the return to duty.

Draft

DOT Regulated Drug & Alcohol Testing

Testing Procedures

- **Alcohol:** DOT rules require breath testing using evidential breath testing (EBT) devices.
    - Two breath tests are required to determine if a person has a prohibited alcohol concentration.
    - A screening test is conducted first. Any result less than 0.02 alcohol concentration is considered a "negative" test. Therefore, any result with a 0.02 alcohol concentration or greater is considered a "positive" test. If the alcohol concentration is 0.02 or greater, a second, confirmation test must be conducted.
- **Drugs:** Drug testing is conducted by analyzing a employee's urine specimen, and must be conducted through a U.S. Department of Health and Human Services certified facility, which may conduct onsite collections.
    - Specimen collection procedures and chain of custody requirements ensure that the specimen's security, proper identification and integrity are not compromised.

DOT rules require a split specimen procedure.

- Each urine specimen is subdivided into two bottles labeled as primary and split.
- Both bottles are sent to the laboratory.
- Only the primary specimen is opened and used for the urinalysis.
- The split specimen remains sealed at the laboratory.
- If the analysis of the primary specimen confirms the presence of illegal controlled substances, the employee has 72 hours to request that the split specimen be sent to another DHHS certified laboratory for analysis.

All urine specimens are currently analyzed for the following drugs:

Testing is conducted using a two-stage process.

- First, a screening test is performed.
- If the test is positive for one or more of the drugs, a confirmation test is performed for each identified drug.
- Sophisticated testing requirements ensure that over-the-counter medications or preparations are not reported as positive results.

All drug tests are reviewed and interpreted by a physician designated as a Medical Review Officer (MRO) before they are reported to the County.

- If the laboratory reports a positive result to the MRO, the MRO will contact the driver and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the urine specimen.
- For all the drugs listed above, except PCP, there are some limited, legitimate medical uses that may explain a positive test result. The MRO will take into consideration when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
- If the MRO determines that the drug use is legitimate, the test will be reported to the Designated Employer Representative and the Senior Director of Human Resources as a negative result.
- Failure to cooperate with MRO requests will be considered a positive result.

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Refusal to Submit to an Alcohol or Drug Test and the Consequences

Refusal to submit to an alcohol or controlled substances test means that a CDL employee:

- Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing in accordance with the provisions of this policy.
- Fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing in accordance with the provisions of this policy.
- Refuses to wash his or her hands after being directed to do so during collection of a urine sample.
- Admits to the collector of a urine sample that he or she has adulterated or substituted their specimen.
- An observed collection of a urine sample, fails to follow the observer's instructions to raise his or her clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if he or she has any type of prosthetic or other device that could be used to interfere with the collection process.
- Possesses or wears a prosthetic or other device that could be used to interfere with the collection process.
- Behaves in a confrontational way that disrupts the collection process or otherwise engages in conduct that clearly obstructs the testing process.

CDL employees who refuse to submit to an alcohol or drug test are not allowed to perform safety-sensitive functions. Pursuant to the County's authority, CDL employees who refuse to submit to a test will be subject to discipline, up to and including discharge.

Consequences of Alcohol/Drug Misuse

Employees who perform safety-sensitive function that violate any of the prohibited conduct under the DOT Regulated Drug & Alcohol Testing policy will be immediately removed from performing such duties.

- Disciplinary action, up to and including termination, may be imposed upon an employee who performs safety-sensitive functions that engages in prohibited alcohol or drug conduct.
    - A positive post-accident alcohol or drug test will result in termination.
    - A positive test of 0.02 or greater, but less than 0.04 will be placed on unpaid administrative leave for a minimum of 24 hours.
- The first time a safety-sensitive employee tests positive for alcohol use greater than 0.04 or drug use, and is not terminated, they must be evaluated by an DOT approved substance abuse professional (SAP), and comply with any treatment recommendations to assist the employee with their alcohol or drug problem, at the employees expense, prior to returning to a safety-sensitive function.
    - If this employee has agreed to participate in the SAP program and Return–to-Duty testing, he/she will be placed on unpaid administrative leave, unless FMLA qualifications are met, until the SAP program has been deemed successfully completed by the substance abuse professional.
    - If this employee tests positive for alcohol greater than 0.02 or drug use, a second time during the return to duty testing or after successful completion of the SAP/Return to Duty program, will be terminated.

Draft

DOT Regulated Drug & Alcohol Testing

Information/Training

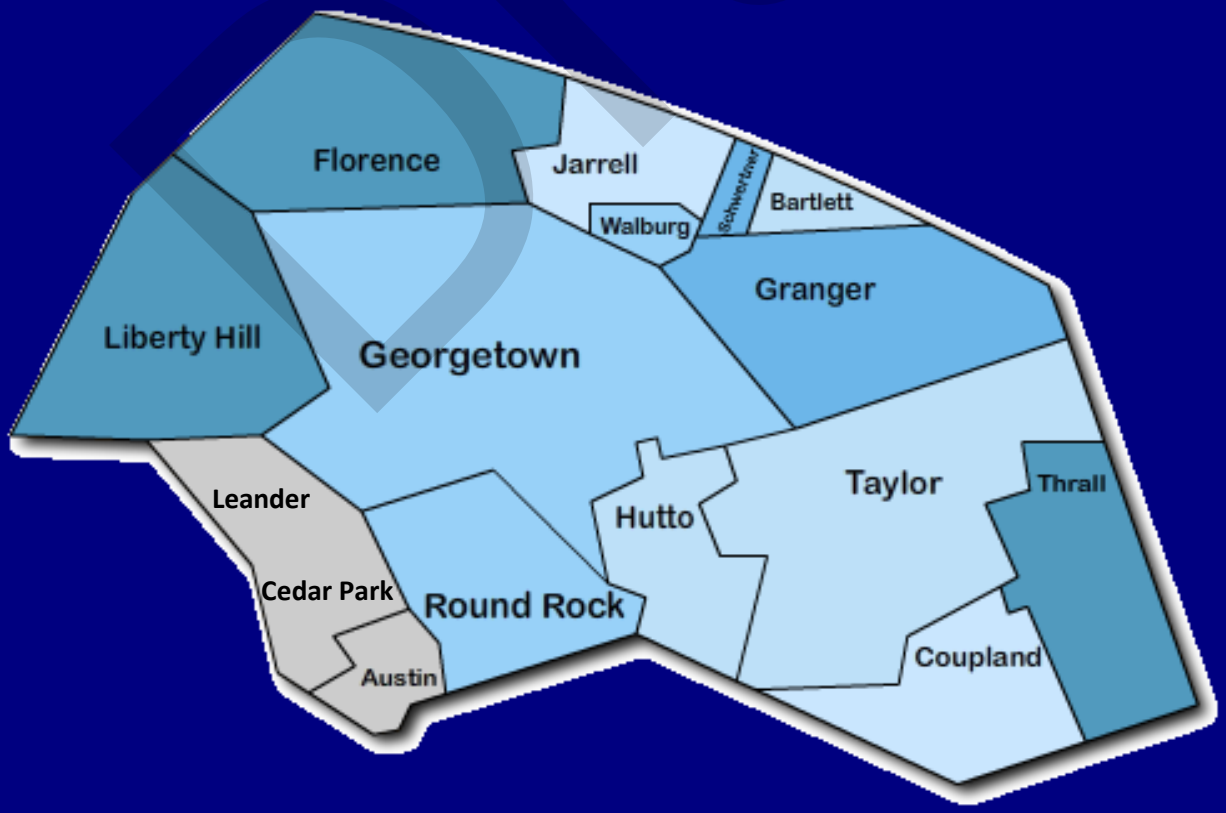
- All employees have access to Williamson County's EAP where they may receive assistance for alcohol or drug misuse.
- All personnel responsible for supervising and managing CDL employees must attend at least two hours of training on alcohol and drug misuse symptoms and indicators used in making determinations for reasonable suspicion testing.
    - Supervisors and managers will be instructed on the detection of abuse problems and the enforcement of the testing policy.
- Educational information will be made available on Wilco 365 which will focus on the potentially dangerous effects of drug and alcohol use and abuse, the effects on job performance measured in loss of productivity, and the potential safety hazards presented to the individual employee, other employees and the public.

For additional policy information contact the Human Resources Department or visit the policy center

100 Wilco Way Suite HR101
Georgetown, TX 78626
512-943-1533

HUMAN RESOURCES

Draft



Commissioners Court - Regular Session **81.**

Meeting Date: 07/21/2020

grade chart

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

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving an update to the B chart for FY21.

Background

HR is recommending increasing the range on the B chart from 45% to 50% to be competitive with other entities in our market. This would change the top of each grade, while the starting salary remains the same.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

proposedFY21Bchart

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/09/2020 08:41 AM

Form Started By: Rebecca Clemons Started On: 07/08/2020 08:20 PM

Final Approval Date: 07/09/2020

B Grade Chart

Effective October 2020

Grade	Min - Annual	Mid - Annual	Max - Annual
B.12	$24,175.37	$30,219.21	$36,263.05
B.13	$25,392.10	$31,740.13	$38,088.16
B.14	$26,671.16	$33,338.96	$40,006.75
B.15	$28,012.28	$35,015.35	$42,018.42
B.16	$29,415.98	$36,769.98	$44,123.98
B.17	$30,911.71	$38,639.64	$46,367.57
B.18	$32,473.21	$40,591.51	$48,709.81
B.19	$34,126.47	$42,658.08	$51,189.70
B.20	$35,841.78	$44,802.23	$53,762.67
B.21	$37,650.97	$47,063.72	$56,476.46
B.22	$39,554.05	$49,442.56	$59,331.07
B.23	$41,581.50	$51,976.88	$62,372.26
B.24	$43,671.81	$54,589.76	$65,507.72
B.25	$45,886.76	$57,358.45	$68,830.14
B.26	$48,226.35	$60,282.94	$72,339.53
B.27	$50,690.59	$63,363.24	$76,035.89
B.28	$53,279.74	$66,599.68	$79,919.61
B.29	$55,993.80	$69,992.25	$83,990.70
B.30	$58,832.50	$73,540.62	$88,248.75
B.31	$61,795.58	$77,244.47	$92,693.37
B.32	$64,946.42	$81,183.02	$97,419.63
B.33	$68,221.37	$85,276.72	$102,332.06
B.34	$71,684.36	$89,605.44	$107,526.53
B.35	$75,303.01	$94,128.76	$112,954.51
B.36	$79,108.63	$98,885.79	$118,662.94
B.37	$83,101.48	$103,876.85	$124,652.22
B.38	$87,312.33	$109,140.41	$130,968.49
B.39	$91,742.23	$114,677.78	$137,613.34
B.40	$96,329.13	$120,411.41	$144,493.69
B.41	$101,145.42	$126,431.78	$151,718.14
B.42	$106,202.52	$132,753.15	$159,303.78
B.43	$111,512.89	$139,391.11	$167,269.33
B.44	$117,088.72	$146,360.90	$175,633.08
B.45	$122,943.01	$153,678.76	$184,414.51
B.46	$129,090.08	$161,362.60	$193,635.12
B.47	$135,544.78	$169,430.98	$203,317.17
B.48	$142,321.70	$177,902.13	$213,482.55
B.49	$149,438.08	$186,797.60	$224,157.12
B.50	$156,909.82	$196,137.28	$235,364.73

Commissioners Court - Regular Session **82.**

Meeting Date: 07/21/2020

District Attorney's Lateral Personnel Moves to Fill Vacancies

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the District Attorney's lateral personnel moves to fill vacancies.

Background

One of the DA Victim Assistance Coordinators resigned to take a position with the Children's Advocacy Center. We intend to move existing employees into current budgeted positions to fill vacancies. These moves require no change in our budget, no change in the existing budgeted positions, no reallocation of budget funds, and no funding transfers. See attached chart.

The purpose of these moves is to generally ensure that the most experienced and senior employee in a position earns more salary than a new employee in the position with less experience. The goal is to achieve and maintain general internal equity in our organizational structure.

Management decisions of this kind, that do not affect the budget or contradict policy in any way, should be a simple direction of an elected official to HR for record purposes with no consideration or action of the Commissioners Court.

We are placing this issue on the Court's Agenda only because HR advised that it is required to accomplish our intended personnel moves. We maintain that the actions we are taking does not violate County policy and should not require any consideration or approval by the Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Chart

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 11:45 AM
District Attorney (Originator)	Inky Chandler-Mertz	07/16/2020 12:11 PM
County Judge Exec Asst.	Andrea Schiele	07/16/2020 12:14 PM
Form Started By: Grace Frias		Started On: 07/16/2020 11:02 AM
Final Approval Date: 07/16/2020		

DISTRICT ATTORNEY CURRENT EMPLOYEE MOVES TO FILL VACANCIES

EXISTING POSITIONS

Victim Assistance Coordinators				
VAC	B22	73	$48,600	Resigning Employee[1]
VAC	B22	74	$46,500	Current Employee
Discovery Admins				
Legal Assistant II	B22	1754	$43,200	Current Employee
Legal Assistant II	B22	1797	$42,155	Current Employee

AFTER CURRENT EMPLOYEES ARE MOVED TO FILL VACANCIES

Victim Assistance Coordinators				
VAC	B22	73	$48,600	Current Employee[2]
VAC	B22	74	$46,500	Promoted Employee[3]
Discovery Admins				
Legal Assistant II	B22	1754	$43,200	Current Employee[4]
Legal Assistant II	B22	1797	$42,155	Vacancy to be Filled[5]

[1]Employee in PCN 73 has resigned.

[2]We are moving a current VAC to fill the PCN 73 vacancy. The employee receives a 4.5% compensation increase of $2,100 per year.

[3]We are moving a current Legal Assistant II to fill the PCN 74 vacancy. The employee receives a 7.6% compensation increase of $3,300 per year.

[4]We are moving a current Legal Assistant II to fill the PCN 1754 vacancy. The employee receives a 2.5% increase of $1,045 per year.

[5]We will fill the PCN 1797 vacancy with a new person at no more than the existing $42,155 compensation for the Legal Assistant II position.

Commissioners Court - Regular Session **83.**

Meeting Date: 07/21/2020

Elections Epoll Books

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on exempting Tenex Software Solutions, Inc. from the competitive bidding requirements established by Section 262.024.(a)(2) of the Texas Local Government Code Discretionary Exemptions for items necessary to protect the public health or safety of the residents of the county and authorizing execution of the agreement.

Background

The Williamson County Elections Department wishes to procure Epoll Books that would allow for electronic signatures for checking in voters at polling locations. By eliminating traditional paper forms and pens, the Elections department feels this system would be a tool in helping to reduce the transmission of COVID-19 in polling places as touch screens are easily cleaned with an alcohol solution. IT has reviewed this system. Attached is the quote, contract and the Williamson County Addendum for the Purchase of Goods and Services During COVID-19 Operations. This expenditure will be charged to two different line items. $76,500 will be charged to 01.0377.0377.003010 and $293,000 to the Elections CARES subgrant 421P/421CO/6.1. Department contact is Chris Davis.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Contract

COVID-19 Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/16/2020 09:04 AM
County Judge Exec Asst.	Andrea Schiele	07/16/2020 09:11 AM
Form Started By: Erica Smith		Started On: 07/14/2020 09:00 AM
Final Approval Date: 07/16/2020		

TENEX SOFTWARE SOLUTIONS

5021 W. Laurel Street, Tampa, FL 33607
(813) 618-3639 | info@tenexsolutions.com

Williamson County, TX Quote

Date: **July 5, 2020**
To: Williamson County, Texas Elections Office
From: Tenex Software Solutions, Inc

Item #	Product Description	Quantity	Unit Price	Total
1	Hardware - 7th Generation iPad Tablet (10.2", 32GB, with charging block & 3' lighting charging cable)	250	$ 329.00	$ 82,250.00
2	Hardware - Flip & Share Stand and Stylus	250	$ 90.00	$ 22,500.00
3	Hardware - 10' Apple Certified Lighting Charging Cables	250	$ 15.00	$ 3,750.00
4	Hardware - Tenex Print Server (for connnection to ExpressLink)	250	$ 100.00	$ 25,000.00
5	Software - Precinct Central EPB Software License (includes Touchpad, Console, & Data Studio)	250	$ 500.00	$ 125,000.00
6	Software - ES&S Licensing for Use with ExpressLink Integration Year 1	1	$ 15,000.00	$ 15,000.00
7	Service - Apple DEP/Cisco MDM Registration & Management	250	Included	Included
8	Service - Shipping & Configuration	250	$ 25.00	$ 6,250.00
9	Hardware - Carrying Case (holds 1 Touchpads, 1 Epson printer OR 1 ExpressLink printer, cords, & accessories) (additional variations available)	250	$ 150.00	$ 37,500.00
10	Hardware - 75 Unit iPad Charging Cart	4	$ 1,500.00	$ 6,000.00
			Year 1 - Total Purchase Price:	**$ 323,250.00**

Item #	Annual Software License & Maintenance Fees	Quantity	Unit Price	Total
11	Software - Precinct Central EPB Software License & Maintenance (per year, after year 1)	250	$ 125.00	$ 31,250.00
12	ES&S Licensing for Use with ExpressLink Integration (per year, after year 1)	1	$ 15,000.00	$ 15,000.00
13	Service - Apple DEP/Cisco MDM Registration & Management (per year, after year 1)	250	Included	Included
			Estimated Reoccurring Annual License & Maintenance Fees:	**$ 46,250.00**

Item #	Optional Add-On Items	Quantity	Unit Price	Total
14	Service - Onsite Support (per person, per day)	1	$ 2,200.00	$ 2,200.00
15	Service - Onsite Train-the-Trainer (per person, per day)	1	$ 2,200.00	$ 2,200.00

This quote is valid for 90 days and subject to change based upon contract terms and conditions or any change in configuration.

Tenex Software Solutions, Inc.

PRECINCT CENTRAL ELECTRONIC POLL BOOK CONTRACT

This contract ("Agreement") is entered into as of **July 31, 2020** (the "Effective Date") by and between Tenex Software Solutions, Inc., a Florida corporation, having its principal place of business at 5021 W. Laurel St., Tampa, Florida 33607 ("Tenex" "Vendor" or "Company"), and Williamson County Elections, Texas ("Customer"), and governs the provision of the Precinct Central ePollbook Solution (the "Solution" as defined herein) by Tenex to County, and the use of the System (as defined below) by County, together with related services provided by Tenex to County, all in accordance with its terms. For convenience, Tenex and County are sometimes referred to in the Contract Documents as "Parties".

1.0 DEFINITIONS

The following definitions will apply:

a. **System.** "System" means the individual modules or products that make up the system. The overall system suite is known as "Precinct Central"
b. **Customer Data.** "Customer Data" means any of the customer's information, documents, or electronic files that are provided to Tenex including Election and/or Voter data.
c. **Service.** "Service" means Tenex's work product necessary for providing electronic check-ins, voter processing and election related functions
d. **Support**. "Support" means the ongoing services by Tenex to support & maintain the System as defined below.
e. **Solution.** "Solution" means the Precinct Central ePollbook system provided by Tenex, under the Agreement, inclusive of all hardware, Software and services required to make the Precinct Central ePollbook system fully functional
f. **Contract Documents.** "Contract Documents" means this Agreement, including all exhibits and attachments
g. **Agreement.** "Agreement" shall mean this software purchase agreement document, including all exhibits and attachments hereto.
h. **Deliverables.** "Deliverables" shall mean any products furnished or services provided by or through Tenex under the Contract Documents.
i. **CAS.** "CAS" or "Custom Application Software" means custom software components of the Solution developed by Tenex and required to fulfill the specifications in the Contract Documents including, but not limited to, parametric instructions, program source statements, and customization of standard software components. CAS does not include software developed by other or third parties ("TPS").
j. **TPS.** "TPS" means the software components of the Solution other than CAS, including computer program, documentation, updates and related material. Software developed by entities other than Tenex.
k. **Software.** "Software" means A collection of computer programs, codes or data used to direct the operation of a computer or iPad device, including any documentation giving instructions on how to use them, including CAS and TPS.
m. **Acceptance.** "Acceptance" means written acceptance of Deliverable(s) provided by Tenex under the Agreement following successful completion of acceptance testing of the Solution by Customer. Payment, progress payments, or partial use of the Solution by the Customer shall not constitute acceptance of Deliverables not furnished, implemented or operating in accordance with the requirements of the Contract Documents.
o. **Contract Price.** "Contract Price" means the maximum price to be paid by County for all Deliverables to be rendered by or through Tenex under the Agreement for all Deliverables, including a fully implemented

and fully functioning Solution as described in the Contract Documents, together with the cost of the Warranty Period following Acceptance.

p. **Precinct Central or Purchased Product.** "Precinct Central" or "Purchased Product" means the complete solution for maintaining voter lists, voter eligibility to cast a vote, capture a signature and make consolidated and individual reports available to the Customer. The full features of the software for the purposes of this Agreement and license are outlined in Section A of this agreement and in the Contract Documents.

q. **Warranty Period.** "Warranty Period" means the 12-month period after Acceptance of the Solution by Customer during which period Tenex will correct any material deficiencies in the Solution or Deliverables at Tenex's expense.

r. **Prime Time Hours.** "Prime Time Hours" means any time during the 30 days prior to election day, election day, and 21 days after election day.

s. **Major Downtime.** "Major Downtime" means problem(s) with Precinct Central or its components which significantly interfere with the functionality or reliability of its operations or intended purpose.

2.0 DELIVERABLES & DEADLINES

Tenex Software Solutions, Inc. shall perform the Services and provide the software ("Software") to Customer, according to a Project Schedule to be outlined at the outset of the project.

Tenex will implement the Precinct Central electronic poll book solution ("Solution") for the Customer. Precinct Central is an electronic poll book solution that runs on an iPad and provides functionality for checking-in voters at the polls. The Solution provides powerful tools for verifying voter eligibility to vote during an election, allowing the voter to sign for a ballot, poll worker payroll tracking, ballot inventory tracking, and more. The Software consists of: web-hosting and storage provided on Amazon Cloud Server, remote support during implementation, remote training for administrative staff (20 hours included), and a solution for verifying voter eligibility and checking them in during an election. The Hardware included with the system depends on the configuration of the County and usually consists of: Enterprise locked iPad, Tenex proprietary Flip & Share stand, wireless receipt printer, and carrying case for all equipment.

Any delays in Tenex's performance caused by Customer third parties shall not constitute a breach of this Agreement by Tenex. Any delays in Customer's performance caused by Tenex Software Solutions, Inc. or third parties shall not constitute a breach of this Agreement by Customer.

3.0 SOFTWARE LICENSE AND SERVICE AGREEMENT

3.1 Use Rights

During the term and subject to the terms of this Agreement, Tenex hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right to permit Customer's Users to use the Solution and its Components for Customer's business purposes.

3.2 License and Use Restrictions

Customer shall not, directly, indirectly, alone or with another party, (i) copy, disassemble, reverse engineer, or decompile the System or its Components; (ii) modify, create derivative works based upon, or translate the System or its Components; (iii) license, sell, rent, lease, transfer, grant any rights in or otherwise commercially exploit the System In any form to any other party, (iv) describe, show, tell, or explain any feature or portion of features or capabilities to any party including other vendors of county nor shall Customer attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder. You acknowledge and agree that Tenex shall own all right, title, and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the System and any suggestions, enhancement requests, feedback, recommendations or other information provided by Customer.

3.3 Customer Data

Customer owns all right, title, and interest in the Customer Data. Customer hereby grants to Tenex, a non-exclusive, non-transferable, non-sublicensable right and license to use, copy, transmit, modify and display the Customer Data solely for the purposes of the Customer's use of the System. Tenex shall not use the Customer Data except to improve the System and as necessary to perform its obligations set forth in this Agreement.

3.4 Security

Customer is solely responsible for maintaining the security of all usernames and passwords granted to it, for the security of its information systems used to access the System, and for its Users compliance with the terms of this Agreement. Tenex will act as though any electronic communications it receives under Customer's usernames have been sent by Customer. Customer will immediately notify Tenex if it becomes aware of any loss or theft or unauthorized use of any Customer's passwords or usernames. Tenex has the right at any time to terminate or suspend access to any Customer if Tenex believes in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the System or Tenex's network.

All performance under this Contract, shall be in accordance with the County's security requirements, policies, and procedures. Vendor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County systems accessed in the performance of services in this Contract.

The County agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection, and security of proprietary software and other proprietary data.

4.0 SUPPORT

4.1 Updates

Tenex shall deliver Updates to the System that apply to the Customer's current edition at no additional charge. Only those Updates that apply to the Customer's current edition will be delivered automatically to the Customer at no additional charge.

4.2 Error Correction

Tenex shall use commercially reasonable efforts to correct all Errors or to provide a reasonable workaround as soon as is possible using its reasonable efforts during Tenex's normal business hours. Customer shall provide such access, information, and support as Tenex may reasonably require in the process of resolving any Error.

4.3 Support Exclusions

Tenex is not obligated to correct any Errors or provide any other support to the extent such Errors or need for support was created in whole or in part by: (i) the acts, omissions, negligence, or willful misconduct of the Customer, including any unauthorized modifications of the System or its operating environment; (ii) any failure or defect of Customer's or a third party's equipment, software, facilities, third party applications, or internet connectivity (or other causes outside of Tenex's firewall.

5.0 OWNERSHIP OF PURCHASED PRODUCTS

5.1 Warranties

Tenex warrants and represents that it is, and on the date of the delivery of the Product shall be, the sole owner and copyright holder of the Purchased Product; that it has, and on the date of the delivery of the Purchased Product shall have, the full right and authority to grant this license; and that neither this license nor performance under this Agreement does or shall conflict with any other agreement or obligation to which Company is a party or by which it is bound.

5.2 Deliverables

Title to all other Deliverables, such as training documentation, to be provided to County by or through Tenex as a part of this Agreement shall remain sole property of Tenex and should not be distributed, shared or shown to any other party without written explicit permission from an authorized Tenex employee.

6.0 FEES, EXPENSES & PAYMENT

6.1 Project Fees

Customer agrees to pay the following fees for use xxx

- **$323,250.00** for year one hardware/software to be billed upon contract signing.
- **$46,250.00** to be billed on the 1st year anniversary of the contract.
- **$46,250.00** to be billed on the 2nd year anniversary of the contract.
- **$46,250.00** to be billed on the 3rd year anniversary of the contract.

6.2 Expenses

Unless an expense is approved in advance by Customer, Tenex Software Solutions, Inc. shall be responsible for all expenses incurred while performing services under this Agreement.

6.3 Payment Terms

Customer will pay Tenex Software Solutions, Inc. as follows:

- Tenex Software Solutions, Inc. will submit an invoice at contract signing for the full amount of all hardware and year 1 software to be paid by the customer upon contract signing.

- Tenex Software Solutions, Inc. will submit an invoice annually at the beginning of the contract year. Payment will be due from Customer on receipt of invoice.

7.0 INTELLECTUAL PROPERTY

7.1 Intellectual Property Ownership

Tenex Software Solutions, Inc. owns the entire copyright, title and interest in the following content ("Content"):

- All information regarding Precinct Central and Precinct Central software, scripts used to create reports, data transformation utilities and monitoring modules used to keep track of the health of the system.

- All training materials and documentation provided to the customer.

Customer will secure all necessary rights to copyright, trademark or other intellectual property to any materials it submits to Tenex Software Solutions, Inc. for use in the Services.

Nothing in this section will affect ownership of intellectual property created and owned by any entities not a party to this Agreement and not pursuant to an agreement with Tenex. Prior agreements for other products will not be affected by this agreement.

7.2 Warranty

Tenex Software Solutions, Inc. warrants that it has the rights and authority to grant all assignments and licenses granted by Tenex Software Solutions, Inc. in this Agreement.

7.3 Permitted Uses

Tenex grants to the Customer a non-exclusive license to use the Precinct Central solution at their polling locations for verifying voter eligibility and checking in voters for an election event. Customer agrees to protect the intellectual and confidential property of Tenex unless Tenex provides a written waiver for the terms of this requirement.

8.0 TERM & TERMINATION

8.1 Term

The term of this Agreement shall commence on the Effective Date and shall automatically terminate **fours** year after the contract has commenced (Effective Date), Tenex has fulfilled their software as a service subscription agreement obligation, and payment of all Project Fees and Expenses as specified in this Agreement has been completed, unless otherwise extended by mutual written agreement or terminated in accordance with this Agreement.

8.2 Termination

(a) Either party may terminate this Agreement effective immediately if the other party (i) commits any material breach or default of this Agreement; (ii) becomes the subject of any voluntary or involuntary proceeding under the U.S. Bankruptcy Code or state insolvency proceeding and such proceeding is not terminated within sixty (60) days of its commencement; or (iii) ceases to be actively engaged in business and has not assigned this Agreement.

(b) If this Agreement is terminated other than by reason of a material breach by Tenex, Tenex Software Solutions, Inc. shall be entitled to a pro-rated payment for work in progress based on the percentage of the Services then completed, as reasonably determined by Tenex.

9.0 CONTRACTOR RELATIONSHIP

Tenex Software Solutions, Inc. is an independent contractor, and neither Tenex Software Solutions, Inc. nor Tenex's employees or contract personnel are, or shall be deemed, Customer's employees. This Agreement does not create a partnership relationship. Neither Tenex Software Solutions, Inc. nor Customer has authority to enter into contracts on the other's behalf.

10.0 NON-SOLICITATIONS & CONFIDENTIAL INFORMATION

10.1 Non-solicitation

During, and for a period of one year after termination of this Agreement, Customer agrees not to solicit or recruit Tenex 's employees, contractors, or freelancers of which Customer becomes aware as a result of Tenex 's services for Customer.

10.2 Confidential Information

Tenex Software Solutions, Inc. and Customer agree not to use or disclose to any third party, either during or after the term of this Agreement, any proprietary or confidential information of the other party without the other party's consent. Tenex Software Solutions, Inc. and Customer shall not be restricted in using any material, which is publicly available, already in their possession, or known to them, or which is rightfully obtained from sources other than the other party.

Proprietary or confidential information includes business plans, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind owned by Tenex Software Solutions, Inc. or by Customer; and any information marked "Proprietary" or "Confidential."

11.0 WARRANTIES & REPRESENTATIONS

Tenex Software Solutions, Inc. warrants that it is able to complete the Services in a professional and timely manner; that any Project Deliverables shall be original or all necessary permissions and releases obtained and paid for; and that any Project Deliverables shall not contain any false, misleading, libelous or unlawful matter.

Customer warrants that any material given by Customer to Tenex Software Solutions, Inc. for use in the Services under this Agreement shall be original or all necessary permissions and releases obtained and paid for; and that any such material shall not contain any false, misleading, libelous or unlawful matter.

12.0 LIABILITY

12.1 Total Liability

In no event shall Tenex's aggregate liability for all cases or controversies arising out of the subject matter of this Agreement, whether in contract, tort or otherwise, exceed the aggregate payments actually received by Tenex Software Solutions, Inc. under this Agreement. In no event will Tenex Software Solutions, Inc. be liable to Customer or any third party for any special, incidental or consequential damages or lost profits, whether based in breach of contract, tort (including negligence), product liability or otherwise, and whether or not Tenex Software Solutions, Inc. has been advised of the possibility of such damage.

12.2 Limitation of Remedies

Customer's exclusive remedy, and Tenex's sole liability for any case or controversy arising out of Tenex's failure to perform any of its obligations hereunder shall be to terminate this Agreement pursuant to Section 7.2 and receive a refund from Tenex Software Solutions, Inc. of the unearned portion of any fees paid with respect to the Services.

Client: Williamson County Elections, Texas	**Contractor: Tenex Software Solutions, Inc.**
Signature: _____ Name: _____ Title: _____ Mailing Address: _____ _____ Date: _____	Signature: Ravi Kallem Name: Ravi Kallem Title: President Mailing Address: 5021 W. Laurel St. Tampa, FL 33607 Tax ID #: 59-3647858 Date: 7/10/2020

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR PURCHASE OF GOODS AND SERVICES DURING COVID-19 OPERATIONS (Federal Emergency Management Agency "FEMA" Requirements)

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Federal and Texas law, including but not limited to Federal Emergency Management Agency Rules and Regulations, 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 AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Tenex Software Solutions, Inc. (hereinafter "Vendor"). Customer agrees to engage Vendor as an independent Contractor, to assist in providing certain goods or 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. Vendor Quote dated July 5, 2020;
B. Vendor Sales Agreement;
C. Williamson County Agreement Addendum; and
D. Any necessary insurance certificates.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

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

III.

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

IV.

Good Faith: Vendor agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

V.

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

VI.

Texas Law Applicable to Indemnification and Limitation of Liability: All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

VII.

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

VIII.

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

IX.

Right to Audit: Vendor agrees that Customer 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 Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that Customer shall have access during normal working hours to all necessary Vendor 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 Vendor reasonable advance notice of intended audits. In no circumstances will Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

X.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the Agreements relevant to this Agreement.

XI.

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

XII.

No Assignment: This agreement may not be assigned by either party without prior written consent.

ADDITIONAL REQUIREMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") COMPLIANCE:

XIII.

Clean Air Act and The Federal Water Pollution Control Act Compliance: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

XIV.

Suspension and Debarment: (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XV.

Recovered Materials: (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe

providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

XVI.

Access to Records: The following access to records requirements apply to this Agreement:

(1) The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XVII.

Use of DHS Seals and Related Items: The Vendor shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

XVIII.

Compliance with Federal Law and FEMA Rules: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA

policies, procedures, and directives.

XIX.

Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended): Vendors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

XX.

No Federal Government Obligations: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from this Agreement.

XXI.

False Claims Act Compliance and Program Fraud Prevention: The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this Agreement.

XXII.

County Judge or Presiding Officer Authorized to Sign Agreement: 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:	Vendor: Tenex Software Solutions, Inc.
_____	_____
Authorized Signature	Ravichandra Kallem, President
Date:_____, 2020	Date: July 10, 2020

Commissioners Court - Regular Session **84.**

Meeting Date: 07/21/2020

2019 Capital Improvement Programs Budget Transfers

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 2019 Capital Improvement Program Budget Transfer to move $90,000 from Jail Boiler (P526) to Jail Master Plan (P432).

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	07/16/2020 10:00 AM
Form Started By: Emmeline Hawkins		Started On: 07/16/2020 09:44 AM
Final Approval Date: 07/16/2020		

Commissioners Court - Regular Session **85.**

Meeting Date: 07/21/2020

Purchase of Grayshift Software

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of Grayshift software license for use by Williamson County Sheriff's Office during investigations in the amount of $15,075.

Background

This software license contract is for the purchase of Graykey software from Grayshift L.L.C. This is a new product for agencies to use during investigations and breaks iPhone encryption and passwords. The terms and conditions include non-negotiable indemnification by the county, although this is within industry practice for a software license. Three (3) quotes were obtained and Graykey was the recommended solution. IT has approved this purchase. This expenditure will be charged to 01.0100.0560.005741. Department contact is Chief Tim Ryle.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/16/2020 09:19 AM
County Judge Exec Asst.	Andrea Schiele	07/16/2020 09:31 AM
Form Started By: Erica Smith		Started On: 07/08/2020 10:38 AM
Final Approval Date: 07/16/2020		

GRAYSHIFT

Company Address	931 Monroe Drive NE Suite A102-340 Atlanta, GA 30308 US
Quote Number	00000745
Created Date	7/8/2020
Expiration Date	7/31/2020
Prepared By	Jonathan Oszust
Phone	(833) 472-9539
Email	jonathan@grayshift.com
DUNS Number	081045174
CAGE Code	7R0W9
Contact Name	Julian Hernandez
Account Name	Williamson County Sheriff's Office, TX
Phone	(512) 943-5234
Email	julian.hernandez@wilco.org

Product	List Price	Sales Price	Quantity	Total Price
First Year License Discount	USD -500.00	USD -500.00	1.00	USD -500.00
GrayKey License - Online Fixed	USD 18,000.00	USD 15,000.00	1.00	USD 15,000.00
GrayKey Unit	USD 500.00	USD 500.00	1.00	USD 500.00
Shipping & Handling	USD 75.00	USD 75.00	1.00	USD 75.00

Subtotal	USD 15,075.00
Grand Total	USD 15,075.00

Quote Terms

- Delivery of GrayKey requires the end-user's prior acceptance of Grayshift's End User License Terms Agreement ("EULA"). Your acceptance of this quotation will indicate your acceptance of the terms of Grayshift's EULA, without exception or reservation. The EULA is available at https://grayshift.com/terms
- License Term = 12 months (includes unlimited extractions and software updates during the license term)
- The final invoice may include tax if applicable
- Upon receipt of your GrayKey unit, please follow the setup steps to activate it as soon as possible. It is ready for use immediately following activation. Your term license will auto-activate 28 days after fulfillment if not activated prior.

Payment Terms

- **Purchase Orders:** Net 30 - Non-payment after 30 days will result in asuspended license. License will be reactivated after full payment is received.
  Credit Cards: Major credit cards accepted including Visa, Mastercard, and American Express.
-
-

Commissioners Court - Regular Session **86.**

Meeting Date: 07/21/2020

1033 program (LESO) State Plan of Operation Agreement for County Sheriff

Submitted For: Robert Chody **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an updated State Plan of Operation (SPO) Agreement between the State of Texas and the Williamson County Sheriff's Office with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 U.S.C. 2576a.

Background

The Williamson County Sheriff's Office has been participating in this program with the Federal Government for a while now and must provide a signed agreement every year. The agreement promotes the efficient and expeditious transfer of property and to ensure accountability of the same. The Secretary of Defense is authorized by 10 U.S.C. 2576a to transfer to State Law Enforcement Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities with preferences for counter-drug/counter-terrorism or border security activities, under such terms prescribed by the Secretary. The Governor of Texas has designated in writing effective 8-31-18 to implement this program statewide as well as conduct management and oversight of this program.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LESO Application for 1033 Program

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/14/2020 08:09 AM
Form Started By: Starla Hall		Started On: 07/10/2020 05:07 PM
Final Approval Date: 07/14/2020		

DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092

CLEAR FORM

Law Enforcement Support Office (LESO)
Application for Participation / Authorized Screeners Letter

** Indicates Required Fields*

(This form is for State/Local Law Enforcement Agencies only)

SECTION 1:

*Originating Agency Identifier (ORI) Number (*if applicable*) TX2460000

*Agency Name: Williamson County Sheriff's Office

*Agency Physical Address: 508 S. Rock St. *City: Georgetown

*NCIC P.O. Box or address (if different than above i.e. Terminal Location):

*Phone #: (512) 943-1300 Fax #: (512) 943-1393

*State: TX *Zip Code: 78626 *Email: rchody@wilco.org

Note: Email is needed for automated system notifications.

Agency MUST have at least 1 full-time officer to participate in the program. Indicate the number of compensated officers with arrest and apprehension authority. Part-time field MUST be filled in: N/A, 0 or - is acceptable.

*Full-time: 236 *Part-time: 0

***RTD Screener** - RTD Screeners must be employed by the aforementioned LEA. Individuals identified below may request access to act as an authorized "RTD Screener" on behalf of this Law Enforcement Agency. Agency MUST have at least 1 RTD Screener.*

*#1 Lieutenant (*Official Title / Rank) | Mark (*First Name) | Luera (*Last Name)

mark.luera@wilco.org (*Email) | (512) 352-4824 (*Phone Number) | POC (Aircraft/Small Arms/Vehicle)

#2 Sergeant (*Official Title / Rank) | Roel (*First Name) | Alafa (*Last Name)

roel.alafa@wilco.org (*Email) | (512) 352-4827 (*Phone Number) | POC (Aircraft/Small Arms/Vehicle)

#3 Sergeant (*Official Title / Rank) | Jason (*First Name) | Brantley (*Last Name)

jbrantley@wilco.org (*Email) | (737) 215-9722 (*Phone Number) | POC (Aircraft/Small Arms/Vehicle)

#4 Deputy (*Official Title / Rank) | Tre'vone (*First Name) | Johnson (*Last Name)

trevone.johnson@wilco.org (*Email) | (512) 352-4834 (*Phone Number) | POC (Aircraft/Small Arms/Vehicle)

(Application Version: Oct 11, 2018)

SECTION 2:

RESERVED FOR LAW ENFORCEMENT AGENCY USE ONLY

Law Enforcement Agency/Activity - The LESO Program defines this as a Governmental agency/activity whose primary function is the enforcement of applicable Federal, State and Local laws and whose compensated Law Enforcement officers have the powers of arrest and apprehension.

* ☑ I certify that my agency meets the definition of a "Law Enforcement Agency/Activity" as described above. I certify that all information contained in this application is valid and accurate. I understand that I must provide my State Coordinator an application to update my agency participant information if the following information changes: 1. Chief Law Enforcement Official (CLEO) changes, 2. Agency physical address changes or 3. RTD Screener additions/deletions.

*(Check only one):

☑ I am signing this document as the CLEO of this law enforcement agency.

☐ In my official position or as Acting/Interim, I am authorized to sign documents on behalf of the CLEO for this agency. If checked, please provide current department policy or Memorandum that provides such signature authority to the individual holding that official position.

By signing this application, I certify that my Agency will comply with U.S. Code 2576a for all controlled property, which states; With the authorization of the relevant local governing body or authority, that my agency has adopted publically available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies; and that it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property. I certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.

Sheriff	Robert Chody	
*TITLE	*PRINTED NAME: FIRST & LAST	*SIGNATURE
rchody@wilco.org		6-24-2020
*EMAIL		*DATE

SECTION 3:

RESERVED FOR STATE COORDINATORS OFFICE USE ONLY

As the State Coordinator/ State Point of Contact it has been determined that the agency meets the definition of a "Law Enforcement Agency/Activity" as described in section 2. I certify that all information contained in this application is valid and accurate.

Mike Lesko		
*PRINTED NAME FIRST & LAST	*SIGNATURE	*DATE

SECTION 4:

RESERVED FOR LESO USE ONLY

NOTICE FOR DLA DISPOSITION SERVICES PERSONNEL: Regulatory guidance outlining Screener Identification and Authorization must be accomplished in accordance with DOD 4160.21-M, Volume 3, Enclosure 5, Section 3 (k). In accordance with the aforementioned reference, the LESO Program authorizes the individuals identified in Section 1 of this form to screen excess property at your facilities as authorized participants in the LESO Program. This authorized screener letter supersedes all previously issued screener letters for this Law Enforcement Agency/Activity and is valid only on or after the date signed by authorized LESO signatory. Only two individuals authorized to screen per visit; however, additional personnel may assist receiving material previously screened and approved for transfer.

*This agency is authorized to screen items via the LESO Program under authorized Agency DODAAC: _____

*LESO Authorized Signatory: _____ *Screener letter is valid one year from this date: _____

*SIGNATURE

Note: Once this screener letter has expired, agency can request a new screener letter (LESO AUTHORIZATION SCREENER LETTER, v.MARCH 2018) only through their SC/SPOC.

LESO Notes: _____

(Application Version: Oct 11, 2018

STATE PLAN OF

OPERATION BETWEEN THE

STATE OF TEXAS

AND THE Williamson County Sheriff's Office

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of Texas and the Williamson County Sheriff's Office, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DoD) personal property transferred under 10 U.S.C. § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by 10 U.S.C. § 2576a to transfer to Federal and State/Territory Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism or border security activities, under such terms prescribed by the Secretary. The Secretary of Defense has delegated authority for management of this Program to the Defense Logistics Agency (DLA). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State/Territory, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is known as the Law Enforcement Support Program and commonly referred to as the "LESO Program" or "1033 Program" and is administered by DLA Disposition Services, Law Enforcement Support Office (LESO).

III. GENERAL TERMS AND CONDITIONS

A. Operational Authority

The Governor of the State of Texas has designated in writing with an effective date of August 31, 2018 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program is provided by the Department of Public Safety of the State of Texas.

The provided funding is used to support assistance to the LEAs with customer service to include computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of Texas is as follows:

State Coordinator (SC): Mike Lesko

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): Laurie Patterson

State Point of Contact (SPOC): John Riddick

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: 5805 N. Lamar Blvd, Austin, Texas 78752

E-Mail / Contact Phone Numbers: txlesoprogram@dps.texas.gov (512) 424-7590

Hours of Operation: 7:00 am – 5:00 pm

B. All property is transferred and the recipient (*LEA name*) Williamson County Sheriff's Office agrees to accept property on an as-is, where-is basis. The DLA has final authority to determine the type, quantity, and allocation of excess DoD personal property suitable for law enforcement activities.

C. This agreement creates no entitlement to the State or Territory to receive excess DoD personal property. DLA retains the right to recall any property during the period that it is conditionally transferred.

D. The (*LEA name*) Williamson County Sheriff's Office understands that property made available under this agreement is for the use of authorized program participants only. Authorized participants who receive property from the LESO Program will not loan, donate, or otherwise provide property to other groups or entities that are not otherwise authorized to participate in the Program. Authorized participating agencies may, with prior approval from the State/Territory on a temporary basis, conditionally loan property to another participating agency as their mission requires, utilizing an Equipment Custody Receipt (ECR). Property temporarily loaned will be returned to the LEA responsible for the accountability. All requests for property will be based on bona fide law enforcement requirements.

E. Controlled property (equipment) includes any property that has a Demilitarization (DEMIL) Code of B, C, D, E, F, G, and Q3.

To receive such property, on an annual basis the LEA will certify (Ref: 10 U.S. Code § 2576a):

1) That it has obtained the authorization of the relevant Civilian Governing Body Official (city council, mayor etc.) to participate in the program.

2) That it has adopted publicly available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies.

3) That it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property.

F. The (*LEA name*) Williamson County Sheriff's Office will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss

or theft.

G. Upon approval of written requests, cannibalization may be performed on approved aircraft, armored vehicles, and High Mobility Multipurpose Wheeled Vehicles (HMMWVs). Requests will be submitted in writing to the State and approved by the LESO for approval. The cannibalized end item must be returned to DLA Disposition Services within the allotted timeframes determined by the LESO.

H. The LESO conditionally transfers all excess DoD property to States/Territories/LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the DoD in perpetuity and will not be relinquished to the States/Territories/LEAs. When the States/Territories/LEAs no longer have a legitimate law enforcement use for controlled property, the States/Territories/LEAs will notify the LESO and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the DLA at any time.

I. Property with a DEMIL Code of "A" and "Q" with an Integrity Code of "6" (Q6) is also conditionally transferred to the State/LEA, yet controlled for one year from the ship date. However, after one year from the ship date, the DLA will relinquish ownership and title to the State/Territory/LEA. Prior to this date, the State/Territory/LEA remains responsible for the accountability and physical control of the item(s) and the Program retains the right to recall the property.

    1) Property with DEMIL Codes of "A" and "Q6" will be placed in a closed status on the LEA's LESO inventory upon meeting the one year mark.

    2) Once closed, the property is no longer subject to the annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

    3) Ownership and title of DEMIL "A" and "Q6" items that have been closed will pass from the DoD to the LEA one year from the ship date, without issuance of any further documentation.

    4) LEAs receive title and ownership of DEMIL "A" and "Q6" items as governmental entities. Title and ownership of DEMIL "A" and "Q6" property does not pass from DoD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State/Territory and local laws that govern public property. Sales or gifting of DEMIL"A" and "Q6" property after one year from the ship date in a manner inconsistent with State/Territory or local law may constitute grounds to deny future participation in the LESO Program.

    5) An SF 97 form will be provided upon physical transfer for vehicles. Recipients are authorized to make upgrades to vehicles during the one year conditional period. Full title to DEMIL "A" and "Q6" property, including vehicles, will vest in the recipient after one year if all other requirements of this agreement have been met. After the one year period DEMIL "A" and "Q6" items may be transferred, cannibalized for usable parts, sold, donated or scrapped.

J. LEAs are not authorized to transfer any property on their inventory without State and LESO notification and approval. Property will not physically move until the LESO approval process is

complete.

K. Certain controlled equipment will have a documented chain of custody (e.g., Equipment Custody Receipt [ECR] or equivalent), including a signature of the recipient. Controlled equipment requiring a chain of custody are: small arms, aircraft, high profile vehicles, optics, robots, and small arm's parts/accessories. It is encouraged to utilize ECRs for all controlled equipment. Regarding ECRs during a LESO PCR, see section VI, A, 4.

L. Sale or transfer of DEMIL Codes "A" or "Q6" property after the one year conditional holding and utilization period to non-LEA participants will be executed in compliance with U.S. Export Control Regulations.

1) Excess personal property may be export-controlled, regardless of the assigned DEMIL Code and regardless of the Department or Agency that donates the property.

2) DEMIL Codes are not a substitute for export controls. They do not provide information on the export control requirements for an item.

3) The Transferee is responsible for complying with U.S. Export Control Laws and Regulations, including the Export Administration Regulations (EAR) (15 C.F.R. Pts. 730-774) and the International Traffic in Arms Regulations (ITAR) (22 C.F.R. Pts. 120-130).

a) This responsibility exists independent of, and is not established or limited by, the information provided in this statement of compliance.

b) The responsibility includes, but is not limited to, determining the subsequent transferee's eligibility to receive such items in accordance with U.S. Export Control Laws and Regulations.

c) Information on the EAR and ITAR are at: https://www.bis.doc.gov/index.php and https://www.pmddtc.state.gov/index.html.

d) Tips:

i. If Transferee has doubts about which regulation governs control of the item, they may submit a commodity jurisdiction request to the Department of State, Directorate of Defense Trade Controls to determine whether it is subject to the ITAR or EAR. Information on commodity jurisdiction requests can be found at: http://www.pmddtc.state.gov/commodity_jurisdiction/index.html.

ii. If Transferee is sure the item is subject to the EAR, but needs help determining the correct Export Control Classification Number (ECCN), they may submit a commodity classification request to the Department of Commerce, Bureau of Industry and Security (BIS). Information on classification requests can be found at: https://www.bis.doc.gov/index.php/licensing/commerce-control-list-classification/classification-request-guidelines

iii. For items subject to the EAR: Transferee is cautioned that prior to sale or transfer of items they should be familiar with their customer and intended end use of the items. Transferees must check prospective Transferees/buyers to ensure they are not on the Department of Commerce List of Parties of Concern (https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern) and the transfer/sale complies with the EAR, including 15 C.F.R. Prt. 736. BIS Export Compliance Guidelines are at: https://www.bis.doc.gov/index.php/forms-documents/pdfs/1641-ecp/file

4) The Transferee must notify all subsequent buyers or Transferees in writing, of their responsibility to comply with U.S. Export Control Laws and Regulations.

5) *Definition*. "Export-controlled items," as used in this statement of compliance, means items subject to the Export Administration Regulations (EAR) (15 C.F.R. Pts. 730-774) or the International Traffic in Arms Regulations (ITAR) (22 C.F.R. Pts. 120-130). The term includes:

a) "Items," defined in the EAR 15 C.F.R. Pt.772.1. as "commodities", "software", and "technology."

b) "Defense Articles, Defense Services, and related Technical Data defined in the ITAR, 22 C.F.R. Pt. 120.

IV. ENROLLMENT

A. An LEA will have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/academies may be authorized to participate in the program given the primary function is the training of bona fide State/Territory and Local law enforcement officers. Law enforcement training facilities/academies will be reviewed and approved for participation on a case-by-case basis via concurrence of DLA Disposition Services, DLA General Counsel, and DLA J349.

1) The LEA will submit an updated Application Packet to the State Coordinator's office no later than June 15 each year and/or any time there is a change in personnel or LEA contact information. Failure to do so may result in suspension and/or termination from the program.
2) Once approved for participation in the program, at least one of the LEA's authorized screeners must attend a mandatory training class prior to any requests for property being approved. The class will be conducted free of charge to the LEA and will be held at a location determined by the State Coordinator's office. Screeners who may have been previously employed by and screeners for other LEAs, might still be required to attend training as this training qualifies the agency, not the individual.
3) LEA transfer of responsibility – program property assigned to the LEA. A change in the Chief Law Enforcement Official (CLEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property in the LEA's possession. If the new CLEO does not wish to be responsible for existing property, they will notify the State Coordinator's office in writing that they wish to return the

property to their assigned Disposition Site and/or transfer it to a qualifying LEA. The new CLEO remains responsible for existing property until the property is officially transferred or returned.

B. Unauthorized Participants. Nongovernmental law enforcement entities such as private railroad police, private security, private academies, correctional departments and prisons, or security police at private schools or colleges. Fire departments, by definition, are ineligible for the Law Enforcement Support Program.

C. The State will:

1) Establish and implement the LESO Program eligibility criteria in accordance with 10 U.S.C. § 2576a, DLA Instructions and Manuals regarding the LESO Program, and this SPO.

2) Receive and process applications for participation from eligible LEAs within their state.

3) Collect originating agency identifier code for all new, reactivation (whether voluntary separation or termination), and otherwise suspicious applications. Originating agency identifier will be coordinated with DLA Office of the Inspector General (OIG) for validation against the Federal Bureau of Investigation's National Crime Information Center database.

4) Ensure only authorized LEA applications for participation are submitted to the Program for approval. Applications are required by the LESO Standard Operating Procedures (SOP) to be submitted within 30 days of both the CLEO's and the State's/Territory's approved signature and date.

5) Validate the authenticity of the LEAs within their State/Territory that are applying for participation. If the State/Territory forwards an unauthorized participant application, this may result in a formal suspension of the State/Territory.

6) Determine the qualifications of a full-time law enforcement officer.

7) Have sole discretion to disapprove LEA applications on behalf of the Governor of their State/Territory. The LESO should be notified of any applications disapproved at the State/Territory level. The State/Territory will only forward and recommend/certify LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State/Territory, and local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval/disapproval authority for all LEA applications forwarded by the States/Territories.

8) Ensure LEAs enrolled in the Program update the LEA's account information annually, or as needed. This may require the LEA to submit an updated application. Updated applications are required to be submitted for, but are not limited to, the following reasons: a change in CLEO, the addition or removal of a screener, and/or a change in the LEA's address or contact information.

9) Provide a comprehensive overview of the Program to all LEAs once they are approved for enrollment. This comprehensive overview will be done within 30 days of an LEA

receiving the LESO's approval to participate.

10) Ensure that screeners of property are employees of the LEA. A screener may only screen property for two Law Enforcement Agencies. Contractors may not conduct screening on behalf of the LEA.

11) Ensure at least one person per LEA maintains access to the Federal Excess Property Management Information System (FEPMIS), or current property accounting system. Account holders will be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

A. Per the DLA Instructions and Manuals regarding the LESO Program and this SPO, each State/Territory is required to conduct an annual physical inventory certification of all property on the inventory. Annual inventories start on July 1 of each year and end August 31 of each year.

1) DEMIL "A" and "Q6" property records will not be closed during the annual inventory.

B. The State will:

1) Receive and validate incoming certified inventories and reconcile inventories from the LEAs.

2) Ensure LEAs validate and provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all aircraft, armored vehicles, small arms and other unique items, as required.

3) Suspend a LEA as a result of the LEA's failure to properly submit certified inventories, according to the aforementioned requirements.

C. The LEA will:

1) Complete and certify the annual physical inventory as required for continued participation in the program.

2) Adhere to additional annual certification requirements as identified by the LESO. All inventories and certification statements will be maintained on file indefinitely.

a) The State requires each LEA to submit certified inventories for their agency by August 31 of each year. Inventory certification in FEPMIS will begin July 1 of each year. This gives the LEA two (2) months to physically inventory DLA LESO Program property in their possession and submit their certified inventories to their State Coordinator.

b) In addition to the certified inventories, the LESO requires photographs for all High-profile commodities identified as aircraft, armored vehicles, small arms, and other unique items as required, received through the Program.

i. The LESO requires a side and data plate photo for aircraft and vehicles that are serial number controlled, received through the Program.

ii. The LESO requires serial number photos for each small arm received through the Program.

c) LEAs that fail to submit the certified annual inventory by August 31 may be suspended from operations within the Program. When a LEA is suspended, a Corrective Action Plan (CAP) will need to be submitted to the State and LESO identifying all actions taken to correct the deficiencies. Further failure to submit the certified annual inventory may result in a LEA's termination.

3) Be aware that High-profile commodities (aircraft, armored vehicles and small arms) and other property may be subject to additional controls.

4) Ensure that an approved current SPO is uploaded in FEPMIS.

VI. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a PCR for each State/Territory that is enrolled in the LESO Program every two (2) years. The Program reserves the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/Territory. LESO PCRs are performed in order to ensure that State Coordinators, SPOCs, and all LEAs within a State/Territory are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instruction and Manuals regarding the LESO Program, and this SPO.

1) If a State/Territory and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within his/her State/Territory.

2) If a State/Territory and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the Program operations within the State/Territory and/or LEA.

3) States/Territories and/or LEAs which fail a program compliance review will be suspended for a minimum of 60 days and will not be reinstated until DLA conducts a re-inspection on the State/Territory and the State/Territory and/or LEA successfully passes the inspection.

4) During a LESO PCR, it is the Program's intent to physically inventory 100% of property selected for review at each LEA. The use of ECRs in lieu of physical inspection is discouraged during PCRs.

B. The State/Territory will:

1) Support the LESO PCR process by:

a) Coordinating and forwarding completed PCR daily events schedule to the selected LEAs to be reviewed.

b) Contacting LEAs selected for review via phone and email to ensure they are aware of the PCR schedule and prepared for review.

c) Receiving inventory selections from the LESO and forwarding them to the selected LEAs.

d) Ensuring the LEA Points of Contact (POCs) gather the selected items in a central location to ensure the LESO can efficiently inventory the items.

e) Providing additional assistance to the LESO as required, prior to, during, and upon completion of the PCR.

2) Conduct internal PCRs of LEAs participating in the Program in order to ensure accountability, program compliance, program eligibility and validate annual inventory submissions are accurate. The State/Territory will ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his/her State/Territory is completed annually. Results of internal PCRs will be kept on file at the State Coordinator's Office.

a) The internal PCR will include, at minimum:

i. A review of the SPO signed by both parties, ensuring that the SPO is uploaded into the Station Management Utility within FEPMIS.

ii. A review of the LEA's application/screener letter.

iii. A physical inventory of DLA LESO Program property selected for review at each LEA.

iv. A specific review of each selected LEA's files for the following: DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), or other pertinent documentation as required.

v. Review and confirm authenticity and eligibility of the LEA.

b) For uniformity purposes, the State/Territory will utilize a PCR checklist provided by the LESO, or equivalent.

c) In cases that require a repossession or turn-in of property, the State/Territory and/or LEA will bear all expenses related to the repossession and/or turn-in/transfer of DLA LESO Program property to the appropriate DLA Disposition Services site.

VII. REPORTING REQUIREMENTS FOR LOST, STOLEN, OR DESTROYED DLA LESO PROGRAM PROPERTY

A. All property Lost, Stolen or Destroyed (LSD), carried on a LEAs current inventory, must be reported to the LESO.

1) LSD controlled property must be reported to the LESO within 24 hours. The LEA may be required to provide the following:

a) A comprehensive police report

b) A National Crime Information Center (NCIC) report/entry

2) The State/Territory will provide the contact information for the Civilian Governing Body over the LEA involved, to include: Title, Name, Email and mailing address.

3) LSD property with a DEMIL Code of "A" and "Q6" must be reported to the LESO within seven days.

4) All LEAs participating in the program will agree to cooperate with investigations into LSD by the DLA OIG.

5) A DD 200 Form, Financial Liability Investigation for Property Loss (FLIPL) will be required to be submitted to the LESO for all unaccounted for property.

B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

VIII. AIRCRAFT AND SMALL ARMS

A. All aircraft are considered controlled property, regardless of DEMIL Code. The SPO will ensure that all LEAs and all subsequent users are aware of, and agree to provide, all required controls and documentation in accordance with applicable laws and regulations for these items.

B. LEAs no longer requiring small arms issued through the LESO Program will request authorization to transfer or turn-in small arms. Transfers and turn-ins will be forwarded and endorsed by the State/Territory, and approved by the LESO. Small arms will not physically move until the LESO provides official notification that the approval process is complete.

When returning small arms to Anniston Army Depot, LEAs are required to:

1) Provide the 1348-1A turn in document that has been approved through the LESO.

2) Provide an appointment letter signed by the CLEO, or their designee, appointing the certifier and verifier to that position (found on the LESO website).

3) Provide the inert certificate that has been signed by a qualified certifier and verifier.

4) Insert a flag safety or chamber flag into the chamber for visual verification that the small arm is clear of ammunition.

5) The aforementioned documentation will be placed in a packing slip affixed to the outside of the shipping container. A duplicate set of documents will be placed inside the shipping container.

C. Small arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he/she has received the appropriate small arm(s) with the correct, specified serial number(s). Small arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt; this Custody Receipt obtains the signature of the officer/deputy responsible for the small arm.

D. Modifications to small arms are authorized. All parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposal. If the modified small arm is transferred to another LEA, all parts must accompany the small arm to the receiving LEA.

E. Weapon Accountability. Law enforcement agencies that have multiple instances of a missing, lost, or stolen LESO Program small arm within a five year window will be assessed by DLA Disposition Services to determine if a systemic problem exists.

1) First Instance of Loss/theft: Will result in a 60 day minimum suspension.

2) Second Instance of Loss/theft: Will result in a 180 day minimum suspension.

3) Third Instance of Loss/theft: Will result in a 240 day minimum suspension. DLA Disposition Services will submit a formal assessment presenting all the facts of the instances of loss, relevant data, and evidence as to whether a systemic problem exists to DLA J34 for review and coordination. DLA Disposition Services will recommend potential disciplinary actions which could include recalling the agency's loaned small arms or termination from the Program.

F. Aircraft and small arms will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and will be returned to the LESO at the end of their useful life.

IX. RECORDS MANAGEMENT

A. The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the DEMIL Codes. All documents concerning property record will be retained.

1) Property records for items with DEMIL Codes of "A" and "Q6" will be retained for two calendar years from the date the property is removed from the LEA's property book before being destroyed.

2) Property records for controlled property will be retained for five calendar years from the date the property is removed from the LEA's property book before being destroyed.

3) Environmental Property records will be retained for 50 years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material/Hazardous Waste).

4) LESO Program files will be segregated from all other records.

5) All property records will be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following: DD Form 1348-1A for approved requests for transfers, turn-ins, requisitions, and any other pertinent documentation and/or records associated with the LESO Program (e.g., approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1).

X. LESO PROGRAM ANNUAL TRAINING

A. 10 U.S.C. § 280 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, will conduct an annual briefing of law enforcement personnel of each State/Territory (including law enforcement personnel of the political subdivisions of each State/Territory). The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.

B. The State will organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.

C. The State/Territory will ensure at least one representative (such as the State Coordinator or SPOC) attend the annual training that LESO conducts.

XI. PROPERTY ALLOCATION

A. The State Will:

1) Upon receipt of a valid LEA request for property through the DLA Disposition Services RTD Website, give a preference to those requisitions indicating that the transferred property will be used in the counter-drug/counter-terrorism or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEA inventory and LEA justifications for property.

2) The State and the LESO reserves the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated. Quantity exceptions may be granted on a case-by-case basis by the LESO based on the justification provided by the LEA. Currently, the following allocation limits apply:

a) Small Arms: one of each type for every qualified officer, full-time/part-time;

b) HMMWVs/Up-Armored HMMWVs: one vehicle for every three officers;

c) MRAPs/Armored Vehicles: two vehicles per LEA;

d) Robots: one of each type for every 25 officers

3) Additional justification may be required for small arms and armored vehicles. The LESO reserves final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DoD property.

4) Access the DLA Disposition Services RTD Website at a minimum of once daily (Monday - Friday) to review/process LEAs' requests for excess DoD property.

B. The LEA will:

1) Ensure an appropriate justification is submitted when requesting excess DoD property via the DLA Disposition Services RTD Website.

2) Access the Texas LESO website for timely and accurate guidance, information, and links concerning the LESO Program and ensure that all relevant information is reviewed.

3) When requesting property for counter-drug/counter-terrorism or border security activities, provide a justification that specifies that the property will be used for such activities.

4) Maintain access to FEPMIS to ensure the LEA is properly maintaining their property books, to include, but not limited to, transfers, turn-ins, and disposal requests.

a) FEPMIS account holders must be employees of the LEA.

XII. PROGRAM SUSPENSION & TERMINATION

A. The State/Territory/LEA is required to abide by the terms and conditions of the DLA MOA and SPO in order to maintain active status.

B. If a State Coordinator or LEA fails to comply with any terms of the DLA MOA, Federal statute or regulation, SPO, or a State MOA, the State and/or LEA may be placed on restricted status, suspended, and/or terminated from the Program. All suspension or termination notifications will be in writing and will identify remedial measures required for reinstatement, if applicable.

1) Suspension: A specified period of time in which an entire State/Territory or identified LEA(s) is prohibited from requesting and receiving additional property through the Program. Additional requirements for remedial action may also be placed on suspended activities, to include return of all or specifically identified controlled property. Suspensions will be for a minimum of 60 days.

2) Termination: Removal of a LEA or State from participating in the Program. The State Coordinator and/or identified LEAs will transfer or turn-in all controlled property previously received through the Law Enforcement Support Program at the expense of

the State and/or the LEAs.

3) Restricted Status: A specified period of time in which a State/Territory or LEA is restricted from receiving an item or commodity due to isolated issues with the identified commodity. Restricted status may also include restricting an agency from all controlled property. Restricted status is commonly used for agencies that have active consent decrees from the Department of Justice.

C. The State will:

1) Suspend LEAs for a minimum of 60 days in all situations relating to the suspected or actual abuse of DLA LESO Program property or requirements and/or repeated failure to meet the terms and conditions of this SPO. Suspension may lead to termination.

2) Coordinate with the LESO, who will have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.

3) Issue corrective action guidance in coordination with LESO and the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.

4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding LSD DLA LESO Program property to include the LEA's CAP.

5) Suspend or terminate a LEA from the LESO Program if a LEA fails to comply with any terms of the SPO, the DLA Instruction and Manuals regarding the LESO Program, any Federal statute or regulation, or this State Plan of Operation.

6) In the event of a LEA termination, make every attempt to transfer the DLA LESO Program property of the terminated LEA to an authorized State/Territory or LEA, as applicable, prior to requesting a turn-in of the property to the appropriate DLA Disposition Services location.

    a) In cases relating to an LEA termination, the LEA will have 90 days to complete the transfer or turn-in of all DLA LESO Program property in their possession.

7) Notify the LESO and initiate an investigation into any questionable activity or action involving DLA LESO Program property issued to an LEA that comes to the attention of the State/Territory, and is otherwise within the authority of the Governor/State/Territory to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on suspension or termination of the LEA to the LESO. States/Territories, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time and for any reason.

8) Request that the LESO suspend or terminate a LEA from the LESO Program if a LEA fails to comply with any term of this SPO, the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, or the SPO.

9) Implement State level LEA suspensions and notify the LESO if a LEA fails to comply with any term of this SPO, the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, or the SPO.

10) Initiate corrective action to rectify suspensions and/or terminations placed upon the State for failure to meet the terms and conditions of the LESO Program.

11) Make contact (until resolved) with suspended LEA(s) within his/her State to ensure corrective actions are rectified by the timeframe provided by the LESO.

12) Require the LEAs to complete and submit results regarding all completed police investigations and/or reports regarding LEA DLA LESO Program property. The State/Territory must submit all documentation to the LESO upon receipt.

13) Provide documentation to the LESO when actionable items are rectified for the State and/or LEA(s).

14) Provide a written request to the LESO for reinstatement of an LEA via the State Coordinator or SPOC(s) for full participation status at the conclusion of a suspension period.

15) Provide a written request to the LESO for reinstatement of the State via the Governor for full participation status at the conclusion of a suspension period.

D. The LEA will:

1) In the event of the LEA termination, make every attempt to transfer the DLA LESO Program property to an authorized participating LEA, as applicable, prior to requesting a turn-in of the property to the approved DLA Disposition Services location.

a) In cases of a State termination, the State will have 120 days to complete the transfer or turn-in of all DLA LESO Program property in their State.

b) In cases relating to an LEA termination, the LEA will have 90 days to complete the transfer or turn-in of all DLA LESO Program property in their possession.

XIII. AMMUNTION

A. DLA in support of the United States Army will aid in allocating ammunition to LEAs.

1) U.S. Army will issue approved transfers directly to the LEA. LEAs are responsible for funding all costs associated with the packing and shipping of ammunition and will make reimbursements directly to the U.S. Army.

2) All ammunition obtained via the Law Enforcement Support Program will be for training purposes only. At the time of request, LEAs will certify in writing that the ammunition will

be used for training purposes only. Ammunition will not be obtained for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained through the Program will not be sold.

3) Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during compliance reviews.

4) DLA Disposition Services will track and preserve necessary records of ammunition transferred to a LEA and will post all agency requests, approvals, and denials on the public web-page.

XIV. COSTS & FEES

All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program are the sole responsibility of the LEA. In the event a LEA is dissolved or disbanded and no civilian governing body exists, the State Coordinator's office will, on a case-by-case basis, coordinate the transfer or turn-in of all assigned property.

XV. NOTICES

Any notices, communications, or correspondence related to this agreement will be provided by E-mail, the United States Postal Service, express service, or facsimile to the appropriate DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this SPO in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVI. ANTI-DISCRIMINATION

A. By signing this SPO, or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) as implemented by DOD regulations 32 C.F.R. Pt. 195.

2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 C.F.R. Pt. 90.

3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 U.S.C. 794), as implemented by Department of Justice regulations in 28 C.F.R. Pt. 41 and DOD regulations at 32 C.F.R. Pt. 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory

business agreement between the State and the DOD.

XVII. INDEMNIFICATION CLAUSE

A. The State/LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO Program. Self-insurance by the State/LEA is considered acceptable. The U.S. Government assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO Program. It is recognized that State and local law generally limit or preclude State Coordinators/LEAs from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the State/LEA will indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

B. LEAs are not required to maintain insurance on controlled property, aircraft or other items with special handling requirements that remain titled to DoD. However, LEAs must be advised that if they elect to carry insurance and the insured property is on the LESO inventory at the time of loss or damage, the recipient must submit a check made payable to DLA for any insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

XVIII. TERMINATION

A. This SPO may be terminated by either party, provided the other party receives 30 days' notice, in writing, or as otherwise stipulated by Public Law.

B. The undersigned State Coordinator, CLEO and Civilian Governing Body official hereby agree to comply with all provisions set forth herein and acknowledge that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XIX. The authorized signatories of the parties have executed this agreement as of the last date written below.

Robert Chody
Type / Print Chief Law Enforcement Official Name
(Specify title: Chief, Sheriff, Constable, Sheriff)

Chief Law Enforcement Official Signature — Date (MM/DD/YYYY): 06/24/2020

Bill Gravell, Jr.
Type/Print Civilian Governing Body Official
(Specify title: Mayor, City Mgr, County Judge, County Judge)

Civilian Governing Body Official Signature — Date (MM/DD/YYYY)

Mike Lesko
Type / Print State Coordinator Name

State Coordinator Signature — Date (MM/DD/YYYY)

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

STEVEN C. McCRAW
DIRECTOR
FREEMAN F. MARTIN
RANDALL B. PRINCE
JEOFF WILLIAMS
DEPUTY DIRECTORS

COMMISSION
STEVEN P. MACH, CHAIRMAN
NELDA L. BLAIR
STEVE H. STODGHILL
DALE WAINWRIGHT

Date: June 22, 2020

MEMORANDUM FOR TEXAS LAW ENFORCEMENT SUPPORT OFFICE (LESO) PROGRAM PARTICIPANTS

SUBJECT: State Plan of Operation (SPO) Dated July 2018, LESO Program changes:

This memorandum amends the Law Enforcement Agency's (LEA) responsibilities within the existing SPO between the State of Texas and the

Williamson County Sheriff's Office.

This addendum establishes the understanding regarding the requirement of two levels of security and financial liability for negligent lost/stolen/destroyed small arms.

a. LESO small arms not carried on an officer's person or in the officer's immediate physical vicinity will be secured using two levels of security. Two levels of security means two distinct lockable barriers, each specifically designed to render a weapon inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.

b. DLA OIG investigations may be initiated when small arms are improperly disposed of or becomes lost, stolen or otherwise destroyed while maintained in the program inventory. Law Enforcement Agencies may be required to reimburse DLA the fair market value of the small arm when negligence or willful conduct is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL) investigation. Reimbursement will be within sixty (60) days of the completion of the FLIPL investigation.

(1) Title will never transfer to the recipient regardless of the status of the small arm.

(2) Payments due to DLA Disposition Services, based upon the findings of the FLIPL investigation, may be paid by one of the following three methods:

(a) Credit card payments via pay.gov

(b) Cashier/business checks

(c) Wire transfers

The provision on two levels of security for small arms is effective June 9, 2020. Any request for an extension must be submitted before that date. The provision on financial liability for negligent or willful loss of small arms that are improperly disposed of or become lost, stolen or otherwise destroyed while maintained in the program inventory, applies to all small arms accounted for on an agency's LESO Program property book on the date this addendum is signed. This addendum to the State Plan of Operation must be signed by the current Chief Law Enforcement Official (CLEO) or designee of each LEA by June 9, 2020. Failure to sign by this date will require that all weapons be returned.

The aforementioned changes to the State Plan of Operation (SPO) are acknowledged and accepted by the following individuals:

CLEO Name (*Print*): Robert Chody

CLEO Signature: [signature]

Date: 06-24-2020

CGB Name (*Print*): Bill Gravell, Jr.

CGB Signature: _____

Date: _____

State Coordinator (*Print*): MIKE LESKO

State Coordinator Signature: _____

Date: _____

Commissioners Court - Regular Session **87.**

Meeting Date: 07/21/2020

TxDOT FY20 STEP Grant Budget Amendment for County Sheriff

Submitted For: Robert Chody **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to authorize the Williamson County Sheriff's Office to amend the budget for the Texas Department of Transportation (TxDOT) FY2020 Selective Traffic Enforcement Program (STEP) Comprehensive Grant.

Background

Williamson County Sheriff's Office was awarded a Selective Traffic Enforcement Program (STEP) Comprehensive Grant through the Texas Department of Transportation (TxDOT) for FY2020 and was approved by the Commissioners Court to accept the grant on September 10, 2019, agenda item #37. The budget allowed for the County to be reimbursed for up to $49,963.36 in overtime costs associated with grant-related enforcement activities and included a required 20% match of $13,884.96.

The COVID response has resulted in decreased STEP enforcement hours, greatly reducing the amount for which we will be requesting reimbursement. TxDOT has asked that we amend the budget to reflect this reduction and is requiring a new Electronic Signature Authorization Form to complete the amendment. We are seeking the Courts' approval to reduce the budget, allowing the County to be reimbursed up to $17,022.93, with our required match reduced to $4,731.43.

Staff recommends the following action: Give approval to amend the project budget for the Texas Department of Transportation (TxDOT) FY2020 Selective Traffic Enforcement Program (STEP) Comprehensive Grant and authorize appropriate County department personnel to complete documentation relevant to the implementation of the grant.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grants Management Request Questionnaire

Electronic Signature Authorization Form-TxDOT

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 08:39 AM
Form Started By: Starla Hall		Started On: 07/10/2020 05:23 PM
Final Approval Date: 07/16/2020		

Grant Title/Project Name:	Texas Department of Transportation (TxDOT) FY2020 Selective Traffic Enforcement Program (STEP) Comprehensive Grant
Department:	Sheriff's Office
Requestor:	Dana Foster
Contact Email:	dfoster@wilco.org
Contact Phone Number:	512-943-1168
Start Date:	10/1/2019
End Date:	9/30/2020
Please select request category:	Funding for overtime salaries
Describe the purpose of the grant in detail to include all requirements.	The STEP grant provides funding for overtime enforcement activities within high-crash areas. In September 2019, the Commissioners Court approved the Sheriff's Office to accept the FY2020 grant. The budget allowed the county to be reimburesed for up to $49,963.36 in overtime costs associated with grant-related enforcement activities and included a required 20% match of $13,884.96. The COVID response has resulted in a decrease of STEP enforcement hours, greatly reducing the amount of the grant budget. TxDOT has requested an amended budget, making adjustments to reflect this reduction. The proposed new budget will allow the county to be reimbursed up to $17,022.93, with the required 20% match reduced to $4,731.43.
Select the type of grant your department is applying for:	State
What is the amount of the grant?	$21,754.36
Please provide a breakdown of the total cost above.	The total grant amount will be approximately $21,754.36, with $17,022.93 for overtime salary costs, and the required 20% match of $4,731.43 being met through the administrative costs of administering the grant.
Is there a match requirement?	Yes
What is the source of the match?	The administrative costs of administering the grant.
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	N/A
How is this item request different from any similar assets currently in the County and/or region?	N/A
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	N/A

Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	N/A
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	N/A
Where will the item be stored?	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?	N/A
How will this item be funded when the grant ends?	N/A
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	The only additional expenses associated with the grant are previously approved vehicle usage expenses and these will be reduced proportionally to the actual enforcement hours.
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	Required reporting and tracking of finances traditionally needed for grants.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	$4,731.43
ID	52
Version	2.0
Attachments	False
Created	7/8/2020 10:56 AM
Created By	Dana Foster
Modified	7/8/2020 11:02 AM
Modified By	Dana Foster

Texas Department Of Transportation - Traffic Safety
Electronic Signature Authorization Form

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

Name Of Organization: County of Williamson

Project Title: STEP Comprehensive

Authorizing Authority
The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization.

Name:	Bill Gravell, Jr.
Title:	Williamson County Judge
Signature:	
Date:	
Under the authority of Ordinance or Resolution Number (if applicable)	N/A

Authorized to Electronically Sign Grant Agreements and Amendments
List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.

	Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants	Title
1.	Craig Gripentrog	Lt. Traffic & Comm Liason
2.	Dana Foster	Grant Writer
3.	Brenda Staples	~~Sgt.~~ Finance Manager

Commissioners Court - Regular Session **88.**

Meeting Date: 07/21/2020

Edward Byrne Memorial Justice Assistance Grant Program Amendment for County Sheriff

Submitted For: Robert Chody **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action, authorizing the Williamson County Sheriff's Office to amend the project dates of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2019, Local Solicitation.

Background

On October 1, 2019, agenda item #26, the Commissioners Court approved the Sheriff's Office to accept an award of $12,379.00 through the FY2019 Edward Byrne Memorial JAG Program to be used for programs within the Community Liaison Unit, including Drug Abuse Resistance Education (DARE), Public Safety Cadets, Citizens Academy and the 2020 Junior Deputy Academy.

The project dates are currently October 1, 2019 through September 30, 2020. Due to COVID related restrictions, the programs receiving funding through this grant are on hold. This specific grant provides expansion time up to September 30, 2021, and we are seeking approval from the Court to extend the project period through this date. This will allow additional time to complete the programs as COVID restrictions are lifted.

Staff recommends the following action: approve the Sheriff's Office to amend the program dates of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2019, Local Solicitation to October 1, 2019 through September 30, 2021 and authorize appropriate County department personnel to complete documentation relevant to the implementation of the grant.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grants Management Request Questionnaire

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 09:40 AM
Form Started By: Starla Hall		Started On: 07/14/2020 02:53 PM
Final Approval Date: 07/16/2020		

Grant Title/Project Name:	Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2019, Local Solicitation
Department:	Sheriff's Office
Requestor:	Dana Foster
Contact Email:	dfoster@wilco.org
Contact Phone Number:	512-943-1168
Start Date:	10/1/2019
End Date:	9/30/2021
Please select request category:	Community Liaison Unit Projects
Describe the purpose of the grant in detail to include all requirements.	To provide funds for the Community Liaison Unit programs, including Drug Abuse Resistance Education (DARE), Public Safety Cadets, Citizens Academy and the Junior Deputy Academy.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	$12,379.00
Please provide a breakdown of the total cost above.	The amount requested will provide items used within the Community Liaison Units programs. Items to be purchased include: activity and coloring books, t-shirts, medals, graduation certificates, a banner, an educational board displaying replicas of drugs, uniforms and training items, wristbands, caps, reusable water bottles, balloons, crime scene presentation items, general office supplies, folding tables, coolers and folding chairs.
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	N/A
How is this item request different from any similar assets currently in the County and/or region?	N/A
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	Many of the items are consumables used in the department and need to be replenished each year. Those that are for longer term use will provide items the Community Liaison Unit does not currently have.
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	There are five employees within the Community Liaison Unit. They are the primary employees required for all programs. The annual Citizens Academy and Junior Deputy Academy will have approximately 15 other employees making short presentations.
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	N/A

Where will the item be stored?	All items will be stored in the Community Liaison Unit's offices.
What is the useful life of the item?	Most of the items are consumables and will be expended during the grant period. The remaining supplies should last 2-4 years.
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	No on-going maintenance will be required.
How will this item be funded when the grant ends?	Funds will be requested through the normal budget process and, if denied, grants will be pursued.
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	These programs are regular events held by the Sheriff's Office, so there will be no negative effect on the budget. The items being requested are above what was requested in the FY2020 or FY2021 county budgets, so should have no effect.
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	Required reporting and tracking of finances traditionally needed for grants.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	Yes
If yes, how much is the match amount?	
ID	53
Version	1.0
Attachments	False
Created	7/13/2020 12:21 PM
Created By	Dana Foster
Modified	7/13/2020 12:21 PM
Modified By	Dana Foster

Commissioners Court - Regular Session **89.**

Meeting Date: 07/21/2020

Penlink SoleSource Approval

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on exempting Penlink, Ltd. from the competitive bidding requirements established by Section 262.024(a)(7) of the Texas Local Government Code Discretionary Exemptions, as the sole provider for Pen-Link PLX and Pen Point programs to support the operations of the Williamson County Sheriff's Office.

Background

Penlink, Ltd. is the only provider of the Penlink PLX and Penpoint programs. Purchasing researched this request and was unable to find competitive sources providing the same features. The sole source posting was in Negometrix for 14 days with no competitive responses received. The requested Sole Source designation would be applicable for a period of 36 months. The quote outlines the license details and describes the functionality. Cost for this purchase is $10,910. This purchase will be charged to 01.0100.0560.005741. Department contact is Chief Tim Ryle.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sole Source Justification

Statement of Opening Offers

Recommendation Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/16/2020 10:33 AM
County Judge Exec Asst.	Andrea Schiele	07/16/2020 10:58 AM
Form Started By: Erica Smith		Started On: 07/14/2020 08:59 AM
Final Approval Date: 07/16/2020		

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: Sheriff Robert Chody
(512) 943-1300

Requested Single Sole Source Supplier:

Company Name: Pen-Link Ltd
Contact Name: Matthew Booth
Address: 5944 Vandervoort Drive
City, State, Zip: Lincoln, Nebraska , 68516
Phone Number: (402) 421-8857
Email: mbooth@penlink.com
Website: https://www.penlink.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.*

Pen-Link PLX is a comprehensive collection and Analysis solution for the massive quantities of data garnered from investigations. The program is an all-inclusive analysis tool to combine data from all types of communication devices in order to collect, email and other Internet communication data, analyze and export large volumes of social media. The program includes charting tools to identify data links, frequencies, timelines, and call associations using an array of charting tools. The program is capable of loading large large quantities of files from an array of file types and sources. The data and content collected from judicially authorized pen register and Title III cases can be monitored in real time for analysis and reporting as well as being able to create custom reports from one or more data sets up to a year. The cell mapping feature uses global positioning to plot cell site usage and ping coordinates in real time. The program manages target alerts and get access to historic and live collection locations enabling location histories and predict future movements with customizable mapping features. Real-time lat/long notifications for new calls and pings will be enable investigators to rapidly respond to locations they need to be with the use of the in-app navigation to locate a targets most recent location. This program is license based without the need to purchase additional hardware. It includes the cost of maintenance and training.

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":*
June 06, 2020

Estimated Cost: $ 10,910.00

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: An attempt was made to obtain the service from a company we use to extract data from cell phones. The program they had would just analyze data from extracted data of certain devices. There was no ability to map cell towers in real time or to obtain rapid telephone subscriber information during crucial times. The cost was more than $100k with an annual $65k fee.

☐ **There is a substantial risk in selecting another product or service provider.** If so, please describe: n/a

☑ **It is not possible to obtain competitive bids for consideration.** If so, why: Pen-Link was established in 1987 and used by all Federal and State investigative agencies conducting similar investigations. No other company offers the capabilities of this program.

☐ **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: n/a

☐ **List any other sources, suppliers, products or service providers that you reviewed in your selection process:** n/a

☑ **List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.):** Product evaluations at one of the largest vendor exhibits in the nation with more than 600 vendors demonstrating analytics. Internet based search with telephone conference follow up.

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: 5-20 _____, 20__

Signature*: _____

** 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.

PENLINK

Quote

Company Address 5944 Vandervoort Dr.
Lincoln, Nebraska 68516
United States

Quote Number 00009420

Created Date 5/14/2020

Williamson County Sheriff's Office (TX)
Williamson County Sheriff's Office (TX)
508 S Rock St
Georgetown, Texas 78626
United States

Williamson County Sheriff's Office (TX)
508 S Rock St
Georgetown, Texas 78626
United States

Prepared By Matthew Booth

Freight Terms FOB Origin

Expiration Date 7/31/2020

Payment Terms Net 30

Quantity	Item Description	Sales Price	Discount Each	Total Price
2.00	PLX SOFTWARE LICENSE - PROFESSIONAL EDITION (PHONE) Autoload, analyze, and map CDRs, cell tower data, and cell phone forensics data.	$6,500.00	3,250.00	$6,500.00
2.00	PLX SOFTWARE LICENSE - SEARCH WARRANT EDITION (IP) to be combined with PROFESSIONAL or INTERCEPT EDITION (TELEPHONE) Autoload and analyze historical internet protocol data from social media, email, and other internet sources.	$2,750.00	1,375.00	$2,750.00
2.00	ADD-ON: CELL PHONE FORENSICS FOR PLX SOFTWARE LICENSE - PROFESSIONAL EDITION (TELEPHONE) Autoload and analyze cell phone forensic data.	$500.00	250.00	$500.00
2.00	ADD-ON: PEN-PROXY FOR PLX SOFTWARE LICENSE - PROFESSIONAL EDITION (TELEPHONE) Connect to third-party data providers.	$650.00	325.00	$650.00
1.00	ANNUAL TRAINING SUBSCRIPTION	$682.50	172.50	$341.25

Subtotal	$21,482.50
Discount	$10,572.50
Tax	$0.00
Total Price	$10,910.00

Pen-Link, Ltd, Maintenance and Support Terms and Conditions

Pen-Link, Ltd is a U.S. - Based Small Business **DUNS: 195956636 / TIN: 47-0707585 / CAGE: 0K6H9**

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PENLiNK

Quote

1. Terminology

The following terms and definitions apply throughout this document.

1.1. Pen-Link Software. Pen-Link Software is software developed and manufactured by Pen-Link, Ltd.
1.2. Pen-Link Customer (also "Customer"). A Pen-Link Customer, or Customer, is any agency or other entity that has one or more current, valid Licenses for Pen-Link Software purchased from or through Pen-Link, Ltd.
Pen-Link, Ltd, Maintenance and Support Terms and Conditions
1.3. Basic Technical Support Package. Entitles our customers to normal business hours telephone support at Pen-Link, Ltd.s published number and/or assistance via e-mail.
1.4. Standard Maintenance and Support. Standard Maintenance is a Maintenance option that includes Software Updates, Software Upgrades, and Basic Technical Support as defined herein.
1.5. Premium Maintenance and Support. Premium Maintenance is a Maintenance option that includes Software Updates, Software Upgrades, and Premium Technical Support as defined herein.
1.6. Software Update. A Software Update is an enhancement including additions, changes, and bug fixes to Pen-Link Software that is already in the applicable commercial market. Software Updates occur within the same major version number of an existing software product. For example, replacing Pen-Link v8.1.29.0 with Pen-Link v8.1.30.0 would constitute a Software Update. Such an update is often referred to as a New Build of the Pen-Link Software.
1.7. Software Upgrade. A Software Upgrade is the replacement of an older major version of an existing Pen-Link Software product or products, with a newer major version of a Pen-Link Software product or products, to the extent required to maintain the same operational functionality that was supported by the Pen-Link Software prior to the upgrade. For example, upgrading from Pen-Link Version 7 to Pen-Link Version 8 (where 8 is the newer major version) would constitute a Software Upgrade, so long as the installation of the newer version of the PenLink Software supported at least the same operational functionality that the Customer had under Pen-Link version 7. Upgrades do not apply to new software products that Pen-Link, Ltd. may release to the commercial market from time to time in the future.
1.8. Basic Technical Support (also "Basic Support"). Basic Technical Support is a Support option that includes telephone-based Technical Support for the Pen-Link Software licensed by the Customer. Basic Technical Support also includes assistance via email or other automated processes such that Pen-Link, Ltd. may deem fit to offer. Basic Technical Support may be obtained by contacting Pen-Link, Ltd. via its published, main telephone number (currently 402-421-8857), its general support email account (support@penlink.com), or its World Wide Web site (www.penlink.com). Basic Technical Support is available Monday through Friday, from 8:00 AM to 5:00 PM Central time, except for holidays.
1.9. Premium Technical Support (also "Premium Support"). Premium Technical Support is a Support option that includes all of the support services offered with Basic Technical Support (Section 1.8), plus Emergency After-Hours support for live communication interception and collection operations. Emergency After-Hours support services may be accessed through methods, including telephone access, that are provided to the customer at the time of purchase. Emergency After-Hours support services are available Monday through Friday, from 5:01 PM - 7:59 AM Central time and all day Saturday & Sunday, including holidays.
1.10. Maintenance and Support Agreement ("Agreement"). This Maintenance and Support Agreement is the Agreement between Pen-Link, Ltd. and the Customer regarding the terms and conditions under which the Maintenance and Support Services described in this document are purchased and provided.

2. Software

2.1. Maintenance is an optional service offered by Pen-Link Ltd. to augment a purchase of Pen-Link Software. Maintenance may be purchased by a Pen-Link Customer along with, or subsequent to, the purchase of Pen-Link Software.
2.2. Maintenance is offered only pursuant to a Maintenance and Support Agreement between the Customer and Pen-Link, Ltd.
2.3. Pen-Link, Ltd. offers two levels of Maintenance that a Customer may purchase: Standard Maintenance and Premium Maintenance, as defined in Sections 1.4 and 1.5 respectively.
2.4. Maintenance applies only to software developed and manufactured by Pen-Link, Ltd. Maintenance does not apply to software developed and manufactured by companies other than Pen-Link, Ltd. Unless otherwise specified in a separate, written agreement between Pen-Link, Ltd. and the Customer, to which Pen-Link, Ltd. is a signatory party, Maintenance does not include updates, upgrades, or bug fixes to, or new releases of, any third-party software or hardware purchased through Pen-Link, Ltd. or with the assistance of Pen-Link, Ltd. Support for third party software and hardware products bundled with Pen-Link, Ltd. licensed Pen-Link Software is available only according to the third-party manufacturer's support policies.
2.5. All Maintenance deliveries are subject to the terms and conditions of the applicable End User License Agreement EULA for the Licensed Software.

3. Technical Support ("Support")

3.1. Technical Support Support is an optional service offered by Pen-Link, Ltd. to support a Customer in the authorized use of licensed PenLink Software.
3.2. Support is offered only pursuant to a Maintenance and Support Agreement between the Customer and Pen-Link, Ltd.
3.3. Pen-Link, Ltd. offers two levels of Technical Support: Basic Technical Support and Premium Technical Support, as defined in

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Sections 1.8 and 1.9 respectively.
3.4. Pen-Link, Ltd. will make every reasonable attempt to answer a Customers Support questions and address a Customer s Support concerns. However, Support is offered on a good faith, diligent effort basis only, and Pen-Link, Ltd. may not be able to resolve every request for Support.
3.5. Technical Support is provided for ongoing, operational use of the licensed Pen-Link Software; Support is not intended to be a substitute for training or professional services necessary for the implementation or system redesign of the licensed Pen-Link Software, which are outside the scope of this agreement. All such services, including without limitation, training, on-site assistance, consultation, custom programming and other software customizations, network design, and database and network administration, may be provided pursuant to separate agreements with and by Pen-Link, Ltd.
3.6. Unless otherwise specified in a separate, written agreement between Pen-Link, Ltd. and the Customer, to which Pen-Link, Ltd. is a signatory party, Support is available only for the current and immediately preceding version of the licensed Pen-Link Software. Support for a previous version of Pen-Link Software is provided up to a maximum of eighteen (18) months after the release of the current version of software, provided that the Customer and Pen-Link, Ltd. are parties to a current Maintenance and Support Agreement.
3.7. Unless otherwise specified in a separate, written agreement between Pen-Link, Ltd. and the Customer, to which Pen-Link, Ltd. is a signatory party, Support does not include any of the following:
3.7.1. Support for database products or so-called DBMS or Database Management Systems, including without limitations, setup and alteration and/or configuration of such products, and resolution of errors related directly to such products.
3.7.2. Resolving network, workstation, or other environmental errors not directly related to the licensed Pen-Link Software. 3.7.3. Support for any licensed Pen-Link Software working on or with any version of any database, Database Management System, operating system, or other hardware or software product or system that is not specifically identified as interoperable and compatible with the specific version of the license Pen-Link Software being used.
3.7.4. Support for any alpha, beta, or other preproduction release of any software, including Pen-Link Software. 3.7.5. Support for any changes to Pen-Link Software made outside of the product s scope by a customer or by any third party. 3.7.6. Support for any licensed Pen-Link Software that is used for a purpose, or in a manner, for which it was not designed.

4. Terms and Conditions

4.1. Maintenance and Support Agreements are options made available by Pen-Link, Ltd. for a Customer to purchase.
4.2. Maintenance and Support Agreements are offered on an annual basis.
4.3. Unless otherwise specified in a separate, written agreement between Pen-Link, Ltd. and the Customer, to which Pen-Link, Ltd. is a signatory party, Maintenance and Support Agreements will renew automatically at the end of each annual term, provided that the Customer pays the applicable renewal fees.
4.4. Unless otherwise specified in a separate, written agreement between Pen-Link, Ltd. and the Customer, to which Pen-Link, Ltd. is a signatory party, a Customer s Maintenance and Support Agreement is to be paid at the start of each annual term.
4.5. Payment. The Customer will be invoiced prior to any annual Maintenance and Support term (initial or renewal terms). The Customer agrees to make payment to Pen-Link, Ltd. no later than thirty (30) days from the date of the invoice, unless otherwise agreed upon in writing. Unless otherwise instructed, the Customer will make payment directly to Pen-Link, Ltd.
4.6. Pen-Link, Ltd.s obligations hereunder are subject to the Customer s timely payment for Maintenance and Support. Failure of the Customer to pay fees in a timely manner for any term of Maintenance and Support may, at the sole discretion of Pen-Link, Ltd., result in the termination or suspension of Maintenance and Support services.
4.7. Lapses and Reinstatement. If a Customer s Maintenance and Support agreement terminates as a result of expiration or otherwise pursuant to this Agreement, and the Customer decides to reinstate the Agreement, the Customer will be required to pay the applicable Maintenance and Support fees for the lapsed period (the time elapsed between the Agreement expiring and subsequently being reinstated), plus a reinstatement fee equal to 10% of the fees for the lapsed period.
4.8. Taxes. The Customer is responsible for payment of all applicable taxes, value added taxes, or other taxes (however designated) related to the Maintenance and Support of the Licensed Software, unless otherwise agreed upon and stated in writing.
4.9. This Agreement will automatically terminate for each Licensed Pen-Link Software product upon termination of the EULA corresponding to such Pen-Link Software product.
4.10. The Customer may terminate this Agreement for Convenience, but the Customer will not be entitled to a refund of any paid fees in such an event.
4.11. Additional Orders. Orders by the Customer for additional Pen-Link Software products or additional licenses of Pen-Link Software products will increase the Customers Maintenance and Support fees under this Agreement.
4.12. We reserve the right to impose a convenience fee of 2.0% for credit card processing on amounts over $10,000.

5. Warranty and Liability Disclaimer

5.1. Pen-Link, Ltd. warrants that the Maintenance and Support services provided to the Customer under this Agreement shall be performed with due care, and in a professional and workmanlike manner. Pen-Link, Ltd. does not otherwise warrant the accuracy or completeness of any services provided pursuant this Agreement. PEN-LINK, LTD. DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, IN CONNECTION WITH THE SUBJECT OF THIS AGREEMENT. IN NO

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EVENT, UNDER ANY THEORY OF LAW, SHALL EITHER PARTY AND/OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS AND/OR ITS AFFILIATES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PEN-LINK, LTD. S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE PREPAID AND UNUSED PORTION OF THE CUSTOMER S MAINTENANCE AND SUPPORT FEES PAID TO PEN-LINK, LTD. PEN-LINK, LTD. SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR ANY SERVICES PROVIDED BY ANY PARTNER OR ANY OTHER THIRD PARTY.

5.2. It is the sole responsibility of the Customer to make and maintain adequate backup copies of software and data.

5.3. In no event will Pen-Link, Ltd. be responsible for lost data.

6. Miscellaneous

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the Customer and Pen-Link, Ltd. related to the subject matter hereof, and additions or modifications shall be binding upon the parties only if the same shall be in writing and duly executed by the Customer and a duly authorized officer of Pen-Link, Ltd. The Licensed Pen-Link Software is licensed under a separate End User License Agreement (EULA) and professional services, if any, are provided under a separate professional services agreement. The terms and conditions of any Customer purchase order are only binding on Pen-Link, Ltd. if they are agreed to in writing by an authorized Pen-Link, Ltd. officer and in a document other than the purchase order.

6.2. Waiver. The waiver or failure of either party to exercise in any respect any right shall not be deemed a waiver of any further or future right.

6.3. Assignment. The Customer may assign this Agreement only in connection with a proper and valid assignment of the corresponding EULA to the extent permitted there under; provided that the Customer gives written notice of such assignment to Pen-Link, Ltd. Pen-Link, Ltd. may freely assign this Agreement to a purchaser of that portion of Pen-Link Ltd. s business to which this Agreement relates, to the surviving corporation in the event of a merger, and to any affiliate or third-party whom Pen-Link authorizes to provide Maintenance and Support for the Licensed Pen-Link Software of the nature contemplated hereby.

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PENLINK

PLX

COLLECTION AND ANALYSIS

A COMPREHENSIVE COLLECTION AND ANALYSIS SOLUTION

The massive quantities of data garnered in from your investigations can be overwhelming.

That is why we created PLX—the combined investigative power of all our collection and analysis tools into one all-inclusive platform.

INVESTIGATE ALL COMMUNICATION TYPES

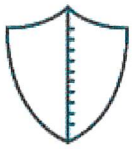
Collect, analyze, and export large volumes of social media, email, and other internet communications data.

CHARTING TOOLS

Identify data links, frequencies, timelines, and call associations using an array of charting tools.

SIMPLE FILE LOADING

Load large quantities of data from an array of file types and sources.

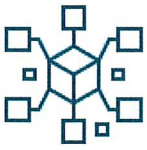


DATA AND CONTENT COLLECTION

Collect judicially authorized pen register and Title III data and content in real-time for monitoring, analysis, and reporting.

EXTENSIVE REPORTING CAPABILITIES

Query, sort, and display standard or custom reports from one or more data sets.



CELL SITE MAPPING

Use global positioning to plot cell site usage or ping coordinates from judicially authorized real-time or historical data.

STAY IN TOUCH

EMAIL OPT IN

CONTACT

5944 VanDervoort Drive
Lincoln, NE 68516 USA
Main 402.421.8857
Support 402.421.9132
support@penlink.com
Para español
soporte@penlink.com

- Training Schedule
- Submit a Case
- Sales

- About

- Careers
- Contact Us

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PENLiNK

DATE: May 11, 2020

TO: Williamson County Sheriff's Office | Georgetown, Texas

FROM: Matthew Booth, Territory Sales Manager | PenLink

RE: Sole Source

Pen-Link, Ltd. Is the sole source provider of all Pen-Link Software Products in the United States. We utilize no agents, dealers or distributors. Pen-Link Software can only be purchased directly from Pen-Link, Ltd., which is located in Lincoln, Nebraska.

Sincerely,

Matthew Booth
Territory Sales Manager
PenLink

GABRIEL PALACIOS
Notary Public, State of Texas
Comm. Expires 03-24-2023
Notary ID 128562955

MAY 11, 2020

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 _____, who after being duly sworn on oath stated the following:

My name is Matthew Booth. My title is Territory Sales Manager. 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: PenLink PLX. I am the sole-source supplier of this item because: PLX is the only software that analyzes I.P. comm. and CDR's in the same U.I. . I agree that if I ever cease being 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 14th day of May, 2020.

[Signature]

MATTHEW BOOTH, TERRITORY SALES MGR.
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on 14th of May, 2020, by Matthew Booth.
[Printed Name]

ADRIAN EDUARDO ARAMBULA
Notary Public, State of Texas
Comm. Expires 07-16-2023
Notary ID 132088248

[Signature] Notary Public

State of Texas
My Commission expires on 07-16-2023

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

To: Williamson County Purchasing
From: Sheriff Robert Chody
Subject: Sole Source Purchase of Pen-Link
Date: May 28, 2020

I support the purchase of the Pen-Link PLX and Pen Point programs for use in the Criminal Investigations Division (CID). Technology is ever evolving with criminals utilizing technology to elude law enforcement. It is imperative that our investigators are provided the tools necessary to not only access and analyze electronic storage devices but also to have the tools necessary to track and locate people committing crimes.

Pen-Link is a sole sourced program being used by many federal law enforcement agencies to analyze large volumes of data to link criminal organizations together and analyze the data to help detectives secure successful prosecution of cases.

The program is an all-inclusive analysis tool to combine data from all types of communication devices to collect email and other Internet communication data, analyze and export large volumes of social media. The program includes charting tools to identify data links, frequencies, timelines, and call associations using an array of charting tools. The program can load large quantities of files from an array of file types and sources.

The data and content collected from judicially authorized pen register and Title III cases can be monitored in real time for analysis and reporting as well as being able to create custom reports from one or more data sets.

The cell mapping feature uses global positioning to plot cell site usage and ping coordinates in real time. The program manages target alerts and get access to historic and live collection locations enabling location histories and predict future movements with customizable mapping features. Real-time lat/long notifications for new calls and pings will be enable investigators to rapidly respond to locations they need to be with the use of the in-app navigation to locate a targets most recent location.

This technology will be an asset to the Criminal Investigations Division to both help solve crime as well as prevent future crime by analyzing criminal behavior.

There isn't another company providing this technology for law enforcement therefore the competitive bidding process would not be feasible.

Statement of opening of offers

The registration period for the purchase process SS Penlink is closed on 15 Jul 2020 (Wed), 10:00 AM.

On 15 Jul 2020 (Wed), 10:45:00 AM, Erica Smith opened the registrations.

Entries submitted after the closing date, 15 Jul 2020 (Wed), 10:00 AM, will not be included in the procedure.

Registrations received:

Registration prices:

Reported by Erica Smith on 15 Jul 2020 (Wed), 10:51 AM

Randy Barker
CPPO, CPPB
PURCHASING AGENT / DIRECTOR

7/15/20

Williamson County Commissioners Court

Re: Sole Source recommendation for Pen-Link PLX and Pen Point

Dear County Judge and Commissioners,

Recently our Williamson County Sheriff's Office made a request for qualifying **Pen-Link PLX and Pen Point programs as a sole source supplier for use in the Criminal Investigations Division (CID).** The program is an all-inclusive analysis tool to combine data from all types of communication devices to collect email and other Internet communication data, analyze and export large volumes of social media. The program includes charting tools to identify data links, frequencies, timelines, and call associations using an array of charting tools. Pen-Link is a sole sourced program being used by many federal law enforcement agencies to analyze large volumes of data to link criminal organizations together and analyze the data to help detectives secure successful prosecution of cases.

After reviewing all documentation requested and provided to me, **I recommend qualifying this request as a sole source purchase, per Texas Local Government Code sections 262.003(a) and 262.024.(a)(7).**

The process has included the following:

- A signed Sole Source Justification Request
- A 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 signed letter of recommendation from Robert Chody, Williamson County Sheriff
- Review and analysis of potential suppliers of same/similar product by both Purchasing staff and Sheriff's Office staff
- Posting on Negometrix website for a period of fourteen (14) days to invite potential competition, with no responses received from alternate vendors

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

Sincerely,

Randy Barker

Randy Barker
Williamson County Purchasing Agent / Director

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

Commissioners Court - Regular Session **90.**

Meeting Date: 07/21/2020

Policy exception for PCN updates in July 2020

Submitted For: Robert Chody **Submitted By:** Brenda Staples, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving an exception to policy and transferring funds from PCN 1384 to PCN's 1320, 1288, & 1313 to accommodate tenure.

Background

The Sheriffs Office is seeking an exception to current policy to accommodate the reallocation of position funds from PCN 1384 to PCN's 1320, 1288, & 1313. These PCN's are held by former corrections staff who have transferred into Law Enforcement roles during FY 2019. Their anniversary dates occur during the budget lockdown and were not updated prior to lockdown dates. Transferring funds at this time allows for adherence to the Promotion (& tenure restoration policy) currently in place by the County.

Note: There is no fiscal impact to moving the funds between PCN's.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PCN transfer spreadsheet detail

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/15/2020 03:25 PM
Budget Office	Ashlie Koenig	07/16/2020 09:37 AM
Form Started By: Brenda Staples		Started On: 07/15/2020 03:09 PM
Final Approval Date: 07/16/2020		

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	*Amount may vary slightly
560: Law Enforcement	1384	14449	$73,886.54	n/a	$93,705.77	$78,570.01	-$15,135.76		reallocation of position funds from PCN 1384 to PCN's 1320, 1288, & 1313		
560: Law Enforcement	1320	13007	$53,320.58	$61,248.47	$56,584.13	$61,248.47		$4,664.34	Increase funds from PCN 1384 to PCN 1320 to cover service credit reinstatement	6/26/2020	
560: Law Enforcement	1288	11295	$53,320.58	$66,297.35	$60,047.64	$66,297.35		$6,249.71	Increase funds from PCN 1384 to PCN 1288 to cover service credit reinstatement	7/24/2020	
560: Law Enforcement	1313	5744	$53,320.58	$73,197.59	$68,975.88	$73,197.59		$4,221.71	Increase funds from PCN 1384 to PCN 1313 to cover service credit reinstatement	9/4/2020	

Commissioners Court - Regular Session **91.**

Meeting Date: 07/21/2020

DOI 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	06/18/2020 10:08 AM
Form Started By: Vicky Edwards		Started On: 06/17/2020 10:02 AM
Final Approval Date: 06/18/2020		

Commissioners Court - Regular Session **92.**

Meeting Date: 07/21/2020

Williamson County Long-Range Transportation Plan Update

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the Williamson County Long-Range Transportation Plan to address current and projected needs in the public interest.

Background

The attached amendments are recommended by staff. Several adjustments have been made to the proposed arterial and corridor networks in Precinct 4 to accommodate incoming plats, ROW dedication and other developments.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Conceptual Arterials

Conceptual Map - Controlled Access

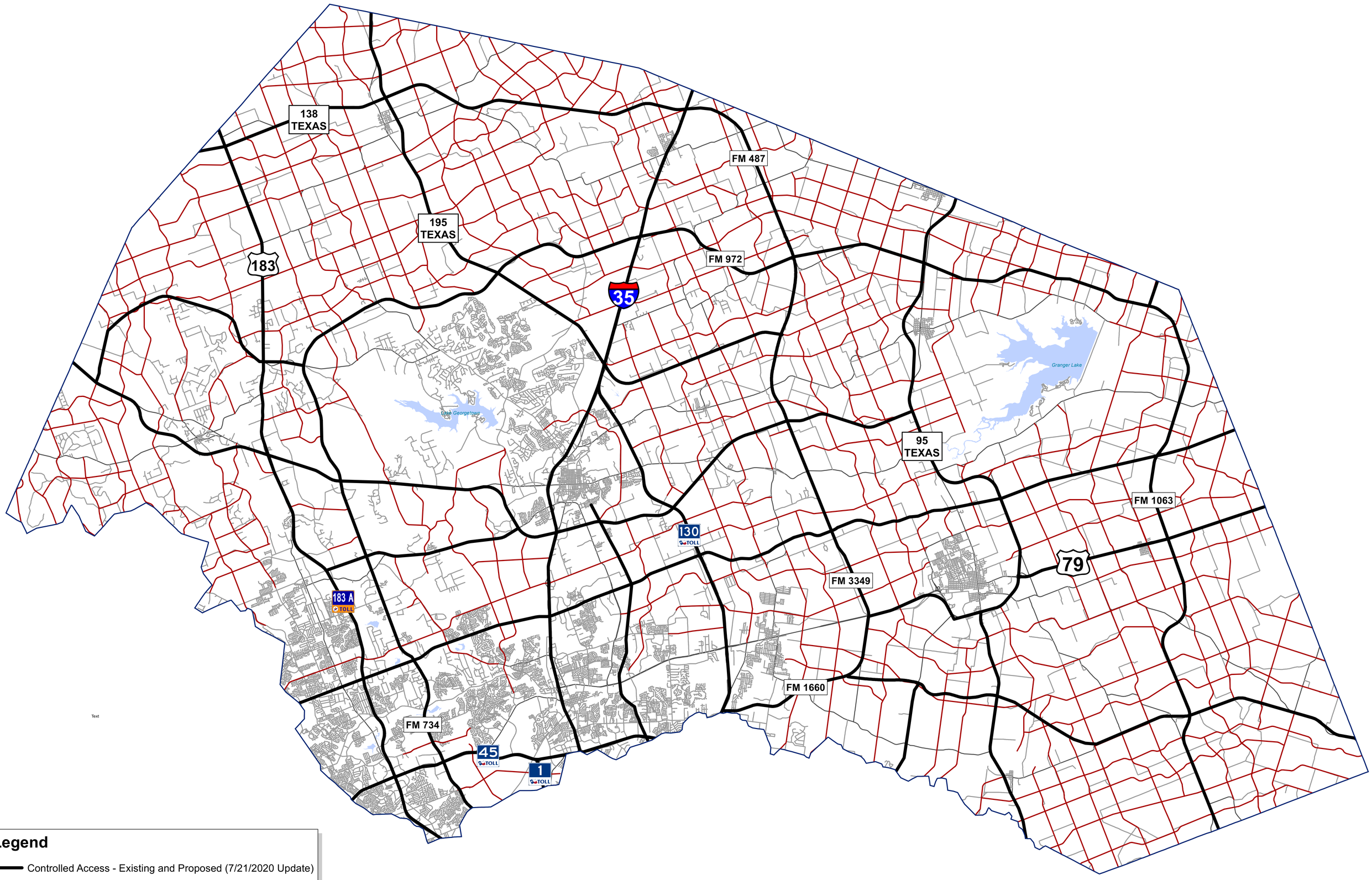
Conceptual Arterials - Precinct 4

Conceptual Arterials - Precinct 4 Controlled Access

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 10:14 AM
Form Started By: Dawn Haggard		Started On: 06/23/2020 01:21 PM
Final Approval Date: 07/16/2020		

Conceptual Map of Proposed Arterial Facilities



Text

Legend

- Controlled Access - Existing and Proposed (7/21/2020 Update)
- Arterial - Proposed (07/21/2020 Update)
- State Highways
- Non-State Roads
- Lake (>10 Acres)
- County Boundary

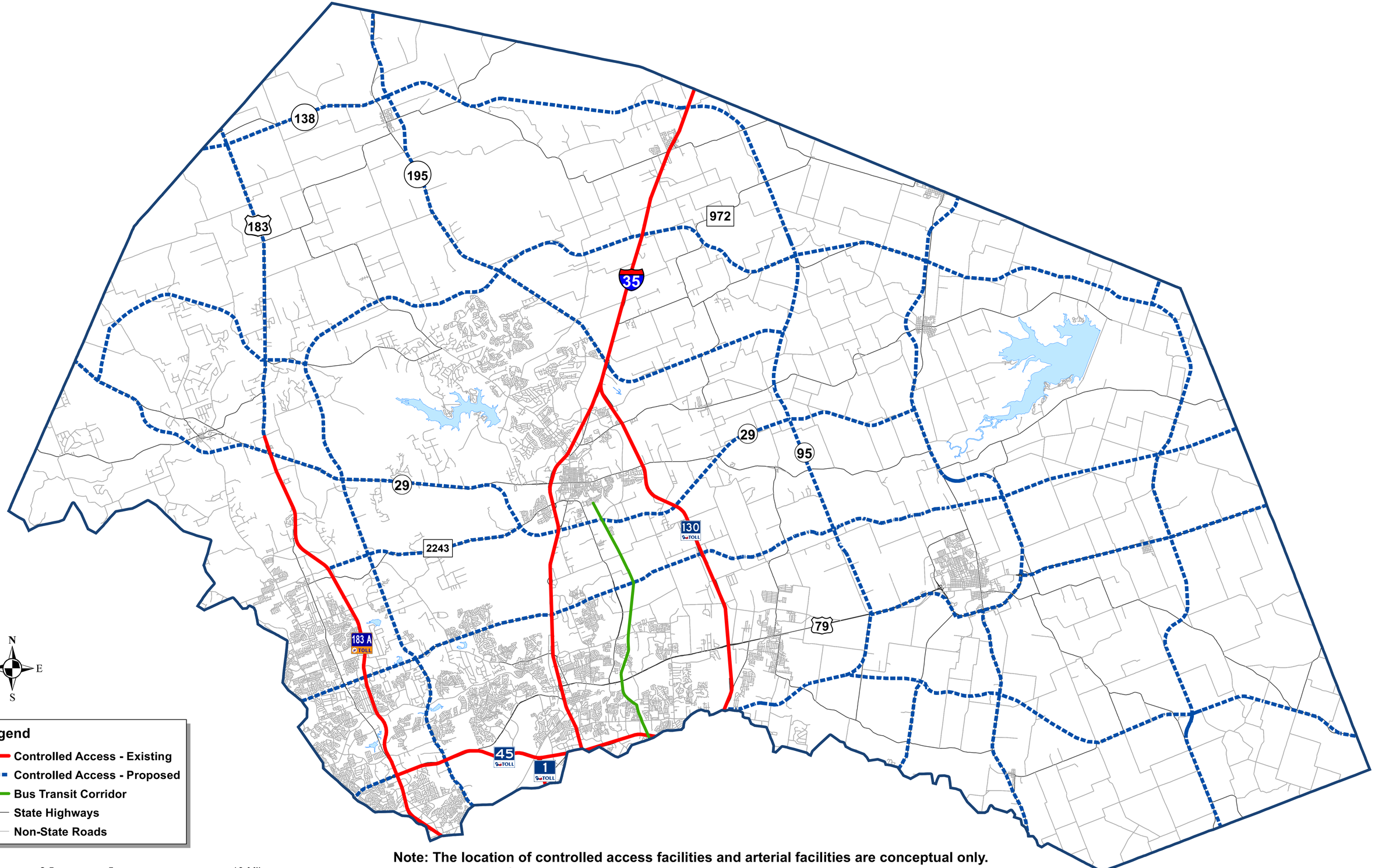
Note: The locations of the arterial facilities are conceptual only.
Final alignments for each route will be determined
through appropriate planning and environmental studies.

07/21/2020

Document Path: Y:\61272_WilcoDesign&Plan\GEC\Techprod\GIS\MXD\Exhibit\Corridor_Program_Maps\Public_Meeting_Map\Conceptual_Arterials_06102020.mxd

7/21/2020

Conceptual Map of Proposed Controlled Access Facilities



Legend

- Controlled Access - Existing
- Controlled Access - Proposed
- Bus Transit Corridor
- State Highways
- Non-State Roads

0 2.5 5 10 Miles

Note: The location of controlled access facilities and arterial facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.

Document Path: Y:\61272_WilcoDesign&PlanGEC\Techprod\GIS\MXD\EXHIBIT\Corridor_Program_Maps\Public_Meeting_Map\2020-06-10 - ControlledAccess.mxd

Conceptual Map of Proposed Arterial Facilities

Legend

- Controlled Access - Existing and Proposed (7/21/2020 Update)
- Arterial - Proposed (7/21/2020 Update)
- State Highways
- Non-State Roads
- County Boundary

N
W E
S

0 1.25 2.50 5 Miles

Granger Lake

35
195
95
29
29
79
79
95

Note: The locations of the arterial facilities are conceptual only.Final alignments for each route will be determined through appropriate planning and environmental studies.

07/21/2020

Document Path: V:\61272_WilcoDesign&PlanGEC\Techprod\GIS\MXD\EXHIBIT\Corridor_Program_Maps\Public_Meeting_Map\Conceptual_Arterials_Precinct4_08102020.mxd

Conceptual Map of Proposed Arterial Facilities

Legend

- Controlled Access - Existing and Proposed (7/21/2020 Update)
- Arterial - Proposed (7/21/2020 Update)
- Controlled Access - Existing and Proposed (As of 2/25/2020)
- Arterial - Proposed (As of 2/25/2020)
- State Highways
- Non-State Roads
- County Boundary

N
W E
S

0 1.25 2.50 5 Miles

Granger Lake

35
195
29
29
95
95
79
79

Note: The locations of the arterial facilities are conceptual only.Final alignments for each route will be determined through appropriate planning and environmental studies.

07/21/2020

Document Path: V:\61272_WilcoDesign&PlanGEC\Techprod\GIS\MXD\EXHIBIT\Corridor_Program_Maps\Public_Meeting_Map\Conceptual_Arterials_Precinct4_08102020.mxd

Commissioners Court - Regular Session **93.**

Meeting Date: 07/21/2020

Road Bond Construction Summary Report

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge the July 2020 Construction Summary Report and PowerPoint Presentation for the Road Bond Program.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

July 2020 PowerPoint Presentation

July 2020 Construction Summary Report

Form Review

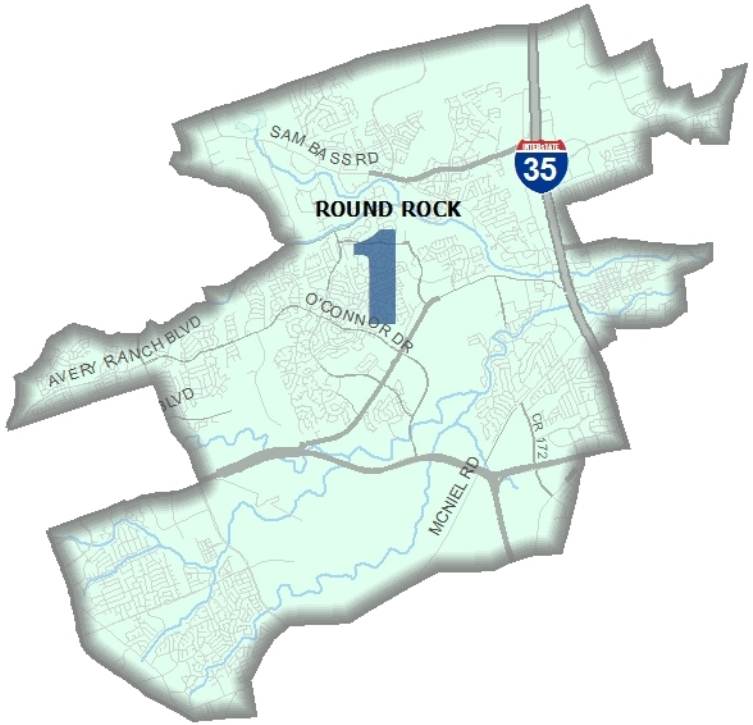
Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 11:59 AM
Form Started By: Dawn Haggard		Started On: 07/14/2020 03:02 PM
Final Approval Date: 07/16/2020		

Williamson County Commissioners Court

Road Bond Program

July 21, 2020

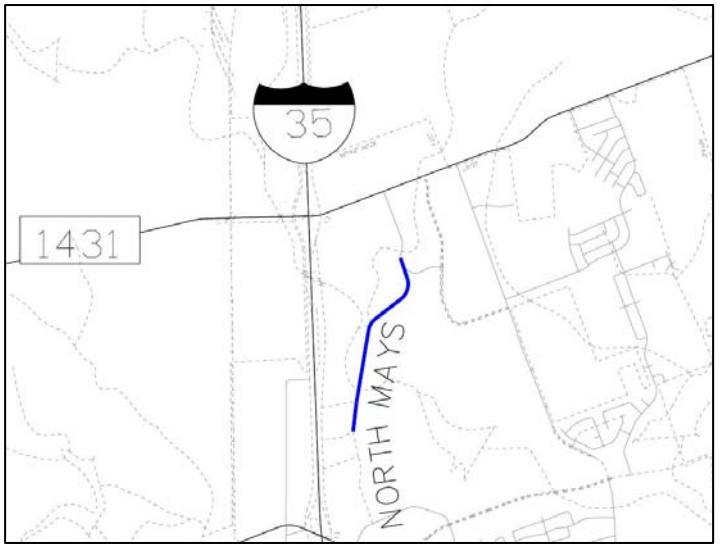
Precinct 1


SAM BASS RD
35
ROUND ROCK
1
O'CONNOR DR
AVERY RANCH BLVD
LVD
CR 172
MCNIEL RD

North Mays Extension
(Paloma Drive to Oakmont Drive)

Anticipated Completion

Fall 2020



Original Contract Price = $10,775,835.75

Total Change Orders to Date = $24,898.18

Adjusted Contract Price = $10,800,733.93

Expenditures to Date = $9,039,548.78 (84%)

North Mays Extension
(Paloma Drive to Oakmont Drive)

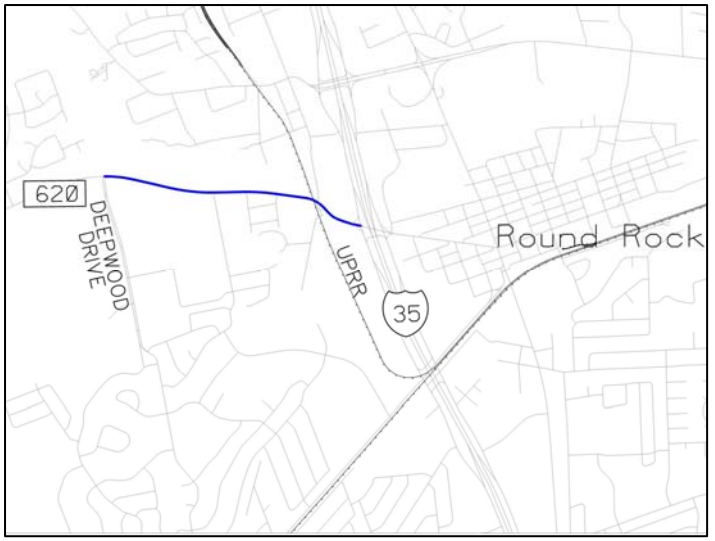
North Mays Extension
(Paloma Drive to Oakmont Drive)

North Mays Extension
(Paloma Drive to Oakmont Drive)

RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

Anticipated Completion

Summer 2022



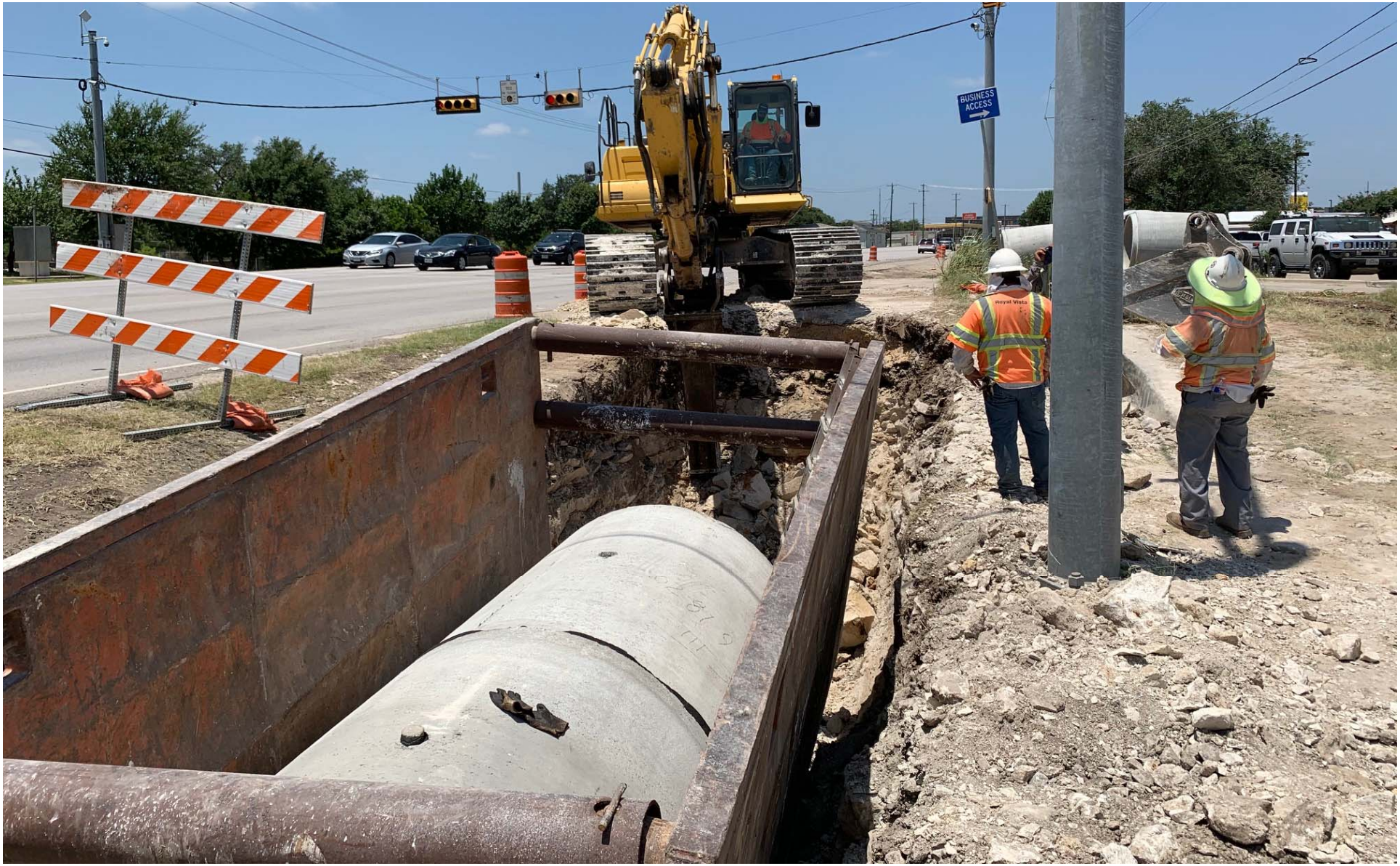
Partnership with TxDOT and the City of Round Rock

Original Contract Amount = $27,468,703.67

Construction is managed by TxDOT

RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)



RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

Great Oaks Drive
Water Line Replacements

Anticipated Completion

Summer 2020

Original Contract Price = $1,325,000.00

Total Change Orders to Date = $170,929.84

Adjusted Contract Price = $1,495,929.84

Expenditures to Date = $1,322,498.36 (89%)

Great Oaks Drive
Water Line Replacements

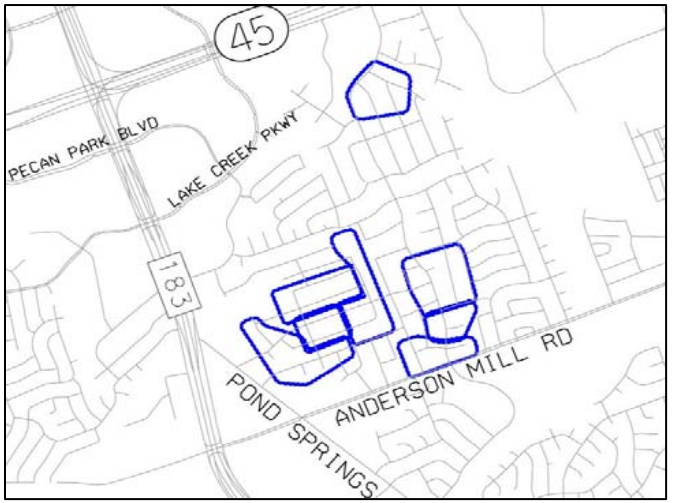
Great Oaks Drive
Water Line Replacements

Great Oaks Drive
Water Line Replacements

Forest North Phase 3
Drainage Improvements

Anticipated Completion

Early 2022



Original Contract Price = $4,793,058.15

Total Change Orders to Date = $0.00

Adjusted Contract Price = $4,793,058.15

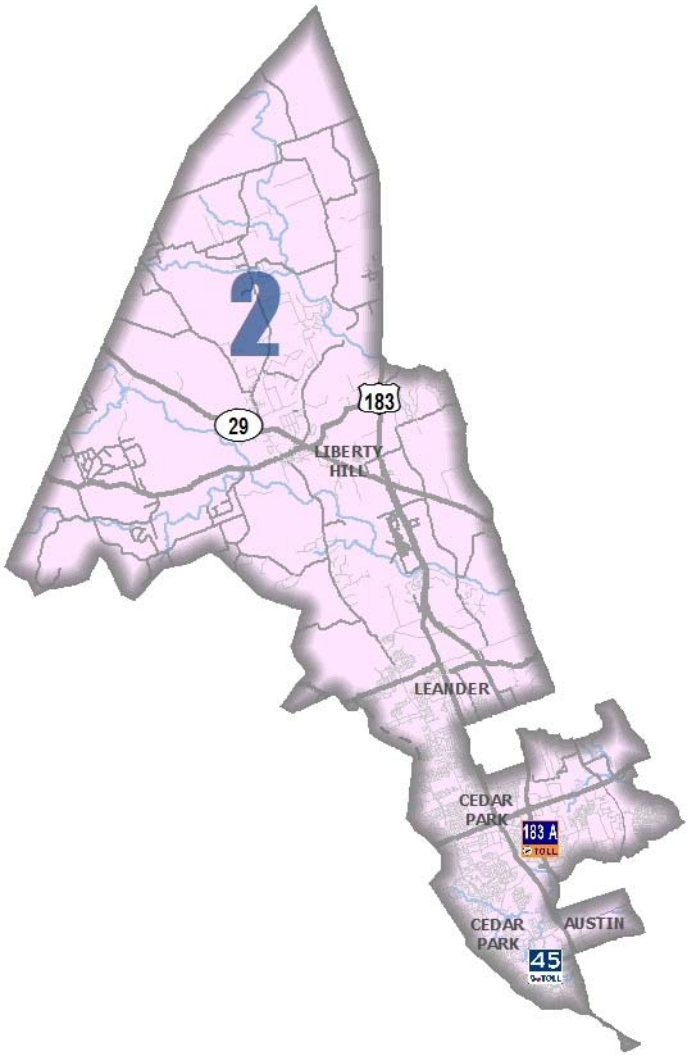
Expenditures to Date = $180,413.00 (3.8%)

Forest North Phase 3
Drainage Improvements

Forest North Phase 3
Drainage Improvements

Forest North Phase 3
Drainage Improvements

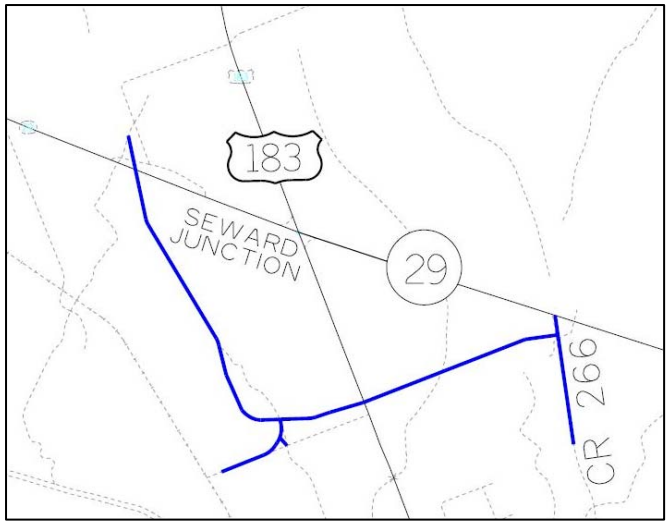
Precinct 2


2
183
29
LIBERTY HILL
LEANDER
CEDAR PARK
183 A
TOLL
CEDAR PARK
AUSTIN
45
TOLL

Seward Junction Improvements

Anticipated Completion

Late 2020



Original Contract Price = $13,270,258.10

Total Change Orders to Date = $112,306.36

Adjusted Contract Price = $13,382,564.46

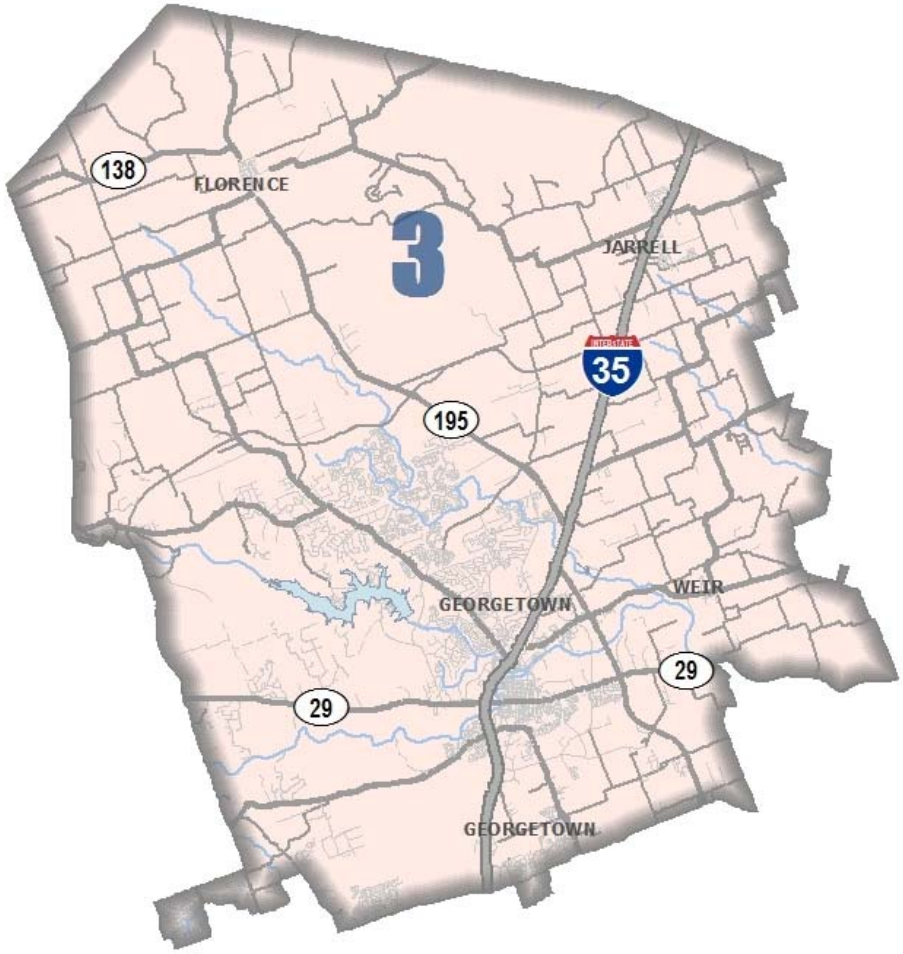
Expenditures to Date = $9,355,665.78 (70%)

Seward Junction Improvements

Seward Junction Improvements

Seward Junction Improvements

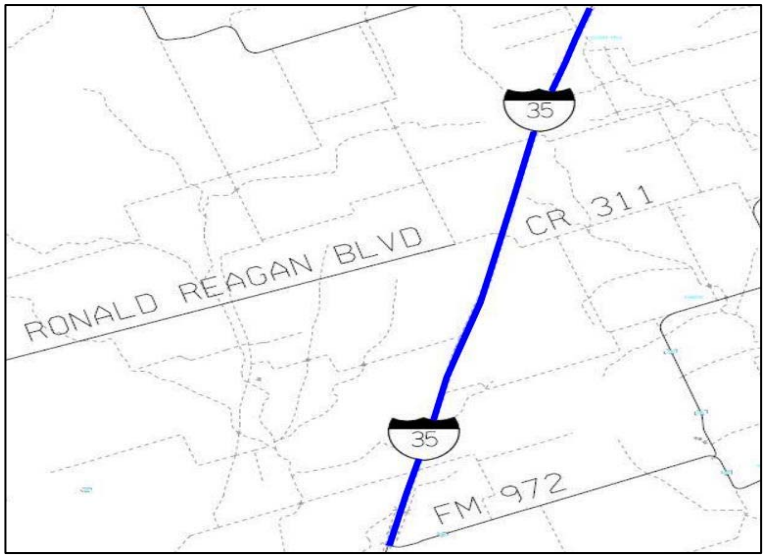
Precinct 3


138
FLORENCE
3
JARRELL
35
195
GEORGETOWN
WEIR
29
29
GEORGETOWN

IH 35 Ramp Reversals and Frontage Road Conversion

Anticipated Completion

Late 2020



Partnership with TxDOT

Original Contract Amount = $13,145,762.51

Construction is managed by TxDOT

IH 35 Ramp Reversals and Frontage Road Conversion

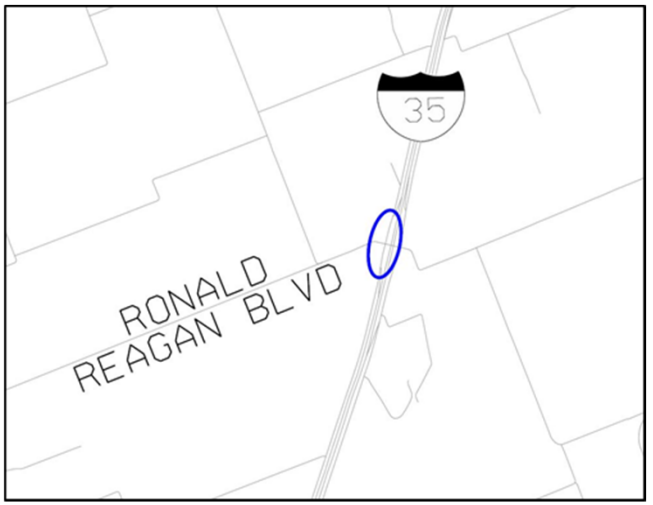
IH 35 Ramp Reversals and Frontage Road Conversion

IH 35 Ramp Reversals and Frontage Road Conversion

Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

Anticipated Completion

Summer 2021



Partnership with TxDOT

Original Contract Amount = $15,048,229.93

Construction is managed by TxDOT

Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

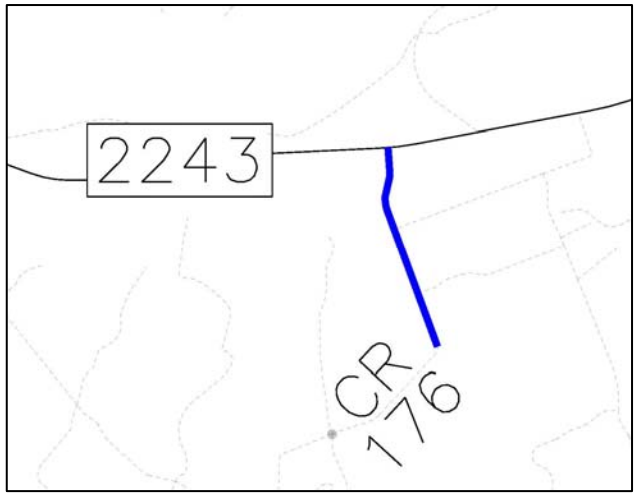
Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

CR 176 at RM 2243
(RM 2243 to Parkside Parkway)

Anticipated Completion

Summer 2020



Original Contract Amount = $2,447,560.00

Total Change Orders = $272,646.30

Adjusted Contract Price = $2,720,206.30

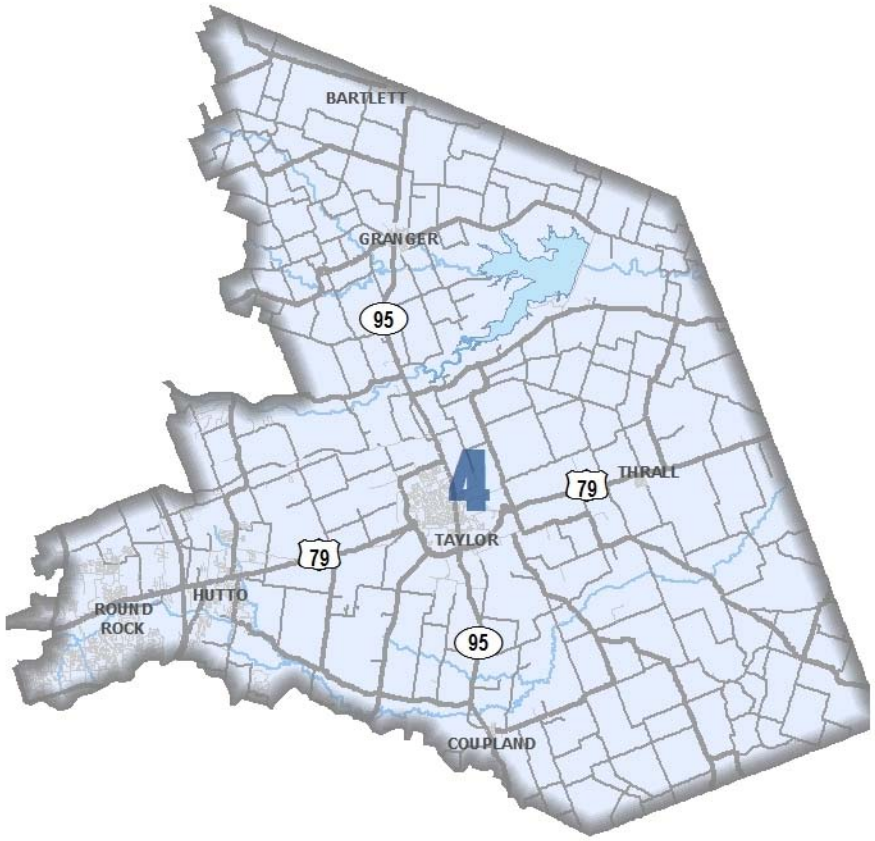
Expenditures to Date = $2,246,603.36 (83%)

CR 176 at RM 2243
(RM 2243 to Parkside Parkway)

CR 176 at RM 2243
(RM 2243 to Parkside Parkway)

CR 176 at RM 2243
(RM 2243 to Parkside Parkway)

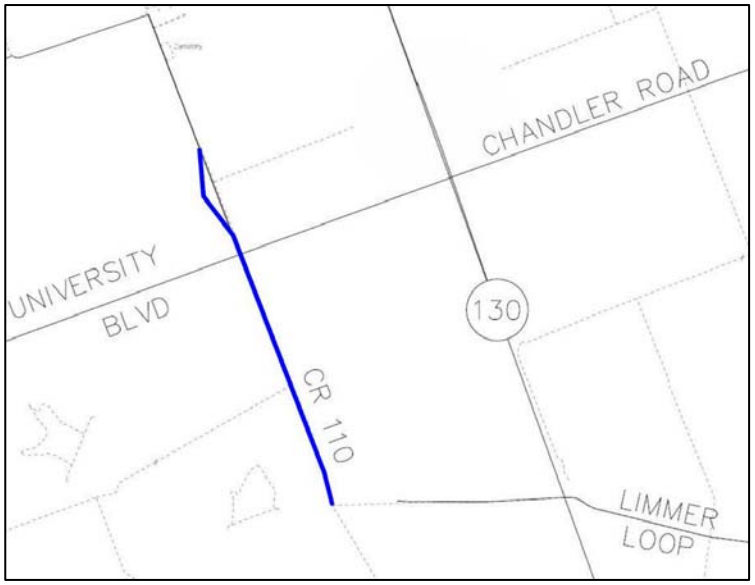
Precinct 4


BARTLETT
GRANGER
95
4
79
THRALL
TAYLOR
79
HUTTO
ROUND ROCK
95
COUPLAND

CR 110 Middle
(Limmer Loop to CR 107)

Anticipated Completion

Fall 2020



Original Contract Amount = $8,910,862.73

Total Change Orders = $98,172.70

Adjusted Contract Price = $9,009,035.70

Expenditures to Date = $5,532,279.83 (61%)

CR 110 Middle
(Limmer Loop to CR 107)

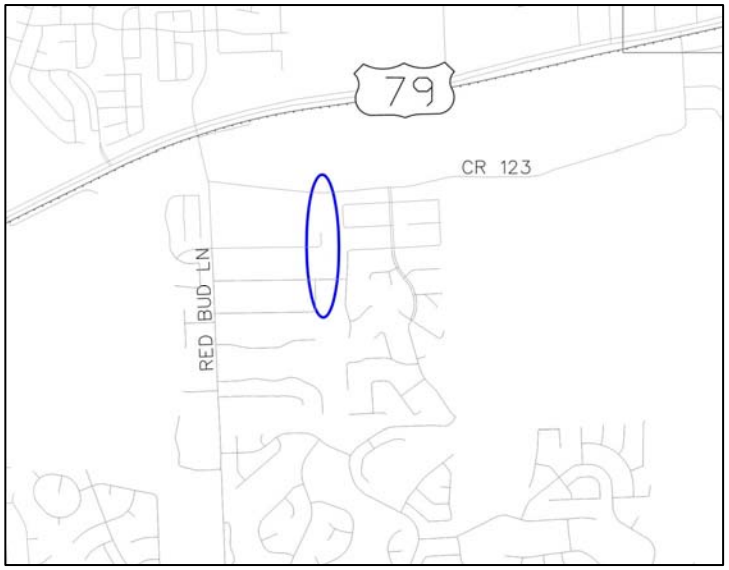
CR 110 Middle
(Limmer Loop to CR 107)

CR 110 Middle
(Limmer Loop to CR 107)

Oak Bluff and Greenfield Drainage Improvements

Anticipated Completion

Early 2021



Partnership with City of Round Rock

Original Contract Amount = $1,770,012.25

Construction is managed by City of Round Rock

Oak Bluff and Greenfield Drainage Improvements

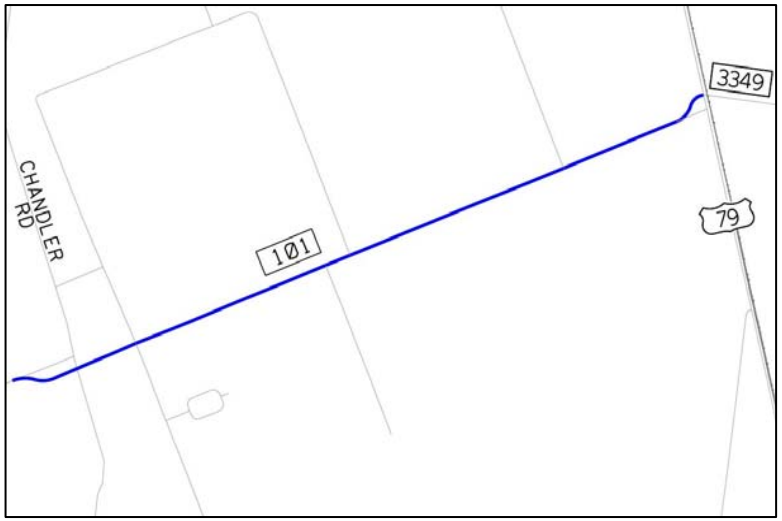
Oak Bluff and Greenfield Drainage Improvements

Oak Bluff and Greenfield Drainage Improvements

CR 101
(US 79 to North of Chandler Road)

Anticipated Completion

Late 2021



Original Contract Amount = $13,092,842.00

Total Change Orders = $0.00

Adjusted Contract Price = $13,092,842.00

Expenditures to Date = $0.00 (0%)

CR 101
(US 79 to North of Chandler Road)

CR 101
(US 79 to North of Chandler Road)

ROAD BOND PROGRAM

Construction Summary Report

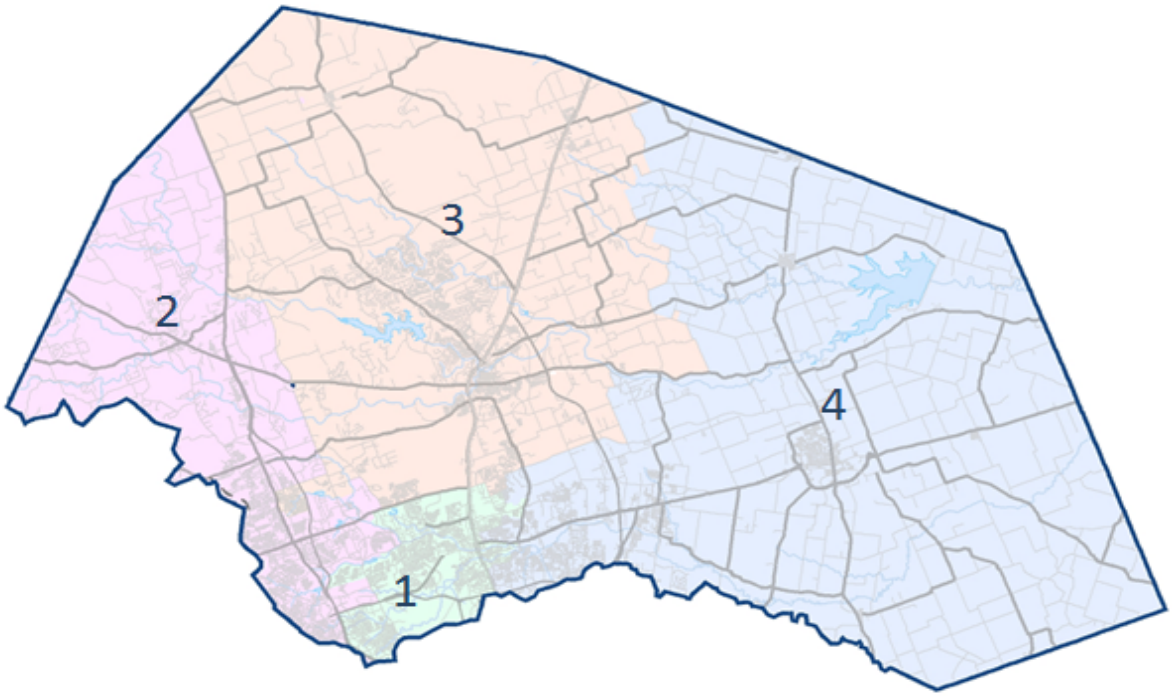
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

July 2020

WWW.ROADBOND.ORG

Volume XIX - Issue No.07



Presented By: HNTB

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Seward Junction Improvements (SH 29 to CR 266 & CR 266 south of CR 259 to SH 29) 20

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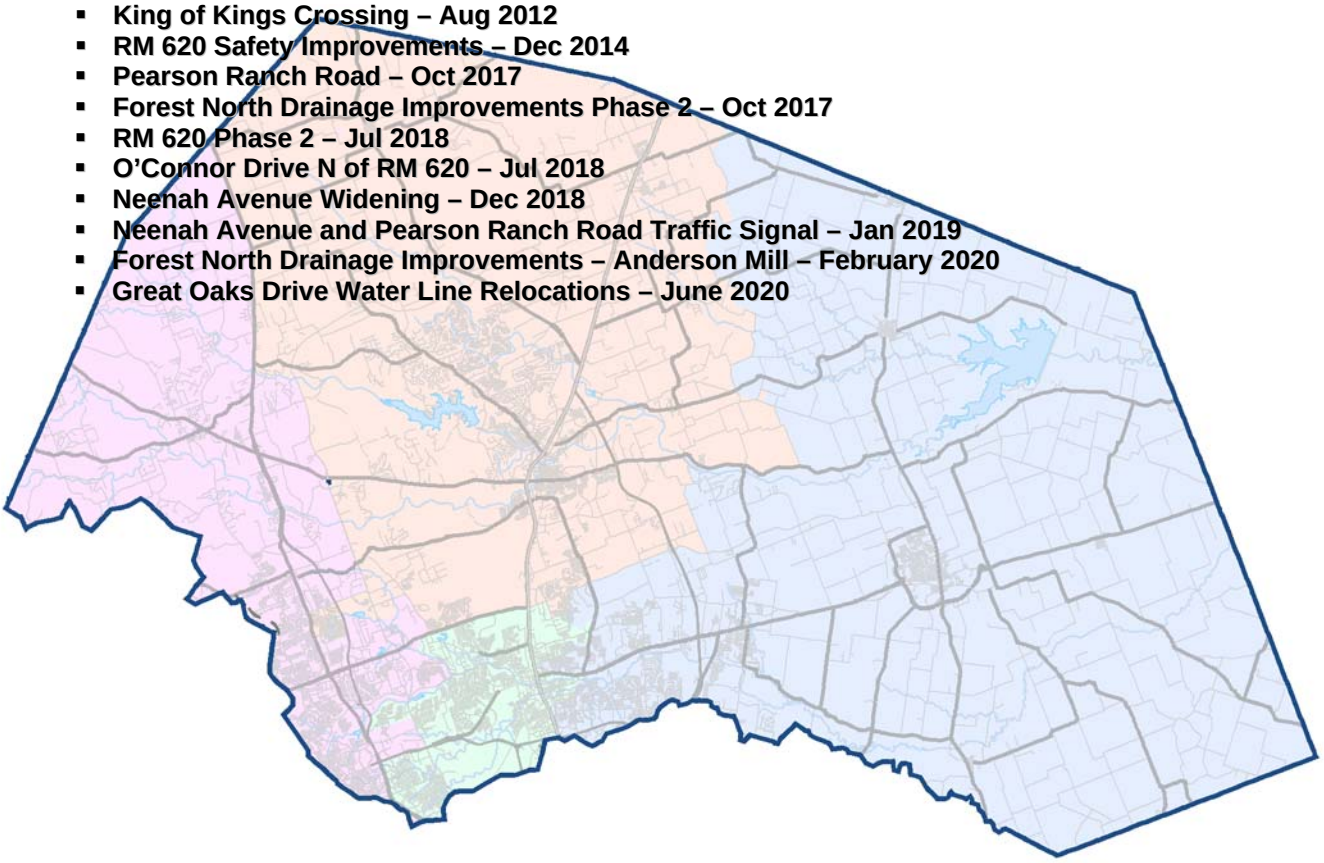
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JUNE 2020

Precinct 1

- **Pond Springs Road (signal) – Apr 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**
- **Pearson Ranch Road – Oct 2017**
- **Forest North Drainage Improvements Phase 2 – Oct 2017**
- **RM 620 Phase 2 – Jul 2018**
- **O'Connor Drive N of RM 620 – Jul 2018**
- **Neenah Avenue Widening – Dec 2018**
- **Neenah Avenue and Pearson Ranch Road Traffic Signal – Jan 2019**
- **Forest North Drainage Improvements – Anderson Mill – February 2020**
- **Great Oaks Drive Water Line Relocations – June 2020**



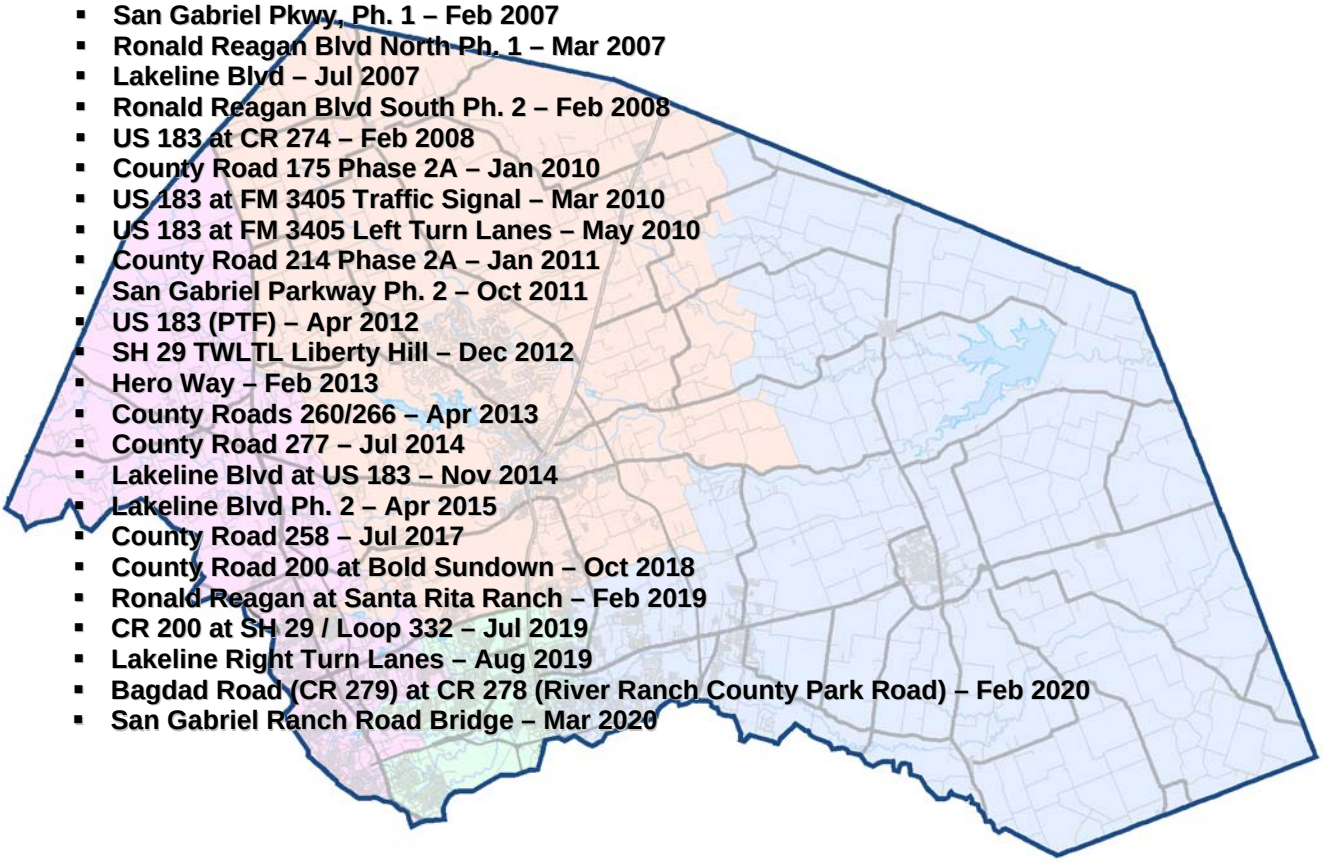
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JUNE 2020

Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **River Bend Oaks – Feb 2003**
- **County Road 175 – Jun 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at CR 274 – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**
- **County Road 258 – Jul 2017**
- **County Road 200 at Bold Sundown – Oct 2018**
- **Ronald Reagan at Santa Rita Ranch – Feb 2019**
- **CR 200 at SH 29 / Loop 332 – Jul 2019**
- **Lakeline Right Turn Lanes – Aug 2019**
- **Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020**
- **San Gabriel Ranch Road Bridge – Mar 2020**



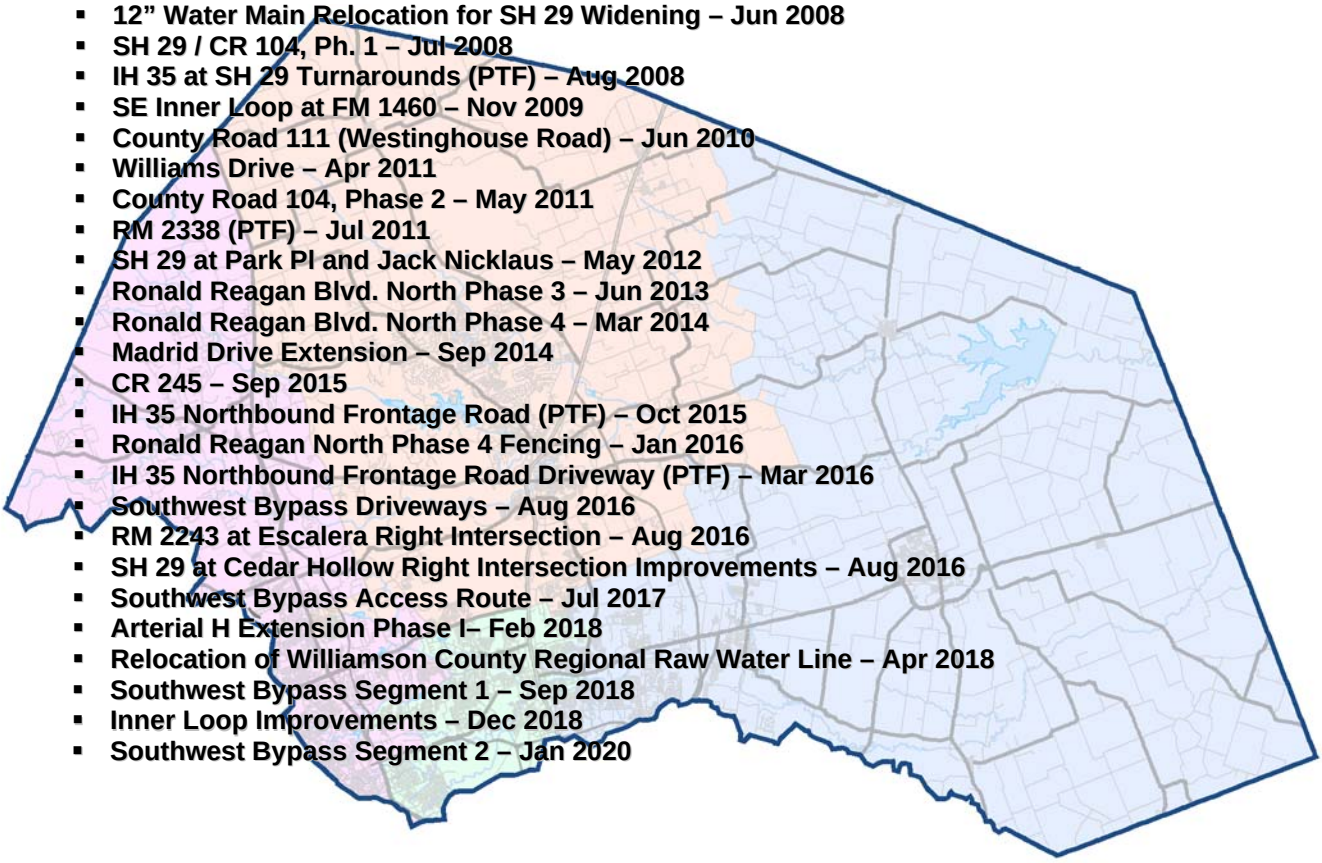
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JUNE 2020

Precinct 3

- **Cedar Hollow at SH 29 (signal) – Aug 2002**
- **Georgetown Inner Loop Project 2 – Aug 2003**
- **Georgetown Inner Loop Project 1 – Jun 2004**
- **Georgetown Inner Loop East Extension – Sep 2004**
- **County Road 152 Bridge Replacement – Sep 2004**
- **Inner Loop East (CR 151 to Bus 35) – Oct 2005**
- **Ronald Reagan Blvd North, Ph. 2 – May 2008**
- **12" Water Main Relocation for SH 29 Widening – Jun 2008**
- **SH 29 / CR 104, Ph. 1 – Jul 2008**
- **IH 35 at SH 29 Turnarounds (PTF) – Aug 2008**
- **SE Inner Loop at FM 1460 – Nov 2009**
- **County Road 111 (Westinghouse Road) – Jun 2010**
- **Williams Drive – Apr 2011**
- **County Road 104, Phase 2 – May 2011**
- **RM 2338 (PTF) – Jul 2011**
- **SH 29 at Park Pl and Jack Nicklaus – May 2012**
- **Ronald Reagan Blvd. North Phase 3 – Jun 2013**
- **Ronald Reagan Blvd. North Phase 4 – Mar 2014**
- **Madrid Drive Extension – Sep 2014**
- **CR 245 – Sep 2015**
- **IH 35 Northbound Frontage Road (PTF) – Oct 2015**
- **Ronald Reagan North Phase 4 Fencing – Jan 2016**
- **IH 35 Northbound Frontage Road Driveway (PTF) – Mar 2016**
- **Southwest Bypass Driveways – Aug 2016**
- **RM 2243 at Escalera Right Intersection – Aug 2016**
- **SH 29 at Cedar Hollow Right Intersection Improvements – Aug 2016**
- **Southwest Bypass Access Route – Jul 2017**
- **Arterial H Extension Phase I– Feb 2018**
- **Relocation of Williamson County Regional Raw Water Line – Apr 2018**
- **Southwest Bypass Segment 1 – Sep 2018**
- **Inner Loop Improvements – Dec 2018**
- **Southwest Bypass Segment 2 – Jan 2020**



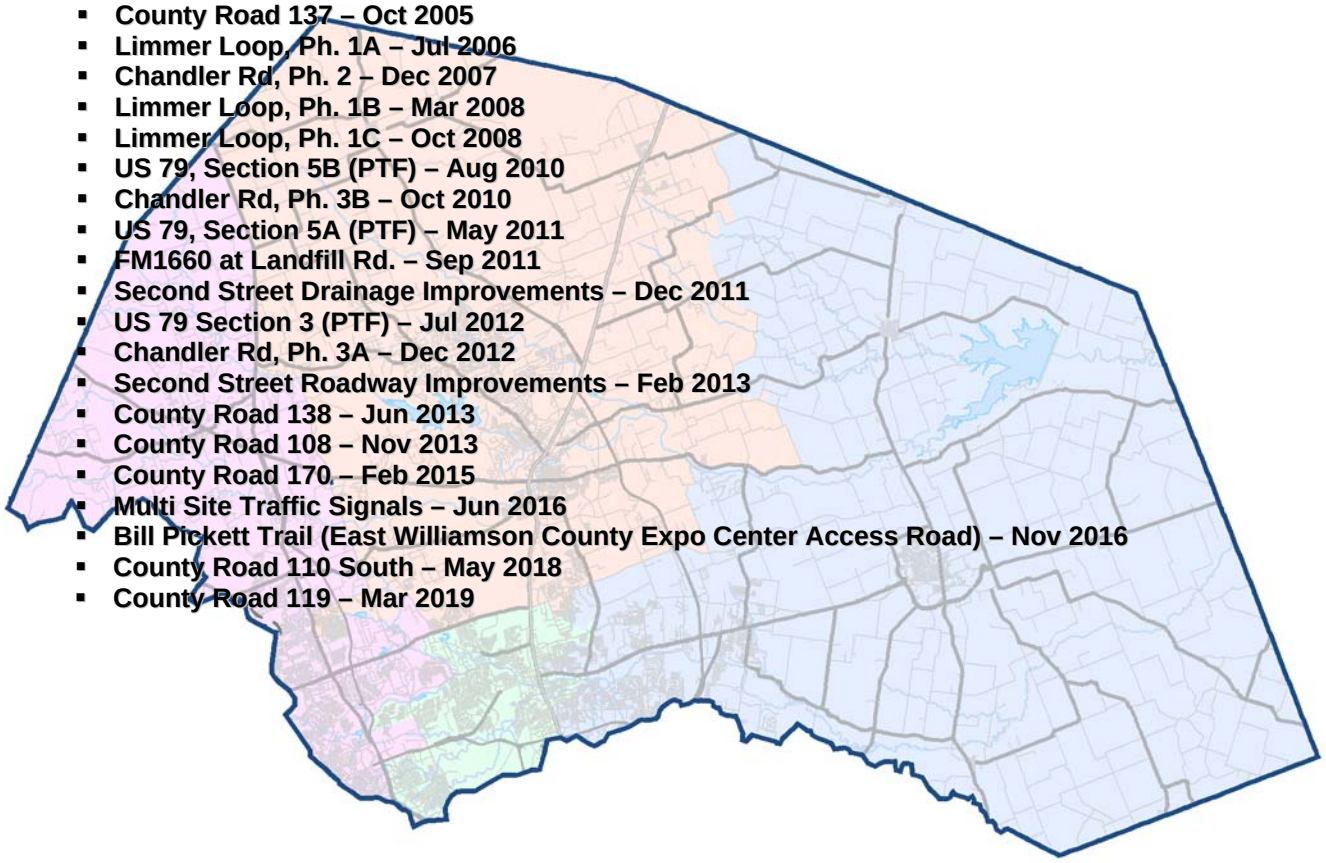
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

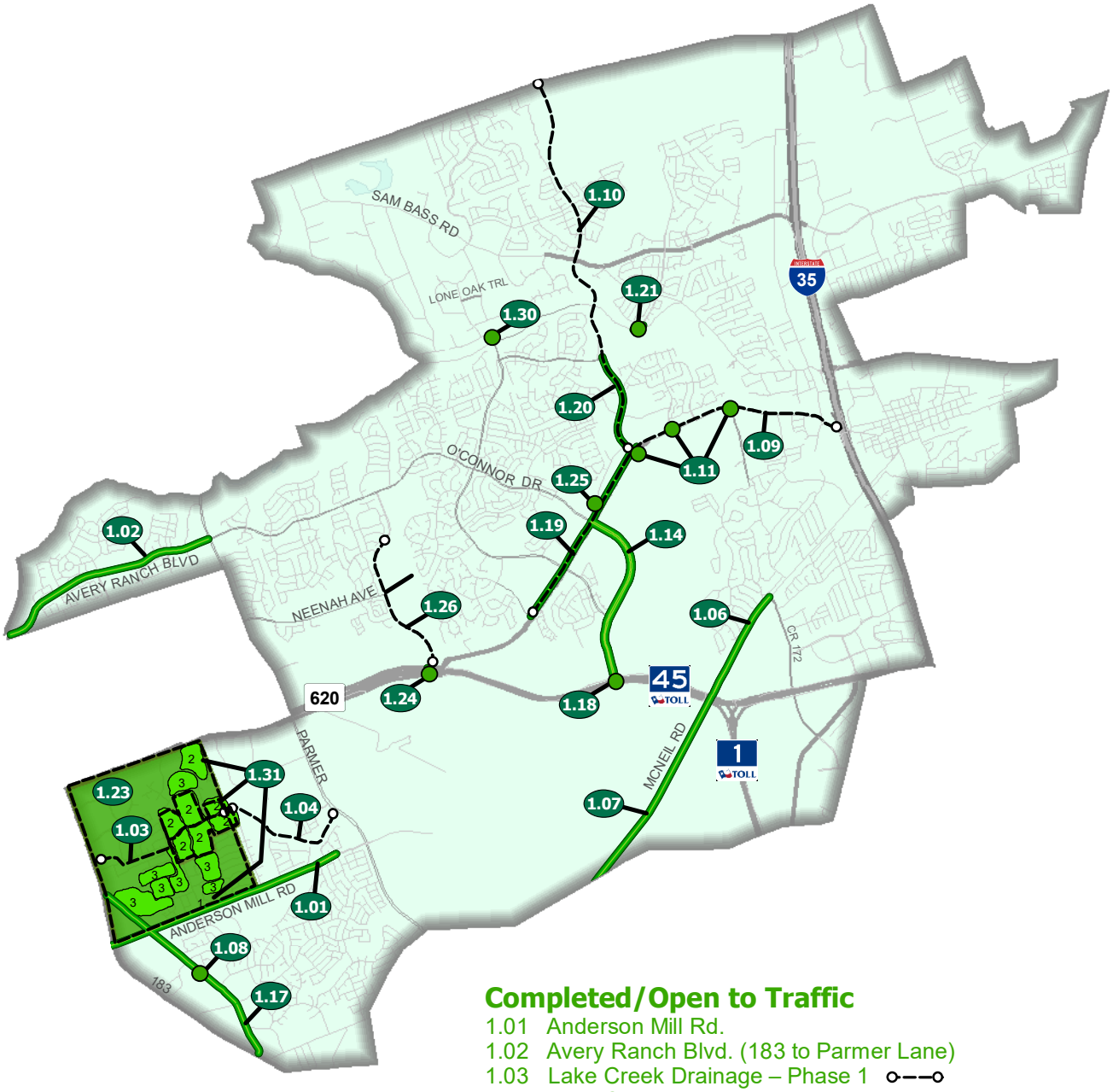
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JUNE 2020

Precinct 4

- **Bridge Replacements (CR 390, 406 & 427) – Nov 2002**
- **County Road 368 and 369 – Nov 2002**
- **County Road 412 – Aug 2003**
- **County Road 300 and 301 – Dec 2003**
- **County Road 424 Bridge Replacement – Jan 2004**
- **Chandler Rd. Extension, Ph. 1 – Mar 2005**
- **County Road 112, Ph. 1 – Aug 2005**
- **County Road 137 – Oct 2005**
- **Limmer Loop, Ph. 1A – Jul 2006**
- **Chandler Rd, Ph. 2 – Dec 2007**
- **Limmer Loop, Ph. 1B – Mar 2008**
- **Limmer Loop, Ph. 1C – Oct 2008**
- **US 79, Section 5B (PTF) – Aug 2010**
- **Chandler Rd, Ph. 3B – Oct 2010**
- **US 79, Section 5A (PTF) – May 2011**
- **FM1660 at Landfill Rd. – Sep 2011**
- **Second Street Drainage Improvements – Dec 2011**
- **US 79 Section 3 (PTF) – Jul 2012**
- **Chandler Rd, Ph. 3A – Dec 2012**
- **Second Street Roadway Improvements – Feb 2013**
- **County Road 138 – Jun 2013**
- **County Road 108 – Nov 2013**
- **County Road 170 – Feb 2015**
- **Multi Site Traffic Signals – Jun 2016**
- **Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016**
- **County Road 110 South – May 2018**
- **County Road 119 – Mar 2019**



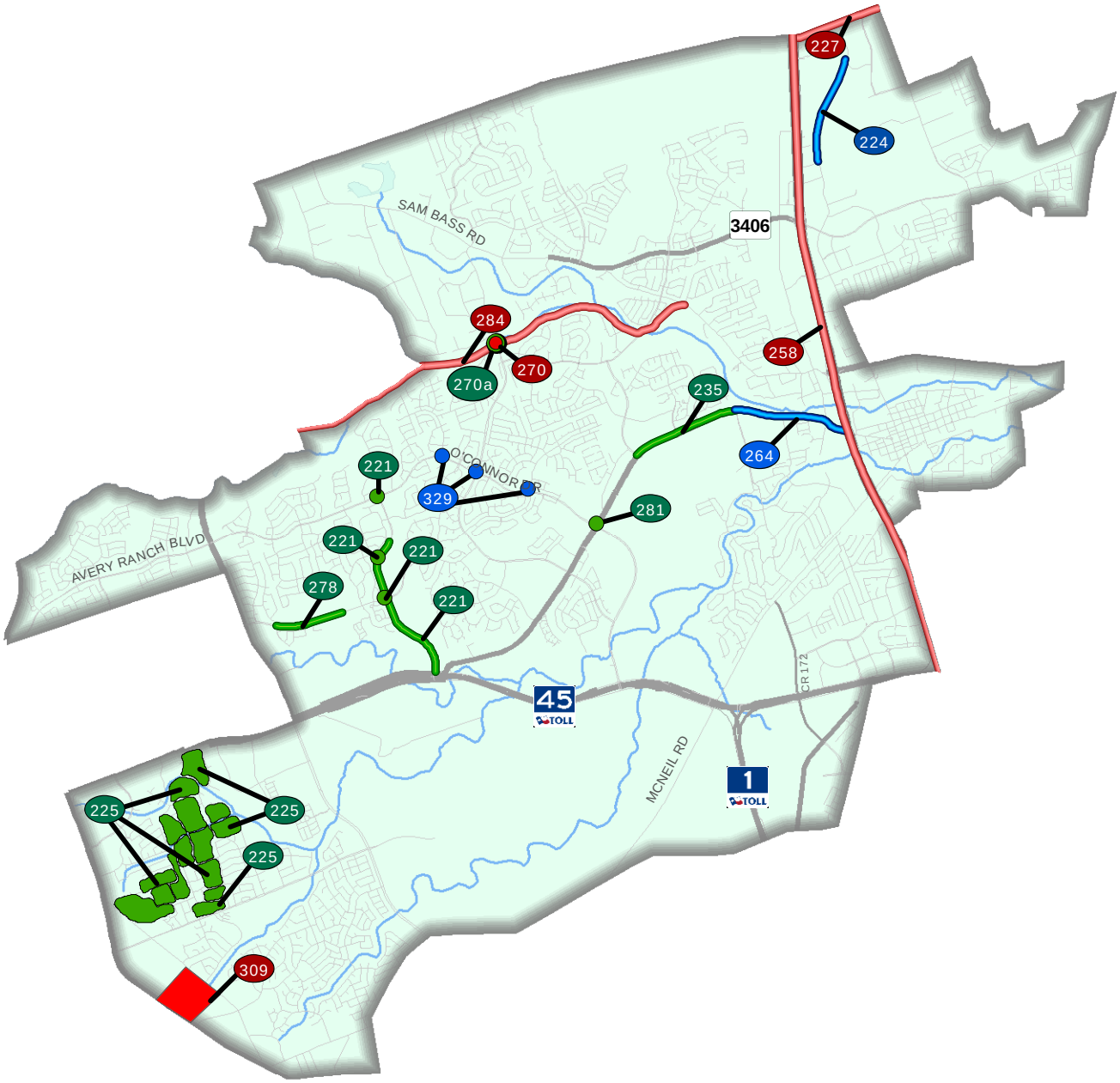
2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook



Completed/Open to Traffic

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd. (183 to Parmer Lane)
1.03 Lake Creek Drainage – Phase 1
1.04 Lake Creek Drainage – Phase 2
1.06 McNeil Road - Phase 1
1.07 McNeil Road - Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility Study
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements – Phase 1
1.14 O'Connor Extension
1.17 Pond Springs Road
1.18 O'Connor Overpass at SH 45
1.19 RM 620 (Cornerwood Dr. to Wyoming Springs)
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.23 Forest North Drainage Study - Phase 1
1.25 King of Kings Crossing
1.26 Pearson Ranch Road (Design)
1.24 Pearson Ranch Underpass at SH 45/ RM 620
1.30 Great Oaks at Brushy Creek (design)
1.31 Forest North Drainage Improvements - Phase 2 (design)
1.31 Forest North Drainage Improvements - Phase 3 (design)

2013 Road Bond Program Projects
Precinct 1 - Commissioner Cook



Completed/Open to Traffic

221 Pearson Ranch Road
221 Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal
221 Pearson Ranch Road and Iveans Way Pedestrian Crossing
221 Neenah Avenue and Pearson Ranch Road Traffic Signal
225 Forest North Drainage Improvements Phase 2
225 Forest North Drainage Improvements Phase 3 (Design)
225 Forest North Drainage Improvements Anderson Mill Zone
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
270a Great Oaks Drive Waterline Relocations
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
281 O'Connor Drive North of RM 620

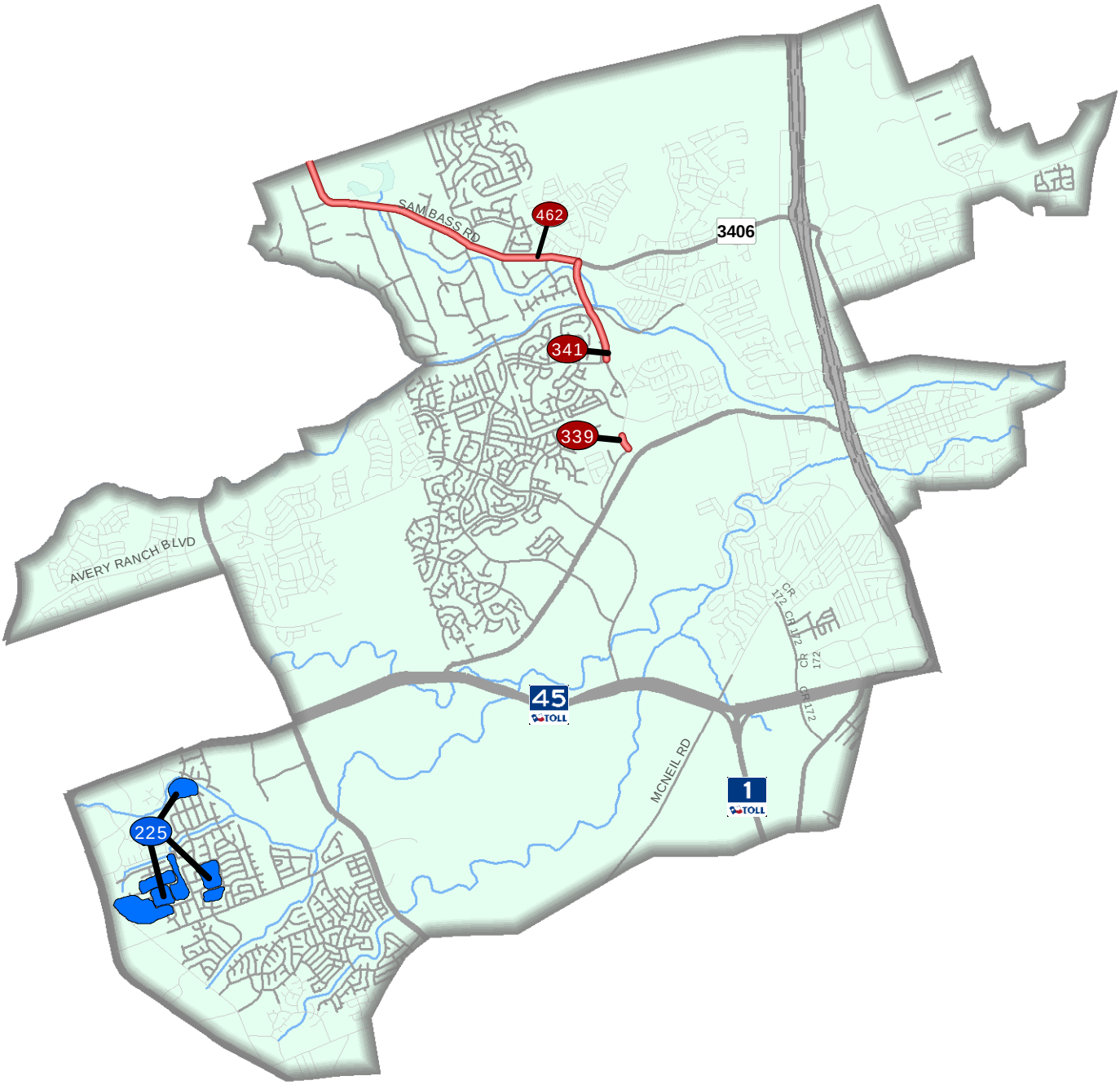
Under Construction/Bidding

224 North Mays Street Extension (Paloma Drive to Oakmont Drive)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)

In Design

227 University Boulevard Widening (IH 35 to Sunrise Road)
258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
270 Great Oaks Drive Bridge at Brushy Creek
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
309 Pond Springs Road Area Drainage Improvements (Pond Springs Road to US 183)

2019 Road Bond Program Projects
Precinct 1 - Commissioner Cook



Under Construction / Bidding

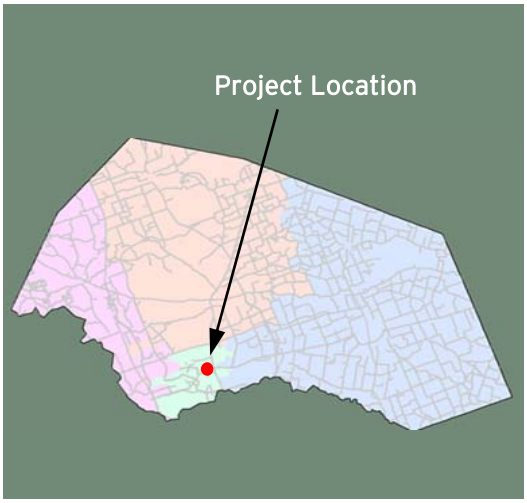
225 Forest North Drainage Improvements Phase 3

In Design

339 Wyoming Springs Intersection Improvements (At Smyers Lane)

341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)

462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)



North Mays Street Extension Phase 1
(Paloma Drive to Oakmont Drive)

Project Length: 1 mile
Roadway Classification: Arterial Collector

Project Schedule: January 2019 - September 2020
Estimated Construction Cost: $10.8 Million

JUNE 2020 IN REVIEW

06/05/2020: Capital Excavation formed and poured concrete at the transitions to the inlets on North Mays. The 5' sidewalk and the 10' shared use path were formed and poured. The 24" pipes on Lines 8-06 through 8-11, and curb inlets 8-06, 8-07, 8-10, and 8-11 were installed.

06/12/2020: Driveway #5 was formed and poured. The sidewalks and rails on the south approach slab of the Chandler Branch Bridge (Bridge) were formed and poured. Water Line B was excavated and placed. Excavation for the retaining wall at the detention pond on Parcel 7 continued.

06/19/2020: Subcontractor M-Line moved Spectrum's overhead lines on the north end of the project. Subcontractor Capstar Electric placed electrical conduit for the Bridge illumination. The 5' sidewalk and curb ramps were formed and poured. Excavation continued for the retaining wall.

06/26/2020: Utility relocations are ongoing and are tentatively scheduled to completed by the middle of July. Capital Excavation continued patching and rubbing the caps and columns on the Bridge. Concrete forming and pouring continued for the Bridge central median. Storm Trooper #8 was excavated and placed. The 24" pipe was placed on the north end of the project.

Design Engineer: LJA Engineering
Contractor: Capital Excavation
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

HNTB

North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)
Project No. 1810-265

Original Contract Price = $10,775,835.75

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
11/14/2018	12/4/2018	1/18/2019	1/28/2019				410	0	410

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/28/2019	1/31/2019	4	$523,139.40	$523,139.40	$58,126.60	$58,126.60	5	1
2	2/1/2019	2/28/2019	28	$2,584.80	$525,724.20	$287.20	$58,413.80	5	8
3	3/1/2019	4/30/2019	61	$102,281.40	$628,005.60	$11,364.60	$69,778.40	6	23
4	5/1/2019	5/31/2019	31	$593,318.74	$1,221,324.34	$65,924.30	$135,702.70	13	30
5	6/1/2019	6/30/2019	30	$188,661.93	$1,409,986.27	$20,962.44	$156,665.14	15	38
6	7/1/2019	7/31/2019	31	$590,007.31	$1,999,993.58	$65,556.37	$222,221.51	21	45
7	8/1/2019	8/31/2019	31	$628,396.35	$2,628,389.93	$69,821.82	$292,043.33	27	53
8	9/1/2019	9/30/2019	30	$2,393,911.61	$5,022,301.54	$265,990.17	$558,033.50	52	60
9	10/1/2019	10/31/2019	31	$724,961.48	$5,747,263.02	$80,551.28	$638,584.78	59	68
10	11/1/2019	11/30/2019	30	$378,890.89	$6,126,153.91	$42,098.99	$680,683.77	63	75
11	12/1/2019	12/31/2019	31	$341,316.16	$6,467,470.07	$37,924.02	$718,607.79	67	82
12	1/1/2020	1/31/2020	31	$258,548.22	$6,726,018.29	$28,727.58	$747,335.37	69	90
13	2/1/2020	2/29/2020	29	$191,886.33	$6,917,904.62	$21,320.70	$768,656.07	71	97
14	3/1/2020	3/31/2020	31	$176,371.44	$7,094,276.06	$19,596.83	$788,252.90	73	105
15	4/1/2020	4/30/2020	30	$395,476.16	$7,489,752.22	$43,941.79	$832,194.69	77	112
16	5/1/2020	5/31/2020	31	$277,797.27	$7,767,549.49	$30,866.36	$863,061.05	80	120
17	6/1/2020	6/30/2020	30	$385,340.38	$8,152,889.87	$42,815.60	$905,876.65	84	127

Change Order Number	Approved	Cost This CO	Total COs
01	5/5/2020	$0.00	$ -

4B: Third Party Accommodation. Third party requested work. This Change Order modifies the contract to require that Chandler Creek, LP, a Delaware limited partnership (collectively referred to as "Seller") be an additional insured to Capital Excavation's (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the Seller to the Contractor's insurance was in the terms and conditions of the Real Estate Contract between the Chandler Creek, LP and Williamson County. The Real Estate Contract was finalized after the plans were completed.

Change Order Number	Approved	Cost This CO	Total COs
02	5/5/2020	$24,898.18	$ 24,898.18

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for modifications to Driveway #1 that include raising the elevation of the driveway to match the current driveway, improving the driveway by adding 6" of flex base to the pavement section, and using higher strength concrete. The driveway elevation was maintained to minimize the impact of flooding on the driveway access. The improvements were necessary due to the high volume of heavy truck and trailer traffic that uses the driveway.

Adjusted Price = $10,800,733.93

Forest North Drainage Improvements - Anderson Mill
Project No. 1811-278

Original Contract Price = $295,000.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
12/5/2018	1/15/2019	4/3/2019	4/15/2019	2/7/2020		30	15	45

Invoice	Beginning	Ending	Days	Current	Invoice	Current	Total	% ($)	% Time
1	4/15/2019	6/20/2019	17	$145,702.80	$145,702.80	$16,189.20	$16,189.20	57	38
2	6/21/2019	6/30/2019	13	$45,702.66	$191,405.46	$5,078.07	$21,267.27	75	67

7/3/2020 Comments - Closeout documents are being received.

Change Order Number	Approved	Cost This CO	Total COs
01	9/10/2019	$1,513.40	$ 1,513.40

3F: County Convenience. Additional work desired by the County. This Change Order adds drainage improvements on Tottenham Court at the County's request and provides the final balancing of unused items for the 8-inch water line relocation.

Change Order Number	Approved	Cost This CO	Total COs
02	3/24/2020	$9,477.24	$ 10,990.64

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds the relocation of a City of Austin water service line that is in conflict with the new drainage system.

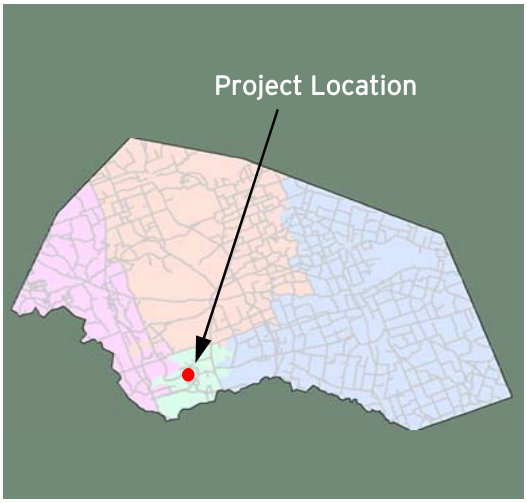
Change Order Number	Approved	Cost This CO	Total COs
03	5/19/2020	($22,854.00)	$ (11,863.36)

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final balancing for the overrun/underrun of the City of Austin contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

Change Order Number	Approved	Cost This CO	Total COs
04	5/19/2020	($1,158.51)	$ (13,021.87)

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final balancing for the overrun/underrun of the Williamson County Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = $281,978.13



Great Oaks Drive Water Line
(Brightwater Boulevard to Oak Ridge Drive))

Project Length: .25 miles
Roadway Classification: Water Line Relocations

Substantially Complete: June 2020
Estimated Construction Cost: $1.5 Million

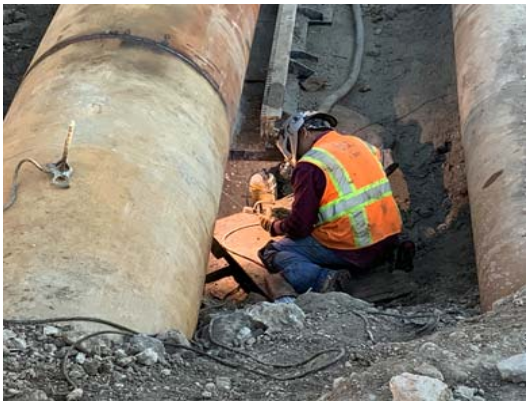
JUNE 2020 IN REVIEW

06/05/2020: BCMUD Water line: QA Construction continued to excavate south end of 42" encasement pipe to expedite the re-bore of the encasement. Subcontractor Mustang Excavation completed the re-bore and installed the 42" encasement pipe to straight-line grade.

06/12/2020: BCMUD Water line: The excavation for the 42" encasement was completed. The 24" water line was placed into the encasement, and the pressure and chlorination testing was performed on all water lines. The void around the encasement was filled with concrete flowable fill material. Ties were made between the 12" and 24" water lines for BCMUD.

06/19/2020: BCMUD Water line: Water line connections were completed for the BCMUD 6", 12" and 24" water lines. After completion of the water line connections, concrete thrust blocks were poured, and the abandoned pipe was pressure grouted. The work pits were backfilled. Fern Bluff MUD Water line: The remaining Fern Bluff MUD 12" water line connections will be scheduled.

06/26/2020: BCMUD Water line: QA Construction cleaned the work area and the staging area, and hauled off spoils. Sidewalk repairs began. Substantial Completion was achieved as of 6/18/20.



Design Engineer: Cobb Fendley
Contractor: QA Construction
Construction Observation:
Clayton Weber, HNTB

Williamson County
Road Bond Program

HNTB

Great Oaks Water Line Relocations
Project No. 3185

Original Contract Price = $1,325,000.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
1/7/2020	2/4/2020	2/19/2020	2/24/2020	6/18/2020		60	0	60

Invoice	Beginning	Ending	Days	Current	Invoice	Current	Total	% ($)	% Time
1	2/24/2020	3/2/2020	8	$336,836.04	$336,836.04	$37,426.23	$37,426.23	25	13
2	3/2/2020	3/27/2020	26	$359,779.20	$696,615.24	$39,975.46	$77,401.69	52	57
3	3/28/2020	5/5/2020	39	$493,633.29	$1,190,248.53	$54,848.15	$132,249.84	88	122

7/3/2020 Comments - A Request for Substantial Completion was received requesting time charges stop on 6/18/20.

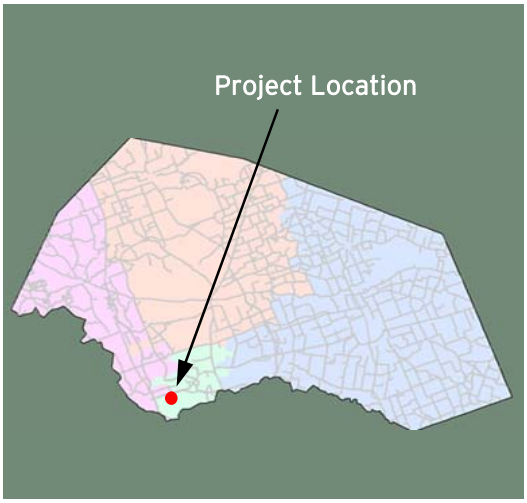
Change Order Number	Approved	Cost This CO	Total COs
01	6/2/2020	$30,099.11	$ 30,099.11

3F: County Convenience. Additional work desired by the County. This Change Order adds work to prevent bats from roosting under the Great Oaks Bridge over Brushy Creek. This item is being added to the project so that the work can be performed during the winter season.

Change Order Number	Approved	Cost This CO	Total COs
02	6/2/2020	$140,830.73	$ 170,929.84

4B: Third Party Accommodation. Third party requested work. This Change Order adds revisions to the Brushy Creek MUD water line design that did not make it into the original plans.

Adjusted Price = $1,495,929.84



Forest North Phase 3
(Residential Drainage of the Forest North subdivision)

Project Length: Residential Neighborhood
Roadway Classification: Drainage Improvements

Project Schedule: June 2020 - January 2022
Estimated Construction Cost: $4.8 Million

JUNE 2020 IN REVIEW

06/05/2020: The preconstruction meeting was held on Monday (6/1/20). DeNucci Constructors began potholing the COA water lines at various locations in the Braes Valley Zone. Subcontractor Fuquay installed various erosion control measures. Time charges for this project begin on 6/11/20.

06/12/2020: DeNucci Constructors began installing the COA 8" water line on Braes Valley Street in the Braes Valley Zone. Time charges for this project began on 6/11/20.

06/19/2020: The COA 8" water line continued to be installed on Braes Valley Street in the Braes Valley Zone.

06/26/2020: The COA 8" water lines on Braes Valley Street and on Perthshire Street were completed in the Braes Valley Zone. Tie-ins to services have begun.

Design Engineer: LJA Engineering
Contractor: Capital Excavation
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

HNTB

Forest North Phase 3
Project No. 3866

Original Contract Price = $4,793,058.15

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
4/23/2020	5/5/2020	6/1/2020	6/11/2020				600	0	600

Invoice	Beginning	Ending	Days	Current	Invoice	Current	Total	% ($)	% Time
1	6/11/2020	6/30/2020	20	$162,371.70	$162,371.70	$18,041.30	$18,041.30	4	3

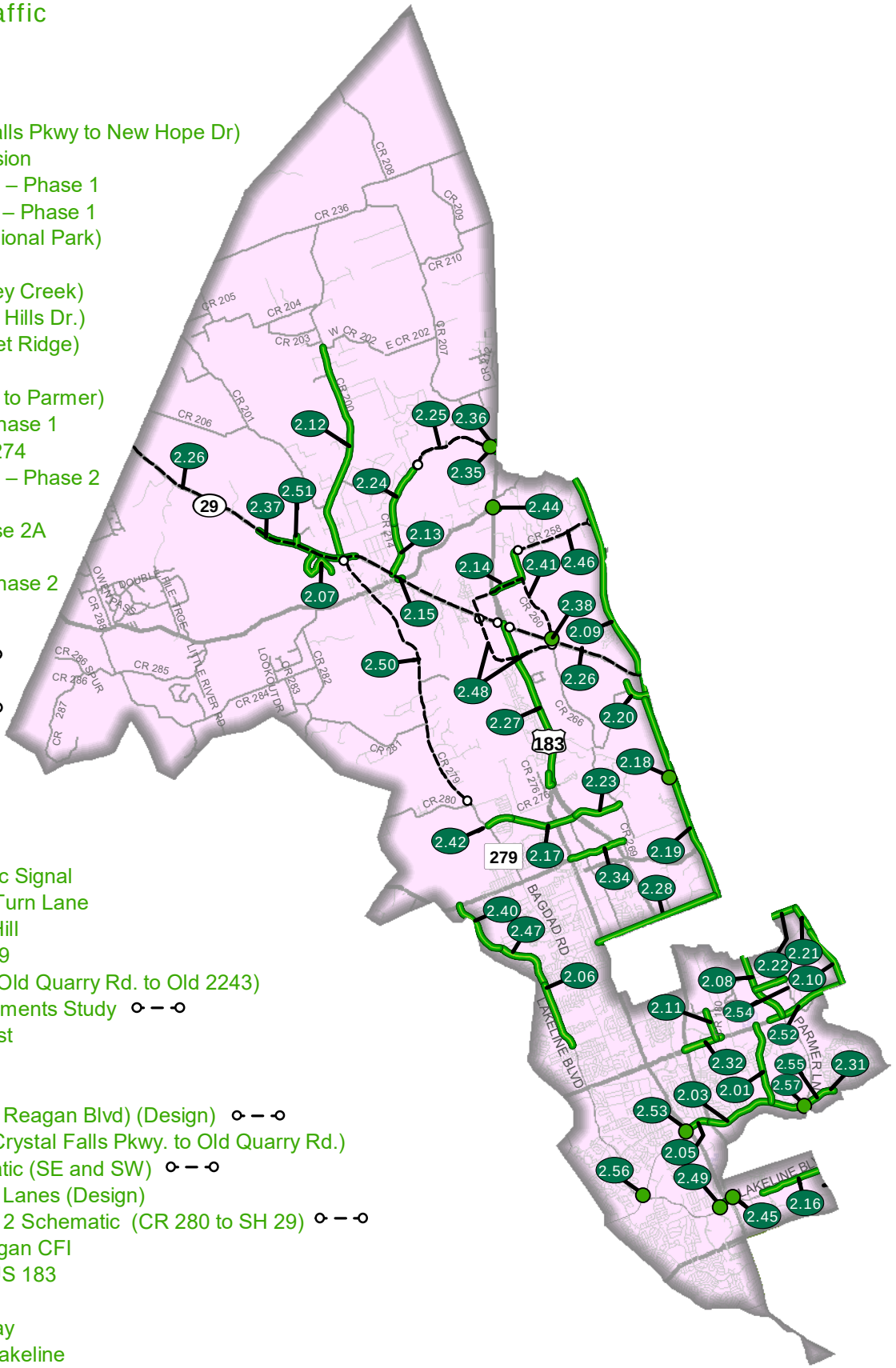
7/3/2020 Comments - The Notice to Proceed was issued 6/1/10 with Time Charges beginning 6/11/20.

Adjusted Price = $4,793,058.15

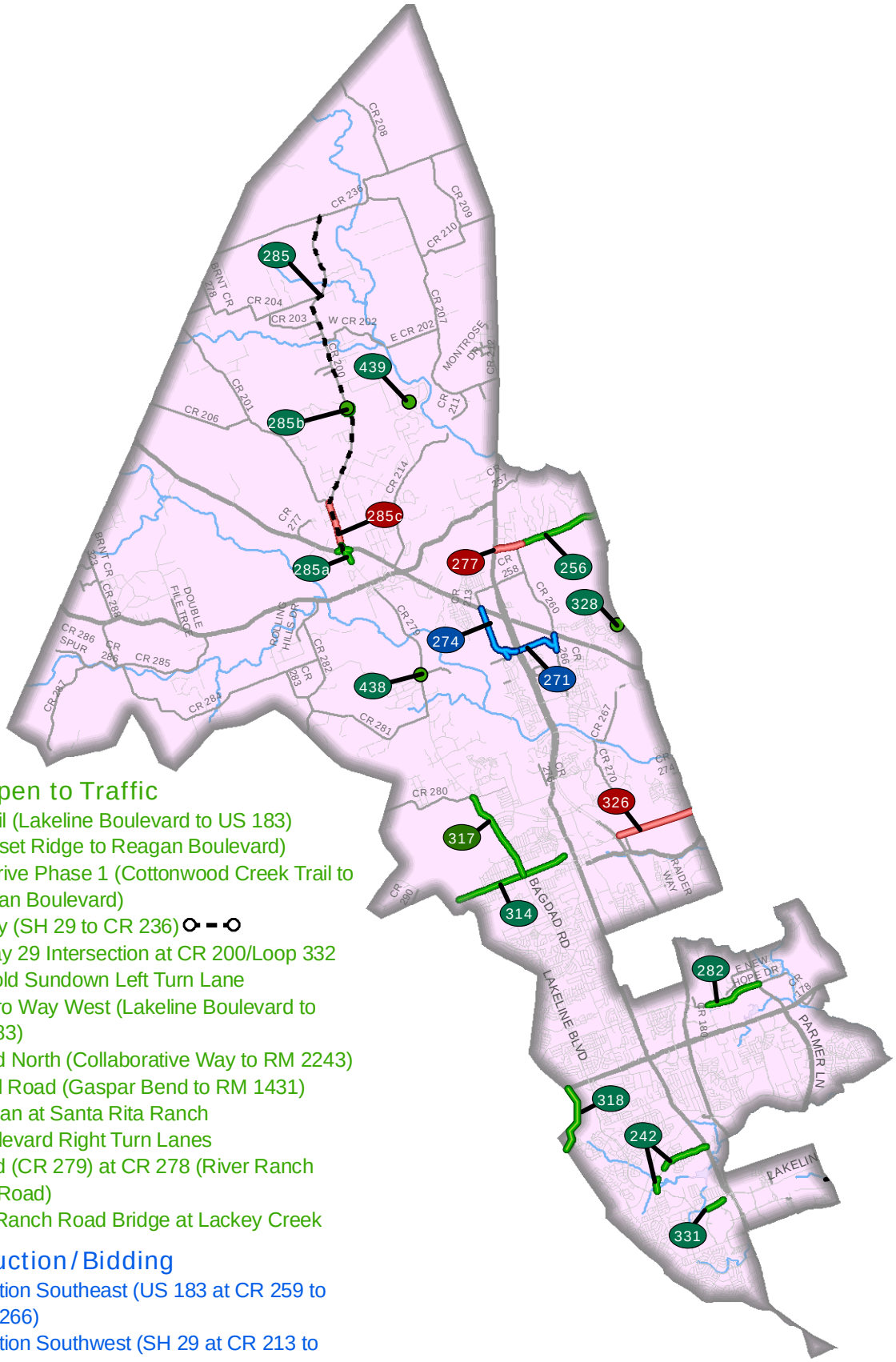
2006 Road Bond Program Projects
Precinct 2 - Commissioner Long

Completed/Open to Traffic

2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South – Phase 1
2.09 Ronald W. Reagan North – Phase 1
2.10 CR 175 (RM 1431 to Regional Park)
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Dr.)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 RM 1869 at SH 29
2.16 Lakeline Blvd. (Lyndhurst to Parmer)
2.17 San Gabriel Parkway – Phase 1
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South – Phase 2
2.20 Kauffman Loop
2.21 CR 175 Extension – Phase 2A
2.22 CR 179
2.23 San Gabriel Parkway – Phase 2
2.24 CR 214 – Phase 2A
2.25 CR 214 – Phase 2B Schematic
2.26 SH 29 Improvements Study & Schematic
2.27 US 183 (PTF)
2.28 CR 272
2.31 Brushy Creek Road
2.32 RM 1431
2.34 Hero Way
2.35 US 183 at FM 3405 Traffic Signal
2.36 US 183 at FM 3405 Left Turn Lane
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at SH 29
2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
2.41 Seward Junction Improvements Study
2.42 San Gabriel Parkway West
2.44 US 183 at RM 1869
2.45 Lakeline Blvd. at US 183
2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design)
2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW)
2.49 Lakeline Blvd. Right Turn Lanes (Design)
2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29)
2.52 RM 1431 at Parmer/ Reagan CFI
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay
2.56 Cypress Creek Road at Lakeline
2.57 Brushy Creek Road at Parmer Lane



2013 Road Bond Program Projects
Precinct 2 - Commissioner Long



Completed/Open to Traffic

242 Little Elm Trail (Lakeline Boulevard to US 183)
256 CR 258 (Sunset Ridge to Reagan Boulevard)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
285 CR 200 Study (SH 29 to CR 236)
285a State Highway 29 Intersection at CR 200/Loop 332
285b CR 200 at Bold Sundown Left Turn Lane
314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
317 Bagdad Road North (Collaborative Way to RM 2243)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita Ranch
331 Lakeline Boulevard Right Turn Lanes
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
439 San Gabriel Ranch Road Bridge at Lackey Creek

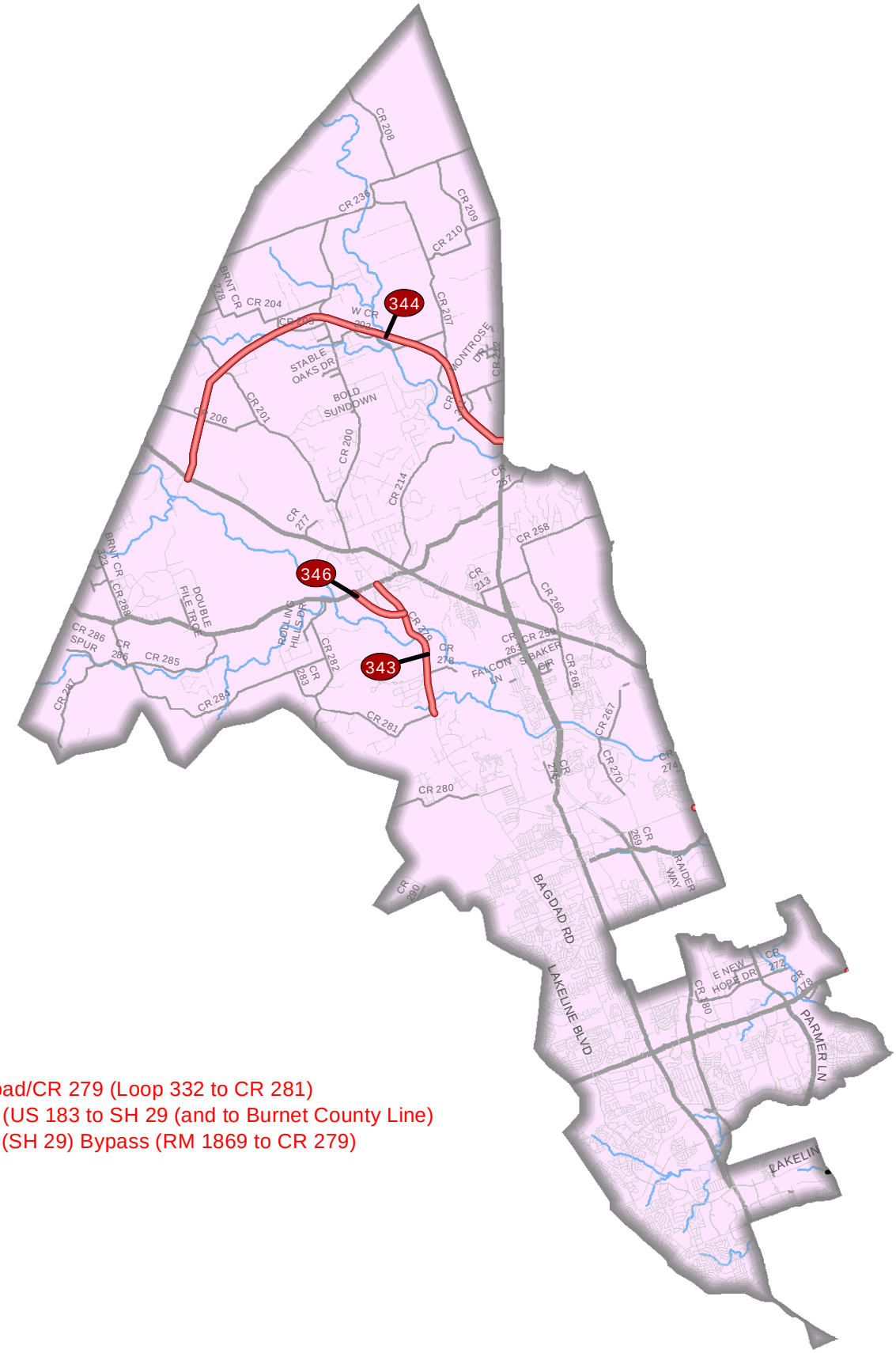
Under Construction/Bidding

271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)

In Design

277 CR 258 Extension (US 183 to Sunset Ridge Drive)
285c CR 200 (CMTA Railroad to CR 201)
326 RM 2243 Realignment (183A to Southwest Bypass)

2019 Road Bond Program Projects
Precinct 2 - Commissioner Long



In Design

343 Bagdad Road/CR 279 (Loop 332 to CR 281)
344 Corridor I2 (US 183 to SH 29 (and to Burnet County Line)
346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)

Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
Project No. 1805-229

Original Contract Price = $2,959,000.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
8/15/2018	9/11/2018	10/18/2018	10/28/2018	2/13/2020		480		480

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	10/28/2018	12/31/2018	65	$7,296.69	$7,296.69	$810.74	$810.74	0	14
2	1/1/2019	1/31/2019	31	$204,653.21	$211,949.90	$22,739.25	$23,549.99	8	20
3	2/1/2019	2/28/2019	28	$159,772.72	$371,722.62	$17,752.52	$41,302.51	14	26
4	3/1/2019	3/31/2019	31	$137,964.55	$509,687.17	$15,329.40	$56,631.91	19	32
5	4/1/2019	4/30/2019	30	$194,875.30	$704,562.47	$21,652.81	$78,284.72	26	39
6	5/1/2019	5/31/2019	31	$136,748.31	$841,310.78	$15,194.26	$93,478.98	31	45
7	6/1/2019	6/30/2019	30	$1,833.75	$843,144.53	$203.75	$93,682.73	31	51
8	7/1/2019	7/31/2019	31	$52,512.42	$895,656.95	$5,834.67	$99,517.40	33	58
9	8/1/2019	8/31/2019	31	$200,547.82	$1,096,204.77	$22,283.13	$121,800.53	40	64
10	9/1/2019	9/30/2019	30	$207,014.36	$1,303,219.13	$23,001.60	$144,802.13	48	70
11	10/1/2019	10/31/2019	31	$236,499.39	$1,539,718.52	$26,277.71	$171,079.84	57	77
12	11/1/2019	11/30/2019	30	$123,864.67	$1,663,583.19	$13,762.74	$184,842.58	61	83
13	12/1/2019	12/31/2019	31	$137,437.19	$1,801,020.38	$15,270.80	$200,113.38	66	90
14	1/1/2020	1/31/2020	31	$603,824.45	$2,404,844.83	$67,091.60	$267,204.98	88	96
15	2/1/2020	2/29/2020	14	$78,833.21	$2,483,678.04	$8,759.25	$275,964.23	91	99
16	3/1/2020	3/31/2020	0	$22,139.83	$2,505,817.87	$2,459.98	$278,424.21	92	99
17	4/1/2020	4/30/2020	0	$2,202.31	$2,508,020.18	$244.70	$278,668.91	92	99
18	5/1/2020	5/31/2020	0	$23,494.25	$2,531,514.43	$2,610.47	$281,279.38	93	99
19	6/1/2020	6/30/2020	0	$7,866.87	$2,539,381.30	$874.10	$282,153.48	93	99

7/3/2020 Comments - Punchlist items have been completed with the exception of grass growth.

Change Order Number	Approved	Cost This CO	Total COs
01	11/26/2019	$53,416.00	$ 53,416.00

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.

Change Order Number	Approved	Cost This CO	Total COs
02	5/19/2020	$7,944.11	$ 61,360.11

3F: County Convenience. Additional work desired by the County. This Change Order adds new property fence on the south side of the River Ranch Park Road to replace the existing old wire fence as requested by the County's Parks Department. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) This Change Order adjusts the quantities of Type D fencing and Type 1 gate as a result of addressing difference in site conditions. The proposed wire fence and gate on west side right of way in front of Highland Oaks subdivision is no longer needed. Also, the driveways at Sta 549+19 and 566+64 have recessed gates and do not require new gates to be installed.

Adjusted Price = $3,020,360.11

San Gabriel Ranch Road Bridge at Lackey Creek (Remuda Drive to San Gabriel Ranch Road)
Project No. 1807-252 Original Contract Price = $1,425,301.90

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
9/5/2018	9/18/2018	10/12/2018	10/22/2018	3/7/2020		125		125

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/1/2018	11/30/2018	0	$20,025.00	$20,025.00	$2,225.00	$2,225.00	2	0
2	12/1/2018	12/31/2018	0	$6,088.77	$26,113.77	$676.53	$2,901.53	2	0
3	1/1/2019	1/31/2019	0	$12,825.00	$38,938.77	$1,425.00	$4,326.53	3	0
4	2/1/2019	3/31/2019	0	$14,943.46	$53,882.23	$1,660.38	$5,986.91	4	0
5	4/1/2019	4/30/2019	15	$192,636.00	$246,518.23	$21,404.00	$27,390.91	19	12
6	5/1/2019	5/31/2019	18	$110,889.98	$357,408.21	$12,321.11	$39,712.02	27	26
7	6/1/2019	6/30/2019	12	$39,727.80	$397,136.01	$4,414.20	$44,126.22	30	36
8	7/1/2019	7/31/2019	20	$69,883.20	$467,019.21	$7,764.80	$51,891.02	36	52
9	8/1/2019	9/30/2019	43	$320,467.68	$787,486.89	$35,607.52	$87,498.54	60	86
10	10/1/2019	10/31/2019	17	$36,404.24	$823,891.13	$4,044.92	$91,543.46	63	100
11	11/1/2019	11/30/2019	10	$56,562.93	$880,454.06	$6,284.77	$97,828.23	67	108
12	12/1/2019	12/31/2019	20	$201,899.25	$1,082,353.31	$22,433.25	$120,261.48	82	124
13	1/1/2020	1/31/2020	20	$75,223.62	$1,157,576.93	$8,358.18	$128,619.66	88	140
14	2/1/2020	2/29/2020	5	$20,428.20	$1,178,005.13	$2,269.80	$130,889.46	90	144
15	3/1/2020	3/31/2020	4	$84,133.56	$1,262,138.69	$9,348.17	$140,237.63	96	147
16	4/1/2020	4/30/2020	0	$949.72	$1,263,088.41	$105.53	$140,343.16	96	147
17	5/1/2020	6/30/2020	0	$9,210.11	$1,272,298.52	$1,023.34	$141,366.50	97	147

7/3/2020 Comments - Punchlist items are completed with the exception of grass growth.

Change Order Number	Approved	Cost This CO	Total COs
01	5/21/2019	$16,166.09	$ 16,166.09

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). This change order compensates the Contractor for the exploratory work to unclog an existing culvert pipe to expedite dewatering of the pond prior to the start of construction. 6C: Untimely ROW/Utilities. Utilities not clear. This change order compensates the Contractor for the additional cost of double handling rock riprap material caused by the delay in relocation of the AT&T line.

Change Order Number	Approved	Cost This CO	Total COs
02	2/11/2020	$5,811.00	$ 21,977.09

1A: Design Error or Omission. Incorrect PSE. This Change Order adds a new item to compensate the Contractor for the cost to fabricate and deliver slot drain cover plates that was deleted from the project. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order replaces lime treatment with an additional 6" of flexible base.

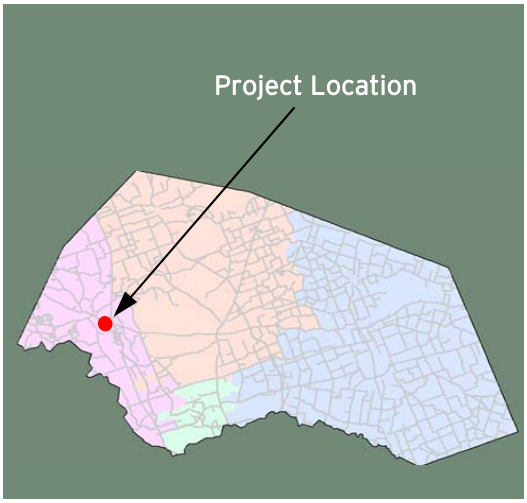
Change Order Number	Approved	Cost This CO	Total COs
03	4/21/2020	$2,803.82	$ 24,780.91

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (item 9). Two water services were discovered on the existing water line during construction that the not called out in the plans. This change order adds a double service to the new water line. 3G: County Convenience. Compliance requirements of new laws and/or policies. This change order upgrades the guard rail end treatments to the most current TxDOT standard.

Change Order Number	Approved	Cost This CO	Total COs
04	5/19/2020	$10,233.46	$ 35,014.37

2J: Differing Site Conditions (unforeseeable). Other. This Change Order compensates the Contractor for the labor and equipment costs to reprocess flexible base on the west roadway approach due to a water line break on Remuda Drive.

Adjusted Price = $1,460,316.27



Seward Junction Improvements
(SH 29 to CR 266 & CR 266 South of 259 to SH 29)

Project Length: 2.9 Miles
Roadway Classification: Minor Urban Collector

Project Schedule: May 2019 - December 2020
Estimated Construction Cost: $13.4 Million

JUNE 2020 IN REVIEW

06/05/2020 Southwest: Subcontractor GK Construction tied steel for the turn lanes into Tx Materials along the eastbound roadway. Jordan Foster formed and hand-poured 6' wide outside shoulder on the westbound side approaching CR 263. Type II curb and gutter for the radii at CR 263 intersection were formed and poured. **Southeast:** The Contractor formed and hand-poured 10' wide eastbound shoulder sections at Bridge E and F. The continually reinforced concrete pavement was placed for the westbound shoulder. The west half of the PEC driveway was formed, and the concrete was placed. Ditch grading and topsoil placement continued along the edge of pavement between the PEC Pond and Channel E.

06/16/2020: Southwest: The Contractor began forming and pouring the tie-in section for Seward Junction Southwest, approaching southbound US-183, and the crossover at CR 263. Subcontractor Penhall began profile grinding concrete pavement. Medians between eastbound and westbound Southwest Seward Junction at the CR 263 intersection were backfilled. **Southeast:** Excavation for Channel E at the upstream side of the Bridge E continued. Placement of topsoil in the westbound ditch continued. Subcontractor Penhall finished saw cutting concrete pavement to be removed and replaced at the proposed CR 259/CR 266 intersection.

Design Engineer: K Friese and Aguirre & Fields
Contractor: Jordan Foster Construction
Construction Observation:
Steven Shull / Feng Chen, HNTB

Williamson County
Road Bond Program

HNTB

Seward Junction Improvements (SH 29 to CR 266 & CR 259 to SH 29)
Project No. 1812-282

Original Contract Price = $13,270,258.10

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
12/19/2018	3/5/2019	4/22/2019	5/2/2019				540		540

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/2/2019	6/30/2019	60	$1,138,506.71	$1,138,506.71	$126,500.75	$126,500.75	9	11
2	7/1/2019	7/31/2019	31	$900,193.70	$2,038,700.41	$100,021.52	$226,522.27	17	17
3	8/1/2019	8/31/2019	31	$500,440.00	$2,539,140.41	$55,604.44	$282,126.71	21	23
4	9/1/2019	9/30/2019	30	$781,187.35	$3,320,327.76	$86,798.60	$368,925.31	28	28
5	10/1/2019	10/31/2019	31	$629,436.02	$3,949,763.78	$69,937.33	$438,862.64	33	34
6	11/1/2019	11/30/2019	30	$278,357.53	$4,228,121.31	$30,928.62	$469,791.26	35	39
7	12/1/2019	12/31/2019	31	$499,295.12	$4,727,416.43	$55,477.23	$525,268.49	39	45
8	1/1/2020	1/31/2020	31	$507,587.04	$5,235,003.47	$56,398.56	$581,667.05	43	51
9	2/1/2020	2/29/2020	29	$495,830.37	$5,730,833.84	$55,092.26	$636,759.31	48	56
10	3/1/2020	3/31/2020	31	$1,495,940.26	$7,226,774.10	-$256,402.78	$380,356.53	57	62
11	4/1/2020	4/30/2020	30	$925,168.98	$8,151,943.08	$48,693.11	$429,049.64	64	68
12	5/1/2020	5/31/2020	31	$751,064.06	$8,903,007.14	$39,529.68	$468,579.32	70	73

Change Order Number	Approved	Cost This CO	Total COs
01	2/28/2020	$112,306.36	$ 112,306.36

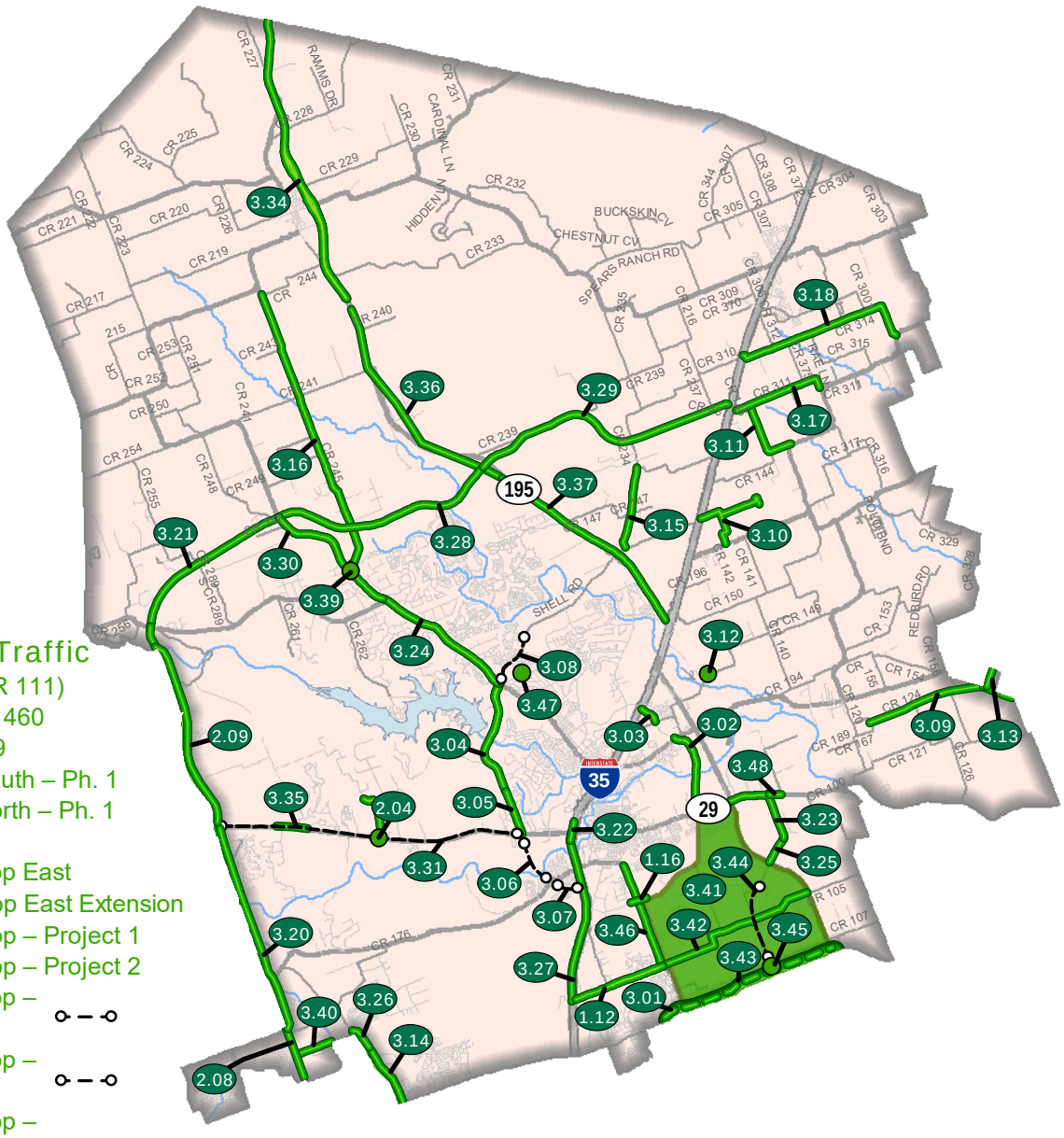
1A: Design Error or Omission. Incorrect PS&E. This change order revises items and quantities that were entered incorrectly or omitted in the bid tab for Seward Junction SW, Seward Junction SE and PEC Pond.

Change Order Number	Approved	Cost This CO	Total COs
02	6/16/2020	$9,946.75	$ 122,253.11

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a pay item to adjust existing manholes located within the ROW to match finish grade. The manholes are on the existing LCRA line that runs through the project. The manholes were shown in the plans but a bid item to cover the cost of the adjustments to these manholes were not included in the original plans.

Adjusted Price = $13,392,511.21

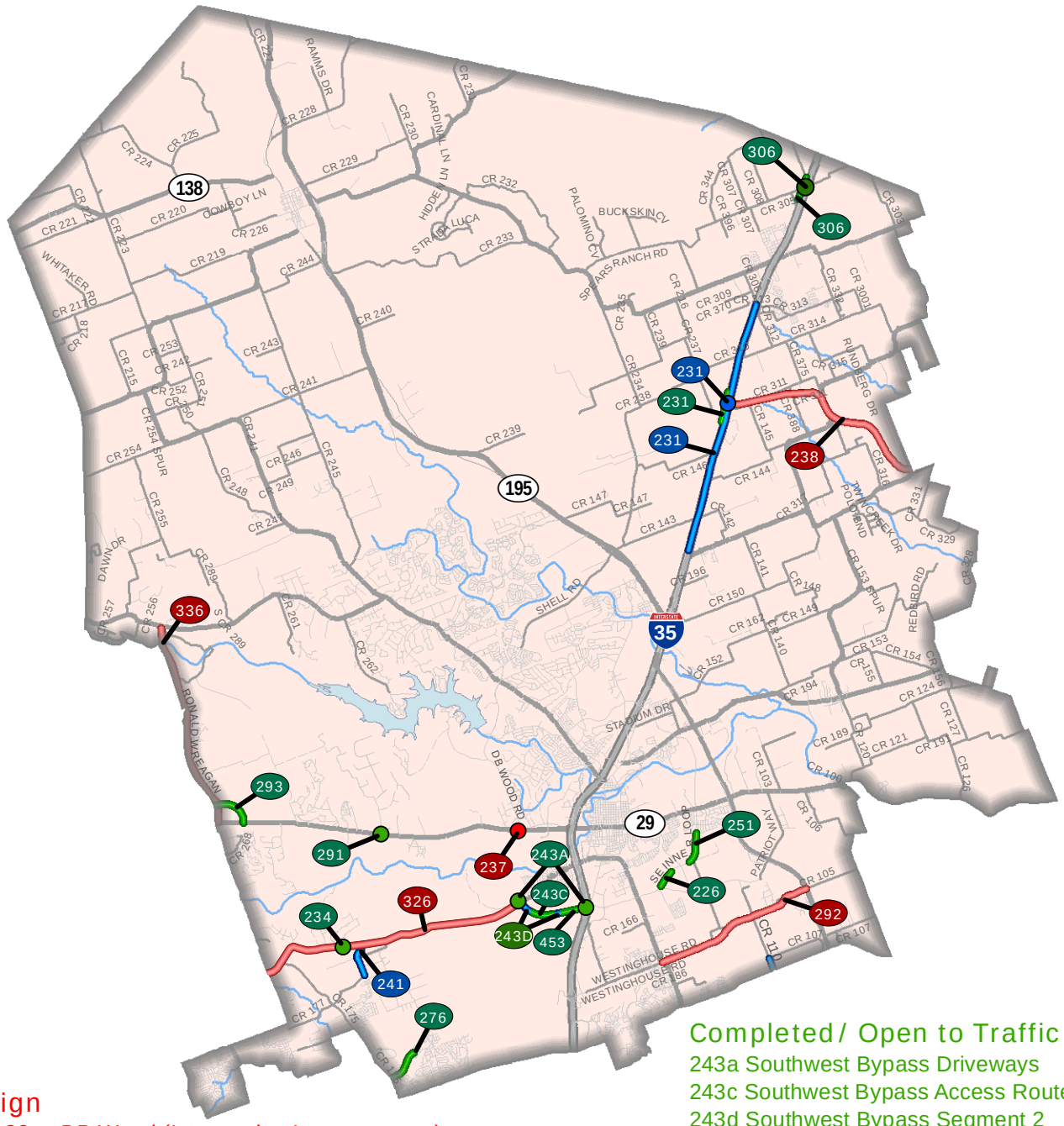
2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey



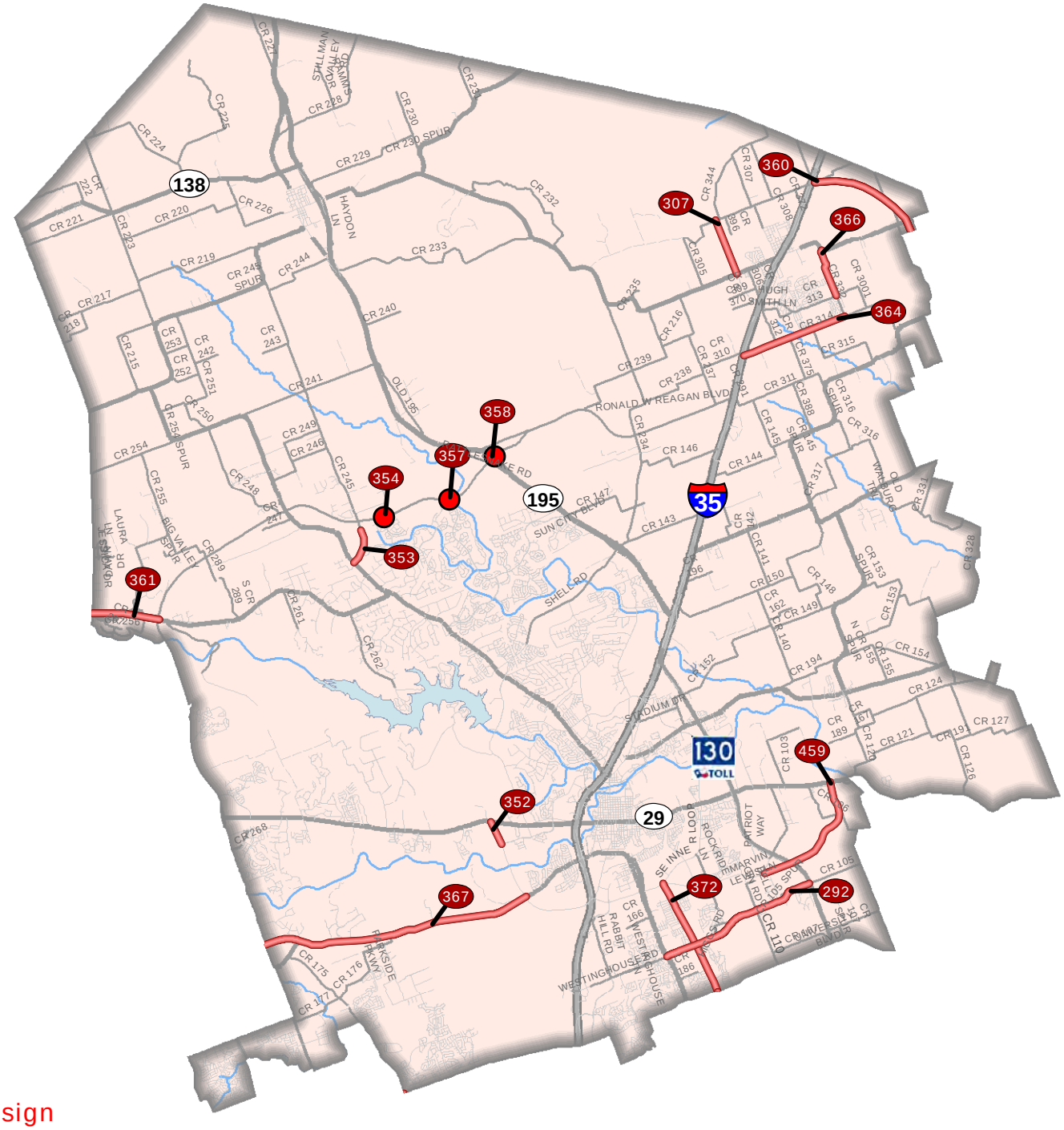
Completed / Open to Traffic

1.12 Westinghouse Rd. (CR 111)
1.16 SE Inner Loop at FM 1460
2.04 Cedar Hollow at SH 29
2.08 Ronald W. Reagan South – Ph. 1
2.09 Ronald W. Reagan North – Ph. 1
3.01 FM 1460 to CR 110
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop – Project 1
3.05 Georgetown Inner Loop – Project 2
3.06 Georgetown Inner Loop – Project 3 Study
3.07 Georgetown Inner Loop – Project 4 Study
3.08 Georgetown Inner Loop – Project 5 Study
3.09 CR 124
3.10 CR 142
3.11 CR 145
3.12 CR 152 Bridge Replacement
3.13 CR 157
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.20 Ronald W. Reagan South - Phase 2
3.21 Ronald W. Reagan North - Phase 2
3.22 IH-35 at SH 29 Turnarounds (PTF)
3.48 SH 29 Widening - 12" Water Main Relocation
3.23 SH 29/CR 104 – Phase 1
3.24 Williams Drive (RM 2338)
3.25 CR 104 – Phase 2
3.26 CR 175 Extension - Phase 2A
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.31 SH 29 Improvements Study & Schematic
3.34 SH 195 Project 1
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (design)
3.43 University Blvd. (Chandler Rd) Expansion (Design)
3.44 CR 110 North (North of CR 107 to North of Sam Houston) (Design)
3.45 CR 110 Middle (North of Limmer Loop to CR 107)
3.46 FM 1460 North
3.47 Madrid Drive Extension

2013 Road Bond Program Projects
Precinct 3 - Commissioner Covey



2019 Road Bond Program Projects
Precinct 3 - Commissioner Covey



In Design

292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
307 Bud Stockton Extension (CR 305 to FM 487)
352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)
353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
354 Ronald Reagan at Silver Spur Boulevard
357 Ronald Reagan at Sun City Boulevard
358 SH 195 at Ronald Reagan Boulevard
360 Corridor E5 (Ronald Reagan Extension/Corridor D to IH 35/CR 305)
361 Corridor I1 (Ronald Reagan Boulevard to US 183)
364 CR 314 Safety Improvement (IH 35 Northbound Frontage Rd to East of CR 301)
366 CR 332 Realignment (South of FM 487 to North of CR 313)
367 RM 2243 (Ronald Reagan Boulevard to Southwest Bypass)
370 MoKan (Georgetown Inner Loop to University Boulevard)
459 Southeast Inner Loop Extension (Corridor C) (Sam Houston Avenue at Patriot Way to SH 29)

Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
Project No. 1803-219

Original Contract Price = $8,087,943.77

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
5/9/2018	6/19/2018	9/14/2018	9/24/2018	1/27/2020			420	65	485

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/24/2018	10/25/2018	32	$650,245.50	$650,245.50	$72,249.50	$72,249.50	8	7
2	10/26/2018	11/25/2018	31	$282,139.19	$932,384.69	$31,348.80	$103,598.30	12	13
3	11/26/2018	12/25/2018	30	$935,358.18	$1,867,742.87	$103,928.69	$207,526.99	24	19
4	12/26/2018	1/25/2019	31	$150,358.76	$2,018,101.63	$16,706.52	$224,233.51	26	26
5	1/26/2019	2/25/2019	31	$87,117.34	$2,105,218.97	$9,679.71	$233,913.22	27	32
6	2/26/2019	3/25/2019	28	$658,360.62	$2,763,579.59	$73,151.18	$307,064.40	36	38
7	3/26/2019	4/25/2019	31	$368,480.57	$3,132,060.16	$40,942.28	$348,006.68	41	44
8	4/26/2019	5/25/2019	30	$518,691.89	$3,650,752.05	$57,632.43	$405,639.11	47	50
9	5/26/2019	6/25/2019	31	$525,821.36	$4,176,573.41	$58,424.60	$464,063.71	54	57
10	6/26/2019	7/25/2019	30	$188,830.60	$4,365,404.01	$20,981.18	$485,044.89	56	63
11	7/26/2019	8/25/2019	31	$468,383.65	$4,833,787.66	-$230,635.01	$254,409.88	59	69
12	8/26/2019	9/25/2019	31	$246,380.33	$5,080,167.99	$12,967.38	$267,377.26	62	76
13	9/26/2019	10/25/2019	30	$469,622.82	$5,549,790.81	$24,716.99	$292,094.25	68	82
14	10/26/2019	11/25/2019	31	$310,326.66	$5,860,117.47	$16,332.98	$308,427.23	72	88
15	11/26/2019	12/25/2019	30	$456,292.80	$6,316,410.27	$24,015.41	$332,442.64	77	94
16	12/26/2019	1/25/2020	31	$887,873.95	$7,204,284.22	$46,730.21	$379,172.85	88	101
17	1/26/2020	2/25/2020	2	$474,385.50	$7,678,669.72	-$222,465.31	$156,707.54	91	101
18	2/26/2020	3/25/2020		$4,704.38	$7,683,374.10	$96.01	$156,803.55	91	101
19	3/26/2020	4/25/2020		$360,076.76	$8,043,450.86	$7,348.51	$164,152.06	96	101
20	4/26/2020	5/25/2020		$58,235.24	$8,101,686.10	$1,188.47	$165,340.53	96	101

7/3/2020 Comments - Punchlist items are completed. Closeout items are being received.

Change Order Number	Approved	Cost This CO	Total COs
01	4/7/2020	$300,284.59	$ 300,284.59

3F: County Convenience. Additional work desired by the County. A ROW agreement with Texas Crushed Stone (TCS) required that 6 driveways be installed on the project and the locations and details were added to the plans after construction began. In addition to the driveways, per Williamson County's request, the southbound frontage road will be converted to two-way to allow eastbound SW Bypass traffic to access the Inner Loop directly. 3E & 3H: County Convenience. Reduction of future maintenance. Cost savings opportunity discovered during construction. Elimination of Wall 6 is safer for the travelling public and will reduce future maintenance costs. 2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). Excavation adjacent to the ROW required the placement of additional metal beam guard fence (MBGF) to protect the travelling public. Also, during construction, excavation near the pond diverted water across a driveway, therefore it was necessary to place concrete pipe (RCP) to channel the water into the pond.

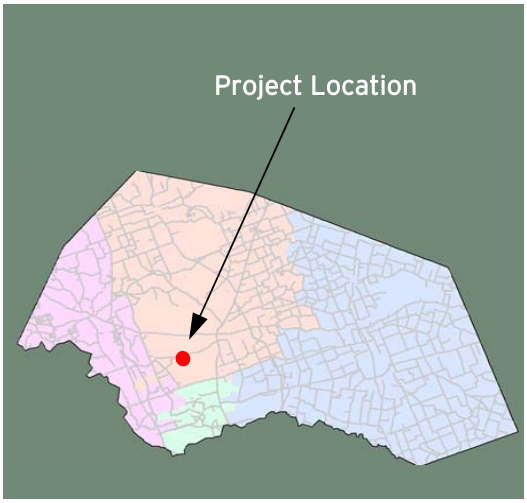
Change Order Number	Approved	Cost This CO	Total COs
02	4/7/2020	$155,032.95	$ 455,317.54

3F: County Convenience. Additional work desired by the County. This Change Order pays for the completion of the signal at RM 2243/Southwest Bypass. The original plans only required the Contractor to install signal poles and illumination. The mast arms were to be delivered to the City of Georgetown for later installation. After the project began, the section of the Bypass constructed by the City of Georgetown opened and a signal warrant study was performed that indicated the intersection met warrants. This Change Order adds pay items for the signal heads, controller cabinet, wiring, vehicle detection system, and the labor and equipment to complete the work for a fully functional signal. This Change order also provides for the payment of retaining wall costs already incurred for Wall 6, prior to the decision to delete that wall from the Contract. Through discussions with the landowner and Engineer, the County decided to remove Wall 6 for safety concerns, maintenance issues and cost savings. It was also decided by the County to install 7 additional cliff overhang gates through negotiations with the landowner.

Change Order Number	Approved	Cost This CO	Total COs
03	4/7/2020	$48,061.86	$ 503,379.40

3F: County Convenience. Additional work desired by the County. This Change Order for the tree preservation, trimming, and debris removal. An arborist is required to determine the protection for trees in the work zone. A fence is included in this Change Order for tree protection

Adjusted Price = $8,591,323.17



CR 176 at RM 2243
(RM 2243 at Parkside Parkway)

Project Length: 1 Mile
Roadway Classification: Rural Arterial

Project Schedule: August 2019 - September 2020
Estimated Construction Cost: $2.7 Million

JUNE 2020 IN REVIEW

06/05/2020: Subcontractor Bryant & Frey began the 42" jack and bore under RM 2243. Subcontractor Flasher completed Type 1 striping on the project.

06/12/2020: Subcontractor Bryant & Frey finished the 42" jack and bore under RM 2243 and Joe Bland began installing the 42" RCP line north of RM 2243.

06/19/2020: The 42" RCP line north of RM 2243 was installed. The drop inlet on the south side of RM 2243 was installed. Watering continued throughout the project.

06/26/2020: Work on the Shared Use Path will begin when the Change Order is finalized.

Design Engineer: WSB & Associates
Contractor: Joe Bland Construction
Construction Observation:
Feng Chen, HNTB

Williamson County
Road Bond Program

HNTB

CR 176 at RM 2243 (RM 2243 at Parkside Parkway)
Project No. 1901-285

Original Contract Price = $2,447,560.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
1/8/2019	3/26/2019	7/26/2019	8/5/2019			229	0	229

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/5/2019	8/7/2019	3	$72,005.40	$72,005.40	$8,000.60	$8,000.60	3	1
2	8/8/2019	8/31/2019	24	$182,903.40	$254,908.80	$20,322.60	$28,323.20	10	12
3	9/1/2019	9/30/2019	30	$256,030.43	$510,939.23	$28,447.83	$56,771.03	21	25
4	10/1/2019	10/31/2019	31	$404,602.62	$915,541.85	$44,955.84	$101,726.87	37	38
5	11/1/2019	11/30/2019	30	$172,401.65	$1,087,943.50	$19,155.74	$120,882.61	44	52
6	12/1/2019	12/31/2019	31	$49,862.16	$1,137,805.66	$5,540.24	$126,422.85	46	65
7	1/1/2020	1/31/2020	31	$4,983.70	$1,142,789.36	$553.75	$126,976.60	47	79
8	2/1/2020	2/29/2020	29	$350,483.90	$1,493,273.26	-$48,383.27	$78,593.33	58	91
9	3/1/2020	3/31/2020	31	$148,264.69	$1,641,537.95	$7,803.40	$86,396.73	64	105
10	4/1/2020	4/30/2020	30	$232,512.45	$1,874,050.40	$12,237.50	$98,634.23	73	118
11	5/1/2020	5/31/2020	31	$20,527.25	$1,894,577.65	$1,080.38	$99,714.61	73	131
12	6/1/2020	6/30/2020	30	$239,695.54	$2,134,273.19	$12,615.56	$112,330.17	83	145

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Change Order Number	Approved	Cost This CO	Total COs
01	12/17/2019	$208,869.67	$ 208,869.67

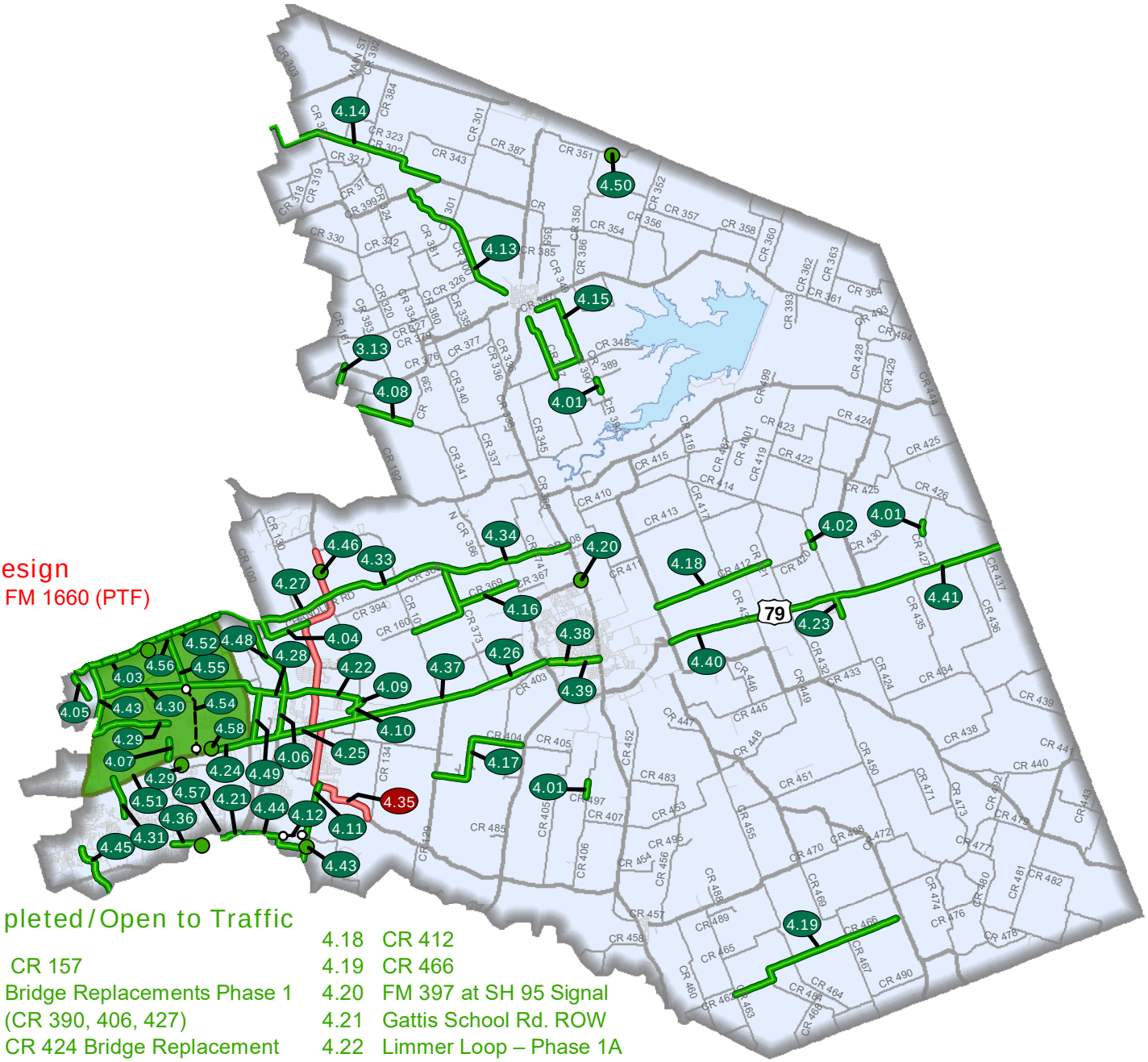
4B: Third Party Accommodation. Third party requested work. This Change Order adds relocation of the existing Brushy Creek Municipal Utility District (BCMUD) water line along CR 176 and revises the City of Georgetown water line relocations on the project.

Change Order Number	Approved	Cost This CO	Total COs
02	6/16/2020	$63,776.63	$ 272,646.30

3F: County Convenience. Additional work desired by the County. This Change Order adds various items of work to the contract, including: removal of an existing driveway, a mail box turnout, a pedestrian curb ramp, wire mesh fencing and gates, realigns a ditch to improve drainage, widens driveway radii, water pumping, storm sewer pipe and safety end treatments at a driveway and milling of asphalt on RM 2243. 2E: County Convenience. Differing site conditions. Miscellaneous difference in site condition (unforeseeable). This change order compensates the contractor for work necessary to find the existing cave and removes a driveway along RM 2243 that was constructed before the job started and not addressed in the plans.

Adjusted Price = $2,720,206.30

2006 Road Bond Program Projects
Precinct 4 - Commissioner Boles



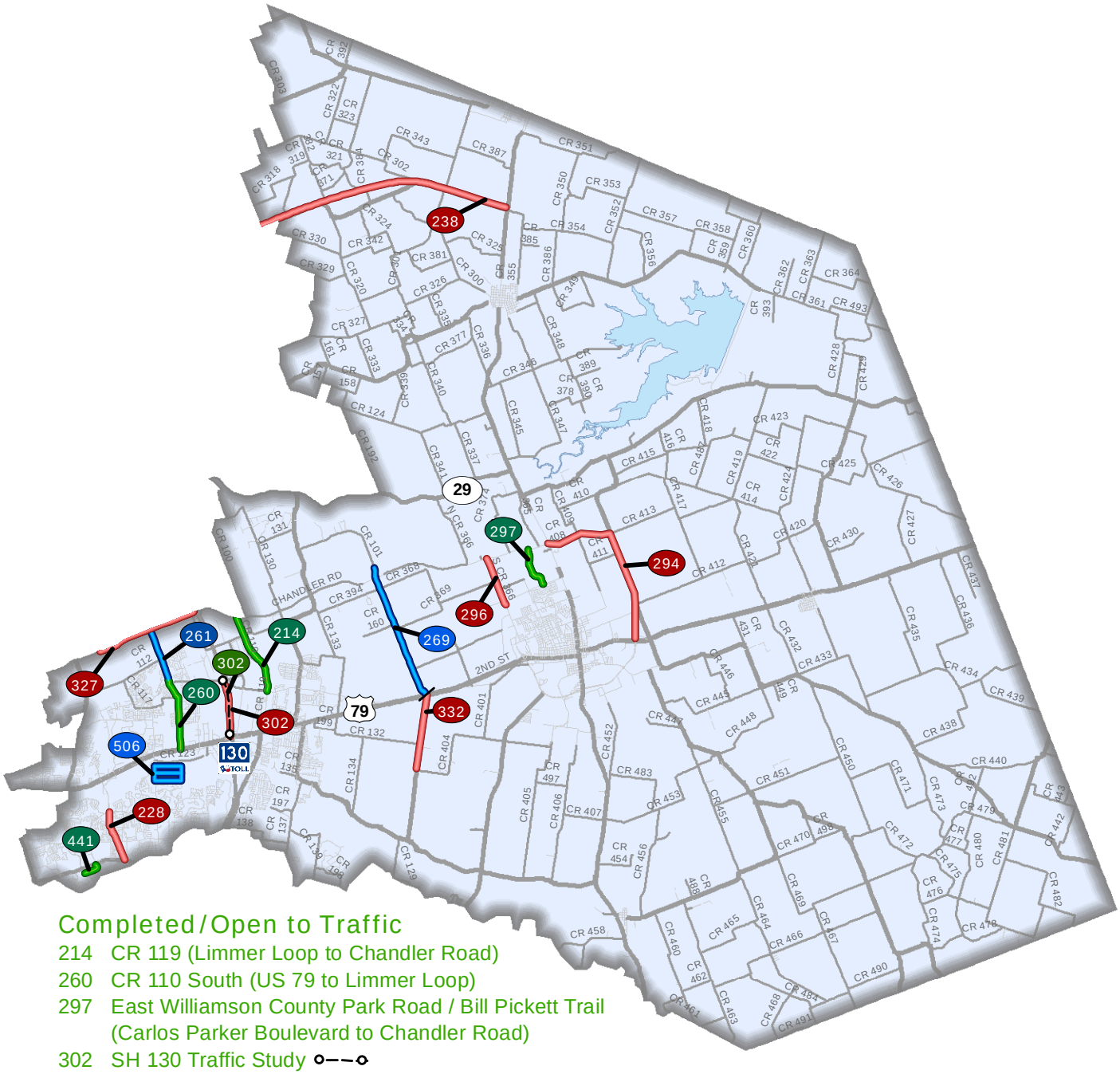
In Design

4.35 FM 1660 (PTF)

Completed / Open to Traffic

3.13 CR 157
4.01 Bridge Replacements Phase 1 (CR 390, 406, 427)
4.02 CR 424 Bridge Replacement
4.03 Chandler Rd. – Phase 1
4.04 CR 100
4.05 CR 112 – Phase 1
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment Study
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW
4.22 Limmer Loop – Phase 1A
4.23 Thrall School Zone
4.24 US 79 – Section 1
4.25 US 79 – Section 2
4.26 US 79 – Section 3A
4.27 Chandler Rd. – Phase 2
4.28 Limmer Loop – Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop – Phase 1C
4.31 Kenney Fort Boulevard – Phase 1
4.33 Chandler Rd. – Phase 3A
4.34 Chandler Rd. – Phase 3B
4.36 Gattis School Road
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.45 CR 170
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110/ Arterial A Study Area
4.52 University Blvd. (Chandler Rd.) Expansion
4.54 CR 110 South - (Design) (US 79 to Limmer Lp)
4.55 CR 110 Middle (North of Limmer Loop to CR 107)
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing

2013 Road Bond Program Projects
Precinct 4 - Commissioner Boles



Completed/Open to Traffic

214 CR 119 (Limmer Loop to Chandler Road)
260 CR 110 South (US 79 to Limmer Loop)
297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
302 SH 130 Traffic Study
441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

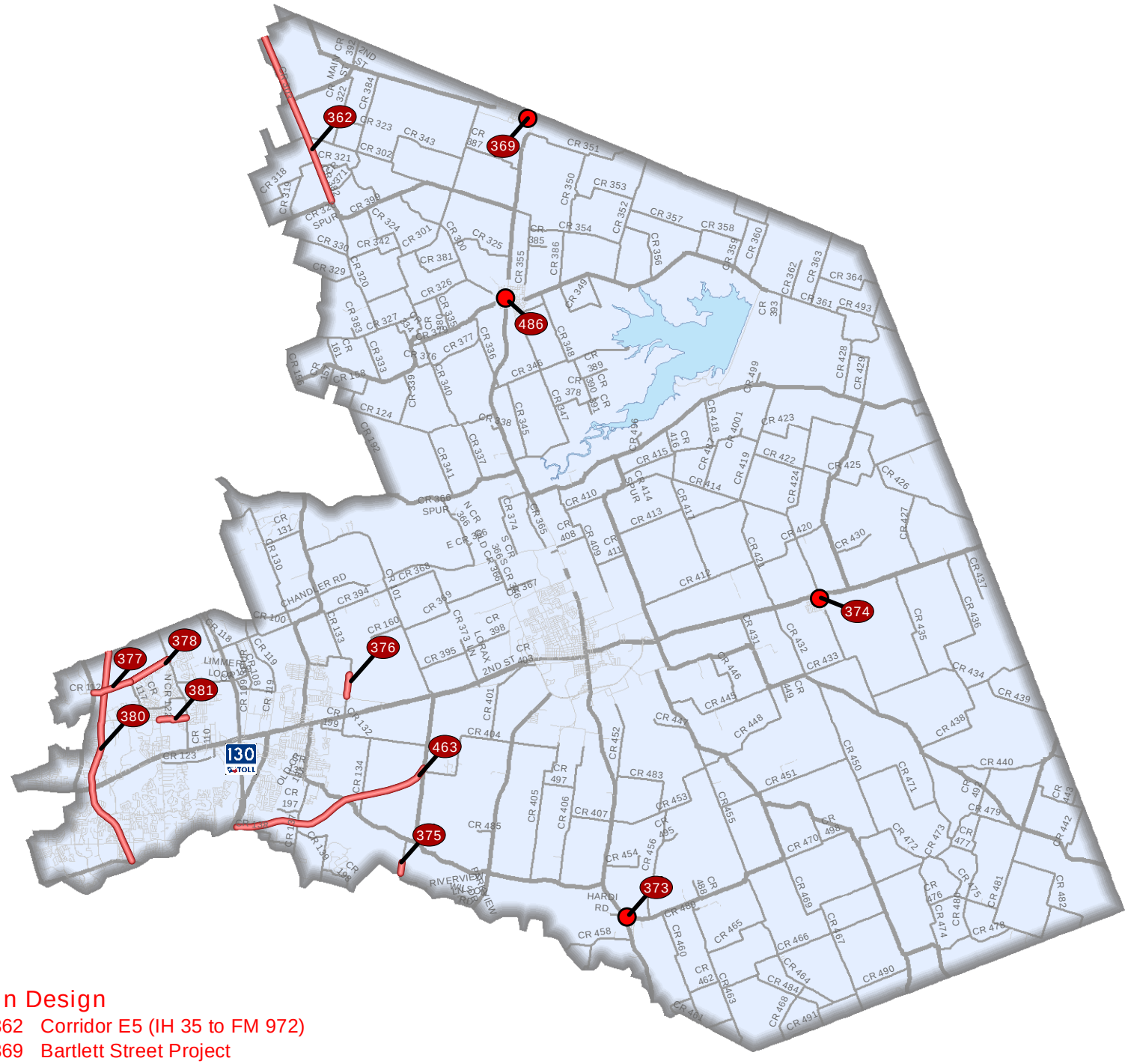
Under Construction/Bidding

261 CR 110 Middle (Limmer Loop to CR 107)
269 CR 101 (US 79 to North of Chandler Road)
506 Oak Bluff and Greenfield Drainage Improvements

In Design

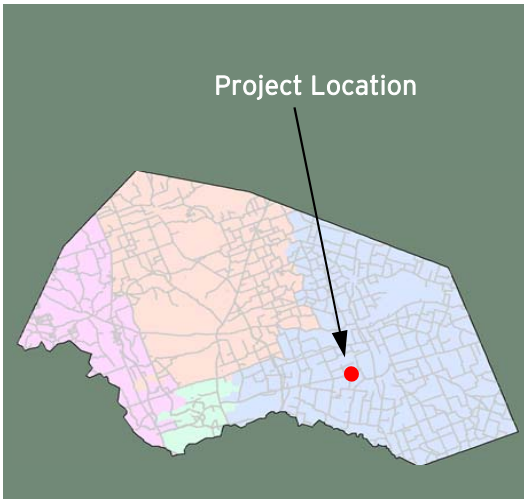
228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
238 Ronald Reagan Boulevard Extension (IH 35 to SH 95)
294 Chandler Road Extension Phase 1 (Planning) (SH 95 to FM 619)
296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
302 SH 130 Frontage Roads Phase 3 (SBFR US 79 to Limmer Loop)
327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)
332 FM 3349/US 79 Interchange

2019 Road Bond Program Projects
Precinct 4 - Commissioner Boles



In Design

362 Corridor E5 (IH 35 to FM 972)
369 Bartlett Street Project
373 Coupland Street Project
374 Thrall Street Project
375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)
376 CR 134/CR 132 Extension (Hutto Arterial)
377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)
378 CR 112 Widening (CR 117 to CR 110)
380 MoKan (University Boulevard to SH 45)
381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)
463 Southeast Loop (Corridor E1) (CR 138 to CR 137)
486 Davilla Street Culvert Replacement in Granger



CR 110 Middle
(Limmer Loop to CR 107)

Project Length: 2.2 Miles
Roadway Classification: Urban Arterial

Project Schedule: May 2019 -August 2020
Estimated Construction Cost: $9.0 Million

JUNE 2020 IN REVIEW

06/05/2020: Subgrade was graded from Culvert C to CR 112. The ditch on the east side was excavated to Culvert B. The ditch was excavated from DeSoto Loop south to over the Enterprise gas line. 18" reinforced concrete pipe and safety end treatment were removed on the north side of DeSoto Loop south.

06/12/2020: James Construction continued to install the water line. The first and second lifts of flexible base were placed, processed and compacted. Subcontractor Texas Materials placed Type B asphalt from south of Culvert C to north of CR 112. Subcontractor R.S.I. installed rock filter dams at Culvert E.

06/19/2020: The 18" reinforced concrete pipe was installed across DeSoto Loop. Subcontractor R.S.I. placed mow strip under the metal beam guard fence from Culvert C to CR 112.

06/26/2020: The third lift of flexible base was placed, processed and compacted between DeSoto Loop North and DeSoto Loop South. The ditch on the west side was graded. Subcontractor Texas Materials primed and placed Type D Asphalt from University Boulevard to the north, at CR 107, Builders First driveway, and from University Boulevard to Culvert F.

Design Engineer: Kimley Horn
Contractor: James Construction
Construction Observation:
Dave Thomas, HNTB

Williamson County
Road Bond Program

HNTB

CR 110 Middle (Limmer Loop to CR 107)
Project No. 1809-261

Original Contract Price = $8,910,862.73

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
12/14/2018	2/5/2019	4/26/2019	5/6/2019			390		390

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/6/2019	5/31/2019	26	$719,064.06	$719,064.06	$79,896.01	$79,896.01	9	7
2	6/1/2019	6/30/2019	30	$327,805.09	$1,046,869.15	$36,422.78	$116,318.79	13	14
3	7/1/2019	7/31/2019	31	$406,884.79	$1,453,753.94	$45,209.43	$161,528.22	18	22
4	8/1/2019	8/31/2019	31	$391,244.33	$1,844,998.27	$43,471.59	$204,999.81	23	30
5	9/1/2019	9/30/2019	30	$88,385.54	$1,933,383.81	$9,820.61	$214,820.42	24	38
6	10/1/2019	10/31/2019	31	$295,167.52	$2,228,551.33	$32,796.39	$247,616.81	27	46
7	11/1/2019	11/30/2019	30	$424,033.35	$2,652,584.68	$47,114.82	$294,731.63	33	54
8	12/1/2019	12/31/2019	31	$511,268.18	$3,163,852.86	$56,807.57	$351,539.20	39	62
9	1/1/2020	1/31/2020	31	$385,342.62	$3,549,195.48	$42,815.85	$394,355.05	44	69
10	2/1/2020	2/29/2020	29	$514,688.36	$4,063,883.84	$57,187.60	$451,542.65	50	77
11	3/1/2020	3/31/2020	31	$344,124.14	$4,408,007.98	$38,236.01	$489,778.66	54	85
12	4/1/2020	4/19/2020	19	$293,737.21	$4,701,745.19	$32,637.47	$522,416.13	58	90
13	4/20/2020	5/19/2020	30	$277,306.64	$4,979,051.83	$30,811.87	$553,228.00	61	97
14	5/20/2020	6/24/2020	36	$726,652.00	$5,705,703.83	$80,739.12	$633,967.12	70	107

Change Order Number	Approved	Cost This CO	Total COs
01	10/8/2019	$66,291.83	$ 66,291.83

1A: Design Error or Omission. Incorrect PS&E. This Change Order revises items and quantities for the traffic signals. 3F: County Convenience. Additional work desired by the County. This Change Order adds items for temporary sediment control fencing (install and remove) and documents the credit to the contract for materials (6'x4' box culvert) furnished by the County.

Change Order Number	Approved	Cost This CO	Total COs
02	12/17/2019	$31,881.14	$ 98,172.97

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This Change Order provides grading of the Limmer Loop ditch at CR 110, due to communication utility conflicts not being adjusted for the previous CR 110 South project. The ditch work must be completed, prior to construction of the requested driveway for the new corner store. The driveway permit has already been submitted to the County by the Developer.

Adjusted Price = $9,009,035.70

Commissioners Court - Regular Session **94.**

Meeting Date: 07/21/2020

Flood Damage Prevention Order

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

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on updating the Flood Damage Prevention Order, allowing for an update reference to the effective FEMA study and datum, and to provide clarification on detention requirements.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Flood Damage Prevention Order

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 11:58 AM
Form Started By: Vicky Edwards		Started On: 07/13/2020 11:25 AM
Final Approval Date: 07/16/2020		

WILLIAMSON COUNTY, TEXAS

FLOOD DAMAGE PREVENTION ORDER

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 Commissioners Court of Williamson County, Texas does ordain as follows:

SECTION B. FINDINGS OF FACT

(1) The flood hazard areas of Williamson County 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 order 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, and 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 order uses the following methods:

(1) Restrict or prohibit uses that are dangerous to health, safety or 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 order shall be interpreted to give them the meaning they have in common usage and to give this order 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 Vl-30, VE or V. Williamson County may designate additional floodplains, consistent with this definition, as determined by engineering studies and documented on official public records such as plats.

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.

C**RITICAL 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 of 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 order.

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 of 1988 (NAVD 88) 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 of land 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.

S**UBSTANTIAL 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 the "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 of 1988 (NAVD 88) (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 ORDER APPLIES

This order shall apply to all areas within the jurisdiction of Williamson County. The requirement to obtain a Floodplain Development Permit shall apply only to the areas of special flood hazard. The requirement to seek a determination that property is not in an area of special flood hazard shall apply to all other land within the jurisdiction of Williamson County.

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, "Flood Insurance Study (FIS) for Williamson County, Texas and Incorporated Areas" dated December 20, 2019, with accompanying Flood Insurance Rate Maps (FIRM) dated December 20, 2019 and any revisions thereto are hereby adopted by reference and declared to be a part of this order. Future revisions to the report or maps shall take effect immediately without further action by Commissioners Court.

SECTION C. ESTABLISHMENT OF DEVELOPMENT PERMIT

A Floodplain Development Permit shall be required to ensure conformance with the provisions of this order for all areas of special flood hazard. A permit shall not be required for property determined to be clearly outside the areas of special flood hazard, but a certificate reflecting that determination shall be required.

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 order and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS

This order is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this order and another order, 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 order, 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 OF LIABILITY

The degree of flood protection required by this order 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 order 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 order 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 order or any administrative decision lawfully made hereunder.

ARTICLE 4

ADMINISTRATION

SECTION A. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The County Engineer of Williamson County is hereby appointed the Floodplain Administrator to administer and implement the provisions of this order 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 County.

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 order.

(2) Review permit applications 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 order.

(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), 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 order 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.

(3) Application for a certificate determining that a proposed development is not within an area of special flood hazard shall be presented to the Floodplain Administrator on forms furnished by him/her and must contain sufficient information to enable an accurate determination.

SECTION D. VARIANCE PROCEDURES

(1) The Williamson County Commissioners Court shall hear and render judgment on requests for variances from the requirements of this order.

(2) The Commissioners Court 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 order.

(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 order.

(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 order, the Commissioners Court may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this order (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. <u>SPECIFIC STANDARDS</u>

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 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 designs, 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) 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) 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) 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 (a) be on the site for fewer than 180 consecutive days, and be fully licensed and ready for highway use, or (b) 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 prospective buyer with the following disclosure in writing: "A portion of this property is within an identified area of special flood hazard where a county 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.

(8) **Commercial/Industrial/Multi-Family (Non-Single Family Residential) Development** - The following provisions are required:

(a) New construction of any commercial, industrial, or multi-family (non-single family residential) development must be in accordance with the Williamson County Subdivision Regulations, whether subject to platting or not. The drainage standards contained in the Williamson County Subdivision Regulations, as amended from time to time, are therefore incorporated by reference into this order as fully and completely as if set out verbatim herein.

(b) Per the Williamson County Subdivision Regulations, a proposed development may be considered exempt from providing on-site stormwater detention on “Detention Exempt Stream Reaches”.

(c) A commercial, industrial, or multi-family development may be considered exempt from providing on-site stormwater detention if the proposed development will have less than 20% of impervious cover per lot.

(d) All proposed commercial, industrial, or multi-family development shall include a site plan and a Refined Drainage Report or construction plans that include all elements according to the Williamson County Subdivision Regulations.

SECTION C. <u>STANDARDS FOR SUBDIVISION PROPOSALS</u>

(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 order.

(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 order.

(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 order.

(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 a level at least one foot above either the base specified flood depth in an AO Zone or 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 order 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 order.

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 court order and other applicable regulations. Violation of the provisions of this court order 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 Williamson County without having obtained a Floodplain Development Permit or variance in accordance with this order.

(b) Development elsewhere within the jurisdiction of Williamson County without having obtained a determination that the site is not within an area of special flood hazard in accordance with this order.

(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 order 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 order, providing materials, labor, or professional services that aids or attempts to aid in the commission of a violation.

(2) Any person who violates this court order 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 Williamson County or its officials from taking such other lawful action as is necessary to prevent or remedy any violation.

SECTION H. CERTIFICATION OF ADOPTION

APPROVED: _____
(Bill Gravell, Jr., Williamson County Judge)

PASSED: _____
(adoption date)

ORDER BECOMES EFFECTIVE IMMEDIATELY.

I, the undersigned Nancy E. Rister, County Clerk, do hereby certify that the above is a true and correct copy of an order duly adopted by the Williamson County Commissioners Court, at a regular meeting duly convened on _____.

_____
County Clerk {SEAL}

Commissioners Court - Regular Session **95.**

Meeting Date: 07/21/2020

1904-311 Limestone Terrace Change Order #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 #2 in the amount of $-31,226.20 for Limestone Terrace and Quarry Rim (ProDirt Services), a Road and Bridge project in Commissioner Pct. 3.
P: 481 Source: Road & Bridge

Background

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the Limestone Terrace and Condra Lane portions of the project, as a result of addressing field conditions not accounted for in the original plans. The underrun for the concrete pavement item was due to an incorrect quantity in the plans.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1904-311 Limestone Terrace Change Order No. 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 09:07 AM
Form Started By: Dawn Haggard		Started On: 06/29/2020 11:06 AM
Final Approval Date: 07/16/2020		

Received
JUN 26 2020
HNTB Corporation
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

Project:	1904-311
Roadway:	*Limestone Terrace*
CSJ Number:	

1. CONTRACTOR: Pro Dirt Services, LLC

2. Change Order Work Limits: Sta. 100+00 to Sta. 111+00

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

4. Reasons: 2E, 1A (3 Max. - In order of importance - Primary first)

5. Describe the work being revised:

2E: Differing Site Conditions (unforseeable). Miscellaneous difference in site conditions (unforseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quanities on the Limestone Terrace and Condra Lane portions of the project, as a result of addressing field conditions not accounted for in the original plans. **1A: Design Error or Omission. Incorrect PS&E.** The underrun for the concrete pavement item was due to an incorrect quantity in the plans.

6. Work to be performed in accordance with Items: N/A

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 following information must be provided*** 0
	Time Ext. #: 1 Days added on this CO: 5
	Amount added by this change order: **($31,226.20)**
THE CONTRACTOR Date 6/25/20	
By	
Typed/Printed Name Tony D. H	
Typed/Printed Title President	

RECOMMENDED FOR EXECUTION:

Project Manager P.E. 6/24/20 Date

N/A
Design Engineer Date

Program Manager 6/29/20 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 # 1904-311***

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
0104-6017	REMOVING CONC (DRIVEWAYS)	SY	$10.00	140.00	$ 1,400.00	97.50	237.50	$ 2,375.00	$ 975.00
0104-6022	REMOVING CONC (CURB AND GUTTER)	LF	$5.00	242.00	$ 1,210.00	-45.00	197.00	$ 985.00	$ (225.00)
0104-6026	REMOVE CONC (GUTTER)	LF	$5.00	397.00	$ 1,985.00	-203.00	194.00	$ 970.00	$ (1,015.00)
0105-6108	RMV STAB BASE & ASPH PV (17")	SY	$14.00	5577.00	$ 78,078.00	-25.00	5552.00	$ 77,728.00	$ (350.00)
0168-6001	VEGETATIVE WATERING	MG	$50.00	4.54	$ 227.00	-4.54	0.00	$ -	$ (227.00)
0247-6041	FL BS (CMP IN PLC)(TYA GR1-2)(FNAL POS)	CY	$55.00	994.00	$ 54,670.00	-47.42	946.58	$ 52,061.90	$ (2,608.10)
0275-6001	CEMENT	TON	$175.00	112.20	$ 19,635.00	-5.20	107.00	$ 18,725.00	$ (910.00)
0275-6003	CEMENT TREAT (NEW BASE) (6")	SY	$3.00	5939.00	$ 17,817.00	-387.00	5552.00	$ 16,656.00	$ (1,161.00)
0310-6001	PRIME COAT (MULTI OPTION)	GAL	$4.50	1187.80	$ 5,345.10	-158.80	1029.00	$ 4,630.50	$ (714.60)
0340-6106	D-GR HMA(SQ) TY-D PG64-22	TON	$115.00	512.40	$ 58,926.00	-68.40	444.00	$ 51,060.00	$ (7,866.00)
0360-6004	CONC PVMT (CONT REINF - CRCP) (10")	SY	$63.50	5939.00	$ 377,126.50	-387.00	5552.00	$ 352,552.00	$ (24,574.50)
0506-6011	ROCK FILTER DAMS (REMOVE)	LF	$63.50	40.00	$ 2,540.00	-40.00	0.00	$ -	$ (2,540.00)
0506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	$10.00	245.00	$ 2,450.00	-245.00	0.00	$ -	$ (2,450.00)
0506-6024	CONSTRUCTION EXITS (REMOVE)	SY	$6.00	245.00	$ 1,470.00	-245.00	0.00	$ -	$ (1,470.00)
0506-6041	BIODEG EROSN CONT LOGS (INSTL) (12')	LF	$10.00	50.00	$ 500.00	-14.00	36.00	$ 360.00	$ (140.00)
0506-6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	$1.00	50.00	$ 50.00	-50.00	0.00	$ -	$ (50.00)
0529-6002	CONC CURB (TY II)	LF	$30.00	249.00	$ 7,470.00	220.00	469.00	$ 14,070.00	$ 6,600.00
6001-6002	PORTABLE CHANGEABLE MESSAGE SIGN	EA	$7,500.00	1.00	$ 7,500.00	1.00	2.00	$ 15,000.00	$ 7,500.00
TOTALS					$ 638,399.60			$ 607,173.40	$ (31,226.20)

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

Limestone Terrace & Condra Lane Improvements
Williamson County Project No. 1904-311

Change Order No. 2

Reason for Change

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the Limestone Terrace and Condra Lane portions of the project, as a result of addressing field conditions not accounted for in the original plans. The underrun for the concrete pavement item was due to an incorrect quantity in the plans.

This Change Order results in a net decrease of $31,226.20 to the Contract amount, for an adjusted Contract total of $1,073,753.50. The original Contract amount was $1,060,707.70. As a result of this and all Change Orders to-date, $13,045.80 has been added to the Contract, resulting in a 1.23% net increase in the Contract cost. Five (5) additional days will be added to the Contract, due to a water leak that affected the completion of the work on Condra Lane

HNTB Corporation

James Klotz, P.E.

Commissioners Court - Regular Session **96.**

Meeting Date: 07/21/2020

1904-311 Limestone Terrace Change Order #3

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. 3 in the amount of $-43,554.60 for the Limestone Terrace and Quarry Rim (ProDirt Services), a Road & Bridge project in Commissioner Pct. 3.
P: 481 Funding: Road & Bridge

Background

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the Quarry Rim Drive portion of the project, as a result of addressing field conditions not accounted for in the original plans. The underrun for the concrete pavement item was due to an incorrect quantity in the plans.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1904-311 Limestone Terrace Change Order No. 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 08:57 AM
Form Started By: Dawn Haggard		Started On: 06/29/2020 01:12 PM
Final Approval Date: 07/16/2020		

Received

JUN 26 2020

HNTB Corporation
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

Project:	*1904-311*
Roadway:	*Quarry Rim Dr.*
CSJ Number:	

1. CONTRACTOR: Pro Dirt Services, LLC

2. Change Order Work Limits: Sta. 10+00 to Sta. 17+00

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

4. Reasons: 2E, 1A (3 Max. - In order of importance - Primary first)

5. Describe the work being revised:

2E: Differing Site Conditions (unforseeable). Miscellaneous difference in site conditions (unforseeable). *This Change Order provides the final balancing for the overrun/underrun of Contract quanities on the Quarry Rim Drive portion of the project, as a result of addressing field conditions not accounted for in the original plans.* **1A: Design Error or Omission. Incorrect PS&E.** *The underrun for the concrete pavement item was due to an incorrect quantity in the plans.*

6. Work to be performed in accordance with Items: N/A

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 following information must be provided***
THE CONTRACTOR Date 6/25/20	Time Ext. #: N/A Days added on this CO: 0
By	Amount added by this change order: **($43,554.60)**
Typed/Printed Name Tony D. Ii	
Typed/Printed Title President	

RECOMMENDED FOR EXECUTION:

P.E. 6/26/20
Project Manager Date

N/A
Design Engineer Date

6/29/20
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

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3 ***Project # 1904-311***

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
0105-6108	RMV STAB BASE & ASPH PV (17")	SY	$14.00	3316.00	$ 46,424.00	-376.00	2940.00	$ 41,160.00	$ (5,264.00)
0168-6001	VEGETATIVE WATERING	MG	$50.00	4.84	$ 242.00	-4.84	0.00	$ -	$ (242.00)
0275-6001	CEMENT	TON	$175.00	62.50	$ 10,937.50	-12.50	50.00	$ 8,750.00	$ (2,187.50)
0275-6003	CEMENT TREAT (NEW BASE) (6")	SY	$3.00	3309.00	$ 9,927.00	-369.00	2940.00	$ 8,820.00	$ (1,107.00)
0310-6001	PRIME COAT (MULTI OPTION)	GAL	$4.50	661.80	$ 2,978.10	-261.80	400.00	$ 1,800.00	$ (1,178.10)
0340-6106	D-GR HMA(SQ) TY-D PG64-22	TON	$115.00	285.40	$ 32,821.00	-83.40	202.00	$ 23,230.00	$ (9,591.00)
0360-6004	CONC PVMT (CONT REINF - CRCP) (10")	SY	$65.00	3309.00	$ 215,085.00	-369.00	2940.00	$ 191,100.00	$ (23,985.00)
TOTALS					$ 318,414.60			$ 274,860.00	$ (43,554.60)

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

Limestone Terrace / Quarry Rim Drive Improvements
Williamson County Project No. 1904-311

Change Order No. 3

Reason for Change

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the Quarry Rim Drive portion of the project, as a result of addressing field conditions not accounted for in the original plans. The underrun for the concrete pavement item was due to an incorrect quantity in the plans.

This Change Order results in a net decrease of $43,554.60 to the Contract amount, for an adjusted Contract total of $1,030,198.90. The original Contract amount was $1,060,707.70. As a result of this and all Change Orders to-date, $30,508.80 has been deducted from the Contract, resulting in a 2.88% net decrease in the Contract cost. No additional days will be added to the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

Commissioners Court - Regular Session **97.**

Meeting Date: 07/21/2020

1812-282 - Seward Junction Improvements Change Order No. 3

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. 3 in the amount of $3,372.67 for Seward Junction Improvements (Jordan Foster Construction), a Road Bond project in Commissioner Pct. 3.

Background

This Change Order compensates the Contractor for additional work to lower an existing wastewater line that was in conflict with the proposed driveway culvert located at CR 266 approximately 500 feet south of the SH 29 intersection, on the east side of the roadway. The location at the line was not identified in the plans and the Contractor damaged the line while excavating for the driveway culvert. This work is located in the Seward Junction Southeast portion of the project.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1812-282 Seward Junction Improvements Change Order No 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 08:50 AM
Form Started By: Dawn Haggard		Started On: 07/07/2020 11:35 AM
Final Approval Date: 07/16/2020		

Received

JUN 30 2020

HNTB Corporation
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

1. CONTRACTOR: **Jordan Foster Construction**

2. Change Order Work Limits: Sta. **265+76** to Sta. **266+10**

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

4. Reasons: **2G** (3 Max. - In order of importance - Primary first)

Project:	1872-282
Roadway:	*Seward Junction*
CSJ Number:	

5. Describe the work being revised:

2G: Differing Site Conditions (Unforseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional work to lower an existing wastewater line that is in conflict with the proposed driveway culvert located on CR 266 approximately 500 feet south of the SH 29 intersection on the east side of the roadway. The location of the line was not identified in the plans and the Contractor damaged the line while excavating for the driveway culvert. This work is located in the Seward Junction Southeast portion of the project.

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: ☐ 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.

Jordan Foster Construction, LLC
THE CONTRACTOR Date 6-22-2020

By _____

Typed/Printed Name John Goodrich, P.E.

Typed/Printed Title Executive Vice President

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$3,372.67**

RECOMMENDED FOR EXECUTION:

_____ 7/2/20
Project Manager Date

N/A
Design Engineer Date

07/06/2020
Program Manager Date

Design Engineer's Seal:

N/A

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: ***3*** ***Project #*** ***1812-282***

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-WW01	LOWERING EXISTING WW LINE IN CONFLICT WITH DRWY CULV	LS	$3,372.67	0.00	$0.00	1.00	1.00	$3,372.67	$3,372.67
TOTALS					$0.00			$3,372.67	$3,372.67

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

Seward Junction Improvements
Williamson County Project No. 1812-282

Change Order No. 3

Reason for Change

This Change Order compensates the Contractor for additional work to lower an existing wastewater line that is in conflict with the proposed driveway culvert located on CR 266 approximately 500 feet south of SH 29 intersection, on the east side of the roadway. The location of the line was not identified in the plans and the Contractor damaged the line while excavating for the driveway culvert. This work is located in the Seward Junction Southeast portion of the project.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
510-WW01	Lower Exist WW Line In Conflict With Drwy Culvert	1	LS

This Change Order results in a net increase of $3,372.67 to the Contract amount, for an adjusted Contract total of $13,395,883.88. The original Contract amount was $13,270,258.10. As a result of this and all Change Orders to-date, $125,625.78 has been added to the Contract, resulting in an 0.95% 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.

JORDAN FOSTER CONSTRUCTION

15603 North IH 35
Pflugerville, TX 78660
P: 512.990.8313
F: 512.990.3785

A Foundation of Excellence℠

March 11, 2020

HNTB
101 E. Old Settlers Blvd., Ste. 100
Round Rock, TX 78664

Attn: Eddie Church, P.E.

Re: Project No. 1812-282
Seward Junction Improvements
Williamson County

Dear Mr. Church:

Jordan Foster Construction was directed to the repair to the existing wastewater line that was in conflict with the culvert at Driveway I-6 on the above referenced project. The following is the lump sum price for the additional scope.

Item		Repair Wastewater Line at Driveway Culvert I-6				
Contractor Cost per Unit				$3,372.67		
Approx.	1	LS	@	$3,372.67	=	$3,372.67

The cost breakdown is enclosed for review.

If you have any questions, please contact me at (512) 364-3540.

Very Truly Yours,

JORDAN FOSTER CONSTRUCTION

JC Kindel
Project Manager

Enclosure: Cost Breakdown.

JORDAN FOSTER CONSTRUCTION
COST BREAKDOWN

Project: 1812-282 Seward Junction Improvements
JFC Job #: 20103

Repair Wastewater Line
Located at Driveway Culvert I-6

Estimated Quantity 1 LS

LABOR:

	Name	Hourly Wages	Overtime Factor 37.5%	Payroll Taxes/Insur. 55%	Contractor Compensation 25%	Total Hourly Rate	Number of Hours		Total Cost
Repair Wastewater Line									
1	Joel Holguin	25.00	9.38	18.91	8.59	61.88	7.00	=	$ 433.13
1	Oscar Olivas	23.00	8.63	17.39	7.91	56.93	7.00	=	$ 398.48
1	Panfilo Ruiz	19.00	7.13	14.37	6.53	47.03	7.00	=	$ 329.18
1	Rudolfo Serna	17.00	6.38	12.86	5.84	42.08	7.00	=	$ 294.53
1	Bernabe Hernandez	17.50	6.56	13.23	6.02	43.31	7.00	=	$ 303.19
									$ 1,758.49

MATERIAL:

	Quantity	Unit	Material Rate	Material Compensation 25%	Total Material Rate			Total Cost
PVC SDR26 Sewer Pipe, etc.	56.00	LF	5.45	1.36	6.81		=	$ 381.50
								$ 381.50

EQUIPMENT:

	Quantity	Unit	Equipment Rate	Equipment Compensation 15%	Total Equipment Rate			Total Cost
Excavator, Caterpillar 308, 05C02840	7.00	HR	50.48	7.57	58.05		=	$ 406.36
Loader, Caterpillar 938K, 06C01889	7.00	HR	77.66	11.65	89.31		=	$ 625.16
Pickup	7.00	HR	20.84	3.13	23.97		=	$ 167.76
								$ 1,199.29

SUBTOTAL COST			$ 3,339.28
Bond Cost	1%		$ 33.39
TOTAL COST			$ 3,372.67
UNIT PRICE		**$3,372.67 /LS**	

Commissioners Court - Regular Session **98.**

Meeting Date: 07/21/2020

1807-252 - San Gabriel Ranch Road Bridge Change Order No. 5

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. 5 in the amount of $-390.00 for the San Gabriel Ranch Road Bridge (A Greater Austin Development), a Road & Bridge project in Commissioner Pct 2.
P: 439 Funding: Road & Bridge

Background

This Change Order provides the final balancing for the overrun / underrun of Contract quantities constructed for Aqua Utilities on the project, as a result of addressing field conditions not accounted for in the original plans. There is only one item on this Change Order: Item RB010 CONCRETE ENCASEMENT FOR WATERLINE AND CONDUIT. According to the project manual, this was a field measurement item. The actual in-place quantity is slightly less than the Engineer's estimate while meeting plan requirements.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1807-252 San Gabriel Ranch Road Bridge CO No 5

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 08:47 AM
Form Started By: Dawn Haggard		Started On: 07/15/2020 04:15 PM
Final Approval Date: 07/16/2020		

Received

JUL 0 9 2020

HNTB Corporation
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 5

Project:	*1807-252*
Roadway:	*San Gabriel Ranch Road*
CSJ Number:	

1. CONTRACTOR: A Greater Austin Development
2. Change Order Work Limits: Sta. 0+80.79 to Sta. 5+21.61
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2E (3 Max. - In order of importance - Primary first)
5. Describe the work being revised:

2E. Differing Site Conditions. Miscellanious difference in site conditons (unforseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quantities constructed for Aqua Utilities 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 list of items
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.

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 7/9/2020

By

Typed/Printed Name Lana Shockley

Typed/Printed Title Controller

The following information must be provided

Time Ext. #: _____ Days added on this CO: _____

Amount added by this change order: ($390.00)

RECOMMENDED FOR EXECUTION:

P.E. 7/10/20
Project Manager Date

N/A
Design Engineer Date

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: 5 ***Project # 1807-252***

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
RB010	**CONCRETE ENCASEMENT FOR WATER LINE AND CONDUIT**	**CY**	**$390.00**	**8.00**	**$ 3,120.00**	**-1.00**	**7.00**	**$ 2,730.00**	**$ (390.00)**
TOTALS					**$ 3,120.00**			**$ 2,730.00**	**$ (390.00)**

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

San Gabriel Ranch Road Bridge
Williamson County Project No. 1807-252

Change Order No. 5

Reason for Change

This Change Order provides the final balancing for the overrun/underrun of Contract quantities constructed for Aqua Utilities on the project, as a result of addressing field conditions not accounted for in the original plans.

There is only one item on this Change Order: Item RB010 CONCRETE ENCASEMENT FOR WATERLINE AND CONDUIT. According to the project manual, this is a field measurement item. The actual in-place quantity is slightly less than engineer's estimate while meeting plan requirements.

There is no new Contract item required for this Change Order.

This Change Order results in a decrease of $390.00 to the Contract amount, for an adjusted Contract total of $1,459,926.27. The original Contract amount was $1,425,301.90. Because of this and all other Change Orders, $34,624.37 has been added to the Contract, resulting in a 2.43% 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.

Commissioners Court - Regular Session **99.**

Meeting Date: 07/21/2020

1809-261 CR 110 Middle CO No. 3

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 3 in the amount of $10,419.60 for the CR 110 Middle (James Construction), a Road Bond project in Commissioner Pct. 4.
P: 261 Funding: Road Bond

Background

This Change Order adds Traffic Control Phase 2 Step 2 to the project. This step consists of shifting traffic from the existing lanes of CR 110 to the new lanes from just south of CR 112 to the north end of the project. The construction of this portion of the project is complete and the shift puts traffic in the final configuration at the intersection of University Boulevard and CR 110 which is a benefit to traffic flow. There were utility delays that impacted the completion of this portion from south of CR 112 to Limmer Loop. This traffic shift will allow the Contractor to begin work in the final phase of construction on the portion of roadway adjacent to the traffic switch earlier.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1809-261 CR 110 Middle CO No. 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 08:48 AM
Form Started By: Dawn Haggard		Started On: 07/15/2020 05:26 PM
Final Approval Date: 07/16/2020		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

1. CONTRACTOR: James Construction Group

2. Change Order Work Limits: Sta. 233+91 to Sta. 237+64

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

4. Reasons: 3F (3 Max. - In order of importance - Primary first)

Project:	*1809-261*
Roadway:	*CR 110 Middle*
CSJ Number:	

5. Describe the work being revised:

3F: County Convenience. Additional work desired by the County. This Change Order adds Traffic Control Phase 2 Step 2 to the project. This step consists of shifting traffic from the existing lanes to the new lanes f rom just south of CR 112 to the north end of the project.

6. Work to be performed in accordance with Items: **See attached.**

7. New or revised plan sheet(s) are attached and numbered: 29A

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 7/13/20

By

Typed/Printed Name Rick Lewis

Typed/Printed Title Division Manager

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: $10,419.60

RECOMMENDED FOR EXECUTION:

Project Manager Date 7/15/20

N/A
Design Engineer Date

07/15/2020
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

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***3*** ***Project #*** ***1809-261***

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
508-6001	CONSTRUCTING DETOURS	SY	$60.30	1,235.00	$74,470.50	135.00	1,370.00	$82,611.00	$8,140.50
662-6050	WK ZN PAV MRK REMOV (REFL)TY II-AA	EA	$4.60	0.00	$0.00	20.00	20.00	$92.00	$92.00
662-6063	WK ZN PAV MRK REMOV (W)4"SLD	LF	$0.66	0.00	$0.00	746.00	746.00	$492.36	$492.36
662-6075	WK ZN PAV MRK REMOV (W)24" SLD	LF	$5.18	0.00	$0.00	20.00	20.00	$103.60	$103.60
662-6095	WK ZN PAV MRK REMOV (Y)4" SLD	LF	$0.66	0.00	$0.00	746.00	746.00	$492.36	$492.36
677-6001	ELIM EXT PAV MRK & MRKS (4")	LF	$0.80	21,025.00	$16,820.00	600.00	21,625.00	$17,300.00	$480.00
677-6007	ELIM EXT PAV MRK & MRKS (24")	LF	$3.24	0.00	$0.00	20.00	20.00	$64.80	$64.80
999-WC02	DETOUR SUPERVISION AND BOND	LS	$553.98	0.00	$0.00	1.00	1.00	$553.98	$553.98
TOTALS					$91,290.50			$101,710.10	$10,419.60

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 110 Middle
Williamson County Project No. 1809-261

Change Order No. 3

Reason for Change

This Change Order adds Traffic Control Phase 2 Step 2 to the project. This step consists of shifting traffic from the existing lanes of CR 110 to the new lanes from just south of CR 112 to the north end of the project. The construction of this portion of the project is complete and the shift puts traffic in the final configuration at the intersection of University Blvd and CR 110 which is a benefit to traffic flow. There were utility delays that impacted the completion of this portion of the project from south of CR 112 to Limmer Loop. This traffic shift will allow the Contractor to begin work in the final phase of construction on the portion of the roadway adjacent to the traffic switch earlier.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
662-6050	WK ZN PAV MRK REMOV (REFL)TY II-AA	20.00	EA
662-6063	WK ZN PAV MRK REMOV (W) 4” (SLD)	746.00	LF
662-6075	WK ZN PAV MRK REMOV (W)24” (SLD)	20.00	LF
662-6095	WK ZN PAV MRK REMOV (Y)4” (SLD)	746.00	LF
677-6007	ELIM EXT PAV MRK & MRKS (24”)	20.00	LF
999-WC02	DETOUR SUPERVISION AND BOND	1.00	LS

This Change Order results in a net increase of $10,419.60 to the Contract amount, for an adjusted Contract total of $9,019,455.30. The original Contract amount was $8,910,862.73. As a result of this and all Change Orders to-date, $108,592.57 has been added to the Contract, resulting in a 1.22% net increase in the Contract cost. Zero (0) additional days will be added to the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

Williamson County - CR 110		Bid Item Qty =	1.00	LS

CR 110 DETOUR

NARRATIVE: COSTS ASSOCIATED WITH REMOVING PAVEMENT MARKINGS IN THE DETOUR LAYOUT PHASE 2 STEP 2. TOTAL WORK QUOTED AS LUMP SUM FOR CHANGE ORDER PURPOSES. ADDED FOREMAN & TRUCK FOR OVERSIGHT OF THE WORK.

Cost Type & Markup Summary

Cost Type	Direct Subtotal	Markup %	Markup $	Subtotal Cost Type	$ / UOM
Labor (55% Actual Direct Labor Costs)	244.80	55%	134.64	$ 379.44	$ 379.44
Profit & Overhead		~~15%~~25%	~~56.92~~61.20	$ ~~56.92~~ 61.20	$ ~~56.92~~ 61.20
Equipment	70.65	15%	10.60	$ 81.25	$ 81.25
Materials	-	25%	-	$ -	$ -
Subcontracts	2,712.44	15%	406.87	$ 3,119.31	$ 3,119.31
Supplies/ Other	-	25%	-	$ -	$ -
Bond		1%	~~36.41~~	$ ~~36.41~~	$ ~~36.44~~
- Grand TotalsCR 110 DETOUR				**$ 3,677.61**	$ 3,677.61

3636.92
36.37
3673.29

Description	Crew Qty	UOM	Task Qty	UOM	$ / UOM	Extended $
CR 110 DETOUR	Task Qty =		600.00	LF	Dur (days) =	1.00
	Prod Rate =		600.00	per shift	$ / UOM =	5.05
					Subtotal =	$ 244.80
FOREMAN	0.50	ea	5.00	hrs	48.96	244.80
		ea	-	hrs	-	-
		ea	-	hrs	-	-
		ea	-	hrs	-	-
Equipment					Subtotal =	$ 70.65
CREW TRUCK	0.50	ea	5.00	hrs	14.13	70.65
		ea	-	hrs	-	-
		ea	-	hrs	-	-
Material					Subtotal =	$ -
						-
						-
						-
Subcontract	UNIT PRICE +15% (SEE QUOTE)				Subtotal =	$ 2,712.44
0662-6050 - WZPM REMOV (REFL) TY II-A-A	4.60		20.00	EA	4.00	80.00
0662-6063 - WZPM REMOV (W) 4"((SLD)	0.66		746.00	LF	0.57	425.22
0662-6050 - WZPM REMOV (W) 24" (SLD)	5.18		20.00	LF	4.50	90.00
0662-6050 - WZPM REMOV (Y) 4" (SLD)	0.66		746.00	LF	0.57	425.22
0677-6007 - ELIM EXT PAV MRK & MRKS (24")	3.24		600.00	LF	2.82	1,692.00
						-
Supplies/ Other					Subtotal =	$ -
						-
						-
					-	-
					-	-
					-	-
					CR 110 DETOUR - Direct Cost Subtotal =	$ 3,027.89

999-WC02
DETOUR SUPERVISION
AND BOND

379.44 LABOR + 55% MARK UP
56.92 + 15% MARK UP
81.25 EQUIPMENT + 15% MARK UP
BOND 36.37 1% BOND ON TOTAL COST.
553.98

5880 WEST HWY 190, SUITE 100
BELTON, TX 76513
PHONE (254) 939-8610
FAX (254) 939-8611

Primoris Services Corporation
James Construction Group

May 28, 2020

HNTB
Attention: Clayton K. Webber, Construction Manager
101 E. Old Settlers Blvd., Ste. 100
Round Rock, Texas 78664

RE: Project: Williamson County – CR 110 (Middle Section)
Project Number: 1809-261
Subject: CR 110 Detour

Please see attached documentation for implementation of the detour on CR 110. This detour was requested to facilitate the utility work on the 16" Water Line and the roadway that is south of the detour that was impacted by the MCI work. JCG has removed the added Construct Detour costs and will use the original Detour line item. We will determine added costs associated with the utilities on the project and provide that documentation at a later date in the project. Please see revised proposal for the additional work required in the detour.

Regards,

Heath Taylor

Heath Taylor
Sr. Project Manager
Primoris Heavy Civil
James Construction Group

Cc: File

FLASHER
Equipment Co

Main Office:
5827 W. US HWY 90
San Antonio, Tx 78227
Phone: 210-736-4251
Fax: 210-736-2084
www.flasherequipment.com

75 County Road 372
Jarrell, TX 76537
Phone: (512) 746-4441
Fx: (512) 746-4444

PROJECT: COUNTY ROAD 110 MIDDLE SECTION - WILLIAMSON
DATE: APRIL 24, 2020
TERMS: 30 DAYS WITH ACCOUNT / PRE PAY WITHOUT ACCOUNT
LOCATION: WILLIAMSON COUNTY

QUOTE # 14241.1C

CHANGE ORDER 3

PAVEMENT MARKINGS

ITEM	Description	Unit	Qty.	Price	Amount
662-6050	WZPM REMOV (REFL) TY II-A-A	EA	20	$4.00	$80.00
662-6063	WZPM REMOV (W) 4" (SLD)	LF	746	$0.57	$425.22
662-6075	WZPM REMOV (W) 24" (SLD)	LF	20	$4.50	$90.00
662-6095	WZPM REMOV (Y) 4" (SLD)	LF	746	$0.57	$425.22
677-6007	ELIM EXT PAV MRK & MRKS (24")	LF	600	$2.82	$1,692.00
		TOTAL			**$2,712.44**

NOTES AND EXCLUSIONS

PAVEMENT MARKINGS
* All notes and exclusions from original proposal shall apply to this change order.
* **Any items not specifically noted will be additional.**

GENERAL
* FLASHER EQUIPMENT WARRANTS WORKMANSHIP AND MATERIALS ONLY. REPAIRS DUE TO NORMAL WEAR, VANDALISM, OR NEGLIGENCE WILL BE PERFORMED ON AN EXTRA WORK BASIS.
* ITEMS NOT SPECIFICALLY NOTED WILL BE ADDITIONAL.
* PRICES DO NOT INCLUDE TAX.
* **PRICES QUOTED ARE GOOD FOR 30 DAYS.**
* Any discrepancy between the Flasher Equipment Company bid proposal, this document, and the contract documents, this bid proposal shall supersede and prevail.
* **IF RETAINAGE IS NOT DEFINED BELOW, THEN ALL MONEY'S WILL BE DUE AS BILLED.**
* **FLASHER EQUIPMENT COMPANY DOES NOT INDEMNIFY GENERAL CONTRACTOR OR PROJECT OWNERS FOR ACCIDENTS, INJURY, OR DEATH CAUSED SOLEY BY GENERAL CONTRACTOR OR PROJECT OWNERS ACTIVE OR PASSIVE NEGLIGENCE.**

SUBMITTED_____
DAVID McMULLEN / ESTIMATOR

ACCEPTED:_____
Name

_____
Title

_____
Date

_____
Job/PO#

Clayton Weber

From: Clayton Weber
Sent: Tuesday, April 21, 2020 4:15 PM
To: 'Heath Taylor'; 'Andrew Gutierrez'
Cc: Alexander Krejchi; David Thomas; 62811_1809-261_CR110Middle; James Klotz, P. E. ; Lowell Choate; Eddie R. Church
Subject: CR 110 Detour Layout
Attachments: CR110_DETOUR_LAYOUT-signed.pdf

The Detour layout was sent on March 20th and includes the pay items necessary for this work. There are some new items that are not currently in the contract. Please provide a price for these new items:

662-6050	WZPM Remov (Refl) Ty II AA	+20.00 EA
662-6063	WZPM Remov (W)4" solid	+746.00 LF
662-6075	WZPM Remov (W)24" solid	+20.00 LF
662-6095	WZPM Remov (Y) 4" solid	+746.00 LF
677-6007	Elim Ext Pav Mrk&Mrks (24")	+600.00 LF

Note: The LPCTB shown along the right side of the detour is not necessary since the box culvert has been lengthened which removed any hazards that were protected by the CTB.
We could use WZPM non-removable markings if that is easier and cheaper. Let me know if you have any questions or would like to discuss further.

Clayton K. Weber, Construction Manager
Tel (512-527-6718 **Cell** (512) 539-9342 **Email** cweber@hntb.com
HNTB CORPORATION
CELEBRATING 25th OFFICE ANNIVERSARY IN AUSTIN
AND MORE THAN 100 YEARS IN THE REGION
101 E. Old Settlers Blvd, Ste 100 | Round Rock, Texas 78664 | hntb.com

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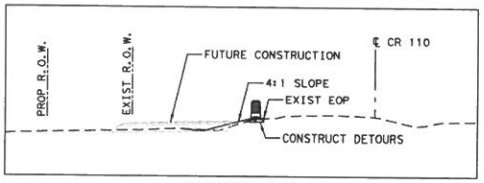
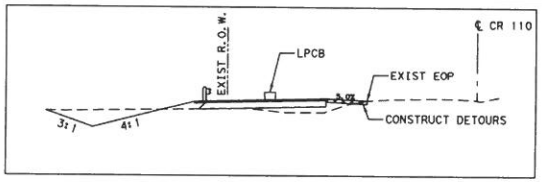
FILENAME: G:\068501503-CR 110\Design\CR110topP202-TRANSITION.dgn
PLOTTED: 3/19/2020 12:22:39 PM



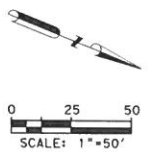
SECTION A-A

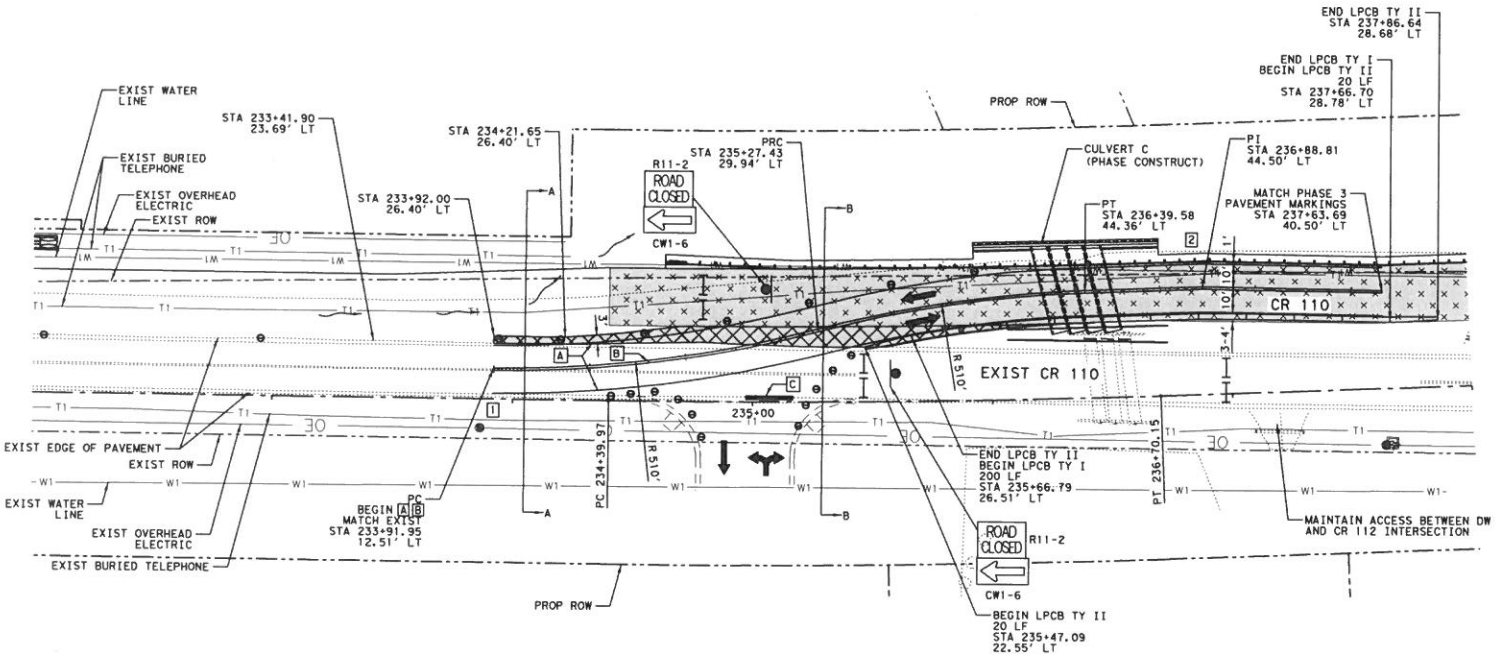


SECTION B-B

LEGEND

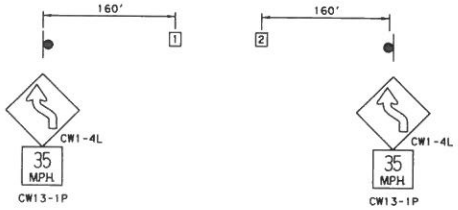
- COMPLETED CONSTRUCTION
- COMPLETED CONSTRUCT DETOURS
- TYPE III BARRICADE
- [A] WK ZN PAV MRK REMOV (W) 4" (SLD)
- [B] WK ZN PAV MRK REMOV (Y) 4" (SLD)
- [C] WK ZN PAV MRK REMOV (W) 24"(SLD)
- ⊘ CHANNELIZING DEVICES





NOTES:

1. DETOUR ALIGNMENT DESIGNED AT 35 MPH LOW SPEED CRITERIA.
2. CONSTRUCT DETOURS SECTION TO CONSIST OF 2" HMAC TY D OVER 6" HMAC TY B. TO BE PAID FOR UNDER ITEM 508 CONSTRUCTING DETOURS.
3. CONTRACTOR TO UTILIZE TCP(1-2)-18 TO PLACE DETOUR PAVEMENT.
4. CONTRACTOR TO MAINTAIN EXISTING DRAINAGE PATTERNS DURING THIS STEP.



SPEC ITEM #	0508 6001	0512 6033	0512 6034	0512 6045	0662 6050	0662 6063	0662 6075	0662 6095	0677 6001	0677 6007
ITEM DESCRIPTION	CONSTRUCTING DETOURS	PORT CTB (MOVE) (LOW PROF) (TY 1)	PORT CTB (MOVE) (LOW PROF) (TY 2)	PORT CTB (STKPL) (LOW PROF) (TY 1)	WK ZN PAV MRK REMOV (REFL) TY II-A-A	WK ZN PAV MRK REMOV (W)4"SLD	WK ZN PAV MRK REMOV (W)24"SLD	WK ZN PAV MRK REMOV (Y)4"SLD	ELIM EXT PAV MRK & MRKS (4")	ELIM EXT PAV MRK & MRKS (24")
UNITS	SY	LF	LF	LF	EA	LF	LF	LF	LF	LF
TCP PHASE 2 STEP 2	135	200	40	160	20	746	20	746	600	20

03/19/2020

Kimley»Horn F-928

© 2020 WILLIAMSON COUNTY

CR 110 (MIDDLE SECTION)

DETOUR LAYOUT
PHASE 2 STEP 2

DES: RWL	WILLIAMSON COUNTY JOB NO.	SHEET NO.
CK: TAN		29A

Commissioners Court - Regular Session **100.**

Meeting Date: 07/21/2020

Reagan Widening CP&Y Contract Amendment No. 1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the Ronald Reagan Boulevard Widening contract between Williamson County and CP&Y, Inc. relating to the 2019 Road Bond Program. Project: P336. Fund Source: Road Bonds.

Background

CP&Y Contract Amendment No. 1 increases the compensation cap by $2,100,000.00 from $900,000.00 (originally funded through 2013 Road Bonds for engineering services and planning to develop Ronald Reagan from FM 3405 to SH 29) to $3,000,000.00. The additional money will allow for the execution of Work Authorization #2 for 100% PS&E design in preparation for construction.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ReaganWidening-CP&Y-ContractAmendment1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 09:32 AM
Form Started By: Marie Walters		Started On: 07/15/2020 09:38 AM
Final Approval Date: 07/16/2020		

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Ronald Reagan Boulevard Widening ("Project")

THIS CONTRACT AMENDMENT NO. __1__ to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and ___**CP&Y, Inc.**_____ (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective August 13, 2019 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $3,000,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $900,000.00 to $3,000,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: _____
Signature

Andrew Atlas
Printed Name

Senior Vice President
Title

July 13, 2020
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

07/15/2020

Commissioners Court - Regular Session **101.**

Meeting Date: 07/21/2020

Road Bond and Corridor Utility Coordination CFA Contract Amendment No. 1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the Utility Coordination/Relocation Services contract between Williamson County and Cobb, Fendley & Associates, Inc. relating to the Corridor and Road Bond Programs. Project: On-Call. Fund Source: Corridor & Road Bonds.

Background

This Contract Amendment No. 1 adds additional SUE providers (two hydro-vac companies and one additional SUE firm) to the Exhibit D - Rate Schedule to support the Cobb Fendley Team for the Road Bond and Corridor Projects. The contract cap has no change.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Corridor&RBUC-CFA-ContractAmendment1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 12:00 PM
Form Started By: Marie Walters		Started On: 07/16/2020 11:11 AM
Final Approval Date: 07/16/2020		

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Utility Coordination for Corridor & Road Bond Programs ("Project")

THIS CONTRACT AMENDMENT NO. _1_ to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb, Fendley & Associates, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective _July 16, 2019_ (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $ 3,000,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: Sandra G Khoury
Signature

Sandra G. Khoury, P.E.
Printed Name

Vice President
Title

July 16, 2020
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

07/16/2020

EXHIBIT D

RATE SCHEDULE

Cobb, Fendley & Associates, Inc.
Effective June 2019

Senior Project Manager	$235.00/HR
Senior Engineer	$195.00/HR
Project Engineer III	$170.00/HR
Project Engineer II	$150.00/HR
Project Engineer I	$125.00/HR
Senior Technician	$145.00/HR
Technician III	$125.00/HR
Technician II	$115.00/HR
Technician I	$95.00/HR
Licensed State Land Surveyor	$235.00/HR
Registered Professional Land Surveyor	$170.00/HR
4 Person Field Services Crew	$190.00/HR
3 Person Field Services Crew	$170.00/HR
2 Person Field Services Crew	$145.00/HR
1 Person Field Services Crew	$120.00/HR
2 Person Hy-Drone Crew	$340.00/HR
2 Person UAV Drone Crew	$235.00/HR
Senior Field Construction Observer	$155.00/HR
Field Construction Observer	$110.00/HR
Senior Utility Specialist	$155.00/HR
Utility Specialist	$125.00/HR
GIS Manager	$170.00/HR
GIS Analyst	$120.00/HR
Right-of-Way Project Manager	$235.00/HR
Right-of-Way Agent	$140.00/HR
Administrative	$105.00/HR
Clerical	$80.00/HR

SUBSURFACE UTILITY ENGINEERING

One-Man Designating Crew (4-Hour Minimum)	$110.00/HR
Two-Man Designating Crew (4-Hour Minimum)	$170.00/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Min.)	$295.00/HR
Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum)	$315.00/HR
Ground Penetrating Radar with 1 Technician (4-Hour Minimum)	$260.00/HR
Closed Circuit Television (CCTV) with 2 Technicians	$280.00/HR
Traffic Control Officer	At Cost
Traffic Control (Lane Closures, etc.)	At Cost
Permits (Local, State, etc.)	At Cost

EXHIBIT D

RATE SCHEDULE
(continued)

Cobb, Fendley & Associates, Inc.
Effective June 2019

SUBSURFACE UTILITY ENGINEERING *(continued)*

Designation & Traffic Control Vehicles	$3.50/Mile
Location Vehicles	$6.50/Mile

REIMBURSABLE EXPENSES

Consultant or Specialty Contractor (Outside Firm)	At Cost
Courier, Special Equipment Rental	At Cost
Mileage (Standard Car or Truck)	IRS Approved Rate
Per Diem for Out of Town Travel (Per Day/Person)	IRS Approved Rate
Title Plant Charges	At Cost
Other Misc. Expenses Related to the Project	At Cost

In-House Reproduction:

- Copies (Up to 11" x 17") $0.15/Each
- Color Prints (Up to 11" x 17") $1.50/Each
- Color Prints (Larger than 11" x 17") ..... $3.00/Sq. Ft.
- Bluelines (All Sizes) $1.00/Each
- Bond Prints (All Sizes) $2.00/Each

EXHIBIT D

RATE SCHEDULE
(continued)

Hydro Spy, LLC
Effective June 2019

SUBSURFACE UTILTY ENGINEERING (HYDRO-VAC)

Round Trip Mobilization	$1,120.00/day
Pot Hole & Trench Excavations w/Backfill	$3,820.00/day
Traffic Control Officer	At Cost
Traffic Control (Lane Closures, etc.)	At Cost
Permits (Local, State, etc.)	At Cost

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE
(continued)

Clean Harbors Environmental Services, Inc.
Effective July 2020

SUBSURFACE UTILTY ENGINEERING (HYDRO-VAC)

Hydrovac – Tri-Drive with Operator & Helper (4-Hour Minimum)	$215.00/HR
3rd Party Backfill & Restoration (as required)	At Cost
Dump Fee	$140.00/EACH
Water	$36.00/LOAD
Traffic Control Officer	At Cost
Traffic Control (Lane Closures, etc.)	At Cost
Permits (Local, State, etc.)	At Cost
Location Vehicles	$6.50/Mile

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE
(continued)

Badger Daylighting Corporation
Effective July 2020

SUBSURFACE UTILTY ENGINEERING (HYDRO-VAC)

Badger Hydrovac with Operator (10-hour port to port day)	$2,380.00/DAY
Badger Hydrovac with Operator Overtime (any time over 10-hour day)	$265.00/HR
Additional Operator (remote job or backfill work)	$50.00/HR
Additional Operator Overtime (remote work or backfill work over 10 hours)	$65.00/HR
3rd Party Service (Backfilling) (as required by job)	At Cost
Traffic Control Officer	At Cost
Traffic Control (Lane Closures, etc.)	At Cost
Permits (Local, State, etc.)	At Cost
Location Vehicles	$6.50/Mile

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE
(continued)

Underground Services, Inc. (SOFTDIG)
Effective July 2020

SUBSURFACE UTILTY ENGINEERING

Two-man Designation Crew_QL-B (4-Hour Minimum)	$175.00/HR
Vacuum Excavation Truck with 2 Technicians_QL-A (4-Hour Minimum)	$295.00/HR
Mobilization & Demobilization	$100.00/HR
Pavement Coring	$60.00/CORE
Flag Person	$65.00/HR
Traffic Control Officer	At Cost
Traffic Control (Lane Closures, etc.)	At Cost
Permits (Local, State, etc.)	At Cost

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Commissioners Court - Regular Session **102.**

Meeting Date: 07/21/2020

Corridor C Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Kathryn J. Carlton as Trustee of the Kathryn J. Carlton Revocable Living Trust for right of way needed on the Corridor C project (Parcel 10). Funding Source: Road Bonds P459

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Carlton Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 08:51 AM

Form Started By: Charlie Crossfield Started On: 07/16/2020 08:43 AM

Final Approval Date: 07/16/2020

REAL ESTATE CONTRACT
Corridor C—SH29 Bypass – Parcel 10

THIS REAL ESTATE CONTRACT ("Contract") is made by KATHRYN J. CARLTON AS TRUSTEE OF THE KATHRYN J. CARLTON REVOCABLE LIVING TRUST (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

> All of that certain 4.662 acre (203,072 Sq. Ft.) tract of land situated in the Woodruff Stubblefield Survey, Abstract No. 556, in Williamson County, Texas; being part of that called 134.52 acre tract of land cited in Special Warranty Deed to KATHRYN J. CARLTON AS TRUSTEE OF THE KATHRYN J. CARLTON REVOCABLE LIVING TRUST recorded in Document No. 2016089829 and described in Document No. 2016027127 both of the Official Public Records of Williamson County, Texas; said 4.662 acre tract being more particularly described by a metes and bounds description in Exhibit "A" attached hereto and incorporated herein **(Parcel 10),**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of ONE HUNDRED THIRTY-THREE THOUSAND EIGHT HUNDRED FORTY-NINE and 00/100 Dollars ($133,849.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions and Additional Consideration

2.03. Permitted Driveway Location. As additional consideration for this transaction, and as an obligation and agreement which shall survive Closing, Purchaser agrees (i) that Seller shall be permitted to construct at its own expense one (1) commercial driveway connection between the proposed Corridor C roadway improvements and the remaining property of Seller. The centerline of the driveway permitted herein shall be located between approximately centerline Station 186+85 and Station 188+78 of the proposed Corridor C roadway improvements (as shown on Exhibit "B" attached hereto and incorporated herein), or at other location agreed to between Purchaser and Seller after execution of this contract. Seller shall be responsible for complying with all drainage culvert, spacing distance, driveway width or radii sizing regulations of Purchaser or other applicable regulatory jurisdiction prior to beginning construction of any permitted driveway, and construction shall comply with any design specifications otherwise required by any applicable Williamson County development rules.

2.04. Drainage and Box Culvert. As a material term of this Contract, Purchaser agrees that it will construct and maintain, at its own expense, a box culvert underneath Corridor C, SH 29 Bypass ("Project"), as shown on Exhibit "B." Purchaser agrees that the box culvert constructed on the Property will not impound water and will allow for the natural flow of water through the box culvert. In the event Seller alleges the box culvert has interrupted the natural flow of water across the Property as a direct and proximate result of the Project, Purchaser agrees to meet and confer with Seller within two (2) weeks of a written request. If Purchaser or Purchaser's experts determine the Project has interrupted the natural flow of water, Purchaser agrees to pay to Seller $14,218 for a water well to feed Seller's stock pond shown on Exhibit "B."

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before August 13, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

6.01. In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

7.01. In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

KATHRYN J. CARLTON AS TRUSTEE OF THE KATHRYN J. CARLTON REVOCABLE LIVING TRUST

By: Kathryn J Carlton
Kathryn J. Carlton

Date: July 15, 2020

Address: 11620 CR 106
Georgetown, TX 78626

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Exhibit A

EXHIBIT____
PROPERTY DESCRIPTION FOR PARCEL 10

DESCRIPTION OF A 4.662 ACRE (203,072 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 134.52 ACRE TRACT OF LAND CITED IN SPECIAL WARRANTY DEED TO KATHRYN J. CARLTON AS TRUSTEE OF THE KATHRYN J. CARLTON REVOCABLE LIVING TRUST RECORDED IN DOCUMENT NO. 2016089829 AND DESCRIBED IN DOCUMENT NO. 2016027127 BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 4.662 ACRE (203,072 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found in the ostensible survey line of said Woodruff Stubblefield and the John McQueen Survey, Abstract No. 426, being the southwesterly corner of said 134.52 acre tract, same being the southeasterly corner of that called 172.51 acre tract of land described in Warranty Deed to Richard Charles Schmickrath and Wife, Carol Jean Schmickrath recorded in Volume 959, Page 961 of the Deed Records of Williamson County, Texas, also being in the northerly boundary line of that called 3.99 acre tract of land described in Warranty Deed to Jerry J. Cazares and Maria R. Cazares recorded in Document No. 2006026815 of the Official Public Records of Williamson County, Texas;

THENCE, departing said 3.99 acre tract, same being said ostensible survey line, with the common boundary line of said 172.51 acre tract and said 134.52 acre tract, N 21°36'46" W for a distance of 1257.83 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10199661.66, E=3156053.80 TxSPC Zone 4203) set 193.00 feet right of proposed Corridor C baseline station 183+75.87, in the proposed southeasterly Right-of-Way (ROW) line of said Corridor C (ROW width varies), for the southerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said proposed southeasterly ROW line, continuing with said common boundary line, the following two (2) courses:

1) **N 21°36'46" W** for a distance of **514.18** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet left of proposed Corridor C baseline station 186+91.55, in the proposed northwesterly ROW line;

2) With said proposed northwesterly ROW line, **N 21°36'46" W** for a distance of **62.19** feet to a 1/2" iron rod found 264.85 feet left of proposed Corridor C baseline station 187+22.53, being an angle point in the easterly boundary line of said 172.51 acre tract, same being the northwesterly corner of said 134.52 acre tract, also being the southwesterly corner of that called 83.23 acre (Tract 4) described in Warranty Deed to J. A. Davidson Holdings, L.P. (undivided 1/2 Interest) recorded in Document No. 2001027783 and also described in Executor's Distribution Deed to Pamela G. Martin, Dennis L. Davidson and James A. Davidson Jr. (undivided 1/2 interest) recorded in Document No. 2001072772, both of the Official Public Records of Williamson County, Texas, for the northerly corner of the herein described tract;

THENCE, departing said 172.51 acre tract, with the common boundary line of said 134.52 acre tract and said 83.23 acre tract, the following two (2) courses:

3) Continuing with said proposed northwesterly ROW line, **N 78°01'31" E** for a distance of **77.35** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet left of proposed Corridor C baseline station 187+74.32, for a point on line;

4) Departing said proposed northwesterly ROW line, **N 78°01'31" E** for a distance of **527.69** feet to the calculated southeasterly corner of said 83.23 acre tract in the westerly boundary line of that called 89.1 acre (Tract 5) cited in said Warranty Deed Document No. 2001027783 and also described in said Executor's Distribution Deed in Document No. 2001072772, same being an angle point in the northerly boundary line of said 134.52 acre tract, for an angle point herein, and from which, a 1/2" ID pipe found, being in the easterly boundary line of said 83.23 acre tract, same being the northwesterly corner of said 89.1 acre, bears N 34°08'29" W at a distance of 1259.99 feet;

THENCE, departing said 83.23 acre tract, with the common boundary line of said 89.1 acre tract and said 134.52 acre tract, the following two (2) courses:

5) **S 34°08'29" E** for a distance of **10.61** feet to the calculated southwesterly corner of said 89.1 acre, same being an angle point in said northerly boundary line of the 134.52 acre tract;

6) **N 76°44'17" E** for a distance of **187.33** feet to an iron rod with aluminum cap stamped "ROW 4933" set 203.00 feet right of proposed Corridor C baseline station 193+50.13 in said proposed southeasterly ROW line, for the easterly corner of the herein described tract;

THENCE, departing said 89.1 acre tract, through the interior of said 134.52 acre tract, with said proposed southeasterly ROW line, the following four (4) courses:

7) **S 46°39'53" W** for a distance of **189.86** feet to an iron rod with aluminum cap stamped "ROW 4933" set 203.00 feet right of proposed Corridor C baseline PT station 191+60.26, for the beginning of a curve to the left;

8) Along said curve to the left, having a delta angle of **17°05'45",** a radius of **1997.00** feet, an arc length of **595.86** feet and a chord which bears **S 38°07'01" W** for a distance of **593.66** feet to an iron rod with aluminum cap stamped "ROW 4933" set 203.00 feet right of proposed Corridor C baseline station 185+03.83, for a point of non-tangency;

9) **N 60°25'52" W** for a distance of **10.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet right of proposed Corridor C baseline station 185+03.83, for the beginning of a non-tangent curve to the left;

10) Along said non-tangent curve to the left, having a delta angle of **03°19'57",** a radius of **2007.00** feet, an arc length of **116.74** feet and a chord which bears **S 27°54'10" W** for a distance of **116.72** feet to the **POINT OF BEGINNING**, containing 4.662 acres, (203,072 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

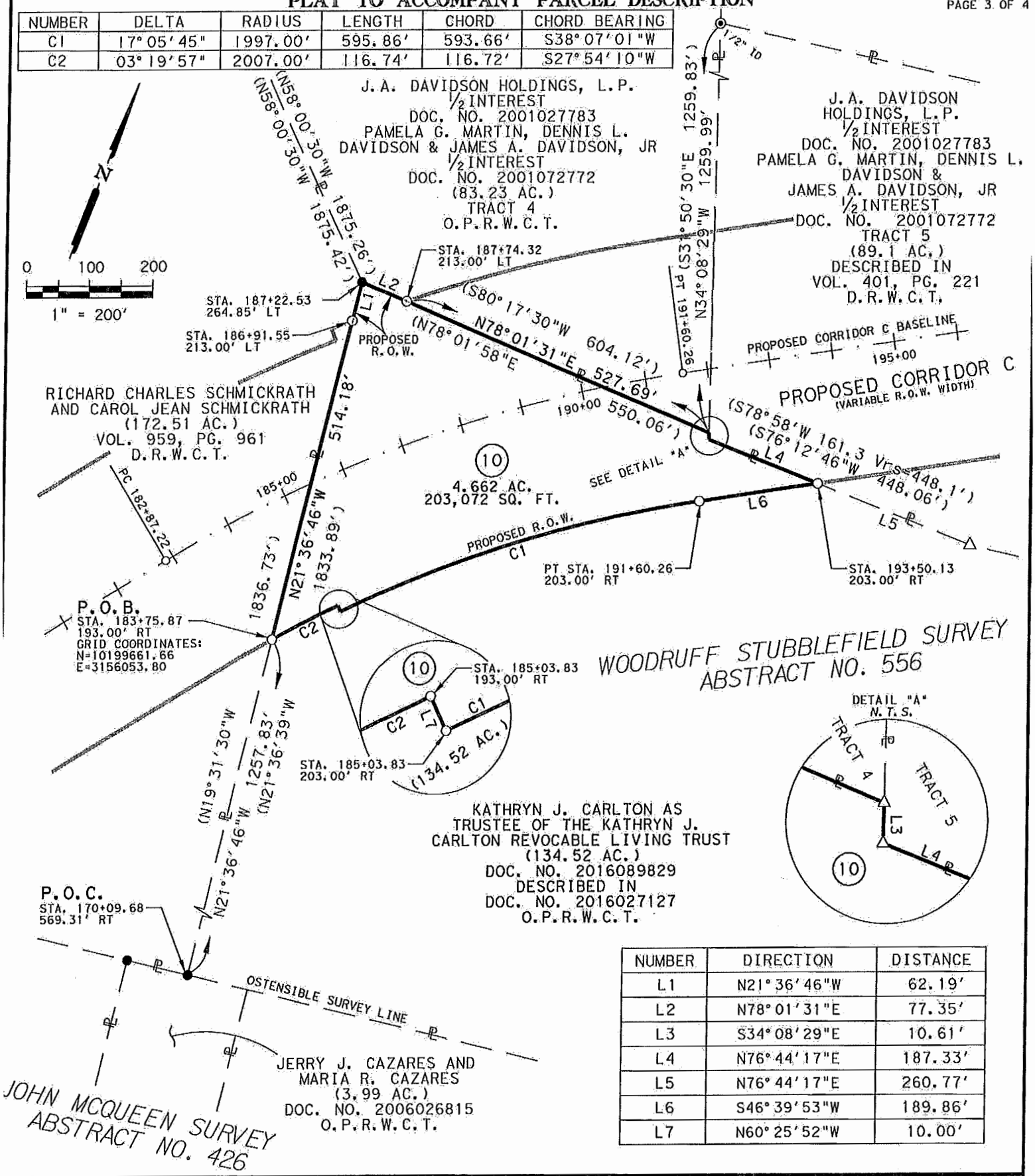
M. Stephen Truesdale — 3 DEC 2019

M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	17°05'45"	1997.00'	595.86'	593.66'	S38°07'01"W
C2	03°19'57"	2007.00'	116.74'	116.72'	S27°54'10"W



NUMBER	DIRECTION	DISTANCE
L1	N21°36'46"W	62.19'
L2	N78°01'31"E	77.35'
L3	S34°08'29"E	10.61'
L4	N76°44'17"E	187.33'
L5	N76°44'17"E	260.77'
L6	S46°39'53"W	189.86'
L7	N60°25'52"W	10.00'

INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF
KATHRYN J. CARLTON AS TRUSTEE OF THE KATHRYN J. CARLTON REVOCABLE LIVING TRUST

SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 10

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
□	IRON ROD FOUND W/TXDOT ALUMINUM CAP
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP, AS NOTED
✡	FENCE POST FOUND
△	CALCULATED POINT
○	IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)
◉	IRON PIPE FOUND
⊛	AXLE FOUND

℄	CENTER LINE
ℙ	PROPERTY LINE
( )	RECORD INFORMATION
—/\—	LINE BREAK
⌐	LAND HOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1933225-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 15, 2019, ISSUE DATE AUGUST 26, 2019.

10F. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 499, PAGE 229, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 3 DEC 2019

DATE:

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

	ACRES	SQUARE FEET
ACQUISITION	4.662	203,072
CALC/DEED AREA	134.52	5,859,691
REMAINDER AREA	129.86	5,656,619

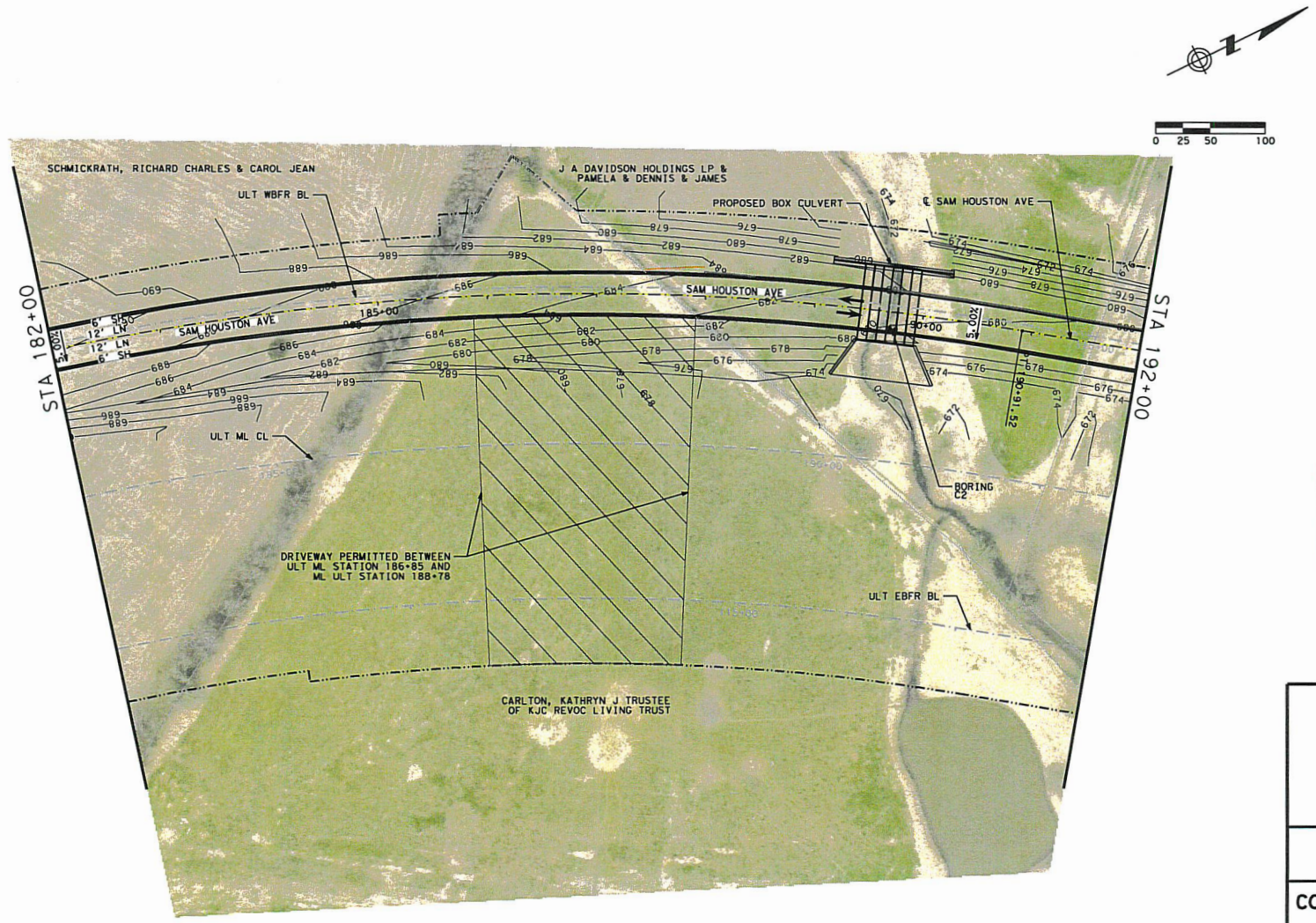
INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF
KATHRYN J. CARLTON AS TRUSTEE OF THE KATHRYN J. CARLTON REVOCABLE LIVING TRUST

SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 10

Exhibit B



LEGEND

- TRAFFIC DIRECTION
- PROPOSED R.O.W.
- EXIST R.O.W.
- PERMITTED DWY LOCATION

PRELIMINARY

Document Incomplete: not intended for permit, bidding or construction.

Engineer: CHRISTOPHER FOURNIER

P.E. Serial No. 123633

Date: 7/13/2020

WILLIAMSON COUNTY 1848

ATKINS TBPE REG. # F-474

CORRIDOR C / 29 BYPASS CARLTON DRIVEWAY EXHIBIT

SCALE: 1"=100'H SHEET 1 OF 1

DESIGNED: CAF	FED. RD DIV. No.	STATE	PROJECT No.			HIGHWAY No.	
CHECKED: JBH		TEXAS				CORRIDOR C	
DRAWN: ALY	STATE DISTRICT	COUNTY	CONTROL No.	SECTION No.	JOB No.	SHEET No.	
CHECKED: JBH	AUSTIN	WILLIAMSON				1	

PLOT DRIVER: RD*11x17*Color*PDF.plt
PEN TABLE: PenTable.tbl
FILE: pw:\\SUSD036343.wsatkins.com:ATKNATX01\Documents\Roads and Bridges\Projects\100065091 Corridor C PS&E\CADD\PAV\zzzzzzCorridor C*PP10.dgn DATE: 7/13/2020TIME: 10:37:23 AM

Exhibit C

Parcel 10

DEED

Corridor C—SH29 Bypass

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That KATHRYN J. CARLTON AS TRUSTEE OF THE KATHRYN J. CARLTON REVOCABLE LIVING TRUST, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 4.662 acre (203,072 Sq. Ft.) tract of land in the WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556, in Williamson County, Texas, being a portion of that called 134.52 acre tract of land cited in SPECIAL WARRANTY DEED to KATHRYN J. CARLTON AS TRUSTEE OF THE KATHRYN J. CARLTON REVOCABLE LIVING TRUST recorded in Document No. 2016089829 and described in Document No. 2016027127, both of the Official Public Records of Williamson County, Texas; said 4.662 acre (203,072 Sq. Ft.) tract of land being more particularly described by metes and bounds in EXHIBIT "A," attached hereto and incorporated herein (**Parcel 10**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A", to be removed within 60 days after the date of this conveyance, or as otherwise designated by Grantee, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Corridor C.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2020.

[signature page follow]

GRANTOR:

KATHRYN J. CARLTON AS TRUSTEE OF THE KATHRYN J. CARLTON REVOCABLE LIVING TRUST

_____

Kathryn J. Carlton

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by Kathryn J. Carlton, in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

Commissioners Court - Regular Session **103.**

Meeting Date: 07/21/2020

O'Connor Signal Project Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Doris S. Dickerson a/k/a Doris Sue Dickerson for right of way needed on the O'Connor Signal project (Parcel 3). Funding Source: Road Bond P281

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dickerson Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 08:52 AM

Form Started By: Charlie Crossfield Started On: 07/16/2020 08:47 AM

Final Approval Date: 07/16/2020

REAL ESTATE CONTRACT
O'CONNOR SIGNAL PROJECT - Dickerson

THIS REAL ESTATE CONTRACT ("Contract") is made by DORIS S. DICKERSON, A/K/A DORIS SUE DICKERSON (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.014 acre (589 SF) tract of land situated in the James Shelton Survey, Abstract No. 552, in Williamson County, Texas, being a portion of Lot 1, Block A, THE MEADOWS OF BRUSHY CREEK, a subdivision of record in Cabinet F, Slides 210-218 of the plat records of Williamson County, Texas, cited in order admitting will to probate as a muniment of title and described in General Warranty Deed to Jerry L. Dickerson (Deceased) and Spouse, Doris S. Dickerson recorded in Volume 2364, Page 650 of the Official Records of Williamson County, Texas; said 0.014 acre (589 SF) tract of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 3**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of THIRTY-SEVEN THOUSAND and 00/100 Dollars ($37,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

3.03. Purchaser is responsible for replacing the HOA wall on the new property line created by this acquisition.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before May 29, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total

damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Possession

8.10. Prior to closing, but after funds have been deposited with Independence Title Company, Purchaser is allowed to take possession of the Property to stake the new ROW boundary line and replace the existing HOA fence on the new property line.

Effective Date

8.11. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.12. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signatures on next page]

SELLER:

Doris S. Dickerson

By: Doris Dickerson

Name: Doris Dickerson

Address: 16623 Denise Dr.
Austin, TX 78717

Date: April 29, 2020

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT ____

County: Williamson
Parcel : 3
Project: WA 7-2019

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.014 ACRE (589 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES SHELTON SURVEY, ABSTRACT NO. 552, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK A, THE MEADOWS OF BRUSHY CREEK, A SUBDIVISION OF RECORD IN CABINET F, SLIDES 210-218 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CITED IN ORDER ADMITTING WILL TO PROBATE AS A MUNIMENT OF TITLE AND DESCRIBED IN GENERAL WARRANTY DEED TO JERRY L. DICKERSON (DECEASED) AND SPOUSE, DORIS S. DICKERSON RECORDED IN VOLUME 2364, PAGE 650 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.014 ACRE (589 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with plastic cap stamped "RPLS 4933" set in the proposed southwesterly Right-of-way (ROW) line of O'Conner Dr. (ROW width varies), same being the common boundary line of said Lot 1 and Lot 2 of said subdivision, for the southeasterly corner, and **POINT OF BEGINNING** of the herein described tract and from which, a nail in a rock found, being the common southerly corner of said Lot 1 and Lot 2, in the existing northeasterly ROW line of Denise Drive (50' ROW width) bears S 33°55'29" W, at a distance of 130.77 feet;

1) **THENCE,** departing said Lot 2, through the interior of said Lot 1, with said proposed ROW line, **N 65°53'44" W,** for a distance of **75.58** feet to an iron rod with plastic cap stamped "RPLS 4933" set in the existing curving southeasterly ROW line of Pocono Drive (120' ROW width), for the most westerly corner of the herein described tract, and from which, the calculated point of tangency of said curving ROW line bears along a curve to the left, having a delta angle of 34°13'26", a radius of 25.00 feet, an arc length of 14.93 feet and a chord which bears S 39°58'18" W, at a distance of 14.71 feet;

2) **THENCE,** departing said proposed ROW line, with the said existing curving southeasterly ROW line, same being the northerly boundary line of said Lot 1, along said curve to the right having a delta angle of **61°35'21"**, a radius of **25.00** feet, an arc length of **26.87** feet and a chord which bears **N 88°13'01" E**, at a distance of **25.60** feet to a 1/2" iron rod found, for a point of compound curvature, same being the intersection of said southeasterly ROW line and said existing southwesterly ROW line of O'Connor Drive, for the northwesterly corner of the herein described tract;

THENCE, with said existing southwesterly ROW line, same being the northeasterly boundary line of said Lot 1, the following two (2) courses:

3) along said curve to the right, having a delta angle of **05°59'49",** a radius of **295.00** feet, an arc length of **30.88** feet and a chord which bears **S 58°17'14" E,** for a distance of **30.86** feet to a 1/2" iron rod found, for a point of tangency;

4) **55°19'54" E,** for a distance of **22.84** feet to 1/2" iron rod found being the northeasterly corner of said Lot 1, and the northwesterly corner of said Lot 2, for the most northeasterly corner of the herein described tract;

5) **THENCE,** departing said existing southwesterly ROW line, with the common boundary line of said Lot 1 and Lot 2, **S 33°55'29" W,** for a distance of **2.95** feet to the **POINT OF BEGINNING**, containing 0.014 acre (589 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

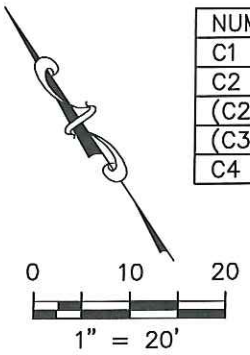
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 8 OCT 2019

M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

EXHIBIT
PLAT TO ACCOMPANY DESCRIPTION

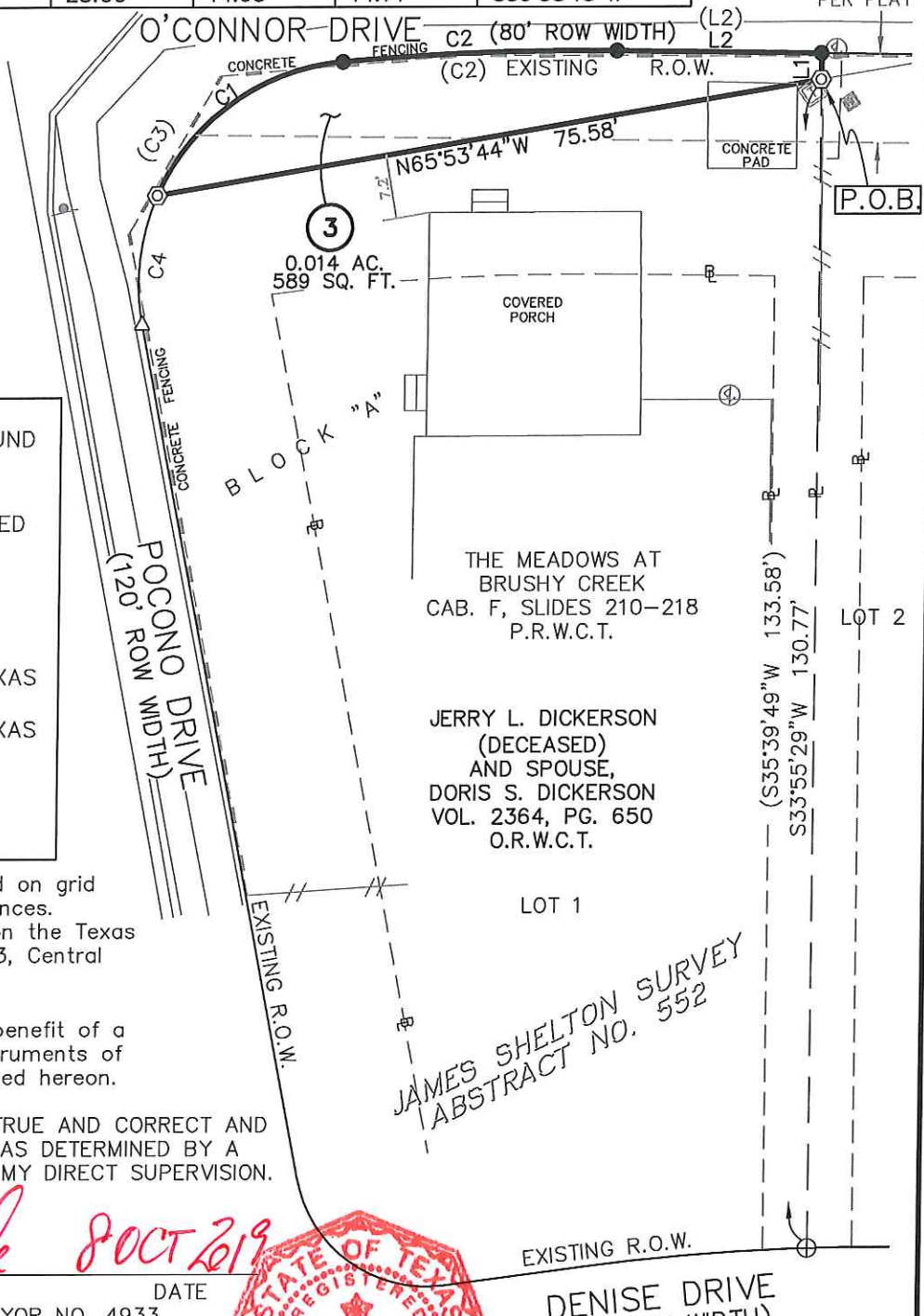
NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	61°35'21"	25.00'	26.87'	25.60'	N88°13'01"E
C2	05°59'49"	295.00'	30.88'	30.86'	S58°17'14"E
(C2)	(05°59'36")	(295.00')	(30.86')	(30.84')	(N56°25'48"W)
(C3)	(95°58'24")	(25.00')	(41.88')	(37.15')	
C4	34°13'26"	25.00'	14.93'	14.71'	S39°58'18"W



NO.	DIRECTION	DISTANCE
L1	S33°55'29"W	2.95'
L2	S55°19'54"E	22.84'
(L2)	(S53°26'00"E)	(22.89')

LEGEND

⊕	NAIL FOUND
◉	IRON ROD WITH CAP FOUND
●	1/2" IRON ROD FOUND UNLESS NOTED
◎	CAPPED IRON ROD MARKED "INLAND–4933" SET
△	CALCULATED POINT
℄	PROPERTY LINE
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
( )	RECORD INFORMATION
⌇	DISTANCE BREAK
– – – –	CONCRETE FENCE



1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

2) This survey was performed without benefit of a Title Abstract. There may be other instruments of record that affect this tract not depicted hereon.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 8 OCT 2019

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591–00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

	ACRES	SQUARE FEET
ACQUISITION	0.014	589
CALC/DEED AREA	0.209	9,087
REMAINDER AREA	0.195	8,498

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

10–03–2019

PARCEL 3
0.014 ACRES
589 SQUARE FEET

S:_Williamson County\2019 WA SUBMITTALS\WA 7 OCONNOR ROW ACQ\PARCELS\PARCEL 3.dwg

Parcel 3

SPECIAL WARRANTY DEED

County Road O'Connor Signal Project

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That **DORIS S. DICKERSON, A/K/A DORIS SUE DICKERSON**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 0.014 acre (589 SF) tract of land situated in the James Shelton Survey, Abstract No. 552, in Williamson County, Texas, being a portion of Lot 1, Block A, THE MEADOWS OF BRUSHY CREEK, a subdivision of record in Cabinet F, Slides 210-218 of the plat records of Williamson County, Texas, cited in order admitting will to probate as a muniment of title and described in General Warranty Deed to Jerry L. Dickerson (Deceased) and Spouse, Doris S. Dickerson recorded in Volume 2364, Page 650 of the Official Records of Williamson County, Texas; said 0.014 acre (589 SF) tract of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 3**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of any facilities on the Property, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2020.

[signature page follows]

GRANTOR:

_____
Doris S. Dickerson

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by Doris S. Dickerson in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

EXHIBIT ____

County: Williamson
Parcel : 3
Project: WA 7-2019

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.014 ACRE (589 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES SHELTON SURVEY, ABSTRACT NO. 552, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK A, THE MEADOWS OF BRUSHY CREEK, A SUBDIVISION OF RECORD IN CABINET F, SLIDES 210-218 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CITED IN ORDER ADMITTING WILL TO PROBATE AS A MUNIMENT OF TITLE AND DESCRIBED IN GENERAL WARRANTY DEED TO JERRY L. DICKERSON (DECEASED) AND SPOUSE, DORIS S. DICKERSON RECORDED IN VOLUME 2364, PAGE 650 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.014 ACRE (589 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with plastic cap stamped "RPLS 4933" set in the proposed southwesterly Right-of-way (ROW) line of O'Conner Dr. (ROW width varies), same being the common boundary line of said Lot 1 and Lot 2 of said subdivision, for the southeasterly corner, and **POINT OF BEGINNING** of the herein described tract and from which, a nail in a rock found, being the common southerly corner of said Lot 1 and Lot 2, in the existing northeasterly ROW line of Denise Drive (50' ROW width) bears S 33°55'29" W, at a distance of 130.77 feet;

1) **THENCE,** departing said Lot 2, through the interior of said Lot 1, with said proposed ROW line, **N 65°53'44" W,** for a distance of **75.58** feet to an iron rod with plastic cap stamped "RPLS 4933" set in the existing curving southeasterly ROW line of Pocono Drive (120' ROW width), for the most westerly corner of the herein described tract, and from which, the calculated point of tangency of said curving ROW line bears along a curve to the left, having a delta angle of 34°13'26", a radius of 25.00 feet, an arc length of 14.93 feet and a chord which bears S 39°58'18" W, at a distance of 14.71 feet;

2) **THENCE,** departing said proposed ROW line, with the said existing curving southeasterly ROW line, same being the northerly boundary line of said Lot 1, along said curve to the right having a delta angle of **61°35'21"**, a radius of **25.00** feet, an arc length of **26.87** feet and a chord which bears **N 88°13'01" E**, at a distance of **25.60** feet to a 1/2" iron rod found, for a point of compound curvature, same being the intersection of said southeasterly ROW line and said existing southwesterly ROW line of O'Connor Drive, for the northwesterly corner of the herein described tract;

THENCE, with said existing southwesterly ROW line, same being the northeasterly boundary line of said Lot 1, the following two (2) courses:

3) along said curve to the right, having a delta angle of **05°59'49",** a radius of **295.00** feet, an arc length of **30.88** feet and a chord which bears **S 58°17'14" E,** for a distance of **30.86** feet to a 1/2" iron rod found, for a point of tangency;

4) **55°19'54" E,** for a distance of **22.84** feet to 1/2" iron rod found being the northeasterly corner of said Lot 1, and the northwesterly corner of said Lot 2, for the most northeasterly corner of the herein described tract;

5) **THENCE,** departing said existing southwesterly ROW line, with the common boundary line of said Lot 1 and Lot 2, **S 33°55'29" W,** for a distance of **2.95** feet to the **POINT OF BEGINNING**, containing 0.014 acre (589 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

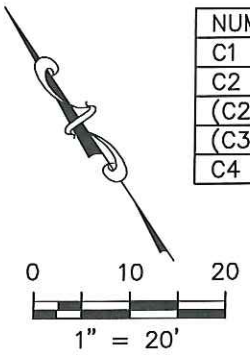
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 8 OCT 2019

M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

EXHIBIT
PLAT TO ACCOMPANY DESCRIPTION

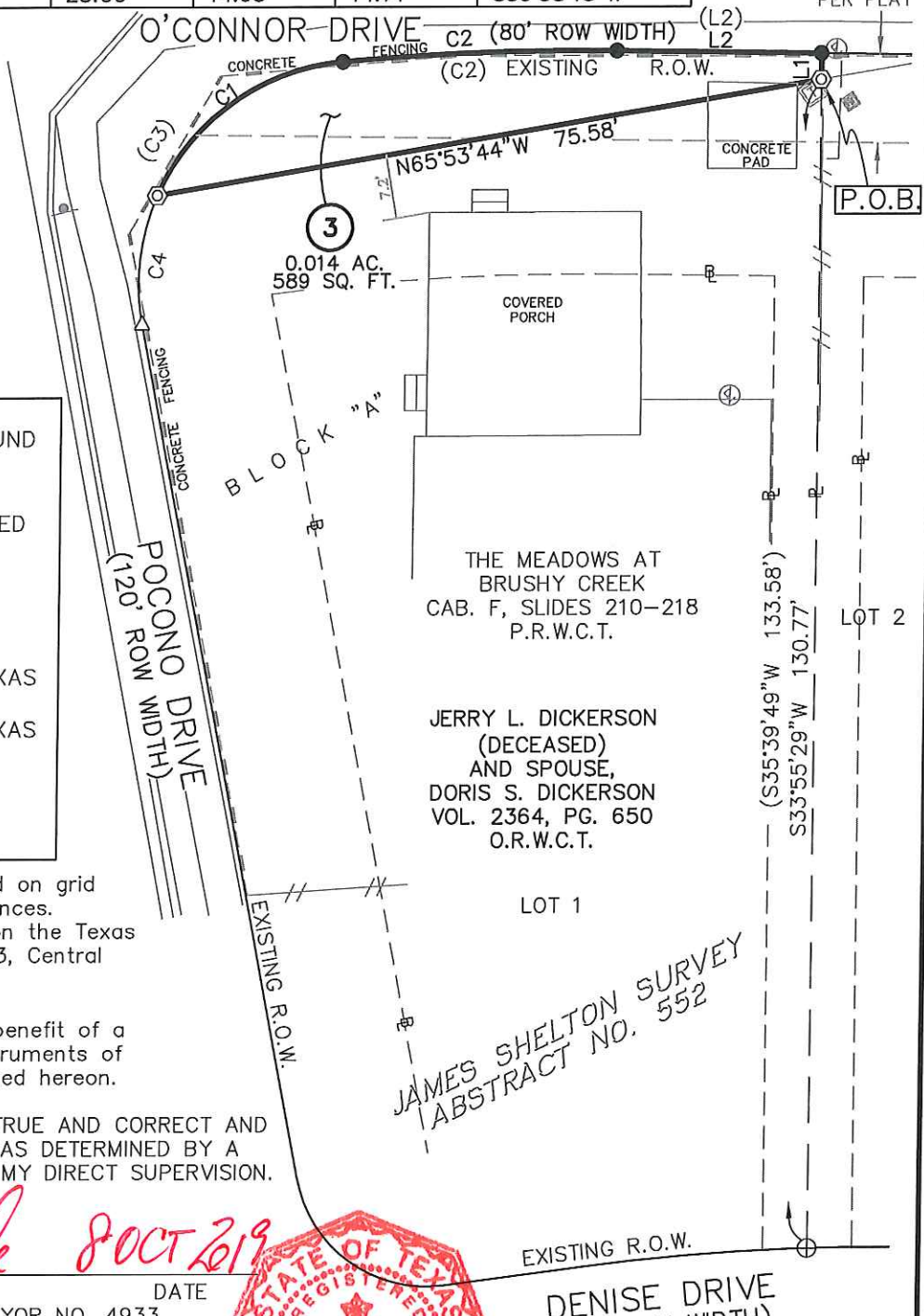
NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	61°35'21"	25.00'	26.87'	25.60'	N88°13'01"E
C2	05°59'49"	295.00'	30.88'	30.86'	S58°17'14"E
(C2)	(05°59'36")	(295.00')	(30.86')	(30.84')	(N56°25'48"W)
(C3)	(95°58'24")	(25.00')	(41.88')	(37.15')	
C4	34°13'26"	25.00'	14.93'	14.71'	S39°58'18"W



NO.	DIRECTION	DISTANCE
L1	S33°55'29"W	2.95'
L2	S55°19'54"E	22.84'
(L2)	(S53°26'00"E)	(22.89')

LEGEND

⊕	NAIL FOUND
◉	IRON ROD WITH CAP FOUND
●	1/2" IRON ROD FOUND UNLESS NOTED
◎	CAPPED IRON ROD MARKED "INLAND–4933" SET
△	CALCULATED POINT
℄	PROPERTY LINE
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
( )	RECORD INFORMATION
⌇	DISTANCE BREAK
– – – –	CONCRETE FENCE



1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

2) This survey was performed without benefit of a Title Abstract. There may be other instruments of record that affect this tract not depicted hereon.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 8 OCT 2019

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591–00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

	ACRES	SQUARE FEET
ACQUISITION	0.014	589
CALC/DEED AREA	0.209	9,087
REMAINDER AREA	0.195	8,498

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

10–03–2019

PARCEL 3
0.014 ACRES
589 SQUARE FEET

S:_Williamson County\2019 WA SUBMITTALS\WA 7 OCONNOR ROW ACQ\PARCELS\PARCEL 3.dwg

Commissioners Court - Regular Session **104.**

Meeting Date: 07/21/2020

Corridor C Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Kathryn Ann Wilson, Beth Nowlin Davis, Casey S. Smith, Hatch C. Smith Jr. and Katherine S. Tuck for right of way needed on the Corridor C project (Parcel 15). Funding Source: Road Bonds P459

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wilson/Davis Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 08:56 AM

Form Started By: Charlie Crossfield Started On: 07/16/2020 08:50 AM

Final Approval Date: 07/16/2020

REAL ESTATE CONTRACT
Corridor C—SH29 Bypass

THIS REAL ESTATE CONTRACT ("Contract") is made by KATHRYN ANN WILSON, BETH NOWLIN DAVIS, CASEY S. SMITH, HATCH C. SMITH, JR, AND KATHERINE S. TUCK (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 10.130 acre (441,279 Sq. Ft.) tract of land in the John F. Fergusen Survey, Abstract No. 231 and the Samuel Nimmo Survey, Abstract No. 481, in Williamson County, Texas and being a portion of Tract IV, a 62.524 acre tract conveyed to Kathryn Ann Wilson in deed recorded in Volume 1626, Page 271, Official Records, Williamson County, Texas; said 10.130 acre tract being more particularly described by metes and bounds in EXHIBIT "A," attached hereto and incorporated herein (**Parcel 15**);
>
> Approximately 6.27 acre (273,121 Sq. Ft.) tract of land in the John F. Fergusen Survey, Abstract No. 231 and the Samuel Nimmo Survey, Abstract No. 481, in Williamson County, Texas and being a portion of Tract IV, a 62.524 acre tract conveyed to Kathryn Ann Wilson in deed recorded in Volume 1626, Page 271, Official Records, Williamson County, Texas; said 6.27 acre tract being more particularly described by aerial in EXHIBIT "B," attached hereto and incorporated herein (**Parcel 15R**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" and Exhibit "B" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below. Parcel 15R is to be surveyed at the expense of Purchaser prior to closing.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A" and Exhibit "B", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of THREE HUNDRED THOUSAND and 00/100 Dollars ($300,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before May 3, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total

damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

KATHRYN ANN WILSON

By: Kathryn Ann Wilson

Name: Kathryn Ann Wilson

Date: 4-14-2020

Address: 151 C.R. 120
Georgetown, TX 78626

BETH NOWLIN DAVIS

By: Beth Nowlin Davis

Name: Beth Nowlin Davis

Date: 4-14-2020

Address: 3341 Purdue Ave
Dallas, Tx 75225

CASEY S. SMITH

By:_____

Name:_____

Date:_____

Address:_____

_____

HATCH C. SMITH, JR

By:_____

Name:_____

Date:_____

Address:_____

_____

KATHERINE S. TUCK

By:_____

Name:_____

Date:_____

Address:_____

_____

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

BETH NOWLIN DAVIS

By:_____ Address:_____

Name:_____ _____

Date:_____

CASEY S. SMITH

By: Casey Smith Address: 101 Colorado St #909

Name: Casey Smith Austin, TX 78701

Date: 4/14/20

HATCH C. SMITH, JR

By:_____ Address:_____

Name:_____ _____

Date:_____

KATHERINE S. TUCK

By:_____ Address:_____

Name:_____ _____

Date:_____

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____ Address: 710 Main Street, Suite 101
Bill Gravell, Jr. Georgetown, Texas 78626
County Judge

Date: _____

BETH NOWLIN DAVIS

By:_____ Address:_____

Name:_____ _____

Date:_____

CASEY S. SMITH

By:_____ Address:_____

Name:_____ _____

Date:_____

HATCH C. SMITH, JR

By: Hatch C Smith Address: 105 Nolina Cir

Name: Hatch C. Smith Jr Boerne, Tx 78006

Date: 4/15/2020

KATHERINE S. TUCK

By: Katherine S. Tuck Address: 11539 Gunfight Lane

Name: Katherine S. Tuck Austin, Tx 78748

Date: 4/15/2020

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____ Address: 710 Main Street, Suite 101
Bill Gravell, Jr. Georgetown, Texas 78626
County Judge

Date: _____

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 15 PART 1

DESCRIPTION OF A 10.130 ACRE (441,279 SQUARE FOOT), TRACT OF LAND SITUATED IN THE JOHN F. FERGUSEN SURVEY, ABSTRACT NO. 231 AND THE SAMUEL NIMMO SURVEY, ABSTRACT NO. 481 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 62.524 ACRE TRACT OF LAND (TRACT IV) DESCRIBED IN GIFT DEEDS TO KATHRYN ANN WILSON (UNDIVIDED 1/2 INTEREST) RECORDED IN VOLUME 1626, PAGE 271 AND VOLUME 1626, PAGE 304 AND TO BETH NOWLIN DAVIS (UNDIVIDED 1/2 INTEREST) RECORDED IN VOLUME 1626, PAGE 282 AND VOLUME 1626, PAGE 293, ALL BEING OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ET AL CERTAIN INTERESTS IN DOCUMENT NO. 9718770 OF SAID OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 10.130 ACRE (441,279 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a broken Type 1 TxDOT monument found 358.01 feet right of proposed Corridor C baseline station 279+39.80 in the existing southerly Right-of-Way (ROW) line of State Highway (S.H.) 29 (120' width ROW), being in the northeasterly boundary line of said 62.524 acre tract for a point of compound curvature;

THENCE, with the common boundary line of said 62.524 acre tract and said existing southerly ROW line, along a curve to the left having a delta angle of 07°41'57", a radius of 1085.92 feet, an arc length of 145.92 feet and a chord which bears N 53°05'08" W for a distance of 145.81 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10209406.13, E=3162276.45 TxSPC Zone 4203) set 213.00 feet right of proposed Corridor C baseline station 279+24.52 in the proposed southeasterly ROW line of Corridor C, for the **POINT OF BEGINNING** of the herein described tract;

1) **THENCE,** departing said existing southerly ROW line, through the interior of said 62.524 acre tract, with the proposed southeasterly ROW line, **S 42°55'39" W,** at a distance of 980.79 feet, pass an iron rod with aluminum cap stamped "REF/WITNESS RPLS 4933" set 213.00 feet right of proposed Corridor C baseline station 269+43.73, and continuing for a total distance of **1080.79** feet to a calculated point 213.00 feet right of proposed Corridor C baseline station 268+43.74, in the approximate centerline of the San Gabriel River, being in the southwesterly boundary line of said 62.524 acre tract, same being the northeasterly boundary line of that called 8.41 acre tract of land (Tract II) described in Special Warranty Deed to Georgetown Independent School District recorded in Document No. 2003103794 of the Official Public Records of Williamson County, Texas, for the most southerly corner of the herein described tract;

THENCE, departing said proposed southeasterly ROW line, with the approximate centerline of said San Gabriel River (along the average of the cited meander calls from said 8.41 acre tract and said 62.524 acre tract), the following two (2) courses:

2) **N 46°40'22" W** for a distance of **204.62** feet to a calculated angle point;

3) **N 50°23'58" W** for a distance of **231.77** feet to a calculated point 223.00 feet left of proposed Corridor C baseline station 268+31.71, in the proposed northwesterly ROW line of said Corridor C, for the westerly corner of the herein described tract;

4) **THENCE,** departing said approximate centerline of the San Gabriel River, same being said 8.41 acre tract, through the interior of said 62.524 acre tract, with said proposed northwesterly ROW line, **N 42°55'39" E,** at a distance of 100.00 feet, pass an iron rod with aluminum cap stamped "REF/WITNESS RPLS 4933" set 223.00 feet left of proposed Corridor C baseline station 269+31.71, and continuing for a total distance of **913.07** feet to an iron rod with aluminum cap stamped "ROW 4933" set 223.00 feet left of proposed Corridor C baseline station 277+44.78, in said existing southerly ROW line of S.H. 29, for the northerly corner of the herein described tract, and from which a leaning Type 1 TxDOT monument found, in the existing southerly ROW line of said S.H. 29, same being in the northerly boundary line of said 62.524 acre tract bears, with said existing ROW line, along a curve to the left, having a delta angle of 12°52'50", a radius of 1085.92 feet, an arc length of 244.13 feet and a chord which bears N 88°27'28" W for a distance of 243.61 feet;

5) **THENCE**, departing said proposed northwesterly ROW line, with said existing southerly ROW line, same being the northerly, northeasterly boundary line of said 62.524 acre tract, along a curve to the right having a delta angle of **25°04'56",** a radius of **1085.92** feet, an arc length of **475.38** feet and a chord which bears **S 69°28'34"E** for a distance of **471.59** feet to the **POINT OF BEGINNING**, containing 10.130 acre, (441,279 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made partially on the ground and partially from record information under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 3 DEC 2019

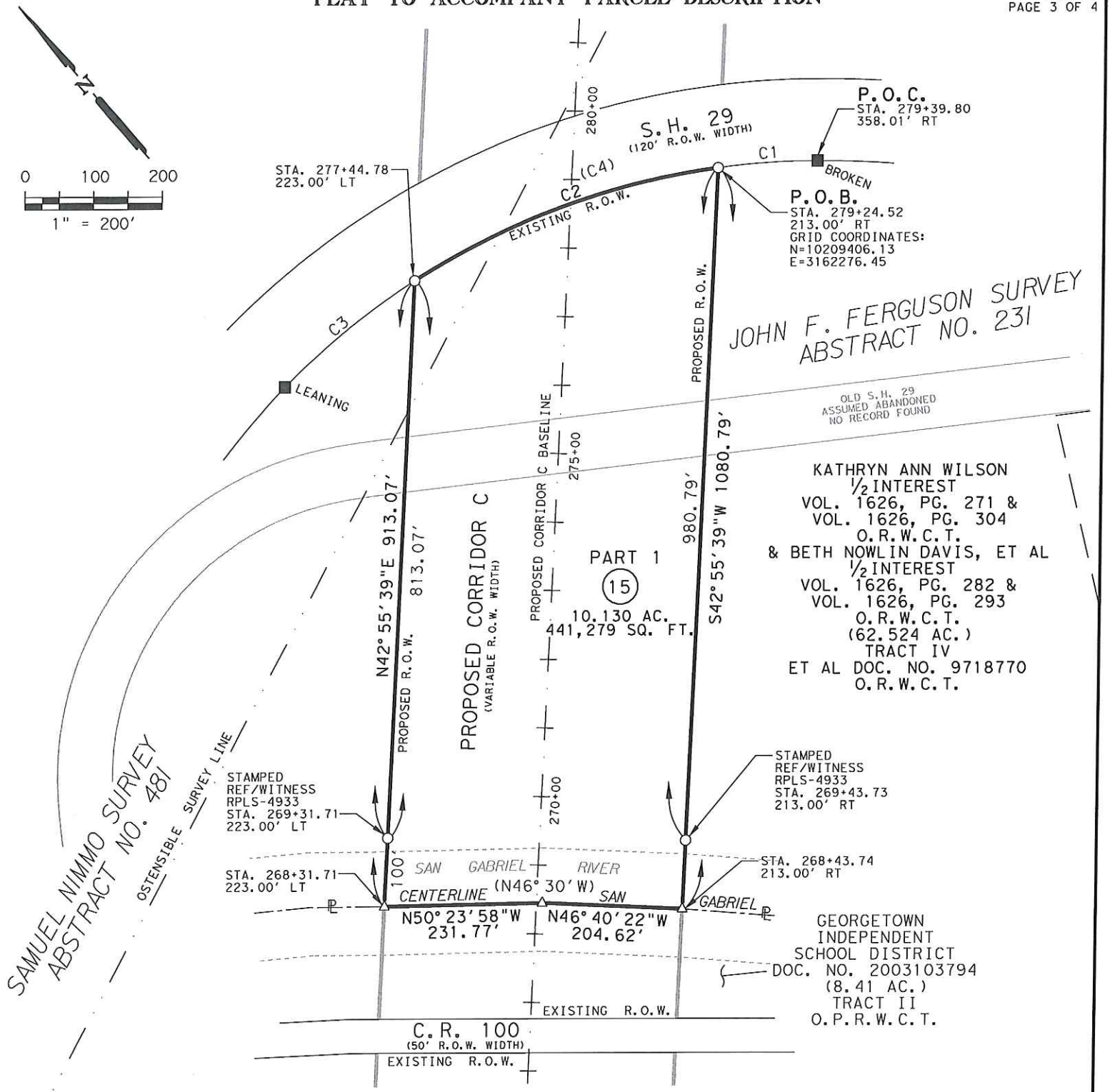
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	07° 41' 57"	1085.92'	145.92'	145.81'	N53° 05' 08"W
C2	25° 04' 56"	1085.92'	475.38	471.59'	S69° 28' 34"E
C3	12° 52' 50"	1085.92'	244.13'	243.61'	N88° 27' 28"W
(C4)	(45° 38')	(1085.92')	(864.90')		

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

KATHRYN ANN WILSON
BETH NOWLIN DAVIS, ET AL

SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 15
PART 1

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 15-PART 1-WILSON-DAVIS\PARCEL 15-PART 1-WILSON-DAVIS-REV.dgn

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
□	IRON ROD FOUND W/TXDOT ALUMINUM CAP
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP, AS NOTED
⊛	FENCE POST FOUND
△	CALCULATED POINT
○	IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)
◉	IRON PIPE FOUND
◎	AXLE FOUND
℄	CENTER LINE
ℙ	PROPERTY LINE
( )	RECORD INFORMATION
⌐⌙	LINE BREAK
⌐⌙	LAND HOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas tate Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO.1937056-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 11, 2019, ISSUE DATE SEPTEMBER 19, 2019.

10F. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 278, PAGE 632, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

G. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 279, PAGE 421, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

H. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 304, PAGE 265, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 331, PAGE 348, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

J. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 342, PAGE 270, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

K. PIPE LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 586, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

L. PIPE LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 587, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

M. WATER LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 1399, PAGE 208, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

N. EASEMENT TO GTE SOUTHWEST INCORPORATED RECORDED IN DOCUMENT NO. 9747903, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

O. EASEMENT TO GTE SOUTHWEST INCORPORATED RECORDED IN DOCUMENT NO. 9749637, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 3 DEC 2019

DATE:

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

	ACRES	SQUARE FEET
ACQUISITION PART 1	10.130	471,279
ACQUISITION PART 2	42.079	1,832,957
TOTAL ACQUISITION	52.209	2,304,236
DEED AREA	351.988	15,332,597
REMAINDER AREA	299.779	13,028,361

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

KATHRYN ANN WILSON
BETH NOWLIN DAVIS, ET AL

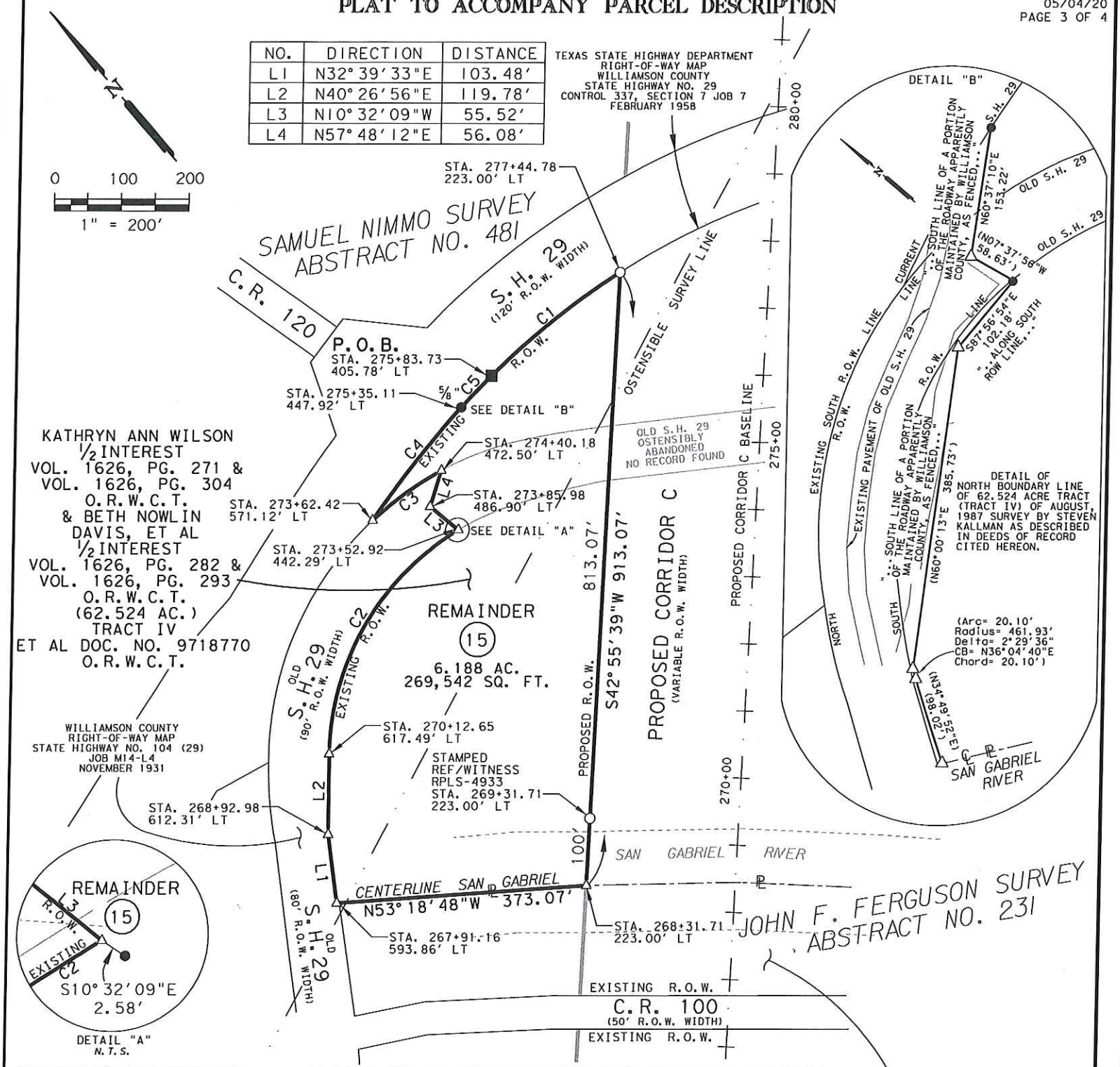
SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 15 PART 1

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 15-PART 1-WILSON-DAVIS\PARCEL 15-PART 1-WILSON-DAVIS-REV.dgn

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	N32° 39' 33"E	103.48'
L2	N40° 26' 56"E	119.78'
L3	N10° 32' 09"W	55.52'
L4	N57° 48' 12"E	56.08'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	12° 52' 50"	1085.92'	244.13'	243.61'	S88° 27' 28"E
C2	58° 36' 18"	391.00'	399.93'	382.73'	N70° 10' 16"E
C3	15° 00' 39"	481.00'	126.02'	125.66'	N85° 18' 15"W
C4	08° 17' 02"	1468.85'	212.37'	212.18'	N78° 27' 00"E
C5	02° 30' 36"	1468.85'	64.35'	64.34'	N83° 50' 49"E

GEORGETOWN
INDEPENDENT
SCHOOL DISTRICT
DOC. NO. 2003103794
(8.41 AC.)
TRACT II
O.P.R.W.C.T.

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

KATHRYN ANN WILSON
BETH NOWLIN DAVIS, ET AL

SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 15
REMAINDER

C:*HOME-OFFICE\ATKINS-CORRIDOR C\PARCEL 15 PART 1\PARCEL 15-PART 1-WILSON-DAVIS-REMAINDER.dgn

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
□	IRON ROD FOUND W/TXDOT ALUMINUM CAP
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP, AS NOTED
✡	FENCE POST FOUND
△	CALCULATED POINT
○	IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)
◉	IRON PIPE FOUND
◎	AXLE FOUND

℄	CENTER LINE
℞	PROPERTY LINE
( )	RECORD INFORMATION
⌐⌙⌐	LINE BREAK
⌐	LAND HOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

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I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 6 MAY 2020

M. STEPHEN TRUESDALE DATE:
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

KATHRYN ANN WILSON
BETH NOWLIN DAVIS, ET AL

SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 15 REMAINDER

C:*HOME-OFFICE\ATKINS-CORRIDOR C\PARCEL 15 PART 1\PARCEL 15-PART 1-WILSON-DAVIS-REMAINDER.dgn

EXHIBIT B

PROPERTY DESCRIPTION FOR WILSON REMAINDER TRACT

DESCRIPTION OF A 6.188 ACRE (269,542 SQUARE FOOT), TRACT OF LAND SITUATED IN THE JOHN F. FERGUSON SURVEY, ABSTRACT NO. 231 AND THE SAMUEL NIMMO SURVEY, ABSTRACT NO. 481 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 62.524 ACRE TRACT OF LAND (TRACT IV) DESCRIBED IN GIFT DEEDS TO KATHRYN ANN WILSON (UNDIVIDED 1/2 INTEREST) RECORDED IN VOLUME 1626, PAGE 271 AND VOLUME 1626, PAGE 304 AND TO BETH NOWLIN DAVIS (UNDIVIDED 1/2 INTEREST) RECORDED IN VOLUME 1626, PAGE 282 AND VOLUME 1626, PAGE 293, ALL BEING OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ET AL CERTAIN INTERESTS IN DOCUMENT NO. 9718770 OF SAID OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 6.188 ACRE (269,542 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Type 1 TxDOT monument found 405.78 feet left of proposed Corridor C baseline station 275+83.73 in the existing southerly Right-of-Way (ROW) line of State Highway (S.H.) 29 (120' width ROW), being in the northerly boundary line of said 62.524 acre tract for a point of compound curvature;

THENCE, with the common boundary line of said 62.524 acre tract and said existing southerly ROW line, along a curve to the right having a delta angle of 12°52'50", a radius of 1085.92 feet, an arc length of 244.13 feet and a chord which bears S 88°27'28" E for a distance of 243.61 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10209571.44, E=3161834.85 TxSPC Zone 4203) set 223.00 feet left of proposed Corridor C baseline station 277+44.78 in the proposed northwesterly ROW line of Corridor C, for the easterly corner of the herein described tract;

1) **THENCE,** departing said existing southerly ROW line, through the interior of said 62.524 acre tract, with said proposed northwesterly ROW line, **S 42°55'39" W,** at a distance of 813.07 feet, pass an iron rod with aluminum cap stamped "REF/WITNESS RPLS 4933" set 223.00 feet left of proposed Corridor C baseline station 269+31.77, and continuing for a total distance of **913.07** feet to a calculated point 223.00 feet left of proposed Corridor C baseline station 268+31.77, in the approximate centerline of the San Gabriel River, being in the southwesterly boundary line of said 62.524 acre tract, same being the northeasterly boundary line of that called 8.41 acre tract of land (Tract II) described in Special Warranty Deed to Georgetown Independent School District recorded in Document No. 2003103794 of the Official Public Records of Williamson County, Texas, for the most southerly corner of the herein described tract;

2) THENCE, departing said proposed northwesterly ROW line, with the common boundary line of said 62.524 acre tract and said 8.41 acre tract, in the approximate centerline of said San Gabriel River **N 53°18'48" W,** for a distance of **373.07** feet to a calculated point 593.86 feet left of proposed Corridor C baseline station 267+91.16 in the southeasterly ROW line of old S.H. 29 (here 80' ROW width) as depicted on Williamson County Right-of-Way Map-State Highway No. 104 (29), Job M14-L4, From Georgetown to Circleville, dated November, 1931, for the westerly corner of the herein described tract;

THENCE, with said southeasterly ROW line of old S.H. 29, the following three (3) courses:

3) **N 32°39'33" E,** for a distance of **103.48** feet to a calculated point 612.31 feet left of proposed Corridor C baseline station 268+92.98, being the beginning of a 126 foot spiral curve transitioning the 80' ROW to a 90' ROW (50' southeasterly of the S.H. 29 centerline);

4) **N 40°26'56" E,** for a distance of **119.79** feet to a calculated point, being the chord of said spiral curve to the beginning of a simple curve to the right;

5) Along said curve to the right, having a delta angle of **58°36'18",** a radius of **391.00** feet, an arc length of **399.93** feet and a chord which bears **N 70°10'16" E,** for a distance of **382.73** feet to a point in a north–south running fence line intersecting the called north boundary line of said Tract IV in the above cited deeds as surveyed by Steven Kallman in August of 1987, and from which, a 1/2" iron rod found at a fence corner post and being an angle point in the north line of said 1988 survey, bears S 16°02'56" E at a distance of 2.58 feet;

THENCE, departing said existing southeasterly ROW line of old S.H. 29, same being with a portion of the north line of said 1987 survey generally along an existing fence line, the following two (2) courses:

6) **N 10°32'09" W,** for a distance of **55.52** feet, to a calculated point (a 1/2" iron rod called set during said 1987 survey was not found);

7) **N 57°48'12" E,** for a distance of **56.08** feet, to a calculated point in the curving northerly ROW line of said old S.H. 29;

8) **THENCE,** with said northerly ROW line of old S.H. 29, along said curve to the left, having a delta angle of **15°00'39",** a radius of **481.00** feet, an arc length of **126.02** feet and a chord which bears **N 85°18'15" W,** for a distance of **125.66** feet to a calculated point in the existing southerly ROW line of the current S.H. 29 as depicted on Texas State Highway Department Right-of-Way Map, Williamson County, State Hwy. No. 29 (Control 337, Section 2, Job 7) dated February, 1958, for a point of cusp;

9) **THENCE,** departing said northerly ROW line of old S.H. 29, with the existing southerly ROW line of said current S.H. 29, along a curve to the right, having a delta angle of **08°17'02",** a radius of **1468.85** feet, an arc length of **212.37** feet and a chord which bears **N 78°27'00" E,** for a distance of **212.18** feet to a 5/8" iron rod found at the intersection of an existing fence line, said iron rod being set as an angle point in the northerly boundary line of said 62.524 acre tract during the said 1987 survey;

THENCE, continuing with the existing curving southerly ROW line of said current S.H. 29, same being with a portion of the north line of said 1987 survey, the following two (2) courses:

10) along a curve to the right, having a delta angle of **02°30'36",** a radius of **1468.85** feet, an arc length of **64.35** feet and a chord which bears **N 83°50'49" E,** for a distance of **64.34** feet to a TxDOT Type 1 concrete ROW monument found leaning for a point of compound curvature;

11) along said curve to the right, having a delta angle of **12°52'50",** a radius of **1085.92** feet, an arc length of **244.13** feet and a chord which bears **S 88°27'28" E,** for a distance of **243.61** feet to the **POINT OF BEGINNING**, containing 6.188 acre, (269,542 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made partially on the ground and partially from record information under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 6 MAY 2020

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

Exhibit "C"

Parcel 15

DEED

Corridor C—SH29 Bypass

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That KATHRYN ANN WILSON, BETH NOWLIN DAVIS, CASEY S. SMITH, HATCH C. SMITH, JR, AND KATHERINE S. TUCK, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all the certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 10.130 acre (441,279 Sq. Ft.) tract of land in the John F. Fergusen Survey, Abstract No. 231 and the Samuel Nimmo Survey, Abstract No. 481, in Williamson County, Texas and being a portion of Tract IV, a 62.524 acre tract conveyed to Kathryn Ann Wilson in deed recorded in Volume 1626, Page 271, Official Records, Williamson County, Texas; said 10.130 acre tract being more particularly described by metes and bounds in EXHIBIT "A," attached hereto and incorporated herein (**Parcel 15**);
>
> and
>
> All of that certain 6.188 acre (269,542 Sq. Ft.) tract of land in the John F. Fergusen Survey, Abstract No. 231 and the Samuel Nimmo Survey, Abstract No. 481, in Williamson County, Texas and being a portion of Tract IV, a 62.524 acre tract conveyed to Kathryn Ann Wilson in deed recorded in Volume 1626, Page 271, Official Records, Williamson County, Texas; said 6.27 acre tract being more particularly described by aerial in EXHIBIT "B," attached hereto and incorporated herein (**Parcel 15R**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibits "A" and "B", to be removed within 60 days after the date of this conveyance, or as otherwise designated by Grantee, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Corridor C/Southeast Inner Loop.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2020.

Acknowledgements on following pages

GRANTOR:

KATHRYN ANN WILSON

By:_____ Address:_____

Name:_____ _____

Date:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

BETH NOWLIN DAVIS

By:_____ Address:_____

Name:_____ _____

Date:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

CASEY S. SMITH

By:_____ Address:_____

Name:_____ _____

Date:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

HATCH C. SMITH, JR

By:_____ Address:_____

Name:_____ _____

Date:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

KATHERINE S. TUCK

By:_____ Address:_____

Name:_____ _____

Date:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

Commissioners Court - Regular Session **105.**

Meeting Date: 07/21/2020

Corridor H Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Rickey D. Wells and Sherry L. Wells for right of way needed on the Corridor H/Sam Bass Rd. project (Parcel 36). Funding Source: Road Bond P462

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wells Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 08:56 AM

Form Started By: Charlie Crossfield Started On: 07/16/2020 08:54 AM

Final Approval Date: 07/16/2020

REAL ESTATE CONTRACT
Corridor H/Sam Bass Road Right of Way—Parcel 36

THIS REAL ESTATE CONTRACT ("Contract") is made by RICKEY D. WELLS and SHERRY L. WELLS (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.035 acre (approximately 1,535 Sq. Ft.) tract of land in the J.H. Dillard Survey, Abstract No. 179, Williamson County, Texas, being a portion of Lot 114A, resubdivision of Lot 114, Great Oaks Subdivision, a Subdivision of Record in Cabinet R, Slide 323, Plat Records of Williamson County, Texas (P.R.W.C.TX.), described in a Deed to RICKEY D. WELLS and SHERRY L. WELLS, Recorded October 18, 2010 in Document No. 2010070539, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX); said tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 36**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of NINE THOUSAND ONE HUNDRED FORTY-TWO and 00/100 Dollars ($9,142.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

3.03. The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before August 10, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested to cause Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

RICKEY D. WELLS

Address: 4401 Sam Bass Rd
Round Rock, TX 78681

Date: 7/14/20

SHERRY L. WELLS

Address: 4401 Sam Bass Rd
Round Rock, TX 7868,

Date: 7/14/20

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT "A"

County: Williamson
Parcel No.: 36
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

April 23, 2020

PROPERTY DESCRIPTION FOR PARCEL 36

DESCRIPTION OF A 0.035 ACRE (1,535 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 114A, RESUBDIVISION OF LOT 114 GREAT OAKS SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET R, SLIDE 323, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO RICKEY D. WELLS AND SHERRY L. WELLS, RECORDED OCTOBER 18, 2010 IN DOCUMENT NO. 2010070539, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.035 ACRE (1,535 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap found 340.58 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 319+16.19 on the east line of a called 29.27 acre tract, described in a deed to David Allen Huff and wife, Carolyn Bussie Huff, recorded in Volume 670, Page 555, Deed Records of Williamson County, (D.R.W.C.TX.), for the south corner of Lot 114B, of said Resubdivision of Lot 114 Great Oaks Subdivision, described in a deed to David A. Franklin and Janis E. Franklin, recorded in Document No. 2007064920, O.P.R.W.C.TX., same being the southwest corner of said Lot 114A;

THENCE N 22°34'05" E, with the common line of said Lot 114B and said Lot 114A, a distance of 316.85 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,169,563.00, E=3,111,734.72) set 24.00 feet right of Sam Bass Road E.C.S 319+29.22 on the proposed south right-of-way line of Sam Bass Road, for the southwest corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 22°34'05" E, departing the proposed south right-of-way line of said Sam Bass Road, continuing with the common line of said Lot 114B and said Lot 114A, a distance of 13.78 feet to a magnail rod found on the existing south right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the northeast corner of said Lot 114B, same being the northwest corner of said Lot 114A and the parcel described herein;

2) **THENCE** S 67°04'36" E, departing the common line of said Lot 114B and said Lot 114A, with the existing south right-of-way line of said Sam Bass Road, a distance of 150.11 feet to a 1/2-inch iron rod found, for the northwest corner of Lot 113, Great Oaks Subdivision, a subdivision of record in Cabinet B, Slide 372, P.R.W.C.TX., described in a deed to Stephen C. Koehn and Patricia N. Koehn, recorded in Document No. 2004052046, O.P.R.W.C.TX., same being the northeast corner of said Lot 114A and the parcel described herein, from which a 1/2-inch iron rod found, for the northeast corner of said Lot 113 bears S 67°32'51" E, a distance of 199.97 feet;

3) **THENCE** S 22°34'05" W, departing the existing south right-of-way line of said Sam Bass Road, with the common line of said Lot 113 and said Lot 114A, a distance of 6.67 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 24.00 feet right of Sam Bass Road E.C.S. 320+79.46 on the proposed south-right-of-way line of said Sam Bass Road, for the southeast corner of the parcel described herein;

EXHIBIT "A"

County: Williamson
Parcel No.: 36
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

4) **THENCE** N 69°47'20" W, departing the common line of said Lot 113 and said Lot 114A, with the proposed south right-of-way line of said Sam Bass Road, over and across said Lot 114A, a distance of 150.23 feet to the **POINT OF BEGINNING**, and containing 0.035 acre (1,535 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

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

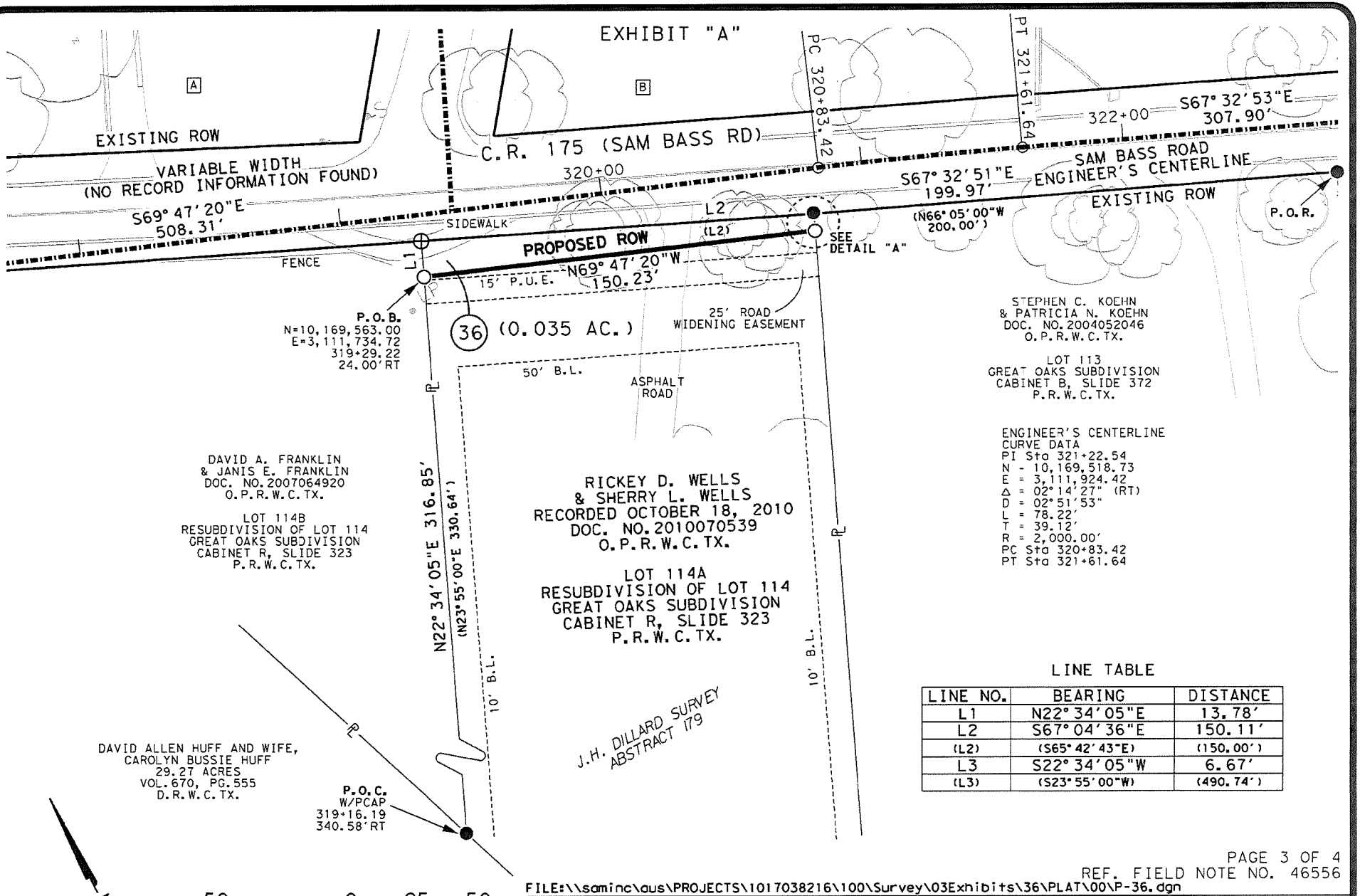
That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Scott C. Brashear 4/24/20

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N22° 34' 05"E	13.78'
L2	S67° 04' 36"E	150.11'
(L2)	(S65° 42' 43"E)	(150.00')
L3	S22° 34' 05"W	6.67'
(L3)	(S23° 55' 00"W)	(490.74')

REF. FIELD NOTE NO. 46556

FILE:\\saminc\aus\PROJECTS\10170382 16\100\Survey\03Exhibits\36\PLAT\00\P-36.dgn

EXISTING	*1.415 AC.	ACQUIRE	0.035 AC.	REMAINING	1.380 AC. RIGHT

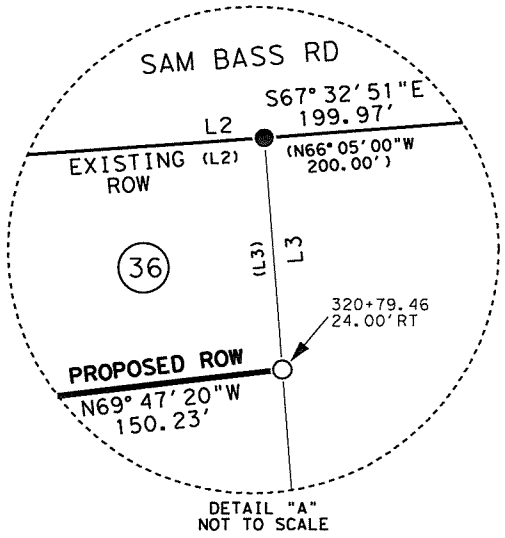
SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
RICKEY D. WELLS
& SHERRY L. WELLS
PARCEL 36
0.035 AC. (1,535 SQ. FT.)

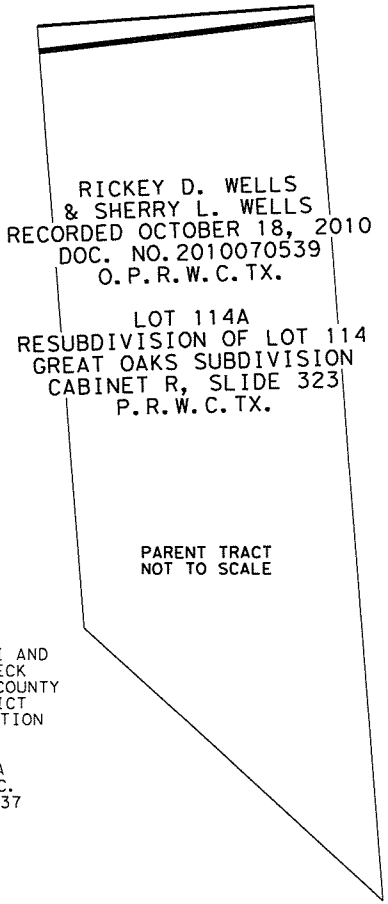
EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
⊕	MAGNAIL FOUND
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
--2---	DISTANCE NOT TO SCALE
---1--	DEED LINE (COMMON OWNERSHIP)



DETAIL "A"
NOT TO SCALE



A

STEVEN M. COUNTS
& SPOUSE,
KELLY D. COUNTS
1.204 ACRES
DOC NO. 2007038981
O.P.R.W.C.TX.

B

JOHN W. SPECK, III AND
GLENDA NEANS-SPECK
AS PER WILLIAMSON COUNTY
APPRAISAL DISTRICT
PARCEL IDENTIFICATION
NUMBER R32040

REMAINDER OF A
CALLED 3.166 AC.
VOL. 665, PG. 737
D.R.W.C.TX.

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2006421, EFFECTIVE DATE FEBRUARY 7, 2020, AND ISSUED DATE FEBRUARY 19, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

4/24/20

DATE

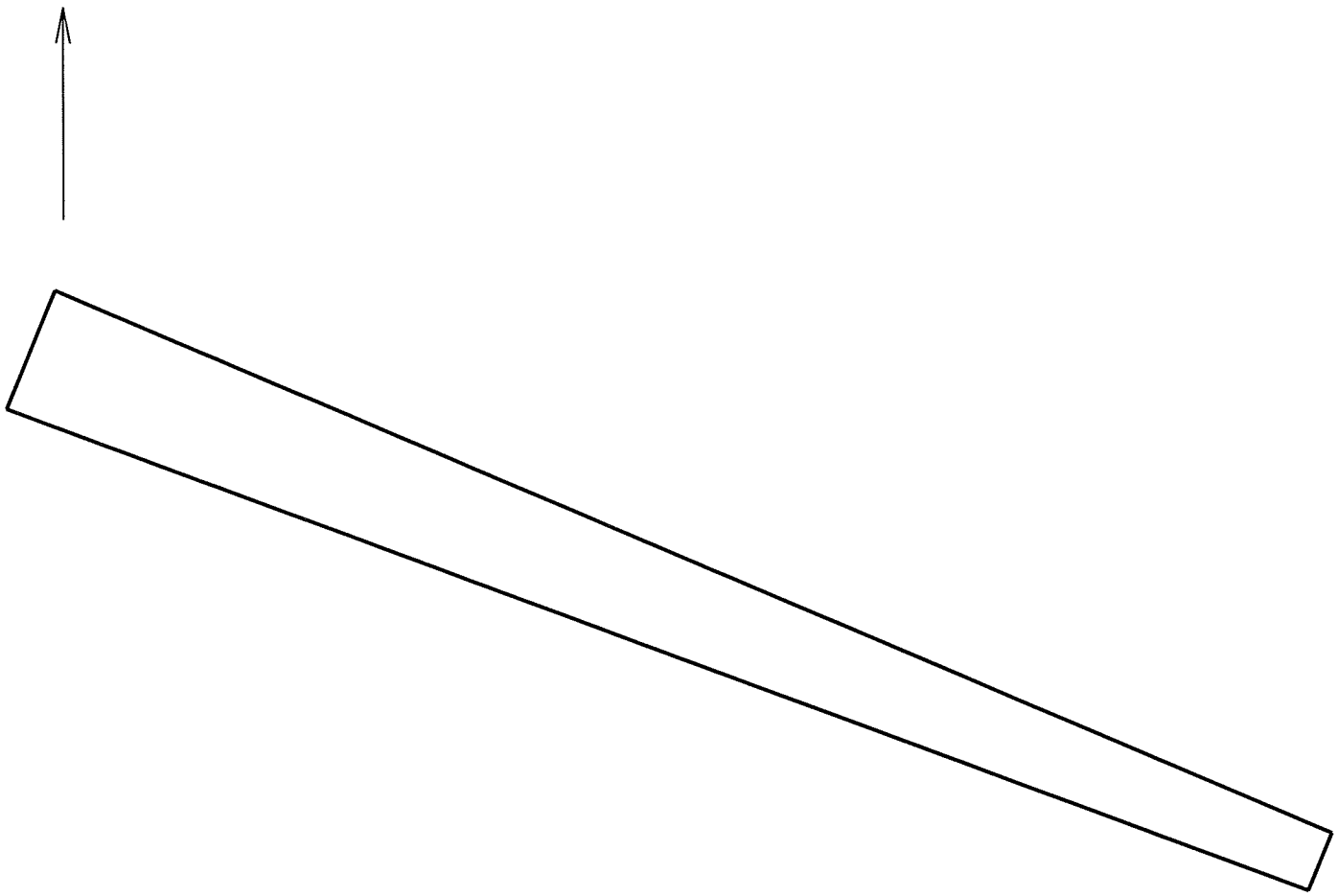
REF. FIELD NOTE NO. 46556

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\36\PLAT\00\P-36.dgn

EXISTING	*1.415 AC.	ACQUIRE	0.035 AC.	REMAINING	1.380 AC. RIGHT

SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

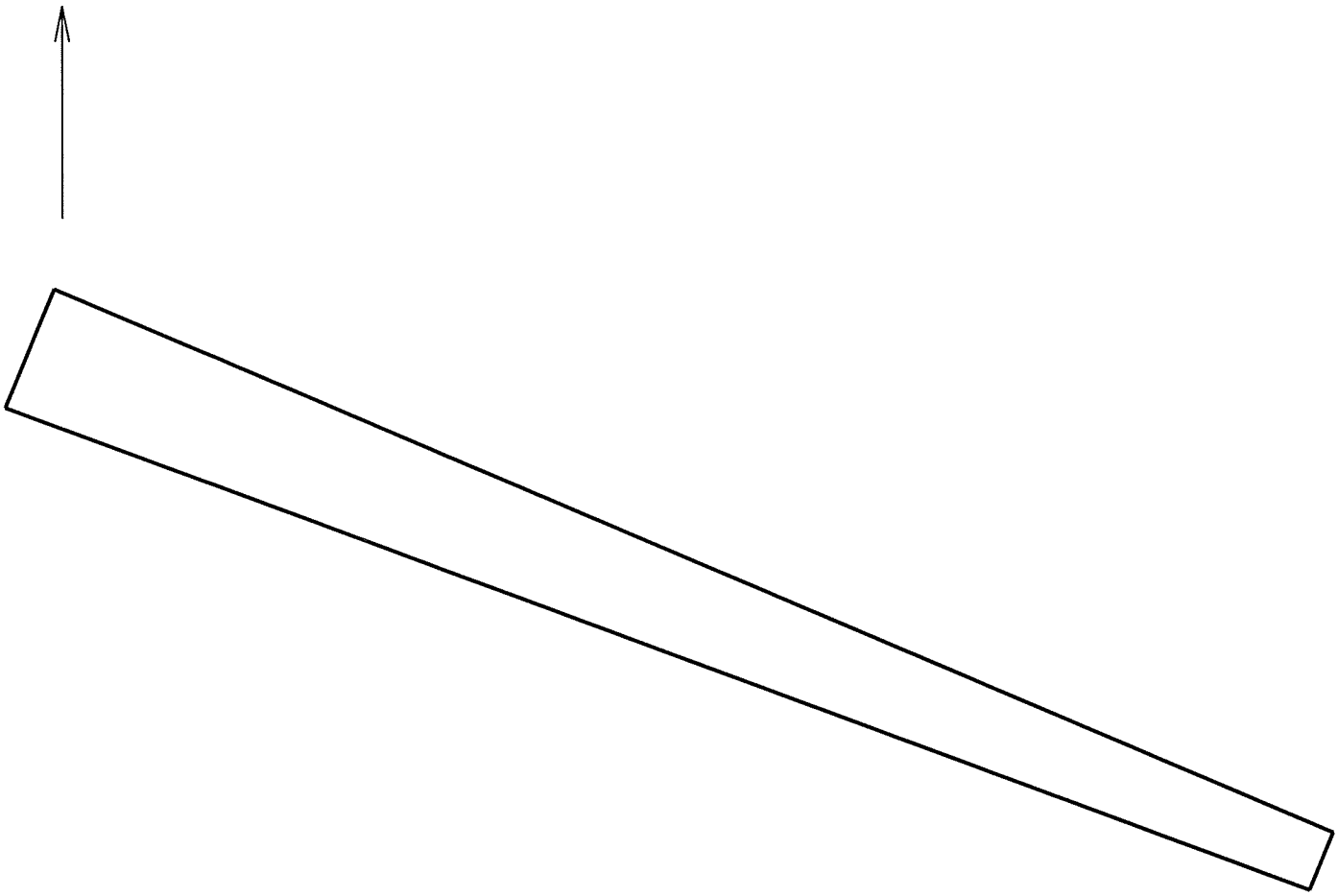
RIGHT-OF-WAY SKETCH
RICKEY D. WELLS
& SHERRY L. WELLS
PARCEL 36
0.035 AC. (1,535 SQ. FT.)



	12/30/2019
Scale: 1 inch= 19 feet	File: P-36_PLAT.ndp

Tract 1: 0.0352 Acres (1535 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/74081), Perimeter=321 ft.

01 n22.3405e 13.78
02 s67.0436e 150.11
03 s22.3405w 6.67
04 n69.4720w 150.23



	12/30/2019
Scale: 1 inch= 19 feet	File: P-36_FN.ndp

Tract 1: 0.0352 Acres (1535 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/74081), Perimeter=321 ft.

01 n22.3405e 13.78
02 s67.0436e 150.11
03 s22.3405w 6.67
04 n69.4720w 150.23

```
<*       5   Describe Parcel P-36


Parcel P-36 :  70025 70024 70026 70027 70025

Total parent tract area =         1,534.3634 ft² =             0.0352 a
Total taken area        =             0.0000 ft² =             0.0000 a
Remaining area          =         1,534.3634 ft² =             0.0352 a

Description of parcel:  P-36

Beginning parent tract description
================================================================================

Point 70025           N  10,169,562.9971 E   3,111,734.7208 Sta       0+00.00

Course from 70025 to 70024 N 22° 34' 05" E Dist 13.7765

Point 70024           N  10,169,575.7186 E   3,111,740.0079 Sta       0+13.78

Course from 70024 to 70026 S 67° 04' 36" E Dist 150.1089

Point 70026           N  10,169,517.2515 E   3,111,878.2623 Sta       1+63.89

Course from 70026 to 70027 S 22° 34' 05" W Dist 6.6672

Point 70027           N  10,169,511.0948 E   3,111,875.7035 Sta       1+70.55

Course from 70027 to 70025 N 69° 47' 20" W Dist 150.2331

Point 70025           N  10,169,562.9971 E   3,111,734.7208 Sta       3+20.79

================================================================================
Ending parent tract description

================================================================================

End of parcel P-36 description
```

Parcel 36

DEED

Corridor H/Sam Bass Road Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That RICKEY D. WELLS and SHERRY L. WELLS, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.035 acre (approximately 1,535 Sq. Ft.) tract of land in the J.H. Dillard Survey, Abstract No. 179, Williamson County, Texas, being a portion of Lot 114A, resubdivision of Lot 114, Great Oaks Subdivision, a Subdivision of Record in Cabinet R, Slide 323, Plat Records of Williamson County, Texas (P.R.W.C.TX.), described in a Deed to RICKEY D. WELLS and SHERRY L. WELLS, Recorded October 18, 2010 in Document No. 2010070539, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX); said tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 36**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or the City of Round Rock or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Corridor H/Sam Bass Road.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2020.

[signature pages follow]

GRANTOR:

_____

RICKEY D. WELLS

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by RICKEY D. WELLS, in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

GRANTOR:

_____

SHERRY L. WELLS

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by SHERRY L. WELLS, in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **106.**

Meeting Date: 07/21/2020

Corridor H Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with David A. Franklin and Janis E. Franklin for right fo way needed on the Corridor H/Sam Bass Rd. project (Parcel 33). Funding Source: Road Bonds P462

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Franklin Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 08:58 AM

Form Started By: Charlie Crossfield Started On: 07/16/2020 08:56 AM

Final Approval Date: 07/16/2020

REAL ESTATE CONTRACT

Corridor H/Sam Bass Road Right of Way—Parcel 33

THIS REAL ESTATE CONTRACT ("Contract") is made by DAVID A. FRANKLIN and JANIS E. FRANKLIN (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.155 acre (approximately 6,748 Sq. Ft.) tract of land in the J.H. Dillard Survey, Abstract No. 179, Williamson County, Texas, being a portion of Lot 114B, resubdivision of Lot 114, Great Oaks Subdivision, a Subdivision of Record in Cabinet R, Slide 323, Plat Records of Williamson County, Texas (P.R.W.C.TX.), described in a Deed to DAVID A. FRANKLIN AND JANIS E. FRANKLIN, Recorded July 26, 2007 in Document No. 2007064920, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX); said tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 33**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of THIRTY-SEVEN THOUSAND TWO HUNDRED FIFTY-FOUR and 00/100 Dollars ($37,254.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

3.03. The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before August 10, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested to cause Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

David A. Franklin

Address: 4403 Sam Bass Rd.
Round Rock, TX 78681

Date: 7/14/2020

Janis E. Franklin

Address: 4403 Sam Bass Rd.
Round Rock, TX 78681

Janis E. Franklin

Date: 7/14/2020

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT "A"

County: Williamson
Parcel No.: 33
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

April 23, 2020

PROPERTY DESCRIPTION FOR PARCEL 33

DESCRIPTION OF A 0.155 ACRE (6,748 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 114B, RESUBDIVISION OF LOT 114, GREAT OAKS SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET R, SLIDE 323, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO DAVID A. FRANKLIN AND JANIS E. FRANKLIN, RECORDED JULY 26, 2007 IN DOCUMENT NO. 2007064920, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.155 ACRE (6,748 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap found 340.58 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 319+16.19 on the east line of a called 29.27 acre tract, described in a deed to David Allen Huff and wife, Carolyn Bussie Huff, recorded in Volume 670, Page 555, Deed Records of Williamson County, (D.R.W.C.TX.), for the south corner of said Lot 114B;

THENCE N 20°23'32" W, with the common line of said Lot 114B and said 29.27 acre tract, a distance of 415.07 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,169,659.46, E=3,111,468.49) set 25.45 feet right of Sam Bass Road E.C.S 316+46.06 on the proposed south right-of-way line of Sam Bass Road, for the southwest corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 20°23'32" W, with the proposed south right-of-way line of said Sam Bass Road, passing at a distance if 1.91 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 24.00 feet right of Sam Bass Road E.C.S. 316+44.82, and continuing for a total distance of 49.42 feet to a 1/2-inch iron rod found on the existing south right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the northeast corner of said 29.27 acre tract, same being the northwest corner of said Lot 114B and the parcel described herein;

THENCE departing the common line of said Lot 114B and said 29.27 acre tract, with the existing south right-of-way line of said Sam Bass Road, the following two (2) courses and distances numbered 2-3:

2) S 63°05'34" E, a distance of 104.68 feet to a calculated point, and

3) S 67°03'37" E, a distance of 212.16 feet to a magnail found, for the northwest corner of Lot 114A, of said Resubdivision of Lot 114 Great Oaks Subdivision, described in a deed to Rickey D. Wells and Sherry L. Wells, recorded in Document No. 2010070539, O.P.R.W.C.TX., same being the northeast corner of said Lot 114B and the parcel described herein, from which a 1/2-inch iron rod found, for the northeast corner of said Lot 114A bears S 67°04'36" E, a distance of 150.11 feet;

4) **THENCE** S 22°34'05" W, departing the existing south right-of-way line of said Sam Bass Road, with the common line of said Lot 114B and said Lot 114A, a distance of 13.78 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 24.00 feet right of Sam Bass Road E.C.S. 319+29.22 on the proposed south-right-of-way line of said Sam Bass Road, for the southeast corner of the parcel described herein;

EXHIBIT "A"

County: Williamson
Parcel No.: 33
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

5) **THENCE** N 70°04'55" W, departing the common line of said Lot 114B and said Lot 114A, with the proposed south right-of-way line of said Sam Bass Road, over and across said Lot 114B, a distance of 283.17 feet to the **POINT OF BEGINNING**, and containing 0.155 acre (6,748 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Scott C. Brashear 4/24/20

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

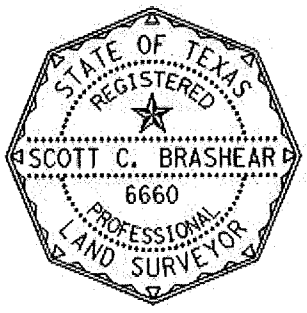
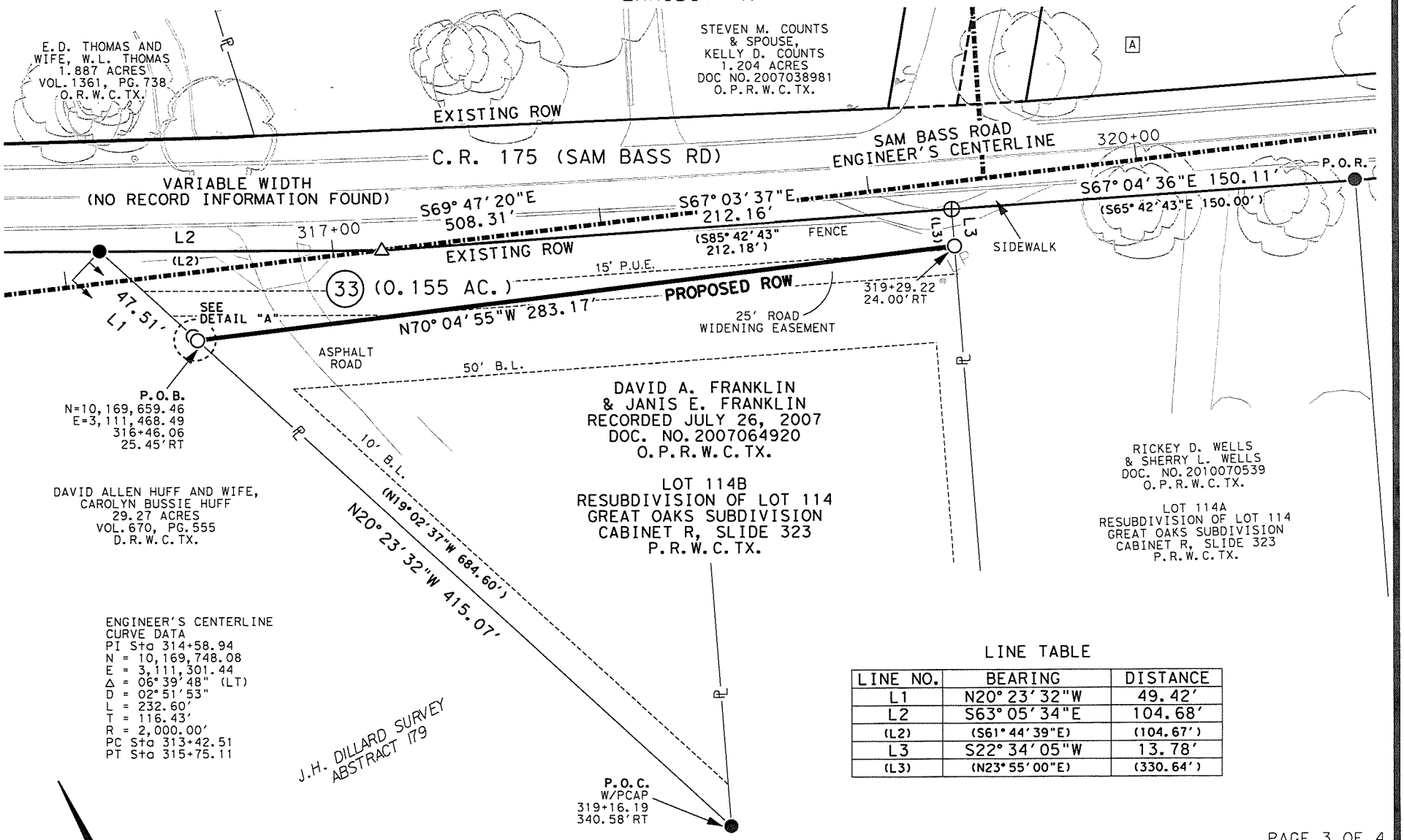


EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N20° 23' 32"W	49.42'
L2	S63° 05' 34"E	104.68'
(L2)	(S61° 44' 39"E)	(104.67')
L3	S22° 34' 05"W	13.78'
(L3)	(N23° 55' 00"E)	(330.64')

REF. FIELD NOTE NO. 46555

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\33\PLAT\00\P-33.dgn

EXISTING	*1.184 AC.	ACQUIRE	0.155 AC.	REMAINING	1.029 AC. RIGHT

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

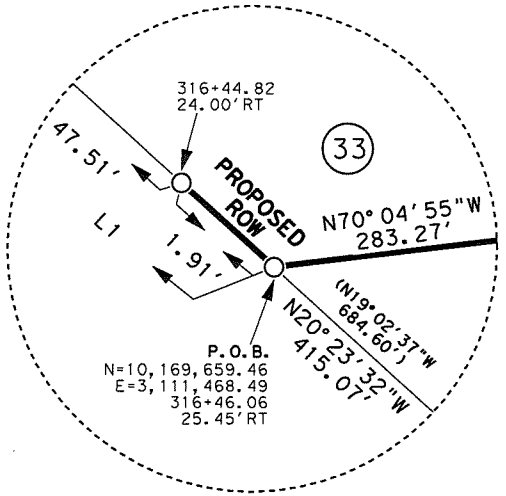
SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
DAVID A. FRANKLIN
& JANIS E. FRANKLIN
PARCEL 33
0.155 AC. (6,748 SQ. FT.)

EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
⊕	MAGNAIL FOUND
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
--2----	DISTANCE NOT TO SCALE
---1--	DEED LINE (COMMON OWNERSHIP)

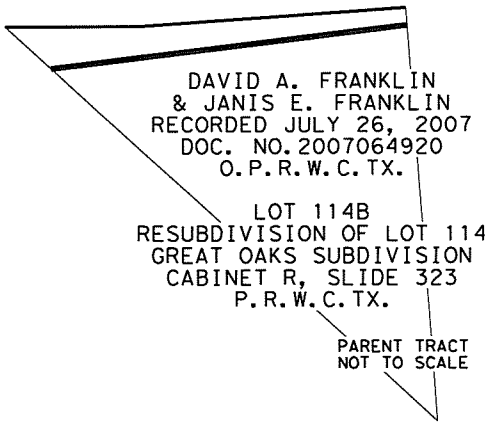


DETAIL "A"
NOT TO SCALE

[A]

JOHN W. SPECK, III AND
GLENDA NEANS-SPECK
AS PER WILLIAMSON COUNTY
APPRAISAL DISTRICT
PARCEL IDENTIFICATION
NUMBER R32040

REMAINDER OF A
CALLED 3.166 AC.
VOL. 665, PG. 737
D.R.W.C.TX.



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2006438, EFFECTIVE DATE FEBRUARY 7, 2020, AND ISSUED DATE FEBRUARY 19, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear — 4/24/20

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

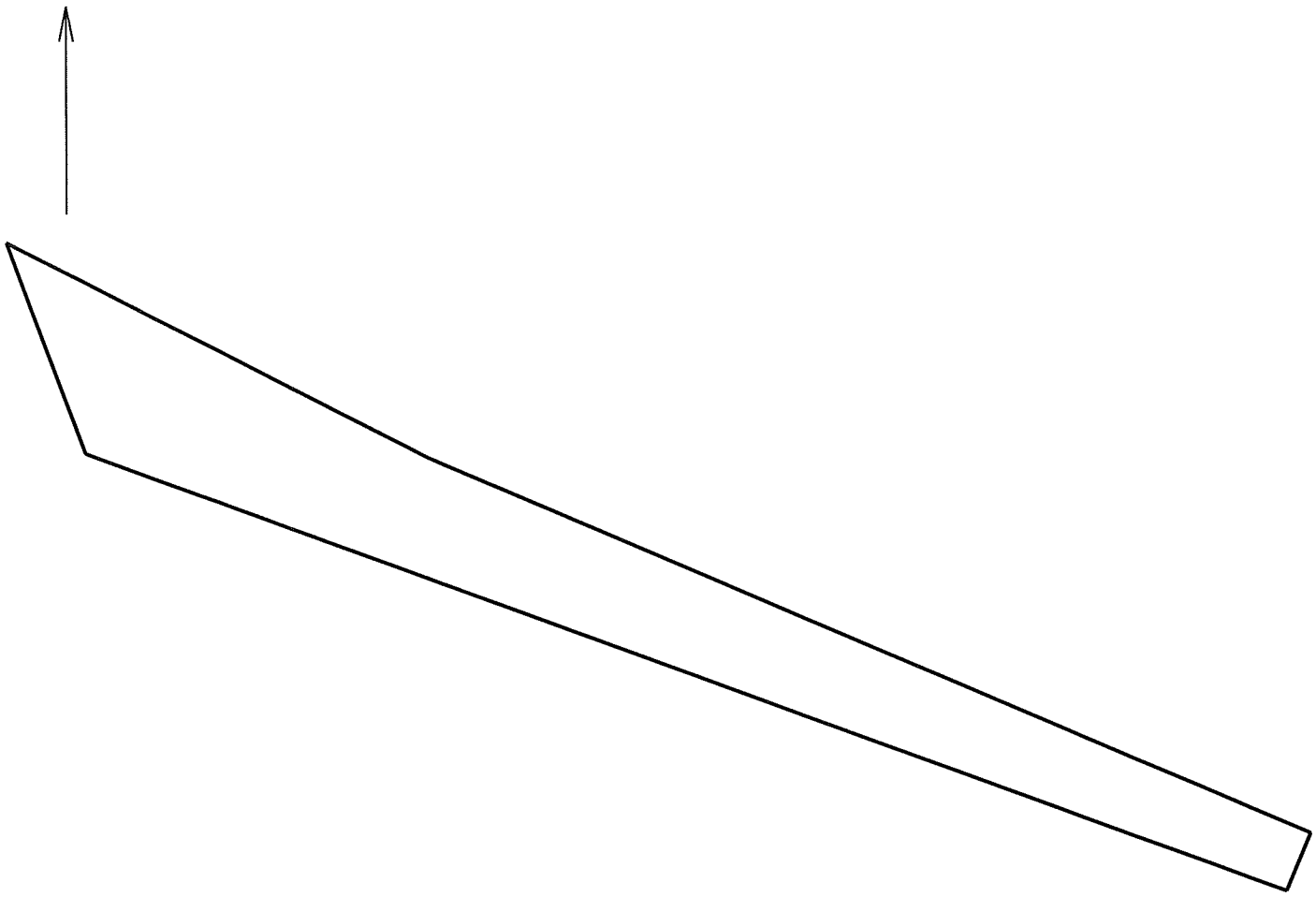
REF. FIELD NOTE NO. 46555

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\33\PLAT\00\P-33.dgn

EXISTING	*1.184 AC.	ACQUIRE	0.155 AC.	REMAINING	1.029 AC. RIGHT

SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

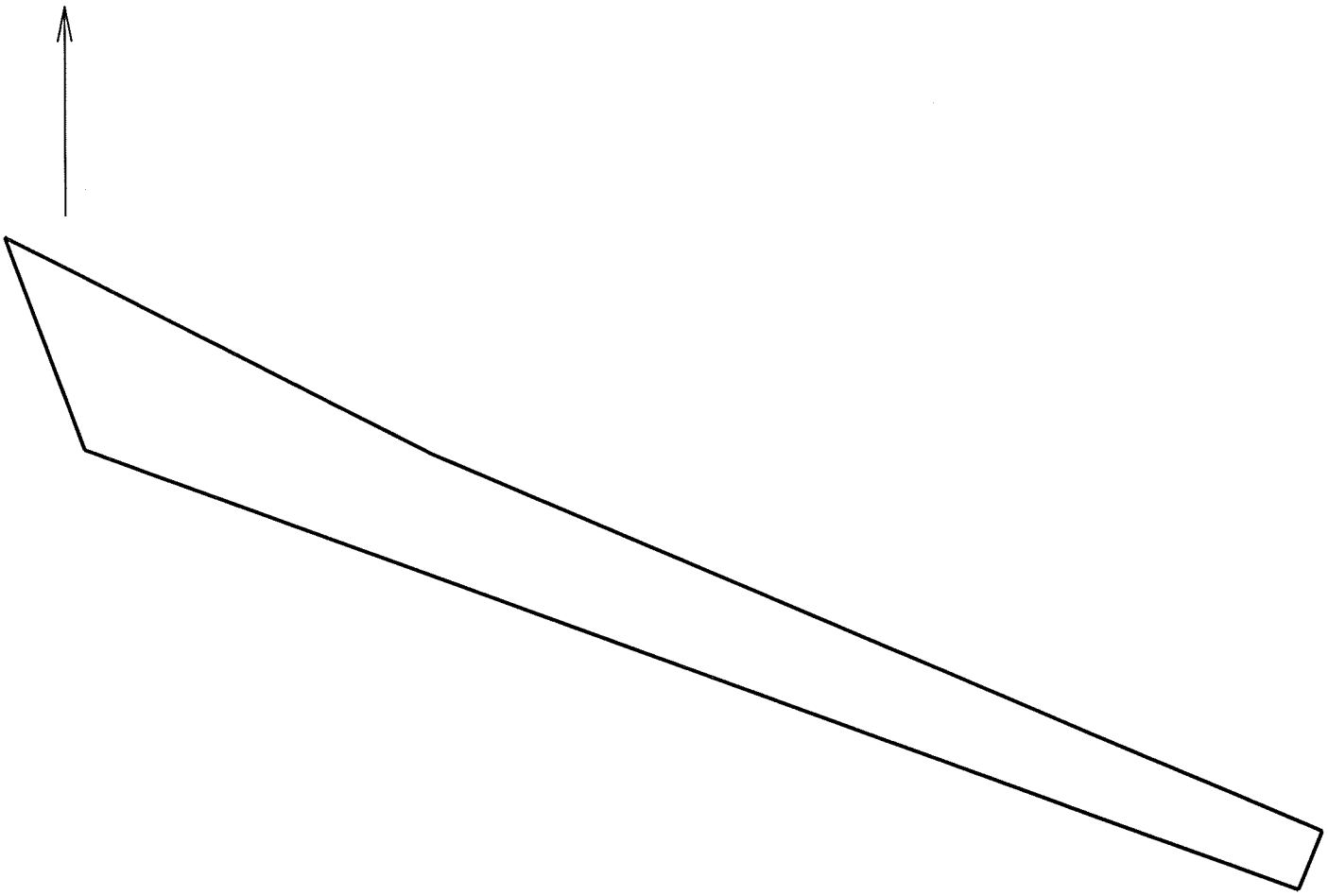
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
DAVID A. FRANKLIN
& JANIS E. FRANKLIN
PARCEL 33
0.155 AC. (6,748 SQ. FT.)



	12/28/2019
Scale: 1 inch= 38 feet	File: P-33_PLAT.ndp

Tract 1: 0.1549 Acres (6748 Sq. Feet), Closure: s76.4142e 0.01 ft. (1/59578), Perimeter=663 ft.

01 n20.2332w 49.42
02 s63.0534e 104.68
03 s67.0337e 212.16
04 s22.3405w 13.78
05 n70.0455w 283.17



	12/28/2019
Scale: 1 inch= 38 feet	File: P-33_FN.ndp

Tract 1: 0.1549 Acres (6748 Sq. Feet), Closure: s76.4142e 0.01 ft. (1/59578), Perimeter=663 ft.

01 n20.2332w 49.42
02 s63.0534e 104.68
03 s67.0337e 212.16
04 s22.3405w 13.78
05 n70.0455w 283.17

```
<*       6   Describe Parcel P-33


Parcel P-33 :  70022 70021 70023 70024 70025 70022

Total parent tract area =         6,747.5394 ft² =             0.1549 a
Total taken area        =             0.0000 ft² =             0.0000 a
Remaining area          =         6,747.5394 ft² =             0.1549 a

Description of parcel:  P-33

Beginning parent tract description
================================================================================

Point 70022           N  10,169,659.4648 E   3,111,468.4930 Sta       0+00.00

Course from 70022 to 70021 N 20° 23' 32" W Dist 49.4186

Point 70021           N  10,169,705.7863 E   3,111,451.2734 Sta       0+49.42

Course from 70021 to 70023 S 63° 05' 34" E Dist 104.6826

Point 70023           N  10,169,658.4125 E   3,111,544.6230 Sta       1+54.10

Course from 70023 to 70024 S 67° 03' 37" E Dist 212.1639

Point 70024           N  10,169,575.7186 E   3,111,740.0079 Sta       3+66.27

Course from 70024 to 70025 S 22° 34' 05" W Dist 13.7765

Point 70025           N  10,169,562.9971 E   3,111,734.7208 Sta       3+80.04

Course from 70025 to 70022 N 70° 04' 55" W Dist 283.1665

Point 70022           N  10,169,659.4648 E   3,111,468.4930 Sta       6+63.21

================================================================================
Ending parent tract description

================================================================================

End of parcel P-33 description
```

Parcel 33

DEED

Corridor H/Sam Bass Road Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That DAVID A. FRANKLIN and JANIS E. FRANKLIN, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.155 acre (approximately 6,748 Sq. Ft.) tract of land in the J.H. Dillard Survey, Abstract No. 179, Williamson County, Texas, being a portion of Lot 114B, resubdivision of Lot 114, Great Oaks Subdivision, a Subdivision of Record in Cabinet R, Slide 323, Plat Records of Williamson County, Texas (P.R.W.C.TX.), described in a Deed to DAVID A. FRANKLIN AND JANIS E. FRANKLIN, Recorded July 26, 2007 in Document No. 2007064920, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX); said tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 33**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or the City of Round Rock or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Corridor H/Sam Bass Road.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2020.

[signature pages follow]

GRANTOR:

_____
David A. Franklin

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by David A. Franklin, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Janis E. Franklin

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by Janis E. Franklin, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **107.**

Meeting Date: 07/21/2020

Southeast Loop Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract and leaseback agreement with Christopher and Amanda Robinson for right of way needed on the Corridor A/Southeast Loop project (Parcel 19). Funding Source: Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Robinson Contract

Robinson Leaseback

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 09:13 AM
Form Started By: Charlie Crossfield		Started On: 07/16/2020 08:57 AM
Final Approval Date: 07/16/2020		

REAL ESTATE CONTRACT
Corridor SE Loop – Parcel 19

THIS REAL ESTATE CONTRACT ("Contract") is made by and between CHRISTOPHER ROBINSON and AMANDA ROBINSON (referred to in this Contract as "Seller", whether one or more) and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.269 acre (11,707 Sq. Ft.) parcel of land located in the J. Kelsey Survey, Abstract 377, Williamson County, being all of Lot 1, Block B-1, Lakeside Estates Subdivision, Section Two, a subdivision of record in Cabinet T, Slide 19, Plat Records of Williamson County, Texas (P.R.W.C.TX), described in Deed to CHRISTOPHER AND AMANDA ROBINSON, husband and wife, Recorded September 22, 2016 in Document No. 2016088854, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX); said 0.269 acre (11,707 Sq. Ft.) parcel, as shown on a plat prepared by SAM, LLC, being more particularly described by metes and bounds in Exhibit "A," attached hereto and incorporated herein (Parcel 19);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property", and any improvements and fixtures situated on and attached to the Property described, or bisected by the acquisition and not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property shall be the sum of TWO HUNDRED FIFTY-FOUR THOUSAND and 00/100 Dollars ($254,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company at 203 W. Main Street Suite A Pflugerville, TX on or before July 31, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property or as otherwise described herein, free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Provide reasonable assistance, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property, subject to Paragraph 5.03(b) herein.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

(b) At Closing, Purchaser and Seller shall enter into a lease agreement (the "Leaseback Agreement") wherein Purchaser, as Landlord, shall lease back to Seller, as Tenant, the Property for an initial term not to exceed six (6) months, such term commencing on the Closing Date. The Leaseback Agreement shall be in the form attached hereto as Exhibit "C".

Prorations

5.04. General real estate taxes for the then current year relating to the Property acquired in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party respectively as incurred.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment

as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, which date is indicated beneath the Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

Christopher Robinsion

Address: 101 Dana Drive, Hutto Tx 78634

Date: 7/10/20

Amanda Robinsion

Address: 101 Dana Drive, Hutto Tx 78634

Date: 4/10/20

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date:_____

RESIDENTIAL LEASE AGREEMENT

By this Residential Lease Agreement ("Lease") between Williamson County, Texas, a political subdivision of the State of Texas and the true and lawful owner of the Premises subject of this Lease, (hereafter called "Landlord"); and CHRISTOPHER ROBINSON AND AMANDA ROBINSON, (hereafter collectively called "Tenant"); Landlord hereby leases to Tenant, and the Tenant hires and takes from the Landlord, all that certain plot of land with the dwelling thereon known and described as Lot 1, Block B-1, Lakeside Estates Section 2, also known as 101 Dana Drive, Hutto, Texas 78634 (hereinafter referred to as the "Premises), to be used and occupied solely as a strictly private dwelling for one family only, by the Tenant and the family of the Tenant and not otherwise, according to the following terms and conditions:

1. TERM. The initial term of this Lease shall be six (6) months commencing on July 31, 2020 ("Commencement Date") and ending on January 31, 2021 at 11:59 p.m. ("Termination Date").

2. RENT. Tenant agrees to pay, without demand, deduction or offset, to Landlord as rent for the Premises One Thousand and No/100 Dollars ($1,000.00) ("Initial Base Rent"), on the first (1st) day of each calendar month in advance, beginning on the 1st day of August, 2020. at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Landlord may designate in writing. Tenant shall additionally pay a prorated rental amount for any period between the Commencement Date and the date the first rental payment is due as set out herein.

3. LATE CHARGES AND FEES FOR RETURNED CHECKS. If Tenant fails to timely pay any month's rent, Tenant will pay Landlord an initial late charge of Twenty-Five and No/100 Dollars ($25.00), plus additional late charges of Fifteen and No/100 Dollars ($15.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Tenant hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise, at law or in equity, for Tenant's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Tenant further agrees to pay Landlord Twenty-Five and No/100 Dollars ($25.00) for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Landlord has received payment in full. Landlord may, upon written notice to Tenant, require Tenant to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Landlord.

4. OPTION TO EXTEND OR TERMINATE LEASE. In the event Tenant wishes to extend this lease following the initial term or any extended term thereafter, Tenant shall provide Landlord with a written request to extend the Lease. Following Landlord's receipt of Tenant's extension request, Landlord shall have the option to deny or accept the request, as it deems in the best

interest of Williamson County. If the Landlord accepts Tenant's extension request, the extended term shall begin on the expiration of the Initial Lease Term or the then current "Extension Term" of this Lease, as appropriate. All terms, covenants, and provisions of this Lease shall apply to each such Extension Term, except that Landlord shall reserve the right to modify the duration of any Extension Term.

Tenant at its sole option may terminate this Lease at any time by delivering a minimum of thirty (30) days prior written notice of such early termination to Landlord.

5. APPLICATION OF FUNDS. Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to late charges, returned check charges, charges for repairs that Tenant shall be obligated to pay under the terms of this Lease, and unpaid utility charges, then to rent. Tenant's notations on Tenant's payments shall not affect the Landlord's application of funds.

6. QUIET ENJOYMENT. Landlord covenants that, on paying the rent and performing the covenants contained in this Lease, Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

7. USE OF PREMISES. The Premises shall be used and occupied by Tenant exclusively as a private single family residence, and no part of it may be used by Tenant at any time during the term of this Lease or extension of same for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. If Tenant fails to occupy and take possession of the Premises within Five (5) days from the Commencement Date, Tenant shall be in default of this Lease. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease. Tenant and all other persons on the Premises must refrain from conducting themselves in any way that would unduly disturb Tenant's neighbors or constitute a breach of the peace. Tenant may not permit any part of the Premises to be used for: (a) any activity which is a nuisance, offensive, noisy, or dangerous; (b) the repair of any vehicle; (c) any business of any type, including child care; (d) any activity which violates any applicable rules and/or regulations of Landlord; (e) any illegal or unlawful activity; or (f) other activity which will obstruct, interfere with, or infringe on the rights of other persons near the Premises.

Tenant hereby acknowledges and agrees that Tenant shall be solely liable for and shall promptly pay all fines, fees or charges assessed against the Tenant and/or the Premises for violations by Tenant of: (a) any laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease; (b) any illegal or unlawful activity; or (c) other activity which obstructs, interferes with, or infringes on the rights of other persons near the Premises.

8. NUMBER OF OCCUPANTS. Without prior approval and consent from Landlord the

Premises may be occupied by no more than 7 persons, consisting of 4 adults and 3 children under the age of 18 years. Tenant may not permit any guests to stay on or in the Premises longer than fourteen (14) consecutive or non-consecutive days during the term of this Lease or any Extension Term without the prior written consent of the Landlord.

11. CONDITION OF PREMISES. TENANT HEREBY AGREES AND STIPULATES THAT THE PREMISES HAVE BEEN EXAMINED BY TENANT, INCLUDING THE GROUNDS AND ALL BUILDINGS AND IMPROVEMENTS, AND THAT AT THE TIME OF THIS LEASE THEY ARE IN GOOD ORDER AND REPAIR AND IN A SAFE, CLEAN, AND TENANTABLE CONDITION. TENANT ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LANDLORD HAS NOT MADE, DOES NOT MAKE AND, TO THE FULLEST EXTENT AUTHORIZED BY LAW, SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE SUITABILITY OF THE PREMISES FOR ITS INTENDED USE, (C) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (D) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (E) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LANDLORD HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, TENANT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LANDLORD. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LANDLORD HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". TENANT ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE. TENANT ACKNOWLEDGES THAT NO AGREEMENTS HAVE BEEN MADE REGARDING FUTURE REPAIRS UNLESS OTHERWISE SPECIFIED IN THIS LEASE AGREEMENT. TENANT SHALL COMPLETE THE INVENTORY CHECKLIST CONDITION OF RENTAL PROPERTY, WHICH IS ATTACHED HERETO AS **SCHEDULE "A"**, NOTING ANY DEFECTS AND DAMAGES TO THE PREMISES, AND DELIVER SAME TO LANDLORD WITHIN

48 HOURS AFTER THE COMMENCEMENT DATE OF THIS LEASE. TENANT'S FAILURE TO TIMELY DELIVER THE INVENTORY CHECKLIST CONDITION OF RENTAL PROPERTY TO LANDLORD WILL BE DEEMED AS TENANT'S ACCEPTANCE OF THE PREMISES IN A CLEAN, UNDAMAGED, AND GOOD CONDITION. (The Inventory Checklist Condition of Rental Property is not a request for repair or maintenance of the Premises. Tenant must direct all repair requests to Landlord according to the terms of this Lease.).

12. ASSIGNMENT AND SUBLETTING. Without the prior written consent of Landlord, Tenant may not assign the Lease or sublet or grant any license to use the Premises or any part of them. A consent by Landlord to one assignment, subletting, or license shall not be considered a consent to any subsequent assignment, subletting, or license. An assignment, subletting, or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be void and Landlord, at Landlord's option, may immediately terminate this Lease.

13. ALTERATIONS AND IMPROVEMENTS. Tenant may make no alterations to the buildings on the Premises or construct any building or make other improvements on the Premises without the prior written consent of Landlord. Unless otherwise provided by written agreement between Landlord and Tenant, all alterations, changes, and improvements built, constructed, or placed on the Premises by Tenant, with the exception of fixtures removable without damage to the Premises and movable personal property, shall be the property of Landlord and remain on the Premises at the expiration or termination of this Lease. Except as permitted by law, this Lease, or pursuant to Landlord's prior written consent, Tenant may not: (a) remove any existing property and/or any of Landlord's personal property from the Premises; (b) remove, change, or re-key any lock; (c) make holes in the woodwork, floors, or walls, save and except the insertion of a reasonable number of small nails used for hanging pictures in the Sheetrock and grooves in the paneling; (d) permit any water furniture on the Premises; (e) install new or additional telephone and/or television outlets, cables, antennas, satellite receivers, or alarm systems; (f) replace or remove carpet, paint, or wallpaper; (g) install or change any fixture on the Premises; (h) keep or permit any hazardous material on the Premises, which shall include but not be limited to flammable or explosive materials which might cause fire or extended insurance coverage to be suspended or canceled or any premiums to be increased; (i) dispose of any environmentally detrimental substance (i.e. motor oil or radiator fluid) on the Premises; or (j) cause or allow any mechanic's or materialman's lien to be filed against any portion of the Premises or Tenant's interest in this Lease.

14. DAMAGE TO PREMISES. If the Premises or any part of them is damaged partially by fire or other casualty not due to Tenant's negligence or willful act or that of Tenant's family, agent, invitee or visitor, the Premises shall be repaired promptly by Landlord, and there shall be an abatement of rent corresponding to the time during which and the extent to which the Premises are untenantable; provided that, in the event of damage by fire or other casualty in the amount of more than $5,000.00, Landlord will have the option of not rebuilding or repairing, in which event the term of this Lease shall end, and the rent shall be prorated up to the time of the damage. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Premises shall be the sole property of Landlord. For the purposes of this Lease, any condemnation of all or part of the property shall be a casualty loss.

Initialed for Identification by Tenants: AR, CR, _____, _____ and Landlord _____, _____

15. CARE AND MAINTENANCE. Tenant, after inspecting the Premises, completed the attached **Schedule "A"** inventory checklist, incorporated into this Lease by this reference, and found the premises to be in good order and repair. Tenant agrees to maintain the Premises in as good condition as it finds the Premises upon entry, reasonable wear and tear excepted; and to keep the lawn mowed, clean, and free of debris and refuse, and in a presentable condition at all times.

16. INSURANCE. Landlord shall not be obligated to carry any type of insurance coverage on the Premises or any insurance coverage that would provide coverage to the Tenant for damages resulting from personal injuries and/or for property loss. **Tenant acknowledges, however, that Tenant and Tenant's property will not be covered by any hazard insurance or other form of insurance that may be carried by Landlord.** The Tenant assumes the risk of loss on all contents of the Leased Premises owned by the Tenant and/or personal injuries arises on the Leased Premises and Tenant hereby agrees to obtain any insurance coverage that Tenant desires or deems necessary. Furthermore, Tenant's insurance shall be primary as to any other existing, valid, and collectible insurance Landlord may maintain.

17. UTILITIES. Tenant shall be responsible for arranging and paying for all utility services required on the Premises, including but not limited to electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, television, sewer charges, and trash collection. Tenant further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Premises. Tenant must, at a minimum, keep the following utilities on at all times during the term of this Lease: gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Tenant fails to keep said utilities on during the term of this Lease or any extension of the term of this Lease, Tenant shall be deemed to be in default of this Lease.

18. MAINTENANCE AND REPAIR. At Tenant's expense, Tenant shall keep and maintain the Premises and appurtenances in good sanitary condition during the term of this Lease and any extension of it. In particular, Tenant shall keep the fixtures in the house or on or about the Premises in good order and repair; keep the furnace and HVAC systems clean and in good working order; promptly dispose of all garbage in appropriate receptacles; supply and change heating and air conditioning filters at least once a month; supply and change light bulbs and smoke detector batteries; promptly eliminate any dangerous condition on the Premises caused by Tenant or caused by Tenant's family, agent, or visitor; take necessary precautions to prevent broken water pipes due to freezing; replace any lost or misplaced keys; pay any periodic, preventative, or additional extermination costs desired by Tenant; maintain and use reasonable diligence in maintaining the yard and landscape in or on the Premises, which shall include but not be limited to watering, mowing, fertilizing, trimming and controlling all lawn pests on all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping and foliage on or encroaching on the Premises or any easement appurtenant to the Premises; and keep the walls free from dirt and debris.

Tenant shall make all repairs to the Premises and improvements thereon, which shall include but not be limited to the plumbing systems, cooking appliances, cooling system, heating system, sanitary systems, and other electric and gas fixtures which are required to keep the Premises in as good and commercially functional of a condition as existed upon entry, reasonable

wear and tear excepted..

Tenant agrees that no signs will be placed or painting done on or about the Premises by Tenant or at Tenant direction without the prior written consent of Landlord.

19. SECURITY DEVICES AND EXTERIOR DOOR LOCKS. The Texas Property Code requires that the Premises be equipped with certain types of locks and security devices. Said Code will govern the rights and obligations of the parties regarding security devices. **All notices or requests by Tenant for re-keying, changing, installing, repairing, or replacing security devices must be made in writing to the Landlord. All additional security devices or additional re-keying or replacement of security devices desired by Tenant shall be paid by Tenant in advance and may only be installed by Landlord or Landlord's contractors after receiving a written request from Tenant.**

20. SMOKE DETECTORS. The Texas Property Code requires that the Premises be equipped with smoke detectors in certain locations. Said Code will govern the rights and obligations of the parties regarding smoke detectors. **All requests for additional installation, inspection or repair of smoke detectors must be made in writing by Tenant to Landlord. Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under the Texas Property Code.**

21. VEHICLES. Tenant may not permit more than 4 vehicles, which shall include but not be limited to automobiles, non-commercial passenger trucks, recreational vehicles, trailers, motorcycles, and boats, on the Premises unless authorized in writing by Landlord. Under no circumstances may Tenant park or drive any vehicle on the Premises' yard and/or landscape. Tenant may not store any vehicles on or adjacent to the Premises or on the street in front of the Premises. Tenant shall under no circumstances permit any type of commercial vehicle to be stored or parked on or adjacent to the Premises or on the street in front of the Premises. Tenant hereby acknowledges and agrees that Landlord may tow, at Tenant's sole expense, any improperly parked or inoperative vehicle on or adjacent to the Premises in accordance with all applicable state and local laws. For purposes of this provision, an inoperative vehicle shall mean and include a vehicle that is not in good working order and that does not have a current state inspection and registration sticker, as required by law.

22. LANDLORD'S INSPECTION OF AND ACCESS TO PREMISES. Landlord and Landlord's agents will have the right at all reasonable times, without prior notice to Tenant, during the term of this Lease and any extension of it to enter the Premises for the purposes of inspecting them and all building and improvements on them; showing the Premises to prospective tenants, purchasers, inspectors, appraisers, surveyors, engineers, contractors or insurance agents; exercise a contractual or statutory lien and all legal rights thereunder; leaving written notices; or seizing nonexempt property after default.

23. SUBORDINATION OF LEASE. This Lease and Tenant's interest under it are and will be subordinate to any encumbrances now or hereafter placed on the Premises by Landlord, all

advances made under any such encumbrances, the interest payable on any encumbrances, and all renewals or extensions of such encumbrances.

24. LIABILITY. UNLESS CAUSED BY LANDLORD'S NEGLIGENCE, TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD IS NOT LIABLE OR RESPONSIBLE TO TENANT, TENANT'S FAMILY, GUESTS, OCCUPANTS, AND/OR INVITEES FOR ANY DAMAGES, INJURIES, OR LOSSES TO PERSON OR PROPERTY CAUSED BY FIRE, FLOOD, WATER LEAKS, ICE, SNOW, HAIL, WINDS, EXPLOSIONS, SMOKE, INTERRUPTION OF UTILITIES, THEFT, BURGLARY, ROBBERY, ASSAULT, VANDALISM, OTHER PERSONS, THE CONDITION OF THE PREMISES, ENVIRONMENTAL CONTAMINANTS, INCLUDING BUT NOT LIMITED TO CARBON MONOXIDE, ASBESTOS, RADON GAS AND LEAD BASED PAINT, OR OTHER OCCURRENCES OR CASUALTY LOSSES. TENANT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS LANDLORD AND THE PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LANDLORD OR THE PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE PREMISES BY TENANT; FROM ANY NEGLECT OR FAULT OF TENANT OR THE FAMILY, AGENTS, GUESTS OR INVITEES OF TENANT IN USING AND OCCUPYING THE PREMISES; OR FROM ANY FAILURE BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LANDLORD OR THE PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLECT, OR USE OF THE PREMISES BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES, OR ANY OTHER PERSON ON THE PREMISES, TENANT AGREES THAT TENANT OR ANY OTHER PERSON ON THE PREMISES WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LANDLORD OR AGAINST THE PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

25. SURRENDER OF PREMISES. On or before the Termination Date of this Lease or any termination date of an Extension Term or any date of termination allowed hereunder, Tenant shall surrender ("Surrender" shall mean vacating the Premises and returning all keys and access devices to the Landlord) the Premises clean and free of all trash, debris and any personal property or belongings and in as good condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted. If Tenant leaves any personal property or belongings in, on or about the Premises after Tenant surrenders possession of the Premises, all such personal property and/or belongings of Tenant will be forfeited to and become the property of the Landlord. In the event that Tenant forfeits such personal property or belongings pursuant to the terms of this Lease, Tenant hereby acknowledges and agrees that Landlord may dispose of such personal property or belongings of Tenant, without liability to Landlord, in any manner in which Landlord, in Landlord's sole discretion, deems fit or reasonable.

26. ABANDONMENT. If Tenant abandons the Premises, Tenant will be in default of this Lease. "Abandon" shall mean Tenant is absent from the Premises for Fourteen (14) consecutive days.

Initialed for Identification by Tenants: AR, CR, _____, _____ and Landlord _____, _____

27. HOLDOVER. If Tenant fails to vacate the Premises on or before the Termination Date of this Lease or at the end of any Extension Term or on the effective date of any termination allowed hereunder, Tenant will pay rent for the holdover period and **INDEMNIFY** Landlord and/or Landlord's prospective tenants for damages, which shall include but not be limited to lost rents, lodging expenses, and attorney's fees, incurred by them due to Tenant's holdover. In the event of a holdover, Landlord, at Landlord's sole discretion and option, may extend this Lease up to one month by notifying Tenant in writing of its election to extend this Lease one additional month. Rent for any holdover period will be Two (2) times the monthly rent calculated on a daily basis and will be immediately due and payable daily without further notice or demand to Tenant.

28. DEFAULT BY TENANT. Tenant hereby acknowledges and agrees that if Tenant fails to comply with any provision of this Lease, such failure shall be deemed to be a material breach of this Lease. Furthermore, if Tenant fails to comply with any provision of this Lease, other than the covenant to pay rent, or with any present rules and regulations or any that may be hereafter prescribed by Landlord, or if Tenant fails to comply with any duties imposed on Tenant by law, Landlord may immediately terminate the Lease and/or avail itself of any remedies that are available at law or in equity. If Landlord decides that Tenant should be allowed the opportunity to correct the noncompliance, Landlord may deliver a written notice specifying the noncompliance and allowing Seven (7) days within which it may be corrected. If compliance is not made, Landlord may then terminate the Lease and/or avail itself of any remedies that are available at law or in equity.

If Tenant fails to pay rent when due, and the default continues for Three (3) days after delivery of written demand by Landlord for payment of the rent or possession of the Premises, Landlord may terminate the Lease. If Tenant breaches this Lease, all rents which are payable during the remainder of the Lease term or any extension thereof will be accelerated without further notice or demand to Tenant. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Premises to acceptable tenants thereby reducing Tenant's liability accordingly. Tenant hereby acknowledges that unpaid rent and unpaid damages are reportable to credit reporting agencies. In the event Tenant breaches this Lease, Tenant will be liable to Landlord for:

a. Any lost rents;
b. Landlord's costs of reletting the Premises, which shall include but not be limited to brokerage fees, advertising fees, and other necessary fees to relet the Premises;
c. Repairs to the Premises for use beyond normal wear and tear;
d. All of Landlord's costs associated with eviction of Tenant, which shall include attorney's fees, costs of court, and prejudgment interest;
e. All of Landlord's costs associated with collection of rent, which shall include but not be limited to collection fees, late charges, returned check charges, attorney's fees, and fees paid to collection agencies; and
f. Any other recovery to which the Landlord may be entitled by law or in equity.

29. DEFAULT BY LANDLORD. In the event of default by Landlord of any covenant, warranty, term or obligation of this Lease, Landlord's failure to cure same or commence a good faith effort to cure same within Thirty (30) days after written notice thereof by Tenant shall be considered a default and shall entitle Tenant to terminate this Lease. Tenant hereby acknowledges that such right to terminate shall be the sole remedy available in the event Landlord breaches this Lease and fails to cure as set forth in this provision.

30. LANDLORD'S LIEN AND ENFORCEMENT THROUGH SEIZURE. TENANT GRANTS LANDLORD A LIEN FOR UNPAID RENT THAT IS DUE, COVERING ALL NONEXEMPT PROPERTY OF TENANT THAT IS IN THE RESIDENCE. LANDLORD SHALL HAVE THE RIGHT TO SEIZE TENANT'S NONEXEMPT PERSONAL PROPERTY TO SECURE THE PAYMENT OF SUMS DUE UNDER THIS LEASE, IN THE MANNER PROVIDED BY LAW, AND IF LANDLORD SEIZES ANY SUCH PROPERTY, LANDLORD SHALL GIVE NOTICE TO TENANT, AND TENANT MAY OBTAIN THE RETURN OF THE PROPERTY, ALL AS PROVIDED IN SECTION 54.044 OF THE TEXAS PROPERTY CODE. LANDLORD IS ENTITLED TO COLLECT A CHARGE FOR PACKING, REMOVING AND STORING PROPERTY SO SEIZED, AND IF THE PROPERTY IS SOLD, LANDLORD MAY ALSO COLLECT A CHARGE FOR THE COSTS OF SELLING THE PROPERTY.

IF TENANT HAS NOT PAID ALL DELINQUENT RENT WITHIN SEVEN (7) DAYS OF RECEIVING THE NOTICE REQUIRED UNDER SECTION 54.044 OF THE TEXAS PROPERTY CODE, LANDLORD MAY GIVE TENANT NOTICE OF INTENT TO SELL THE PROPERTY IN THE MANNER PROVIDED IN TEXAS PROPERTY CODE SECTION 54.045, AND IF TENANT FAILS TO REDEEM THE PROPERTY PRIOR TO THE DATE AND TIME OF SALE BY PAYING ALL DELINQUENT RENTS, REASONABLE PACKING, MOVING, STORAGE AND SALE COSTS, LANDLORD MAY PROCEED TO SELL THE PROPERTY SO SEIZED, AND ACCOUNT FOR THE SALES PROCEEDS AS REQUIRED BY LAW. ANY PROCEEDS OF THE SALE REMAINING AFTER DEDUCTION OF LAWFUL COSTS AND OFFSETS ENUMERATED ABOVE SHALL BE RETURNED TO TENANT.

31. Tenant designates the following as the person to contact pursuant to Texas Property Code, Section 92.014 (a), in the event of Tenant's death, concerning the Premises:

Name of Designee	Christopher and Amanda Robinson
Address of Designee	101 Dana Dr., Hutto, Texas 78634
	_____,
	_____ _____
Telephone number of designee	(_____) _____-_____

and in the event of Tenant's death, Landlord is further authorized to:

a. grant Tenant's designee access to the Premises at a reasonable time and in the presence of Landlord or Landlord's agent;

Initialed for Identification by Tenants: CA, CR, _____, _____ and Landlord _____, _____

b. allow Tenant's designee to remove any of Tenant's property found at the Premises; and

c. refund Tenant's security deposit, less lawful deductions, to the designee.

32. REPRESENTATIONS. Tenant's statements and representations in this Lease are material representations relied upon by Landlord. If Tenant makes any misrepresentation in this Lease, Tenant shall be in default and breach of this Lease. Each party hereto states that he or she is of legal age to enter into this Lease. This provision shall survive termination of the Lease.

33. TENANTS' JOINT AND SEVERAL LIABILITY. All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this Lease or any extension of this Lease, or its termination shall be binding on all Tenants executing this Lease.

34. RECOVERY OF COSTS. In any action taken to enforce or interpret this Lease, the prevailing party will be entitled to recover all costs and expenses, including court costs and reasonable attorneys' fees.

35. ELECTION BY LANDLORD NOT EXCLUSIVE. The exercise by Landlord of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Landlord by this Lease agreement or by statute or law. The failure of Landlord in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Landlord shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Landlord of rent or any other payment or part of payment required to be made by the Tenant shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Landlord of any of the provisions of this Lease, or any of Landlord's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Landlord in writing.

36. VENUE AND GOVERNING LAW. Each party to this Lease hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Lease shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Lease is governed by the laws of the United States, this Lease shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

37. RELATIONSHIP OF THE PARTIES. In the performance of this Lease, each party shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. Neither party shall be deemed or construed to be the employees or agents of the other

party for any purposes whatsoever. Tenant shall not be provided any form of compensation or any benefits that are provided to employees of Landlord, including, but not limited to health insurance, workers compensation insurance or any other remuneration that is provided to employees of Landlord.

38. SEVERABILITY AND INTERPRETATION CONSISTENT WITH LAW. This Lease is intended to comply with all applicable Texas statutes relative to rental agreements. If any provision of this lease is deemed by a court of competent jurisdiction to violate a Texas statute, the violation is inadvertent. If a provision is found to be so violative, the provision shall be considered void and severed from the lease and the balance of the Lease shall remain in full force and effect. Nothing contained in this Lease shall be construed as exculpating the Landlord from liability for the Landlord's failure to perform or Landlord's negligent performance of a duty imposed by law. Also, nothing contained in this Lease shall be construed as releasing either party from a duty to mitigate or minimize the damages to the other party.

39. LANDLORD'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. Gary Wilson, Director of Facilities for Williamson County (or his successor, as designated by Landlord), shall serve as the Landlord's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the Tenant.

Landlord's lease administrator and property manager contact information is as follows:

Dale Butler (or successor)
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1609
Fax: (512) 930-3313
Email: facilities@wilco.org

For all requests for services or repairs which Landlord is obligated to provided and perform under this Lease, Tenant shall contact:

Williamson County Facilities
3101 S. E. Inner Loop
Georgetown, Texas 78626
Daytime Phone: (512) 943-1599
After Hours Phone: (512) 943-1389 or
(512) 943-1390
Fax: (512) 930-3313

Initialed for Identification by Tenants: GL CK, _____, _____ and Landlord _____, _____

Email: facilities@wilco.org

40. NOTICES. Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

Landlord's Address: Dale Butler (or successor)
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1636
Fax: (512) 930-3313
Email: facilities@wilco.org

Tenant's Address: 101 Dana Drive
Hutto, Texas 78634

41. REPORTS OF ACCIDENTS. Within Twenty Four (24) hours after Tenant becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any person in, on or around the Premises, whether or not it results from or involves any action or failure to act by the Tenant, the Tenant shall send a written report of such accident or other event to the Landlord, setting forth a full and concise statement of the facts pertaining thereto. The Tenant shall also immediately send the Landlord a copy of any summons, subpoena, notice, or other documents served upon the Tenant or received by it in connection with any matter before any court arising in relation to any injury to the person or property of any person in, on or around the Premises.

42. TERMINATION FOR CONVENIENCE. Landlord may terminate this Lease, for convenience and without cause, upon Sixty (60) calendar day's written notice to Tenant. Provided that Tenant does not owe any amounts under this Lease and is not otherwise in default, Tenant may terminate this Lease, for convenience and without cause, upon Sixty (60) calendar day's written notice to Landlord. In the event of either parties' termination pursuant to this provision, all amounts that are due as of the date of termination shall be paid to Landlord. Furthermore, Landlord shall reimburse Tenant for the pro-rata portion of any prepaid rents for the unused unexpired portion of the month.

43. TIME OF ESSENCE. Time is expressly declared to be of the essence in this Lease.

44. BINDING OF HEIRS AND ASSIGNS. All provisions of this Lease shall extend to and bind not only the parties to this Lease, but to each and every one of the heirs, executors, representatives, successors and assigns of Landlord and Tenant.

Initialed for Identification by Tenants: AR, CH, _____, _____ and Landlord _____, _____

45. NO THIRD-PARTY BENEFICIARIES. This Lease is for the sole and exclusive benefit of the Tenant and Landlord, and nothing in this Lease, express or implied, is intended to confer or shall be construed as conferring upon any other person or entity any rights, remedies or any other type or types of benefits.

46. NO WAIVER OF IMMUNITIES. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Landlord, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Landlord does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

47. FORCE MAJEURE. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Lease. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

48. PRO-RATA PROPORTIONS. If this Lease should commence on a date other than the First (1st) day of a calendar year or terminate on a date other than the last day of the then current term of the Lease, percentage rental for such fractional part of the then current term of the Lease following the commencement date or preceding the termination date, as the case may be, shall be paid after deducting from the percentage rental all payments of minimum guaranteed rental for the fractional period, the percentage rental to be paid in monthly installments as provided in this Lease with respect to full term of the Lease.

49. EXECUTION IN COUNTERPARTS. This Lease may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

50. BINDING EFFECT. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Landlord and Tenant relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Landlord or Tenant unless in writing and signed by them and made a part of this Lease by direct reference.

Initialed for Identification by Tenants: AL, OL, _____, _____ and Landlord _____, _____

Commissioners Court - Regular Session **108.**

Meeting Date: 07/21/2020

Southeast Loop contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Eugene McGlone for right of way needed on the Corridor A/Southeast Loop project (Parcel 9). Funding Source: Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

McGlone Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 09:14 AM

Form Started By: Charlie Crossfield Started On: 07/16/2020 09:02 AM

Final Approval Date: 07/16/2020

REAL ESTATE CONTRACT
Southeast Loop—Corridor A1

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **EUGENE MCGLONE** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.045 acre (1,972 Sq. Ft.) tract of land in the N.D. Walling Survey, Abstract 675, Williamson County, Texas being a portion of Lot 29, Block B, Lakeside Estates Subdivision, Section Two, a Subdivision of record in Cabinet T, Slide 19, Plat Records of Williamson County, Texas (P.R.W.C.TX.), Desribed in a Deed to Eugene McGlone, an unmarried man, Recorded January 15, 2016 in Document No. 2016004766, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.); said 0.045 acre (1,972 Sq. Ft.) tract of land, as shown on a Plat prepared by Sam, LLC, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 9**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, and any damage to or cost to cure the remaining property of Seller shall be the sum of FIFTY THOUSAND AND 00/100 Dollars ($50,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before July 15, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

EK McGlone

Eugene McGlone

Date: 6/16/20

Address: 129 Estate Cove
Hutto TX
78634

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT "A"

County: Williamson
Parcel No.: 9
Tax ID: R401451
Highway: Corridor A1
Limits: From: S.H. 130
To: C.R. 404

May 21, 2020

PROPERTY DESCRIPTION FOR PARCEL 9

DESCRIPTION OF A 0.045 ACRE (1,972 SQ. FT.) PARCEL OF LAND LOCATED IN THE N.D. WALLING SURVEY, ABSTRACT 675, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF LOT 29, BLOCK B, LAKESIDE ESTATES SUBDIVISION, SECTION TWO, A SUBDIVISION OF RECORD IN CABINET T, SLIDE 19, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO EUGENE MCGLONE, AN UNMARRIED MAN, RECORDED JANUARY 15, 2016 IN DOCUMENT NO. 2016004766, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.045 ACRE (1,972 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "LANDMARK SURVEYING" found 174.85 feet left of Corridor A1 Engineer's Centerline Station (E.C.S.) 119+67.86 on the existing south right-of-way line of Estate Cove, a 60 foot wide right-of-way, per plat recorded in Cabinet T, Slide 19, P.R.W.C.TX., for the most northerly northeast corner of Lot 30, of said Lakeside Estates Subdivision, described in a deed to Henry Tso and Jessica Tso, husband and wife, recorded in Document No. 2001079191, O.P.R.W.C.TX., same being the southeast corner of said Lot 29;

THENCE S 54°45'15" W, departing the existing south right-of-way of said Estate Cove, with the common line of said Lot 29 and said Lot 30, a distance of 96.80 feet to calculated point** (Surface Coordinates: N=10,157,934.32, E=3,166,040.06) 120.00 feet left of Corridor A1 E.C.S 118+84.61 on the proposed north right-of-way line of Corridor A1, for the northeast corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 54°45'15" W, departing the proposed north right-of-way line of said Corridor A1, continuing with the common line of said Lot 29 and said Lot 30, a distance of 95.78 feet to a calculated point on the east line of Lot 1, Block B, Lakeside Estates, Phase 1-A, a subdivision of record in Cabinet R, Slide 394, P.R.W.C.TX., corrected by Document No. 2000022891 O.P.R.W.C.TX., described in a deed to Bill Clay Boyd, recorded in Document No. 2019067272, O.P.R.W.C.TX., for the northwest corner of said Lot 30, same being the south corner of said Lot 29 and of the parcel described herein, from which a 1/2-inch iron rod found on the existing north right-of-way line of County Road 138, a variable width right-of-way, per plat recorded in Cabinet T, Slide 19, P.R.W.C.TX., for the southwest corner of said Lot 30 and the southeast corner of said Lot 1 bears S 07°36'38" W, a distance of 87.70 feet;

2) **THENCE** N 07°36'38" E, departing the common line of said Lot 30 and said Lot 29, with the west line of said Lot 29, a distance of 56.43 feet to a calculated point** 120.00 feet left of Corridor A1 E.C.S 118+11.36 on the proposed north right-of-way line of said Corridor A, for the northwest corner of the parcel described herein, said point being the beginning of a curve to the left;

3) **THENCE** departing the west line of Lot 29, with proposed north right-of-way line of said Corridor A1 and said curve to the left, over and across said Lot 29, an arc distance of 70.75 feet, through a central angle 01°11'32", having a radius of 3,400.00 feet, and a chord that bears S 89°27'39" E, a distance of 70.75 feet to the **POINT OF BEGINNING**, and containing 0.045 acres (1,972 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. Units: U.S. Survey Feet.

**Unable to set at time of survey, 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional land surveyor.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

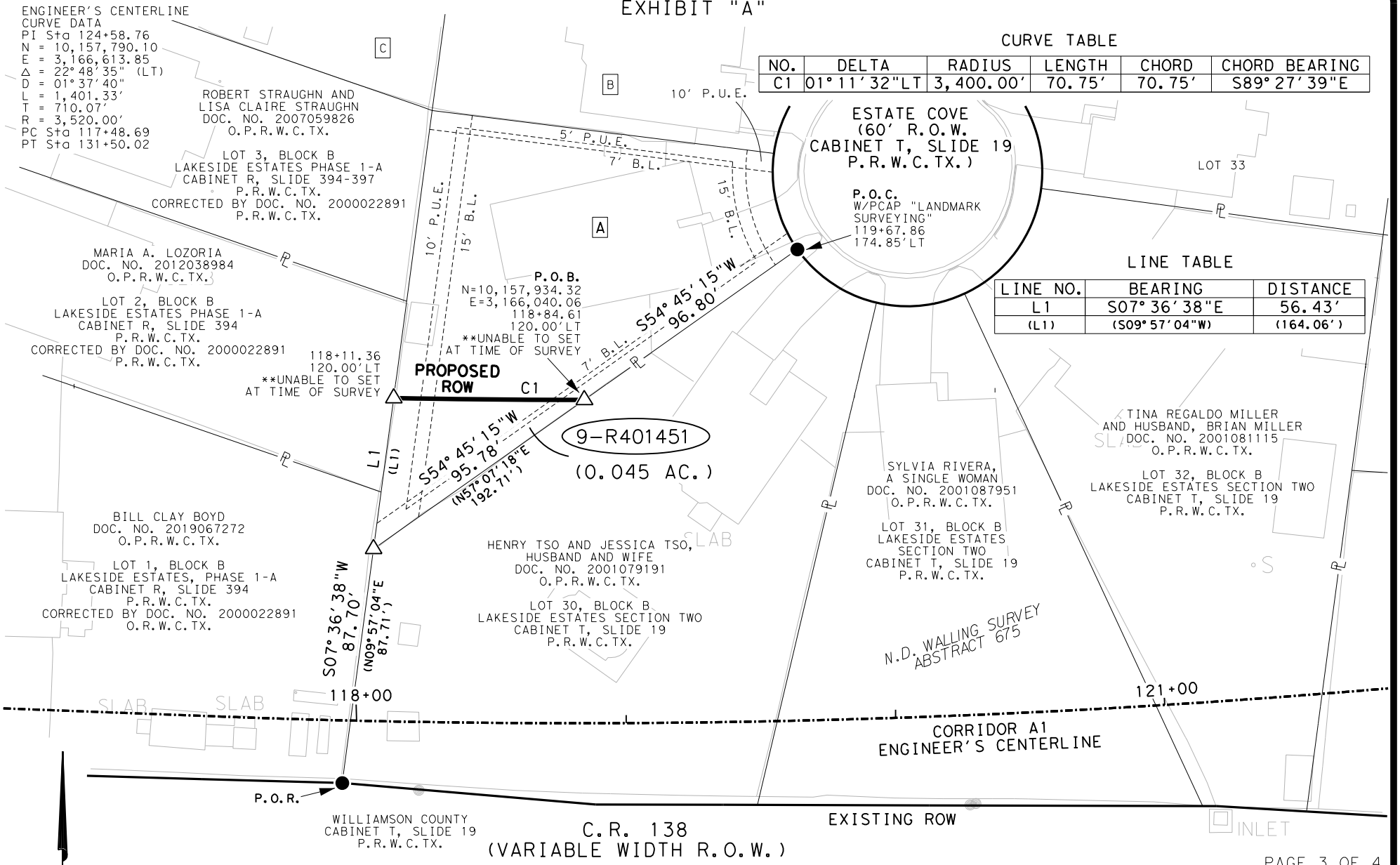
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

Scott C. Brashear 5/21/20

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01° 11' 32"LT	3,400.00'	70.75'	70.75'	S89° 27' 39"E

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S07° 36' 38"E	56.43'
(L1)	(S09° 57' 04"W)	(164.06')

N

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 46573

FILE:\\saminc\AUS\PROJECTS\1017038140A\100\Survey\03Exhibits\9\PLAT\00\P-9.dgn

EXISTING	*0.314 AC.	ACQUIRE	0.045 AC.	REMAINING	0.269 AC. LEFT

SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
EUGENE MCGLONE, AN UNMARRRIED MAN
PARCEL 9
TAX ID R401451
0.045 AC. (1,972 SQ. FT.)

EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—/——	DISTANCE NOT TO SCALE
——1——	DEED LINE (COMMON OWNERSHIP)

[A]

EUGENE MCGLONE,
AN UNMARRIED MAN
RECORDED JANUARY 15, 2016
DOC. NO. 2016004766
O.P.R.W.C.TX.

LOT 29, BLOCK B
LAKESIDE ESTATES SECTION TWO
CABINET T, SLIDE 19
P.R.W.C.TX.

[B]

CYNTHIA MERGLER AND
HUSBAND, RALPH MERGLER
DOC. NO. 2008040337
O.P.R.W.C.TX.

LOT 28, BLOCK B
LAKESIDE ESTATES
SECTION TWO
CABINET T, SLIDE 19
P.R.W.C.TX.

[C]

ANITA ANGUIANO
DOC. NO. 2016114697
O.P.R.W.C.TX.

LOT 4, BLOCK B
LAKESIDE ESTATES PHASE 1-A
CABINET R, SLIDE 394-397
P.R.W.C.TX.
CORRECTED BY DOC. NO. 2000022891
P.R.W.C.TX.

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.

2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2001630, EFFECTIVE DATE JANUARY 8, 2020, AND ISSUED DATE JANUARY 16, 2020, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

3. CORRIDOR A1 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN DECEMBER, 2019.

4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM,LLC.

**UNABLE TO SET AT TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

5/21/20

DATE

REF. FIELD NOTE NO. 46573

FILE:\\saminc\AUS\PROJECTS\1017038140A\100\Survey\03Exhibits\9\PLAT\00\P-9.dgn

EXISTING	*0.314 AC.	ACQUIRE	0.045 AC.	REMAINING	0.269 AC. LEFT

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4801 Southwest Parkway
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Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
EUGENE MCGLONE, AN UNMARRRIED MAN
PARCEL 9
TAX ID R401451
0.045 AC. (1,972 SQ. FT.)

Exhibit "B"

Parcel 9

DEED

Southeast Loop (Corridor A1) Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That Eugene McGlone, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.045 acre (1,972 Sq. Ft.) tract of land in the N.D. Walling Survey, Abstract 675, Williamson County, Texas being a portion of Lot 29, Block B, Lakeside Estates Subdivision, Section Two, a Subdivision of record in Cabinet T, Slide 19, Plat Records of Williamson County, Texas (P.R.W.C.TX.), Desribed in a Deed to Eugene McGlone, an unmarried man, Recorded January 15, 2016 in Document No. 2016004766, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.); said 0.045 acre (1,972 Sq. Ft.) tract of land, as shown on a Plat prepared by Sam, LLC, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 9**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Southeast Loop/Corridor A1.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2020.

GRANTOR:

_____
Eugene McGlone

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by Eugene McGlone, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.L.L.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Sheets & Crossfield, P.L.L.C.
309 East Main
Round Rock, Texas 78664

Commissioners Court - Regular Session **109.**

Meeting Date: 07/21/2020

Southeast Loop contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Robert and Sharon F. Bridges for right of way needed on the Corridor A/Southeast Loop project (Parcel 5). Funding Source: Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bridges Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 09:16 AM

Form Started By: Charlie Crossfield Started On: 07/16/2020 09:04 AM

Final Approval Date: 07/16/2020

DocuSign Envelope ID: 5445A243-44F3-4E52-8FD3-E9B710A88453

REAL ESTATE CONTRACT

Southeast Loop—Corridor A1

THIS REAL ESTATE CONTRACT ("Contract") is made by and between ROBERT BRIDGES and wife, SHARON F. BRIDGES (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 2.022 acre (88,074 Sq. Ft.) tract of land in the N.D. Walling Survey, Abstract No. 675, Williamson County, Texas, and the N.D. Walling Survey, Abstract No. 2722, Travis County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, and any damage to or cost to cure the remaining property of Seller shall be the sum of FOUR HUNDRED SIXTY-FIVE THOUSAND and THIRTY-ONE and 00/100 Dollars ($465,031.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

DocuSign Envelope ID: 5445A243-44F3-4E52-8FD3-E9B710A88453

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before July 31, 2020, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

DocuSign Envelope ID: 5445A243-44F3-4E52-8FD3-E9B710A88453

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

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Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

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ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

DocuSign Envelope ID: 5445A243-44F3-4E52-8FD3-E9B710A88453

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Intentionally Omitted.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

DocuSign Envelope ID: 5445A243-44F3-4E52-8FD3-E9B710A88453

SELLER:

DocuSigned by:
Robert Bridges
FB8007DDBB4B470...

Robert Bridges

Address: 281 CR 138
Hutto, Texas 78634

Date: 7/7/2020

DocuSigned by:
Sharon Bridges
34C8F0CCF1A94BC...

Sharon F. Bridges

Address: 281 CR 138
Hutto, Texas 78634

Date: 7/7/2020

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

DocuSign Envelope ID: 5445A243-44F3-4E52-8FD3-E9B710A88453

EXHIBIT "A"

County: Williamson
Parcel No.: 5
Tax ID: R021021
Highway: Corridor A1
Limits: From: S.H. 130
To: C.R. 404

March 24, 2020

PROPERTY DESCRIPTION FOR PARCEL 5

DESCRIPTION OF A 2.022 ACRE (88,074 SQ. FT.) PARCEL OF LAND LOCATED IN THE N.D. WALLING SURVEY, ABSTRACT 675, WILLIAMSON COUNTY, TEXAS AND THE N.D. WALLING SURVEY, ABSTRACT 2722, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 9.98 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO ROBERT BRIDGES AND WIFE, SHARON F. BRIDGES, RECORDED JANUARY 25, 1989 IN VOLUME 1747, PAGE 471, OFFICAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.), AND A PORTION OF THE REMAINDER OF A CALLED 3.60 ACRE TRACT OF LAND, DESCRIBED IN SAID DEED TO ROBERT BRIDGES AND WIFE, SHARON F. BRIDGES; SAID 2.022 ACRE (88,074 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/4-inch iron pipe found 578.87 feet left of Corridor A1 Engineer's Centerline Station (E.C.S.) 110+11.02 on the west line of the said remainder of a called 9.98 acre tract of land, for the southeast corner of a called 4.918 acre tract of land, conveyed in a deed to CSW SR Hutto, LLC, recorded in Document No. 2017074295, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), same being the northeast corner of the remainder of a called 5.000 acre tract of land, conveyed in a deed to Nelda Carol Phelps, recorded in Document No. 2000032529, O.P.R.W.C.TX., from which a 1/2-inch iron rod found, for the northwest corner of said remainder of a called 9.98 acre tract bears N 07°36'58" E, a distance of 564.59 feet;

THENCE S 07°36'58" W, with the common line of said Phelps tract and said remainder of a called 9.98 acre tract, a distance of 416.76 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,158,011.56, E=3,165,129.56) set 165.47 feet left of Corridor A1 E.C.S 109+67.19 on the proposed north right-of-way line of Corridor A1, for the northwest corner and **POINT OF BEGINNING** of the parcel described herein, said point being the beginning of a curve to the right;

THENCE departing the common line of said Phelps tract and said remainder of a called 9.98 acre tract, with the proposed north right-of-way line of said Corridor A1, over and across said remainder of a called 9.98 acre tract and said remainder of a called 3.60 acre tract, the following two (2) courses and distances numbered 1-2:

1) With said curve to the right, an arc distance of 275.15 feet, through a central angle 14°03'02", having a radius of 1,122.00 feet, and a chord that bears S 86°17'30" E, a distance of 274.46 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 158.04 feet left of Corridor A1 E.C.S 112+41.54, said point being the beginning of a curve to the left, and

2) With said curve to the left, an arc distance of 216.90 feet, through a central angle 03°39'19", having a radius of 3,400.00 feet, and a chord that bears S 81°05'38" E, a distance of 216.86 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 132.54 feet left of Corridor A1 E.C.S 114+56.91 on the common line of said remainder of a called 3.60 acre tract and of Lot 1, Block A, Lakeside Estates, Phase 1-A, a subdivision of record in Cabinet R, Slide 394, Plat Records of Williamson County, Texas (P.R.W.C.TX.), corrected by Document No. 2000022891, O.P.R.W.C.TX., conveyed in a deed to Jennie Elizabeth Dilworth and Edward Owen Dilworth, recorded in Document No. 2012067498, O.P.R.W.C.TX., for the northeast corner of the parcel described herein, from which a 1-inch iron pipe found, for the northeast corner of said remainder of a called 9.98 acre tract bears N 07°31'22" E, a distance of 451.44 feet to a calculated point, and N 07°28'52" E, a distance of 564.58 feet;

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EXHIBIT "A"

County: Williamson
Parcel No.: 5
Tax ID: R021021
Highway: Corridor A1
Limits: From: S.H. 130
To: C.R. 404

3) **THENCE** S 07°31'22" W, departing the proposed north right-of-way line of said Corridor A1, with the common line of said remainder of a called 3.60 acre tract and said Lot 1, a distance of 158.40 feet to a 1/2-inch iron rod found on the existing north right-of-way line of C.R. 138, a variable width right-of-way, recorded in Document No. 2010029638, O.P.R.W.C.TX., for the southwest corner of said Lot 1, same being the southeast corner of said remainder of a called 3.60 acre tract and of the parcel described herein;

4) **THENCE** N 87°00'20" W, departing the common line of said remainder of a called 3.60 acre tract and said Lot 1, with the existing north right-of-way of said C.R. 138, passing at a distance of 244.79 feet a 5/8-inch iron rod with a plastic cap found, for the southwest corner of said remainder of a called 3.60 acre tract, same being the southeast corner of said remainder of a called 9.98 acre tract, and continuing for a total distance of 492.49 feet to a 5/8-inch iron rod with an plastic cap found, for the southeast corner of said Phelps tract, same being the southwest corner of said remainder of a called 9.98 acre tract and the parcel described herein;

5) **THENCE** N 07°36'58" E, departing the existing north right-of-way line of said C.R. 138, with the common line of said Phelps tract and said remainder of a called 9.98 acre tract, a distance of 184.26 feet to the **POINT OF BEGINNING**, and containing 2.022 acres (88,074 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

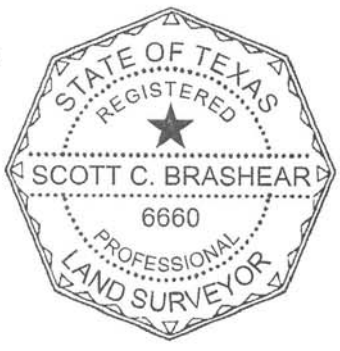
Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. Units: U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



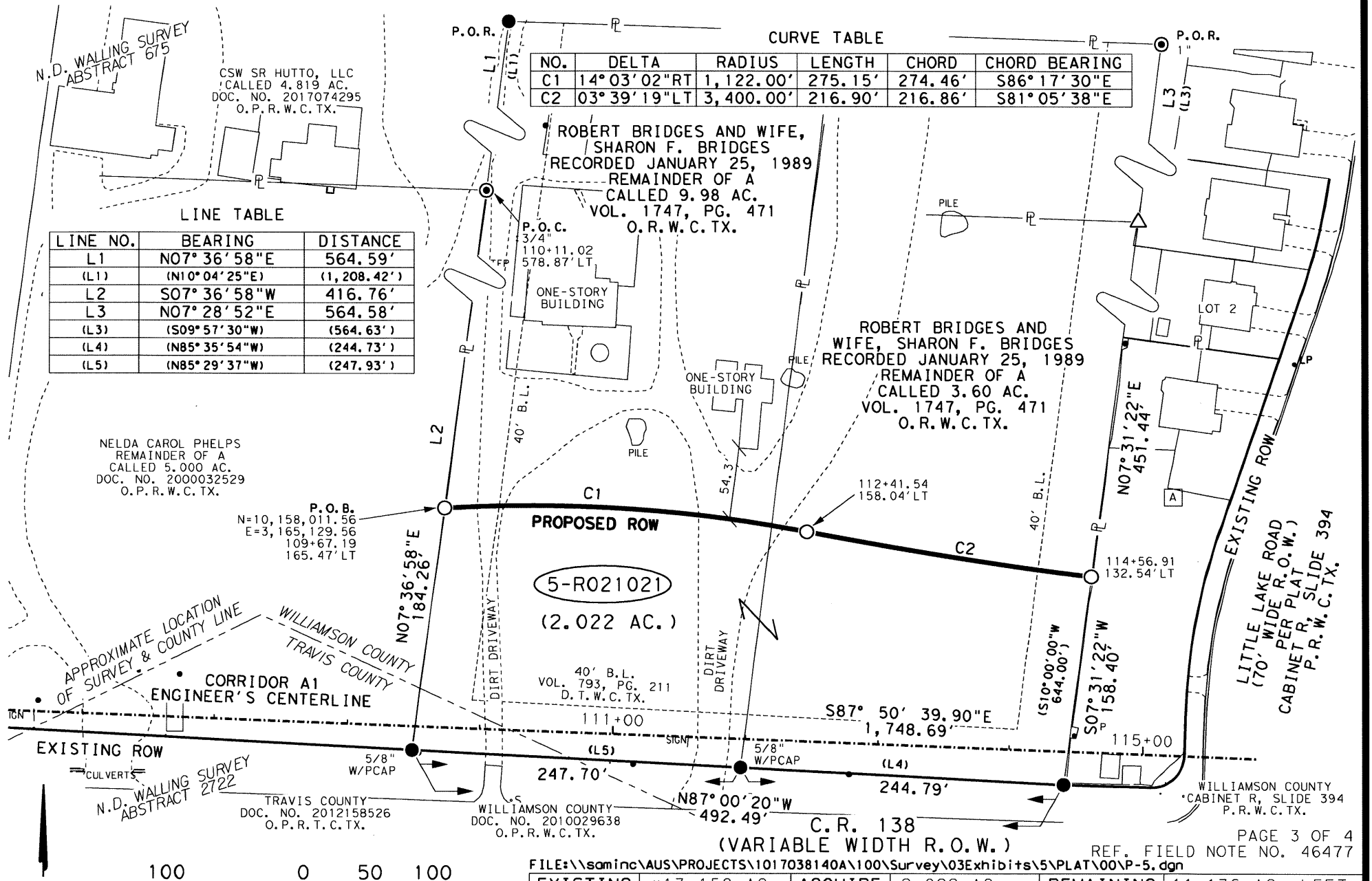
3/24/20
Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

FN 46477

SAM Job No. 38140A

DocuSign Envelope ID: 5445A243-44F3-4E52-8FD3-E9B710A88453

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N07° 36' 58"E	564.59'
(L1)	(N10° 04' 25"E)	(1,208.42')
L2	S07° 36' 58"W	416.76'
L3	N07° 28' 52"E	564.58'
(L3)	(S09° 57' 30"W)	(564.63')
(L4)	(N85° 35' 54"W)	(244.73')
(L5)	(N85° 29' 37"W)	(247.93')

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	14° 03' 02"RT	1,122.00'	275.15'	274.46'	S86° 17' 30"E
C2	03° 39' 19"LT	3,400.00'	216.90'	216.86'	S81° 05' 38"E

N

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 46477

FILE:\\saminc\AUS\PROJECTS\1017038140A\100\Survey\03Exhibits\5\PLAT\00\P-5.dgn

EXISTING	*13.158 AC.	ACQUIRE	2.022 AC.	REMAINING	11.136 AC. LEFT

SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ROBERT BRIDGES AND WIFE,
SHARON F. BRIDGES
PARCEL 5
TAX ID R021021
2.022 AC. (88,074 SQ. FT.)

DocuSign Envelope ID: 5445A243-44F3-4E52-8FD3-E9B710A88453

EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
◉	1/2" IRON PIPE FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.T.C.TX.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
--/---	DISTANCE NOT TO SCALE
---1---	DEED LINE (COMMON OWNERSHIP)

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2001625, EFFECTIVE DATE JANUARY 3, 2020, AND ISSUED DATE JANUARY 16, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. CORRIDOR A1 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN DECEMBER, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

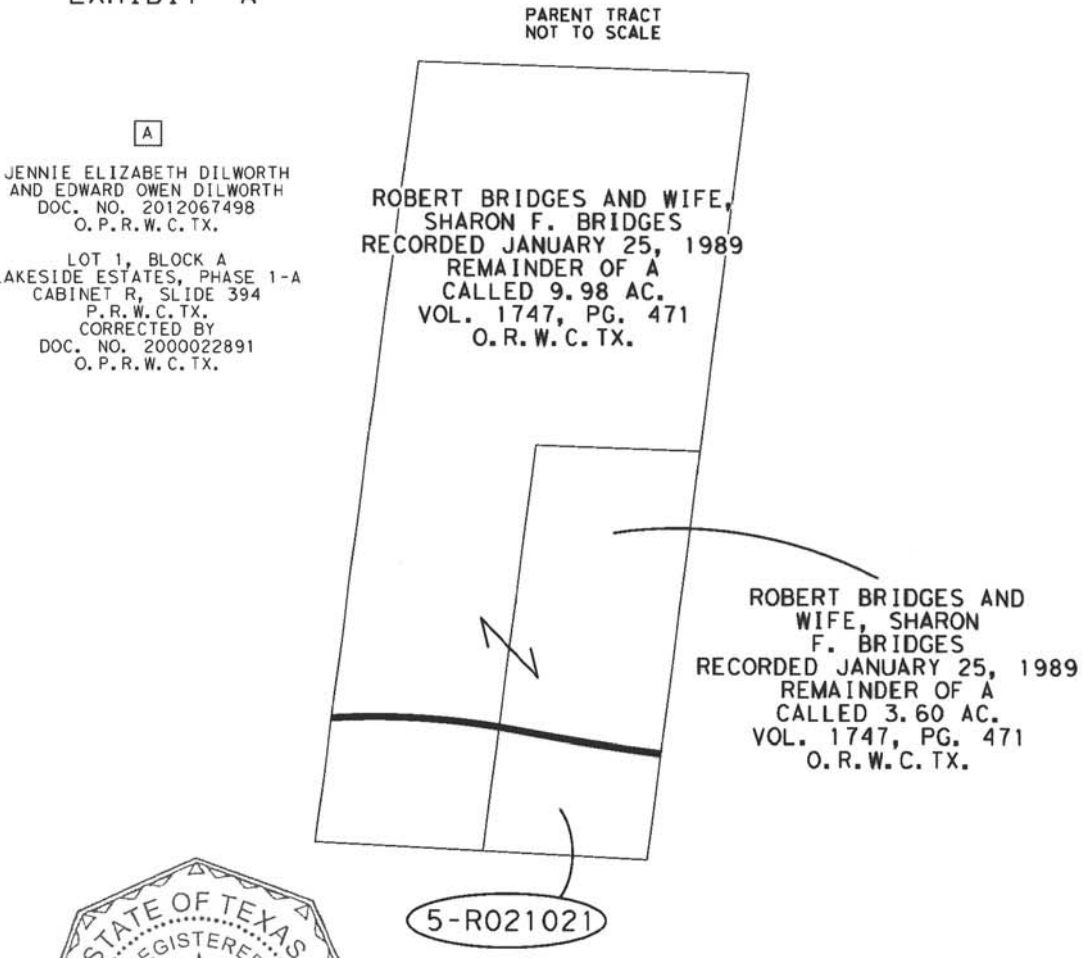
* AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

3/24/20
DATE

PARENT TRACT
NOT TO SCALE



STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

REF. FIELD NOTE NO. 46477

FILE:\\saminc\AUS\PROJECTS\1017038140A\100\Survey\03Exhibits\5\PLAT\00\P-5.dgn

EXISTING	*13.158 AC.	ACQUIRE	2.022 AC.	REMAINING	11.136 AC. LEFT

SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ROBERT BRIDGES AND WIFE,
SHARON F. BRIDGES
PARCEL 5
TAX ID R021021
2.022 AC. (88,074 SQ. FT.)

DocuSign Envelope ID: 5445A243-44F3-4E52-8FD3-E9B710A88453

EXHIBIT "B"

Parcel 5

DEED

Southeast Loop (Corridor A1) Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That ROBERT BRIDGES and wife, SHARON F. BRIDGES, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 2.022 acre (88,074 Sq. Ft.) tract of land in the N.D. Walling Survey, Abstract No. 675, Williamson County, Texas, and the N.D. Walling Survey, Abstract No. 2722, Travis County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

DocuSign Envelope ID: 5445A243-44F3-4E52-8FD3-E9B710A88453

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Southeast Loop/Corridor A1.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2020.

[signature pages follow]

DocuSign Envelope ID: 5445A243-44F3-4E52-8FD3-E9B710A88453

GRANTOR:

_____
Robert Bridges

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by Robert Bridges, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

DocuSign Envelope ID: 5445A243-44F3-4E52-8FD3-E9B710A88453

GRANTOR:

_____
Sharon F. Bridges

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 2020 by Sharon F. Bridges, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **110.**

Meeting Date: 07/21/2020

Southeast Loop contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract and leaseback agreement with Christopher and Kathleen Ann Fetters for right of way needed on the Corridor A/Southeast Loop project (Parcel 17). Funding Source: Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fetters Contract

Fetters Lease

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 09:30 AM

Form Started By: Charlie Crossfield Started On: 07/16/2020 09:05 AM

Final Approval Date: 07/16/2020

AuthentiSign ID: 6A53F175-6A23-448C-A924-398B0D56781A

REAL ESTATE CONTRACT
Corridor SE Loop

THIS REAL ESTATE CONTRACT ("Contract") is made by and between CHRISTOPHER FETTERS AND KATHLEEN ANN FETTERS (referred to in this Contract as "Seller", whether one or more) and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain Lot 3, Block B-1, Lakeside Estates Subdivision, Section Two, A Subdivision of Record in Cabinet T, Slide 19, Plat Records of Williamson County, Texas (P.R.W.C.TX), described in a DEED to KATHLEEN ANNE FETTERS, a married person, Recorded September 24, 2018 in Document No. 2018090119, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.) (Parcel 17);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property", and any improvements and fixtures situated on and attached to the Property described, or bisected by the acquisition and not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property shall be the sum of TWO HUNDRED TWENTY-THREE THOUSAND TWO HUNDRED TEN and 00/100 Dollars ($223,210.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Authentisign ID: 6A53F175-6A23-448C-A924-398B0D56781A

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company at 203 W. Main Street Suite A Pflugerville, TX on or before July 31, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

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Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property or as otherwise described herein, free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "A" attached hereto and incorporated herein.

(2) Provide reasonable assistance, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property, subject to Paragraph 5.03(b) herein.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

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(b) At Closing, Purchaser and Seller shall enter into a lease agreement (the "Leaseback Agreement") wherein Purchaser, as Landlord, shall lease back to Seller, as Tenant, the Property until the earlier of 30 days after Tenant's purchase of another home or before December 31, 2020, whichever occurs first. The Leaseback Agreement shall be in the form attached hereto as Exhibit "B".

Prorations

5.04. General real estate taxes for the then current year relating to the Property acquired in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party respectively as incurred.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by

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the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

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8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, which date is indicated beneath the Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[Signatures on Following Pages]

SELLERS:

Authentisign ID: 6A53F175-6A23-448C-A924-398B0D56781A

Authentisign
7/6/2020 3:45:08 PM EDT

CHRISTOPHER FETTERS

Address: 104 Dana Drive, Hutto Tx 78634

Date: 07/06/2020

Authentisign
7/7/2020 12:19:44 AM EDT

KATHLEEN ANN FETTERS

Address: 104 Dana Drive, Hutto Tx 78634

Date: 07/07/2020

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

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Exhibit "A"

Parcel 17

DEED

Southeast Loop (Corridor A1) Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That CHRISTOPHER FETTERS AND KATHLEEN ANN FETTERS, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain Lot 3, Block B-1, Lakeside Estates Subdivision, Section Two, A Subdivision of Record in Cabinet T, Slide 19, Plat Records of Williamson County, Texas (P.R.W.C.TX), described in a DEED to KATHLEEN ANNE FETTERS, a married person, Recorded September 24, 2018 in Document No. 2018090119, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.); (Parcel 17);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: 12X20 wood frame storage shed (the "Retained Improvements").

Grantor covenants and agrees to remove the Retained Improvements from the Property on or before December 31, 2020, subject to such extensions of time as may be authorized by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever, and Grantee shall be allowed temporary access to the remaining property of Grantor as necessary solely for the purpose of removing any portion of the Retained Improvements bisected by the acquisition of the Property.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Southeast Loop/Corridor A1.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2020.

Authentisign ID: 6A53F175-6A23-448C-A924-398B0D56781A

GRANTORS:

Authentisign
7/6/2020 3:45:18 PM EDT

CHRISTOPHER FETTERS

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by CHRISTOPHER FETTERS, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

Authentisign
7/7/2020 12:19:47 AM EDT

KATHLEEN ANN FETTERS

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by KATHLEEN ANN FETTERS, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

Authentisign ID: 6A53F175-6A23-448C-A924-398B0D56781A

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.L.L.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Sheets & Crossfield, P.L.L.C.
309 East Main
Round Rock, Texas 78664

Authentisign ID: 6A53F175-6A23-448C-A924-398B0D56781A

Exhibit "B"

RESIDENTIAL LEASE AGREEMENT

By this Residential Lease Agreement ("Lease") between Williamson County, Texas, a political subdivision of the State of Texas and the true and lawful owner of the Premises subject of this Lease, (hereafter called "Landlord"); and CHRISTOPHER FETTERS AND KATHLEEN ANN FETTERS, (hereafter collectively called "Tenant"); Landlord hereby leases to Tenant, and the Tenant hires and takes form the Landlord, all that certain plot of land with the dwelling thereon known and described as Lot 3, Block B-1, Lakeside Estates Subdivision, also known as 104 Dana Drive, Hutto, Texas 78634 (hereinafter referred to as the "Premises), to be used and occupied solely as a strictly private dwelling for one family only, by the Tenant and the family of the Tenant and not otherwise, according to the following terms and conditions:

1. TERM. The initial term of this Lease shall be five (5) months commencing on _____, 2020 ("Commencement Date") and ending on December 31, 2020 at 11:59 p.m. ("Termination Date").

2. RENT. Tenant agrees to pay, without demand, deduction or offset, to Landlord as rent for the Premises One Thousand and No/100 Dollars ($1,000.00) ("Initial Base Rent"), on the first (1st) day of each calendar month in advance, beginning on the _____ day of _____, 2020. at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Landlord may designate in writing. Tenant shall additionally pay a prorated rental amount for any period between the Commencement Date and the date the first rental payment is due as set out herein.

3. LATE CHARGES AND FEES FOR RETURNED CHECKS. If Tenant fails to timely pay any month's rent, Tenant will pay Landlord an initial late charge of Twenty-Five and No/100 Dollars ($25.00), plus additional late charges of Fifteen and No/100 Dollars ($15.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Tenant hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise, at law or in equity, for Tenant's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Tenant further agrees to pay Landlord Twenty-Five and No/100 Dollars ($25.00) for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Landlord has received payment in full. Landlord may, upon written notice to Tenant, require Tenant to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Landlord.

4. NO OPTION TO EXTEND LEASE. Tenant expressly understands there will NOT BE AN EXTENSION OF THIS LEASE.

Initialed for Identification by Tenants: CF KF, _____, _____, _____ and Landlord _____, _____

Authentisign ID: 6A53F175-6A23-448C-A924-398B0D56781A

5. LEASE TERMINATION BY TENANT. Tenant at its sole option may terminate this Lease at any time by delivering a minimum of thirty (30) days prior written notice of such early termination to Landlord.

6. APPLICATION OF FUNDS. Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to late charges, returned check charges, charges for repairs that Tenant shall be obligated to pay under the terms of this Lease, and unpaid utility charges, then to rent. Tenant's notations on Tenant's payments shall not affect the Landlord's application of funds.

7. QUIET ENJOYMENT. Landlord covenants that, on paying the rent and performing the covenants contained in this Lease, Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

8. USE OF PREMISES. The Premises shall be used and occupied by Tenant exclusively as a private single family residence, and no part of it may be used by Tenant at any time during the term of this Lease or extension of same for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. If Tenant fails to occupy and take possession of the Premises within Five (5) days from the Commencement Date, Tenant shall be in default of this Lease. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease. Tenant and all other persons on the Premises must refrain from conducting themselves in any way that would unduly disturb Tenant's neighbors or constitute a breach of the peace. Tenant may not permit any part of the Premises to be used for: (a) any activity which is a nuisance, offensive, noisy, or dangerous; (b) the repair of any vehicle; (c) any business of any type, including child care; (d) any activity which violates any applicable rules and/or regulations of Landlord; (e) any illegal or unlawful activity; or (f) other activity which will obstruct, interfere with, or infringe on the rights of other persons near the Premises.

Tenant hereby acknowledges and agrees that Tenant shall be solely liable for and shall promptly pay all fines, fees or charges assessed against the Tenant and/or the Premises for violations by Tenant of: (a) any laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease; (b) any illegal or unlawful activity; or (c) other activity which obstructs, interferes with, or infringes on the rights of other persons near the Premises.

9. NUMBER OF OCCUPANTS. Without prior approval and consent from Landlord the Premises may be occupied by no more than 5 persons, consisting of 2 adults and 3 children under the age of 18 years. Tenant may not permit any guests to stay on or in the Premises longer than fourteen (14) consecutive or non-consecutive days during the term of this Lease or any Extension Term without the prior written consent of the Landlord.

Initialed for Identification by Tenants: , , _____, _____ and Landlord _____, _____

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11. CONDITION OF PREMISES. TENANT HEREBY AGREES AND STIPULATES THAT THE PREMISES HAVE BEEN EXAMINED BY TENANT, INCLUDING THE GROUNDS AND ALL BUILDINGS AND IMPROVEMENTS, AND THAT AT THE TIME OF THIS LEASE THEY ARE IN GOOD ORDER AND REPAIR AND IN A SAFE, CLEAN, AND TENANTABLE CONDITION. TENANT ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LANDLORD HAS NOT MADE, DOES NOT MAKE AND, TO THE FULLEST EXTENT AUTHORIZED BY LAW, SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE SUITABILITY OF THE PREMISES FOR ITS INTENDED USE, (C) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (D) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (E) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LANDLORD HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, TENANT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LANDLORD. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LANDLORD HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". TENANT ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE. TENANT ACKNOWLEDGES THAT NO AGREEMENTS HAVE BEEN MADE REGARDING FUTURE REPAIRS UNLESS OTHERWISE SPECIFIED IN THIS LEASE AGREEMENT. TENANT SHALL COMPLETE THE INVENTORY CHECKLIST CONDITION OF RENTAL PROPERTY, WHICH IS ATTACHED HERETO AS **SCHEDULE "A"**, NOTING ANY DEFECTS AND DAMAGES TO THE PREMISES, AND DELIVER SAME TO LANDLORD WITHIN 48 HOURS AFTER THE COMMENCEMENT DATE OF THIS LEASE. TENANT'S FAILURE TO TIMELY DELIVER THE INVENTORY CHECKLIST CONDITION OF RENTAL PROPERTY TO LANDLORD WILL BE DEEMED AS TENANT'S ACCEPTANCE OF THE PREMISES IN A CLEAN, UNDAMAGED, AND GOOD CONDITION. (The Inventory Checklist Condition of Rental Property is not a request for repair or maintenance of the Premises. Tenant must direct all repair requests to Landlord according to the

Initialed for Identification by Tenants: , _____, _____, _____ and Landlord _____, _____

Authentisign ID: 6A53F175-6A23-448C-A924-398B0D56781A

terms of this Lease.).

12. ASSIGNMENT AND SUBLETTING. Without the prior written consent of Landlord, Tenant may not assign the Lease or sublet or grant any license to use the Premises or any part of them. A consent by Landlord to one assignment, subletting, or license shall not be considered a consent to any subsequent assignment, subletting, or license. An assignment, subletting, or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be void and Landlord, at Landlord's option, may immediately terminate this Lease.

13. ALTERATIONS AND IMPROVEMENTS. Tenant may make no alterations to the buildings on the Premises or construct any building or make other improvements on the Premises without the prior written consent of Landlord. Unless otherwise provided by written agreement between Landlord and Tenant, all alterations, changes, and improvements built, constructed, or placed on the Premises by Tenant, with the exception of fixtures removable without damage to the Premises and movable personal property, shall be the property of Landlord and remain on the Premises at the expiration or termination of this Lease. Except as permitted by law, this Lease, or pursuant to Landlord's prior written consent, Tenant may not: (a) remove any existing property and/or any of Landlord's personal property from the Premises; (b) remove, change, or re-key any lock; (c) make holes in the woodwork, floors, or walls, save and except the insertion of a reasonable number of small nails used for hanging pictures in the Sheetrock and grooves in the paneling; (d) permit any water furniture on the Premises; (e) install new or additional telephone and/or television outlets, cables, antennas, satellite receivers, or alarm systems; (f) replace or remove carpet, paint, or wallpaper; (g) install or change any fixture on the Premises; (h) keep or permit any hazardous material on the Premises, which shall include but not be limited to flammable or explosive materials which might cause fire or extended insurance coverage to be suspended or canceled or any premiums to be increased; (i) dispose of any environmentally detrimental substance (i.e. motor oil or radiator fluid) on the Premises; or (j) cause or allow any mechanic's or materialman's lien to be filed against any portion of the Premises or Tenant's interest in this Lease.

14. DAMAGE TO PREMISES. If the Premises or any part of them is damaged partially by fire or other casualty not due to Tenant's negligence or willful act or that of Tenant's family, agent, invitee or visitor, the Premises shall be repaired promptly by Landlord, and there shall be an abatement of rent corresponding to the time during which and the extent to which the Premises are untenantable; provided that, in the event of damage by fire or other casualty in the amount of more than $5,000.00, Landlord will have the option of not rebuilding or repairing, in which event the term of this Lease shall end, and the rent shall be prorated up to the time of the damage. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Premises shall be the sole property of Landlord. For the purposes of this Lease, any condemnation of all or part of the property shall be a casualty loss.

15. CARE AND MAINTENANCE. Tenant, after inspecting the Premises, completed the attached **Schedule "A"** inventory checklist, incorporated into this Lease by this reference, and found the premises to be in good order and repair. Tenant agrees to maintain the Premises in as good condition as it finds the Premises upon entry, reasonable wear and tear excepted; and to keep

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the lawn mowed, clean, and free of debris and refuse, and in a presentable condition at all times.

16. INSURANCE. Landlord shall not be obligated to carry any type of insurance coverage on the Premises or any insurance coverage that would provide coverage to the Tenant for damages resulting from personal injuries and/or for property loss. **Tenant acknowledges, however, that Tenant and Tenant's property will not be covered by any hazard insurance or other form of insurance that may be carried by Landlord.** The Tenant assumes the risk of loss on all contents of the Leased Premises owned by the Tenant and/or personal injuries arises on the Leased Premises and Tenant hereby agrees to obtain any insurance coverage that Tenant desires or deems necessary. Furthermore, Tenant's insurance shall be primary as to any other existing, valid, and collectible insurance Landlord may maintain.

17. UTILITIES. Tenant shall be responsible for arranging and paying for all utility services required on the Premises, including but not limited to electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, television, sewer charges, and trash collection. Tenant further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Premises. Tenant must, at a minimum, keep the following utilities on at all times during the term of this Lease: gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Tenant fails to keep said utilities on during the term of this Lease or any extension of the term of this Lease, Tenant shall be deemed to be in default of this Lease.

18. MAINTENANCE AND REPAIR. At Tenant's expense, Tenant shall keep and maintain the Premises and appurtenances in good sanitary condition during the term of this Lease and any extension of it. In particular, Tenant shall keep the fixtures in the house or on or about the Premises in good order and repair; keep the furnace and HVAC systems clean and in good working order; promptly dispose of all garbage in appropriate receptacles; supply and change heating and air conditioning filters at least once a month; supply and change light bulbs and smoke detector batteries; promptly eliminate any dangerous condition on the Premises caused by Tenant or caused by Tenant's family, agent, or visitor; take necessary precautions to prevent broken water pipes due to freezing; replace any lost or misplaced keys; pay any periodic, preventative, or additional extermination costs desired by Tenant; maintain and use reasonable diligence in maintaining the yard and landscape in or on the Premises, which shall include but not be limited to watering, mowing, fertilizing, trimming and controlling all lawn pests on all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping and foliage on or encroaching on the Premises or any easement appurtenant to the Premises; and keep the walls free from dirt and debris.

Tenant shall make all repairs to the Premises and improvements thereon, which shall include but not be limited to the plumbing systems, cooking appliances, cooling system, heating system, sanitary systems, and other electric and gas fixtures which are required to keep the Premises in as good and commercially functional of a condition as existed upon entry, reasonable wear and tear excepted..

Tenant agrees that no signs will be placed or painting done on or about the Premises by Tenant or at Tenant direction without the prior written consent of Landlord.

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19. SECURITY DEVICES AND EXTERIOR DOOR LOCKS. The Texas Property Code requires that the Premises be equipped with certain types of locks and security devices. Said Code will govern the rights and obligations of the parties regarding security devices. **All notices or requests by Tenant for re-keying, changing, installing, repairing, or replacing security devices must be made in writing to the Landlord. All additional security devices or additional re-keying or replacement of security devices desired by Tenant shall be paid by Tenant in advance and may only be installed by Landlord or Landlord's contractors after receiving a written request from Tenant.**

20. SMOKE DETECTORS. The Texas Property Code requires that the Premises be equipped with smoke detectors in certain locations. Said Code will govern the rights and obligations of the parties regarding smoke detectors. **All requests for additional installation, inspection or repair of smoke detectors must be made in writing by Tenant to Landlord. Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under the Texas Property Code.**

21. VEHICLES. Tenant may not permit more than 4 vehicles, which shall include but not be limited to automobiles, non-commercial passenger trucks, recreational vehicles, trailers, motorcycles, and boats, on the Premises unless authorized in writing by Landlord. Under no circumstances may Tenant park or drive any vehicle on the Premises' yard and/or landscape. Tenant may not store any vehicles on or adjacent to the Premises or on the street in front of the Premises. Tenant shall under no circumstances permit any type of commercial vehicle to be stored or parked on or adjacent to the Premises or on the street in front of the Premises. Tenant hereby acknowledges and agrees that Landlord may tow, at Tenant's sole expense, any improperly parked or inoperative vehicle on or adjacent to the Premises in accordance with all applicable state and local laws. For purposes of this provision, an inoperative vehicle shall mean and include a vehicle that is not in good working order and that does not have a current state inspection and registration sticker, as required by law.

22. LANDLORD'S INSPECTION OF AND ACCESS TO PREMISES. Landlord and Landlord's agents will have the right at all reasonable times, without prior notice to Tenant, during the term of this Lease and any extension of it to enter the Premises for the purposes of inspecting them and all building and improvements on them; showing the Premises to prospective tenants, purchasers, inspectors, appraisers, surveyors, engineers, contractors or insurance agents; exercise a contractual or statutory lien and all legal rights thereunder; leaving written notices; or seizing nonexempt property after default.

23. SUBORDINATION OF LEASE. This Lease and Tenant's interest under it are and will be subordinate to any encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such encumbrances, the interest payable on any encumbrances, and all renewals or extensions of such encumbrances.

24. LIABILITY. UNLESS CAUSED BY LANDLORD'S NEGLIGENCE, TENANT ACKNOWLEDGES

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AND AGREES THAT LANDLORD IS NOT LIABLE OR RESPONSIBLE TO TENANT, TENANT'S FAMILY, GUESTS, OCCUPANTS, AND/OR INVITEES FOR ANY DAMAGES, INJURIES, OR LOSSES TO PERSON OR PROPERTY CAUSED BY FIRE, FLOOD, WATER LEAKS, ICE, SNOW, HAIL, WINDS, EXPLOSIONS, SMOKE, INTERRUPTION OF UTILITIES, THEFT, BURGLARY, ROBBERY, ASSAULT, VANDALISM, OTHER PERSONS, THE CONDITION OF THE PREMISES, ENVIRONMENTAL CONTAMINANTS, INCLUDING BUT NOT LIMITED TO CARBON MONOXIDE, ASBESTOS, RADON GAS AND LEAD BASED PAINT, OR OTHER OCCURRENCES OR CASUALTY LOSSES. TENANT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS LANDLORD AND THE PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LANDLORD OR THE PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE PREMISES BY TENANT; FROM ANY NEGLECT OR FAULT OF TENANT OR THE FAMILY, AGENTS, GUESTS OR INVITEES OF TENANT IN USING AND OCCUPYING THE PREMISES; OR FROM ANY FAILURE BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LANDLORD OR THE PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLECT, OR USE OF THE PREMISES BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES, OR ANY OTHER PERSON ON THE PREMISES, TENANT AGREES THAT TENANT OR ANY OTHER PERSON ON THE PREMISES WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LANDLORD OR AGAINST THE PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

25. SURRENDER OF PREMISES. On or before the Termination Date of this Lease or any termination date of an Extension Term or any date of termination allowed hereunder, Tenant shall surrender ("Surrender" shall mean vacating the Premises and returning all keys and access devices to the Landlord) the Premises clean and free of all trash, debris and any personal property or belongings and in as good condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted. If Tenant leaves any personal property or belongings in, on or about the Premises after Tenant surrenders possession of the Premises, all such personal property and/or belongings of Tenant will be forfeited to and become the property of the Landlord. In the event that Tenant forfeits such personal property or belongings pursuant to the terms of this Lease, Tenant hereby acknowledges and agrees that Landlord may dispose of such personal property or belongings of Tenant, without liability to Landlord, in any manner in which Landlord, in Landlord's sole discretion, deems fit or reasonable.

26. ABANDONMENT. If Tenant abandons the Premises, Tenant will be in default of this Lease. "Abandon" shall mean Tenant is absent from the Premises for Fourteen (14) consecutive days.

27. HOLDOVER. If Tenant fails to vacate the Premises on or before the Termination Date of this Lease or at the end of any Extension Term or on the effective date of any termination allowed hereunder, Tenant will pay rent for the holdover period and **INDEMNIFY** Landlord and/or Landlord's prospective tenants for damages, which shall include but not be limited to lost rents,

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lodging expenses, and attorney's fees, incurred by them due to Tenant's holdover. In the event of a holdover, Landlord, at Landlord's sole discretion and option, may extend this Lease up to one month by notifying Tenant in writing of its election to extend this Lease one additional month. Rent for any holdover period will be Two (2) times the monthly rent calculated on a daily basis and will be immediately due and payable daily without further notice or demand to Tenant.

28. DEFAULT BY TENANT. Tenant hereby acknowledges and agrees that if Tenant fails to comply with any provision of this Lease, such failure shall be deemed to be a material breach of this Lease. Furthermore, if Tenant fails to comply with any provision of this Lease, other than the covenant to pay rent, or with any present rules and regulations or any that may be hereafter prescribed by Landlord, or if Tenant fails to comply with any duties imposed on Tenant by law, Landlord may immediately terminate the Lease and/or avail itself of any remedies that are available at law or in equity. If Landlord decides that Tenant should be allowed the opportunity to correct the noncompliance, Landlord may deliver a written notice specifying the noncompliance and allowing Seven (7) days within which it may be corrected. If compliance is not made, Landlord may then terminate the Lease and/or avail itself of any remedies that are available at law or in equity.

If Tenant fails to pay rent when due, and the default continues for Three (3) days after delivery of written demand by Landlord for payment of the rent or possession of the Premises, Landlord may terminate the Lease. If Tenant breaches this Lease, all rents which are payable during the remainder of the Lease term or any extension thereof will be accelerated without further notice or demand to Tenant. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Premises to acceptable tenants thereby reducing Tenant's liability accordingly. Tenant hereby acknowledges that unpaid rent and unpaid damages are reportable to credit reporting agencies. In the event Tenant breaches this Lease, Tenant will be liable to Landlord for:

a. Any lost rents;
b. Landlord's costs of reletting the Premises, which shall include but not be limited to brokerage fees, advertising fees, and other necessary fees to relet the Premises;
c. Repairs to the Premises for use beyond normal wear and tear;
d. All of Landlord's costs associated with eviction of Tenant, which shall include attorney's fees, costs of court, and prejudgment interest;
e. All of Landlord's costs associated with collection of rent, which shall include but not be limited to collection fees, late charges, returned check charges, attorney's fees, and fees paid to collection agencies; and
f. Any other recovery to which the Landlord may be entitled by law or in equity.

29. DEFAULT BY LANDLORD. In the event of default by Landlord of any covenant, warranty, term or obligation of this Lease, Landlord's failure to cure same or commence a good faith effort to cure same within Thirty (30) days after written notice thereof by Tenant shall be

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considered a default and shall entitle Tenant to terminate this Lease. Tenant hereby acknowledges that such right to terminate shall be the sole remedy available in the event Landlord breaches this Lease and fails to cure as set forth in this provision.

30. LANDLORD'S LIEN AND ENFORCEMENT THROUGH SEIZURE. TENANT GRANTS LANDLORD A LIEN FOR UNPAID RENT THAT IS DUE, COVERING ALL NONEXEMPT PROPERTY OF TENANT THAT IS IN THE RESIDENCE. LANDLORD SHALL HAVE THE RIGHT TO SEIZE TENANT'S NONEXEMPT PERSONAL PROPERTY TO SECURE THE PAYMENT OF SUMS DUE UNDER THIS LEASE, IN THE MANNER PROVIDED BY LAW, AND IF LANDLORD SEIZES ANY SUCH PROPERTY, LANDLORD SHALL GIVE NOTICE TO TENANT, AND TENANT MAY OBTAIN THE RETURN OF THE PROPERTY, ALL AS PROVIDED IN SECTION 54.044 OF THE TEXAS PROPERTY CODE. LANDLORD IS ENTITLED TO COLLECT A CHARGE FOR PACKING, REMOVING AND STORING PROPERTY SO SEIZED, AND IF THE PROPERTY IS SOLD, LANDLORD MAY ALSO COLLECT A CHARGE FOR THE COSTS OF SELLING THE PROPERTY.

IF TENANT HAS NOT PAID ALL DELINQUENT RENT WITHIN SEVEN (7) DAYS OF RECEIVING THE NOTICE REQUIRED UNDER SECTION 54.044 OF THE TEXAS PROPERTY CODE, LANDLORD MAY GIVE TENANT NOTICE OF INTENT TO SELL THE PROPERTY IN THE MANNER PROVIDED IN TEXAS PROPERTY CODE SECTION 54.045, AND IF TENANT FAILS TO REDEEM THE PROPERTY PRIOR TO THE DATE AND TIME OF SALE BY PAYING ALL DELINQUENT RENTS, REASONABLE PACKING, MOVING, STORAGE AND SALE COSTS, LANDLORD MAY PROCEED TO SELL THE PROPERTY SO SEIZED, AND ACCOUNT FOR THE SALES PROCEEDS AS REQUIRED BY LAW. ANY PROCEEDS OF THE SALE REMAINING AFTER DEDUCTION OF LAWFUL COSTS AND OFFSETS ENUMERATED ABOVE SHALL BE RETURNED TO TENANT.

31. Tenant designates the following as the person to contact pursuant to Texas Property Code, Section 92.014 (a), in the event of Tenant's death, concerning the Premises:

Name of Designee _____

Address of Designee _____

_____,

_____ _____

Telephone number of designee (_____) _____-_____

and in the event of Tenant's death, Landlord is further authorized to:

a. grant Tenant's designee access to the Premises at a reasonable time and in the presence of Landlord or Landlord's agent;
b. allow Tenant's designee to remove any of Tenant's property found at the Premises; and
c. refund Tenant's security deposit, less lawful deductions, to the designee.

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32. REPRESENTATIONS. Tenant's statements and representations in this Lease are material representations relied upon by Landlord. If Tenant makes any misrepresentation in this Lease, Tenant shall be in default and breach of this Lease. Each party hereto states that he or she is of legal age to enter into this Lease. This provision shall survive termination of the Lease.

33. TENANTS' JOINT AND SEVERAL LIABILITY. All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this Lease or any extension of this Lease, or its termination shall be binding on all Tenants executing this Lease.

34. RECOVERY OF COSTS. In any action taken to enforce or interpret this Lease, the prevailing party will be entitled to recover all costs and expenses, including court costs and reasonable attorneys' fees.

35. ELECTION BY LANDLORD NOT EXCLUSIVE. The exercise by Landlord of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Landlord by this Lease agreement or by statute or law. The failure of Landlord in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Landlord shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Landlord of rent or any other payment or part of payment required to be made by the Tenant shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Landlord of any of the provisions of this Lease, or any of Landlord's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Landlord in writing.

36. VENUE AND GOVERNING LAW. Each party to this Lease hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Lease shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Lease is governed by the laws of the United States, this Lease shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

37. RELATIONSHIP OF THE PARTIES. In the performance of this Lease, each party shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. Neither party shall be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Tenant shall not be provided any form of compensation or any benefits that are provided to employees of Landlord, including, but not limited to health insurance, workers compensation insurance or any other remuneration that is provided to employees of Landlord.

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38. SEVERABILITY AND INTERPRETATION CONSISTENT WITH LAW. This Lease is intended to comply with all applicable Texas statutes relative to rental agreements. If any provision of this lease is deemed by a court of competent jurisdiction to violate a Texas statute, the violation is inadvertent. If a provision is found to be so violative, the provision shall be considered void and severed from the lease and the balance of the Lease shall remain in full force and effect. Nothing contained in this Lease shall be construed as exculpating the Landlord from liability for the Landlord's failure to perform or Landlord's negligent performance of a duty imposed by law. Also, nothing contained in this Lease shall be construed as releasing either party from a duty to mitigate or minimize the damages to the other party.

39. LANDLORD'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. Gary Wilson, Director of Facilities for Williamson County (or his successor, as designated by Landlord), shall serve as the Landlord's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the Tenant.

Landlord's lease administrator and property manager contact information is as follows:

Dale Butler (or successor)
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1609
Fax: (512) 930-3313
Email: facilities@wilco.org

For all requests for services or repairs which Landlord is obligated to provided and perform under this Lease, Tenant shall contact:

Williamson County Facilities
3101 S. E. Inner Loop
Georgetown, Texas 78626
Daytime Phone: (512) 943-1599
After Hours Phone: (512) 943-1389 or
(512) 943-1390
Fax: (512) 930-3313
Email: facilities@wilco.org

40. NOTICES. Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown below. Notice may

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also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

Landlord's Address: Dale Butler (or successor)
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1636
Fax: (512) 930-3313
Email: facilities@wilco.org

Tenant's Address: 104 Dana Drive
Hutto, Texas 78634

41. REPORTS OF ACCIDENTS. Within Twenty Four (24) hours after Tenant becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any person in, on or around the Premises, whether or not it results from or involves any action or failure to act by the Tenant, the Tenant shall send a written report of such accident or other event to the Landlord, setting forth a full and concise statement of the facts pertaining thereto. The Tenant shall also immediately send the Landlord a copy of any summons, subpoena, notice, or other documents served upon the Tenant or received by it in connection with any matter before any court arising in relation to any injury to the person or property of any person in, on or around the Premises.

42. TERMINATION FOR CONVENIENCE. Landlord may terminate this Lease, for convenience and without cause, upon Sixty (60) calendar day's written notice to Tenant. Provided that Tenant does not owe any amounts under this Lease and is not otherwise in default, Tenant may terminate this Lease, for convenience and without cause, upon Sixty (60) calendar day's written notice to Landlord. In the event of either parties' termination pursuant to this provision, all amounts that are due as of the date of termination shall be paid to Landlord. Furthermore, Landlord shall reimburse Tenant for the pro-rata portion of any prepaid rents for the unused unexpired portion of the month.

43. TIME OF ESSENCE. Time is expressly declared to be of the essence in this Lease.

44. BINDING OF HEIRS AND ASSIGNS. All provisions of this Lease shall extend to and bind not only the parties to this Lease, but to each and every one of the heirs, executors, representatives, successors and assigns of Landlord and Tenant.

45. NO THIRD-PARTY BENEFICIARIES. This Lease is for the sole and exclusive benefit of the Tenant and Landlord, and nothing in this Lease, express or implied, is intended to confer or shall be construed as conferring upon any other person or entity any rights, remedies or any other type or types of benefits.

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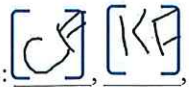
46. NO WAIVER OF IMMUNITIES. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Landlord, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Landlord does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

47. FORCE MAJEURE. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Lease. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

48. PRO-RATA PROPORTIONS. If this Lease should commence on a date other than the First (1st) day of a calendar year or terminate on a date other than the last day of the then current term of the Lease, percentage rental for such fractional part of the then current term of the Lease following the commencement date or preceding the termination date, as the case may be, shall be paid after deducting from the percentage rental all payments of minimum guaranteed rental for the fractional period, the percentage rental to be paid in monthly installments as provided in this Lease with respect to full term of the Lease.

49. EXECUTION IN COUNTERPARTS. This Lease may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

50. BINDING EFFECT. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Landlord and Tenant relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Landlord or Tenant unless in writing and signed by them and made a part of this Lease by direct reference.

Initialed for Identification by Tenants:  , _____, _____, _____ and Landlord _____, _____

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Signed, sealed and delivered this _____ ____, 2019.

LANDLORD:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.,
Williamson County Judge

Initialed for Identification by Tenants: [CJ] [KG], _____, _____ and Landlord _____, _____

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TENANT:

By: Authentisign 7/6/2020 3:46:17 PM EDT
Christopher Fetters

By: Authentisign 7/7/2020 12:20:15 AM EDT
Kathleen Anne Fetters

IMPORTANT LEGAL NOTICES

Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence or a military deployment or transfer.

If Tenant gives Landlord notice according to Tex. Prop. Code Ann. § 92.056 regarding a condition that materially affects the physical health or safety of an ordinary tenant, and Landlord fails to repair the condition within a reasonable time, Tenant is entitled to the following remedies:

(1) Terminate the lease;
(2) Have the condition repaired or remedied;
(3) Deduct from Tenant's rent, without necessity of judicial action, the cost of the repair or remedy; and
(4) Obtain judicial remedies according to Tex. Prop. Code Ann. § 92.0563.

Note that if Tenant chooses to terminate the lease, the following applies:

(1) Tenant is entitled to a pro rata refund of the rent from the later of the following: (a) date of termination of the lease; (b) date Tenant moves out;
(2) Tenant is entitled to deduct security deposit from his or her rent without the necessity of a lawsuit or to obtain a refund of the security deposit according to law; and
(3) Tenant is not entitled to repair and deduction remedies under Tex. Prop. Code Ann. §

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92.0561 of the Property Code or judicial remedies under Tex. Prop. Code Ann. § 92.0563(a)(1), (2).

Initialed for Identification by Tenants: [illegible], [illegible], _____, _____ and Landlord _____, _____

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SCHEDULE "A"

INVENTORY CHECKLIST CONDITION OF RENTAL PROPERTY

Tenant must complete this checklist, noting the condition of the rental property, and return it to the Landlord when Landlord delivers possession of the rental property.

	Beginning Condition	**Ending Condition**
Living Room		
Door (including locks)	_____	_____
Patio door	_____	_____
Screen door	_____	_____
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Plugs and switches	_____	_____
Dining Room		
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Lights and switches	_____	_____
Entry		
Door	_____	_____
Ceiling	_____	_____
Walls	_____	_____
Carpet/floor	_____	_____
Hallway		
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____

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Switches and plugs	_____	_____
Hall Closet		
Door	_____	_____
Ceiling	_____	_____
Shelves	_____	_____
Carpet/floor	_____	_____
Kitchen		
Vinyl	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Lights and switches	_____	_____
Stove/oven	_____	_____
Refrigerator	_____	_____
Disposal	_____	_____
Sink	_____	_____
Cabinets	_____	_____
Countertop	_____	_____
Bedroom #1		
Door	_____	_____
Windows	_____	_____
Screens	_____	_____
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Lights and switches	_____	_____
Closet	_____	_____
Bedroom #2		
Door	_____	_____

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Windows	_____	_____
Screens	_____	_____
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Lights and switches	_____	_____
Closet	_____	_____
Bedroom #3		
Door	_____	_____
Windows	_____	_____
Screens	_____	_____
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Lights and switches	_____	_____
Closet	_____	_____
Bathroom		
Door	_____	_____
Vinyl	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Sink	_____	_____
Tub and shower	_____	_____
Toilet	_____	_____
Cabinet and shelves	_____	_____
Closet	_____	_____
Towel bars	_____	_____
Lights and switches	_____	_____

Authentisign ID: 6A53F175-6A23-448C-A924-398B0D56781A

Basement		
Door	_____	_____
Furnace	_____	_____
General area	_____	_____
Stairway	_____	_____
Lights and switches	_____	_____

The above is a complete inventory checklist of the condition of the rental property located at *104 Dana Drive, Hutto, Texas 78634.*

Beginning Condition Inventory Checklist made on _____ _____, 20_____.

Ending Condition Inventory Checklist made on _____ _____, 20_____.

_____ _____

Landlord's Lease Administrator Tenant

Commissioners Court - Regular Session **111.**

Meeting Date: 07/21/2020

Hilltop Ranchettes Easement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Roadway Easement with Hilltop Ranchettes, LLC., Jeremy D. Johnson and Brandi L. Johnson regarding CR 451.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 451 Roadway Easements

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 09:32 AM

Form Started By: Charlie Crossfield Started On: 07/16/2020 09:11 AM

Final Approval Date: 07/16/2020

ROADWAY EASEMENT

THE STATE OF TEXAS '
' KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON '

That HILLTOP RANCHETTES, LLC, and its successors and assigns, and JEREMY D. JOHNSON and spouse, BRANDI L. JOHNSON, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of Ten and No/100 ($10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD, DONATED and CONVEYED, and by these premises does hereby GRANT, SELL, DONATE and CONVEY unto Grantee a perpetual roadway easement interest in, on, over, upon, above and across the following described property:

> Being a 1.677 acre strip of land lying in and being situated out of the R.E. BOOTH SURVEY, Abstract 102 in Williamson County, Texas and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing, operating, repairing and maintaining a public roadway and any related facilities, along with any associated grading, clearing, relocation of utilities and placement of supporting structures which may be necessary to facilitate the proper drainage and function of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs for the purposes granted herein which the County deems necessary.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees upon the easement area in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said roadway and related facilities as described herein.

Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under GRANTOR but not otherwise.

Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the 18 day of June, 2020.

GRANTOR:

HILLTOP RANCHETTES, LLC,
a Texas limited liability company

By: BOYD DEVELOPMENT, INC. a Texas corporation
Its: Manager

By: _____
Benjamin K. Williams
Authorized Agent

ACKNOWLEDGMENT

THE STATE OF TEXAS '
'
COUNTY OF Williamson '

This instrument was acknowledged before me on this the 18 day of the month of June, 2020, by BENJAMIN K. WILLIAMS, Authorized Agent for BOYD DEVELOPMENT, INC., a Texas corporation, in its capacity as Manager of HILLTOP RANCHETTES, LLC, a Texas limited liability company, on behalf of said entities.

MEAGAN E. HURLEY
Notary Public, State of Texas
Comm. Expires 03-09-2024
Notary ID 130573388

_____
Notary Public, State of Texas

GRANTOR:

Jeremy D. Johnson

Brandi L. Johnson

ACKNOWLEDGMENT

THE STATE OF TEXAS '

'

COUNTY OF Williamson '

This instrument was acknowledged before me on this the 18th day of the month of June, 2020, by JEREMY D. JOHNSON.

SUSANNA M. ROBERTSON
My Notary ID # 11373845
Expires July 20, 2023

Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS '

'

COUNTY OF Williamson '

This instrument was acknowledged before me on this the 18th day of the month of June, 2020, by BRANDI L. JOHNSON.

SUSANNA M. ROBERTSON
My Notary ID # 11373845
Expires July 20, 2023

Notary Public, State of Texas

Roadway Easement described in Exhibit "A" is accepted by Williamson County:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main St, Ste. 101
Georgetown, Texas 78626

Date:_____

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas

GRANTEE'S MAILING ADDRESS:

Williamson County
c/o County Judge William Gravell
710 Main Street
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Sheets & Crossfield, P.C.
309 East Main St.
Round Rock, Texas 78664

JAMES E. GARON
& ASSOCIATES, INC.
LAND SURVEYORS &
CIVIL ENGINEERS

185 McAllister Road
Bastrop, Texas 78602
512-303-4185
Firm #10058400 & F-20386
jgaron@austin.rr.com

EXHIBIT "A"

June 10, 2020

CR 451 ROADWAY EASEMENT

LEGAL DESCRIPTION: BEING A 1.677 ACRE STRIP OF LAND LYING IN AND BEING SITUATED OUT OF THE R.E. BOOTH SURVEY, ABSTRACT 102 IN WILLIAMSON COUNTY, TEXAS, ALSO BEING A PORTION OF BLOCK 18, ROBBIN'S PASTURE AS RECORDED BY PLAT IN VOLUME 77, PAGE 617 DEED RECORDS, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 99.782 ACRE TRACT OF LAND CONVEYED TO HILLTOP RANCHETTES, LLC BY INSTRUMENT #2020044388, A PORTION OF THAT CERTAIN 0.326 ACRE TRACT OF LAND CONVEYED TO HILLTOP RANCHETTES, LLC BY INSTRUMENT #2020059589 AND A PORTION OF THAT CERTAIN 10.010 ACRE TRACT OF LAND CONVEYED TO JEREMY D. JOHNSON AND BRANDI L. JOHNSON BY INSTRUMENT #2020057834 OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 1.677 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN APRIL, 2020 & MAY, 2020:

BEGINNING at a point in CR 451 for the northeasterly corner of said Hilltop Ranchettes, LLC 99.782 acre tract and the northeast corner hereof;

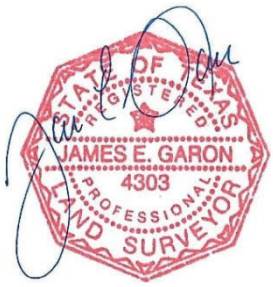
THENCE S 21°03'10" E a distance of 50.49 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set in the southerly margin of CR 451 and in the easterly line of said Hilltop Ranchettes, LLC 99.782 acre tract for the southeasterly corner hereof;

THENCE S 68°55'38" W a distance of 1555.15 feet along said line of CR 451, lying 30' south of and parallel to the existing center line of CR 451, to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set in the westerly line of said Hilltop Ranchettes, LLC 0.326 acre tract for the southwesterly corner hereof;

THENCE N 23°00'53" W a distance of 43.44 feet to a point in CR 451 for the northwesterly corner hereof and said Hilltop Ranchettes, LLC 0.326 acre tract;

THENCE N 68°40'00" E a distance of 1556.66 feet to the **POINT OF BEGINNING,** containing 1.677 acres of land, more or less and as shown on map of survey prepared herewith.

Surveyed by:



James E. Garon
Registered Professional Land Surveyor
co\Williamson\Survey\RE Booth A-102\Wilco Rd Esmt legal

Commissioners Court - Regular Session **112.**

Meeting Date: 07/21/2020

CR 450 Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Letter Agreement with Frankie and Judy B. Limmer regarding right of way needed on CR 450. Funding Source: Road & Bridge

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Limmer Letter Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 09:33 AM

Form Started By: Charlie Crossfield Started On: 07/16/2020 09:25 AM

Final Approval Date: 07/16/2020

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

lisad@scrrlaw.com

June 24, 2020

Via e-mail jlimmer@aol.com
Frankie and Judy B. Limmer
12506 FM 1660
Taylor, Texas 76574

Re: Williamson County—CR 450 r.o.w.

Dear Mr.& Mrs. Limmer:

Please allow this letter to set out my understanding regarding your agreement for Williamson County's ("County") fee simple purchase of a portion of your ("Owner") property required as additional right of way for the future expansion of CR 450 ("Project"), as you have negotiated with the Road & Bridge department.

The parties hereby agree as follows:

In return for granting the County fee simple title by Deed in and to a 1.09 acre parcel of property (the "Property"), the location of which is more particularly described by metes and bounds on Exhibit "A" attached hereto, for the acquisition of any improvements existing on the Property, and for the cost of reconstruction of any fencing along the new property boundary line, the County will pay Owner the cash sum of **$8,553.60**.

The form of the Deed granted to County will be as shown in Exhibit "B" attached hereto.

The Closing and completion of this transaction shall take place through Independence Title Company ("Title Company") within 30 days after full execution of this Agreement, or at other location, date and time agreed to between the parties. County shall be responsible for all fees and costs associated with Closing, except that each party shall be responsible for any attorney's fees they incur. If requested, Owner shall assist County and Title Company with any curative measures or mortgage lien partial release, consent or subordination required as a condition of the Closing.

General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of

taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance, shall be paid by County.

If this meets with your understanding please have this letter approved and executed where indicated and return it to me, and we will in turn then have this approved and signed by the County and process this for payment as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Lisa Dworaczyk

Lisa Dworaczyk
Sheets & Crossfield, PLLC

AGREED:

Frankie Limmer

Frankie Limmer, Co-Trustee of the Carey Limmer Gambrell GST Trust dated October 30, 2018

Date: 7/8/2020

Judy B. Limmer

Judy B. Limmer, Co-Trustee of the Carey Limmer Gambrell GST Trust dated October 30, 2018

Date: 7/8/2020

AGREED

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Date:_____

EXHIBIT "A" (R.O.W. FIELD NOTES) FOLLOWS THIS PAGE

WALKER
TEXAS SURVEYORS

P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361 Phone
TBPLS Firm Number 10103800

PERIMETER DESCRIPTION OF A 1.09 ACRE TRACT OF LAND, OUT OF THE HAMILTON WHITE SURVEY, ABSTRACT NUMBER 647, WILLIAMSON COUNTY TEXAS, AND BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED AS 162.30 ACRES IN A WARRANTY DEED TO FRANKIE LIMMER AND JUDY B. LIMMER, CO-TRUSTEES OF THE CAREY LIMMER GAMBRELL GST TRUST DATED OCTOBER 30, 2018, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with yellow cap inscribed "RPLS 5345" found in the east margin of County Road 450, for the called northwest corner of said 162.30 acre Limmer tract, for the northwest corner of this tract, and being on or near the southwest corner of that certain tract described as 95.74 acres in a Executor's Deed to Doneldia S. Seggern dated October 1, 1998 and recorded under Document Number 9859977 of the Official Records of Williamson County, Texas;

THENCE: N 68°29'24" E 30.59 feet with the north line of said 162.30 acre Limmer tract to a 3 inch steel fence corner post found in concrete for the northeast corner of this tract; for reference a 1/2 inch iron rod with yellow cap inscribed "RPLS 5345" found for the northeast corner of said 162.30 acre Limmer tract bears N 68°29'24" E 2068.51 feet;

THENCE: into and across said 162.30 acre Limmer tract, along or near a new fence, with the following two (2) courses:

1. S 21°17'16" E 1447.69 feet to a 3 inch steel fence corner post found in concrete,

2. S 16°46'26' E 263.03 feet to a 3 inch steel fence corner post found in concrete and being in the west line of said 162.30 acre Limmer tract, and in the east margin of County Road 450; for reference a 1/2 inch iron rod found for the most northerly corner of that certain tract described as 1.52 acres in a Warranty Deed to the County Judge of Williamson County, Texas dated February 6, 1987 and recorded in Volume 1484, Page 771 of said official records bears S 23°11'40" E 187.98 feet;

THENCE: with the west line of said 162.30 acre Limmer tract and with the east margin of County Road 450 with the following two (2) courses:

1. N 23°11'40" W 264.84 feet to a 1/2 inch iron rod with yellow cap inscribed "RPLS 5345" found,

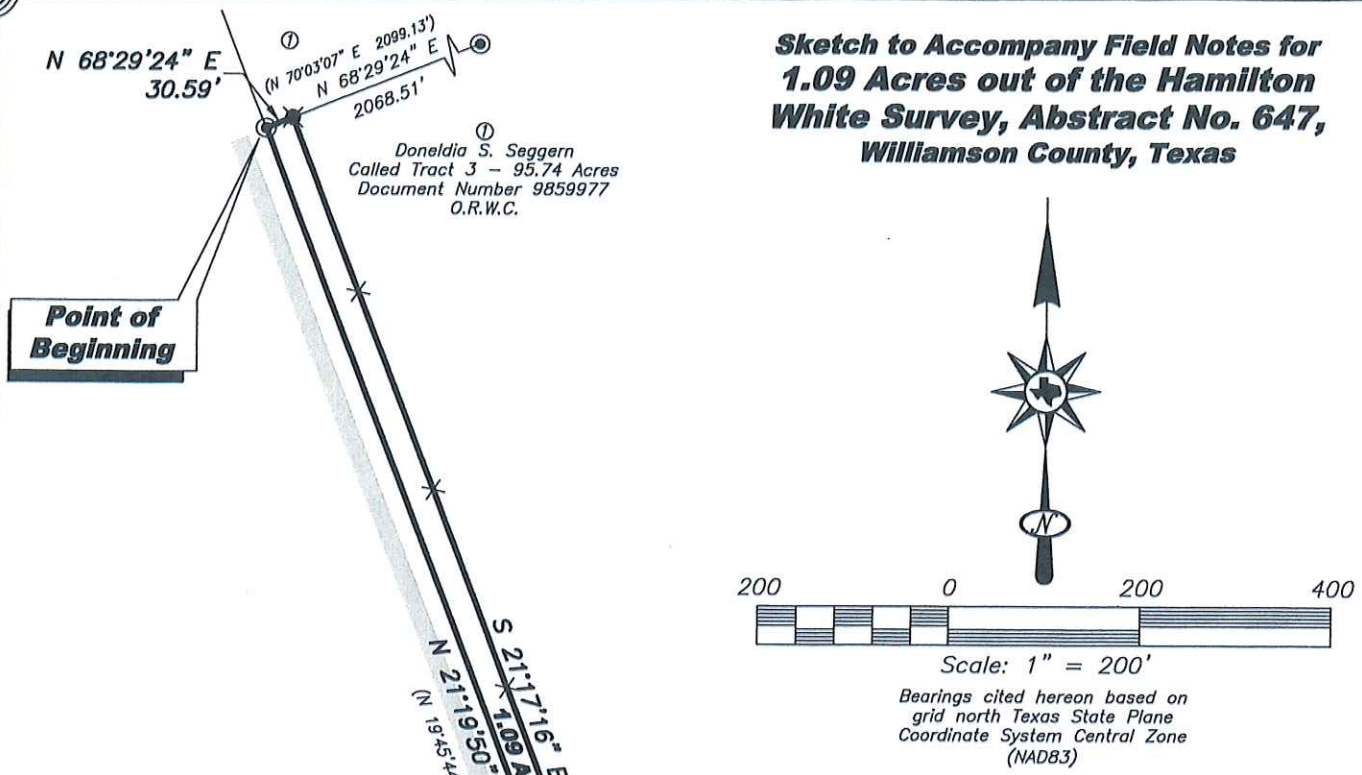
2. N 21°19'50" W 1445.09 feet to the Point of Beginning.

Bearings cited hereon based on grid north Texas State Plane Coordinate System Central Zone (NAD83). This perimeter description is a part of and accompanies a sketch of this survey. Surveyed under the direction and supervision of the undersigned:

Brett A. Butts
R.P.L.S. Number 6254

Date of Field Survey: January 13, 2020

Sketch to Accompany Field Notes for 1.09 Acres out of the Hamilton White Survey, Abstract No. 647, Williamson County, Texas



Frankie Limmer and Judy B. Limmer,
Co-Trustees of the Carey Limmer
Gambrell GST Trust
Called 162.30 Acres
Document Number 2018102426
O.P.R.W.C.

Sheet 2 of 2
(perimeter description attached)

●	1/2 inch iron rod found
◉	1/2 inch iron rod with cap found "RPLS 5345"
✕	3" steel fence corner post in concrete
–X–	wire fence
D.R.W.C.	Deed Records Williamson County
O.P.R.W.C.	Official Public Records Williamson County
O.R.W.C.	Official Records Williamson County
(XXXXX)	Denotes record data per Doc. No. 2018102426, O.P.R.W.C.

S 16°46'26" E
263.03'

N 23°11'40" W
264.84'

(N 21°39'01" W 453.10')

S 23°11'40" E
187.98'

County Judge
Williamson County, Texas
Called 1.52 Acres
Volume 1484, Page 7711
D.R.W.C.

WILLIAMSON COUNTY
1848

WALKER
TEXAS SURVEYORS
P.O. Box 324
Cedar Park, Texas 78630-0324
Phone (512) 259-3361
TBPLS Firm #10103800

STATE OF TEXAS
REGISTERED
BRETT A. BUTTS
6254
PROFESSIONAL
LAND SURVEYOR

JANUARY 13, 2020

EXHIBIT "B" (DEED FORM) FOLLOWS THIS PAGE

DEED
CR 450 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **FRANKIE LIMMER AND JUDY B. LIMMER, CO-TRUSTEES OF THE CAREY LIMMER GAMBRELL GST TRUST**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 1.09 acre tract of land situated in the Hamilton White Survey, Abstract No.647, in Williamson County, Texas; said tract of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein;

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 450.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2020.

[signature page follows]

GRANTOR:

Frankie Limmer, Co-Trustee of the Carey Limmer Gambrell GST Trust

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 7 day of July, 2020 by Frankie Limmer, in the capacity and for the purposes and consideration recited therein.

KRISTINA MALISH
Notary ID #126021090
My Commission Expires
March 14, 2023

Notary Public, State of Texas

GRANTOR:

Judy B. Limmer

Judy B. Limmer, Co-Trustee of the Carey Limmer Gambrell GST Trust

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 7 day of July, 2020 by Judy B. Limmer, in the capacity and for the purposes and consideration recited therein.

KRISTINA MALISH
Notary ID #126021090
My Commission Expires
March 14, 2023

Kristina M Malish

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT "A"

WTS Job#075053

1.09 Acres

WALKER
TEXAS SURVEYORS

P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361 Phone
TBPLS Firm Number 10103800

PERIMETER DESCRIPTION OF A 1.09 ACRE TRACT OF LAND, OUT OF THE HAMILTON WHITE SURVEY, ABSTRACT NUMBER 647, WILLIAMSON COUNTY TEXAS, AND BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED AS 162.30 ACRES IN A WARRANTY DEED TO FRANKIE LIMMER AND JUDY B. LIMMER, CO-TRUSTEES OF THE CAREY LIMMER GAMBRELL GST TRUST DATED OCTOBER 30, 2018, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with yellow cap inscribed "RPLS 5345" found in the east margin of County Road 450, for the called northwest corner of said 162.30 acre Limmer tract, for the northwest corner of this tract, and being on or near the southwest corner of that certain tract described as 95.74 acres in a Executor's Deed to Doneldia S. Seggern dated October 1, 1998 and recorded under Document Number 9859977 of the Official Records of Williamson County, Texas;

THENCE: N 68°29'24" E 30.59 feet with the north line of said 162.30 acre Limmer tract to a 3 inch steel fence corner post found in concrete for the northeast corner of this tract; for reference a 1/2 inch iron rod with yellow cap inscribed "RPLS 5345" found for the northeast corner of said 162.30 acre Limmer tract bears N 68°29'24" E 2068.51 feet;

THENCE: into and across said 162.30 acre Limmer tract, along or near a new fence, with the following two (2) courses:

1. S 21°17'16" E 1447.69 feet to a 3 inch steel fence corner post found in concrete,

2. S 16°46'26' E 263.03 feet to a 3 inch steel fence corner post found in concrete and being in the west line of said 162.30 acre Limmer tract, and in the east margin of County Road 450; for reference a 1/2 inch iron rod found for the most northerly corner of that certain tract described as 1.52 acres in a Warranty Deed to the County Judge of Williamson County, Texas dated February 6, 1987 and recorded in Volume 1484, Page 771 of said official records bears S 23°11'40" E 187.98 feet;

THENCE: with the west line of said 162.30 acre Limmer tract and with the east margin of County Road 450 with the following two (2) courses:

1. N 23°11'40" W 264.84 feet to a 1/2 inch iron rod with yellow cap inscribed "RPLS 5345" found,

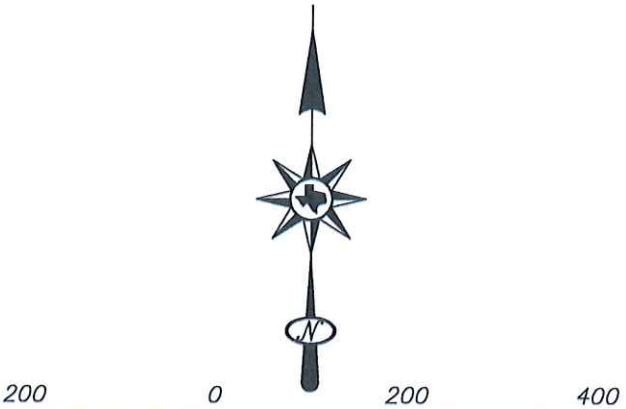
2. N 21°19'50" W 1445.09 feet to the Point of Beginning.

Bearings cited hereon based on grid north Texas State Plane Coordinate System Central Zone (NAD83). This perimeter description is a part of and accompanies a sketch of this survey. Surveyed under the direction and supervision of the undersigned:

Brett A. Butts
R.P.L.S. Number 6254

Date of Field Survey: January 13, 2020

Sketch to Accompany Field Notes for 1.09 Acres out of the Hamilton White Survey, Abstract No. 647, Williamson County, Texas



Scale: 1" = 200'

Bearings cited hereon based on grid north Texas State Plane Coordinate System Central Zone (NAD83)

N 68°29'24" E
30.59'

① (N 70°03'07" E 2099.13')
N 68°29'24" E
2068.51'

① Doneldia S. Seggern
Called Tract 3 – 95.74 Acres
Document Number 9859977
O.R.W.C.

Point of Beginning

S 21°17'16" E 1447.69'
1.09 ACRES
N 21°19'50" W 1445.09'
(N 19°45'44" W 1444.79')

County Road 450

Frankie Limmer and Judy B. Limmer,
Co-Trustees of the Carey Limmer
Gambrell GST Trust
Called 162.30 Acres
Document Number 2018102426
O.P.R.W.C.

Sheet 2 of 2
(perimeter description attached)

●	1/2 inch iron rod found
◉	1/2 inch iron rod with cap found "RPLS 5345"
✖	3" steel fence corner post in concrete
–X–	wire fence
D.R.W.C.	Deed Records Williamson County
O.P.R.W.C.	Official Public Records Williamson County
O.R.W.C.	Official Records Williamson County
(XXXXX)	Denotes record data per Doc. No. 2018102426, O.P.R.W.C.

S 16°46'26" E
263.03'

N 23°11'40" W
264.84'

(N 21°39'01" W
S 23°11'40" E
453.10')

187.98'

County Judge
Williamson County, Texas
Called 1.52 Acres
Volume 1484, Page 7711
D.R.W.C.

STATE OF TEXAS
REGISTERED
BRETT A. BUTTS
6254
PROFESSIONAL
LAND SURVEYOR

JANUARY 13, 2020

WILLIAMSON COUNTY
1848

WALKER
TEXAS SURVEYORS
P.O. Box 324
Cedar Park, Texas 78630-0324
Phone (512) 259-3361
TBPLS Firm #10103800

Commissioners Court - Regular Session **113.**

Meeting Date: 07/21/2020

CR 366 Quitclaim

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to authorize the County Judge to execute a quitclaim deed releasing 2.21 acres of abandoned CR 366 spur.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 366 Quitclaim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 09:33 AM

Form Started By: Charlie Crossfield Started On: 07/16/2020 09:29 AM

Final Approval Date: 07/16/2020

QUITCLAIM RELEASE OF EASEMENT

Date: _____, 2020_

Releasor/Easement Owner: WILLIAMSON COUNTY, TEXAS

Releasor's Mailing Address (including county):

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

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration.

Property (with any improvements):

An easement for public roadway purposes in, over, across and upon that portion of property as described and shown in Exhibit "A" attached hereto and made a part hereof for all purposes.

For valuable consideration, the receipt of which is hereby acknowledged, Releasor/Easement Williamson County does abandon, release, discharge, and quitclaim all of its right, title, and interest in and to the Property forever. Neither Releasor/Easement Owner nor its successors or assigns shall have, claim, or demand any right or title in and to the Property or any part of it whatsoever.

This Quitclaim is made subject to the continued rights of existing utilities, if any, as provided by law, and any required adjustment will be at no cost to the Releasor. In addition, this Quitclaim is subject to all matters of public record and to all easements, leases, agreements or licenses, or other interests which affect the Property, and to any matter which would be disclosed by title examination, survey, investigation or inquiry, including but not limited to the rights of parties in possession.

This Quitclaim Release of Easement is given specifically and to release the public roadway easement across the property shown on Exhibit "A" held by Williamson County for the benefit of the traveling public.

When the context requires, singular nouns and pronouns include the plural.

[signature page follows]

EXECUTED on this the _____ day of _____, 2020.

RELEASOR/EASEMENT OWNER:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

Acknowledgment

STATE OF TEXAS	§
	§
COUNTY OF WILLIAMSON	§

This instrument was acknowledged before me on this the _____ day of _____, 2020 by Bill Gravell, Jr, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

After recording return to:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

FOREST SURVEYING AND MAPPING CO.
1002 Ash St.
Georgetown, Tx. 78626

DESCRIPTION FOR WILLIAMSON COUNTY, TEXAS – DANNY DOERING

BEING 2.21 acres of the William Ashworth Survey, Abstract No. 24, in Williamson County, Texas. This property is a part of an old roadway that was formerly known as the Old Georgetown Road according to the subdivision plats that are filed in Cabinet J, Slide 129 (Rowe Valley Estates Section One); and in Cabinet I, Slide 310 (The Resubdivision of Lot 1 and Lot 2 of Rowe Valley Estates, Section One). This property is a part of County Road 366 according to the plat that was filed in Cabinet J, Sl. 7 (Rowe Valley Heights); and part of County Road 366 Spur according to the area tax map. This section of old roadway has been in possession of Williamson County long-term as evidenced by the documents that are cited and as evidenced on the ground by roadway improvements that are evident on the ground as noted on the survey drawing prepared this date. This tract was surveyed on the ground in April of 2019, under the supervision of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone, NAD83 (4203).

BEGINNING at an iron pin (steel pin) which was found in the North line of the Old Georgetown Road, at the Northwest corner of this parcel and at the most Southerly West corner of the property conveyed to the Doering Irrevocable Trust (called 26.24 ac. Tract 1 as set out in Doc. 9853194).

THENCE with the North line of the Old Georgetown Road (also known as County Road 366 Spur according to an area tax map), along or near the general line of an existing fence, S 85º56'42" E 370.83 feet to an iron pin that was found; departing the fence (L2) S 80º56'23" E 54.75 feet to an iron pin that was found; (L3) N 67º22'38" E 31.52 feet to a steel cotton spindle that was set at the Northwest corner of a tract called 204.75 ac. as set out in Doc. 2003006771 (Tract 2 Parcel 15, less exceptions); and (L4) S 23º16'57" E 22.18 feet to a capped ½ inch iron pin that was set.

THENCE continuing with the West line of the said 204.75 acres and the East line of the Old Georgetown Road, along or near the general line of an existing fence, S 21º23'31" E 384.87 feet to an iron pin that was found at the Northwest corner of Lot 1, Block B of Rowe Valley Heights (according to the Plat filed in Cabinet J, Slide 7); continuing along or near the general line of an existing fence with the West line of Rowe Valley Heights, and the East line of the Old Georgetown Road (a.k.a. County Road 366 and County Road 366 Spur); S 21º32'21" E 551.53 feet to a capped ½ inch iron pin that was set for the Southeast corner of this parcel.

THENCE crossing the Old Georgetown Road (a.k.a. County Road 366 and County Road 366 Spur), (L5) S 68º27'39" W 67.45 feet to a capped ½ inch iron pin that was set in the East line of the tract called 3.9806 ac. as described in the deed to C.L. Chance, County Judge according to the deed that is filed in Vol. 856, Pg. 469, (currently part of the roadway that is known as County Road 366).

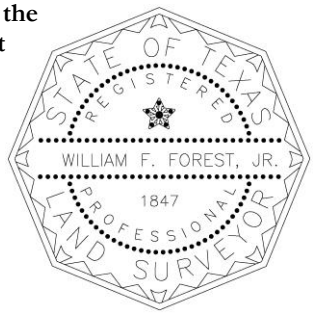
THENCE with the curved East line of County Road 366 (C1) with the arc of a curve to the left having a radius of 1095.92 feet and a central angle of 01º31'56", 29.31 feet with the arc of the curve, the chord bears N 43º 59'41" W 29.31 feet to a capped ½ inch iron pin that was set in the East boundary of the property that was conveyed to the Doering Irrevocable Trust (called Tract 1, Parcel 10, 9.057 ac. as set out in Doc. 2003096771).

THENCE continuing with the East boundary of the property of the Doering Irrevocable Trust, and the West line of the Old Georgetown Road, N 21º03'29" W 658.44 feet to a capped iron pin that was set; and N 23º11' 21" W 233.57 feet to an iron pin that was found.

THENCE with the North line of the property of the Doering Irrevocable Trust, and the South line of the Old Georgetown Road, N 85º08'32" W 399.11 feet to a capped iron pin that was set.

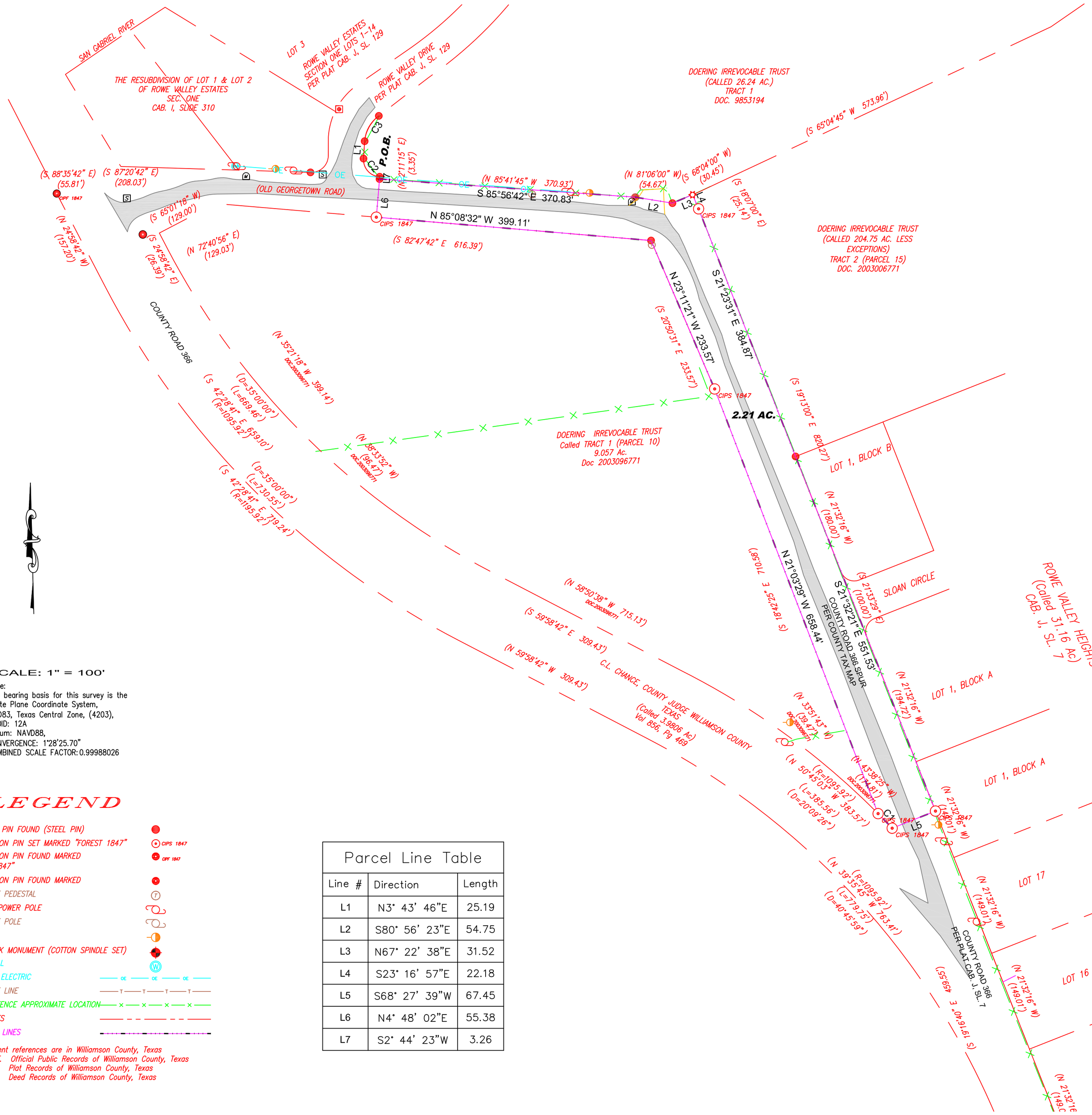
THENCE crossing the Old Georgetown Road, (L6) N 04º48'02" E 55.38 feet to the POINT OF BEGINNING.

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is correct to the best of my knowledge and belief. This property abuts a public roadway, except as shown on the attached survey drawing. Ownership and easement information for this tract has not been researched except as shown on the attached plat. TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 23rd day of April of 2019, A.D.
file: doering road closure.doc



WM.F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847

SURVEY FOR WILLIAMSON COUNTY, TEXAS & DANNY DOERING
2.21 AC.
PART OF THE OLD GEORGETOWN ROAD
PER PLAT CAB. J, SL. 129 & PER PLAT CAB. I, SL. 310
PART OF COUNTY ROAD 366 PER PLAT CAB. J, SL. 7
NOW CALLED COUNTY ROAD 366 SPUR
PER TAX MAP
IN POSSESSION OF WILLIAMSON COUNTY
AS EVIDENCED ON THE GROUND
SITUATED IN THE
WILLIAM ASHWORTH SURVEY A-24
IN WILLIAMSON COUNTY, TEXAS



SCALE: 1" = 100'

Note:
The bearing basis for this survey is the State Plane Coordinate System, NAD83, Texas Central Zone, (4203), GEOID: 12A
Datum: NAVD88,
CONVERGENCE: 1°28'25.70"
COMBINED SCALE FACTOR: 0.99988026

LEGEND

- 1/2" IRON PIN FOUND (STEEL PIN)
- CAPPED IRON PIN SET MARKED "FOREST 1847" — CIPS 1847
- CAPPED IRON PIN FOUND MARKED "FOREST 1847" — CIPF 1847
- CAPPED IRON PIN FOUND MARKED
- TELEPHONE PEDESTAL
- ELECTRIC POWER POLE
- TELEPHONE POLE
- GUY WIRE
- BENCHMARK MONUMENT (COTTON SPINDLE SET)
- WATER WELL
- OVERHEAD ELECTRIC — OE
- TELEPHONE LINE — T
- EXISTING FENCE APPROXIMATE LOCATION — x
- TRACT LINES
- BOUNDARY LINES

All document references are in Williamson County, Texas
O.P.R.W.C.T. Official Public Records of Williamson County, Texas
P.R.W.C.T. Plat Records of Williamson County, Texas
D.R.W.C.T. Deed Records of Williamson County, Texas

Parcel Line Table		
Line #	Direction	Length
L1	N3° 43' 46"E	25.19
L2	S80° 56' 23"E	54.75
L3	N67° 22' 38"E	31.52
L4	S23° 16' 57"E	22.18
L5	S68° 27' 39"W	67.45
L6	N4° 48' 02"E	55.38
L7	S2° 44' 23"W	3.26

Curve Table						
Curve #	Delta	Radius	Length	Tangent	Chord Direction	Chord Length
C1	1°31'56"	1095.92	29.31	14.66	N43° 59' 41"W	29.31
C2	89°30'57"	25.00	39.06	24.79	S41° 30' 38"E	35.21
C3	51°05'57"	48.64	43.38	23.25	S29° 13' 40"W	41.96

STANDARD SURVEY NOTE:
THIS SURVEY HAS BEEN COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACTED TITLE. A CURRENT TITLE COMMITMENT HAS NOT BEEN PROVIDED TO IDENTIFY ADDITIONAL RECORD EASEMENTS WHICH MAY BE APPLICABLE. RESTRICTIVE COVENANTS AND OTHER MATTERS HAVE NOT BEEN RESEARCHED AS A PART OF THIS SURVEY. SEE APPLICABLE RESTRICTIVE COVENANTS AND LOCAL CODES FOR APPLICABLE DEVELOPMENT LIMITATIONS. NOTHING IN THIS SURVEY IS INTENDED TO EXPRESS AN OPINION REGARDING OWNERSHIP OR TITLE.

NOTICE: THIS MAP COPYRIGHT 2019 BY FOREST SURVEYING & MAPPING CO.
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I, THE UNDERSIGNED HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, UNDER MY SUPERVISION. THIS PLAT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND IDENTIFIES ANY EVIDENCE OF BOUNDARY LINE CONFLICTS, SHORTAGES IN AREA, PROTRUSIONS, INTRUSIONS, AND OVERLAPPING OF SIGNIFICANT IMPROVEMENTS. THIS PROPERTY ABUTS A PUBLIC ROADWAY, EXCEPT AS SHOWN HEREON.

Survey Date April 23, 2019

William F. Forest, Jr. R.P.L.S. 1847

STATE OF TEXAS · REGISTERED · WILLIAM F. FOREST, JR. · 1847 · PROFESSIONAL LAND SURVEYOR

Forest Surveying & Mapping Company
1002 Ash St. Georgetown, Texas
phone: 512-930-5927
www.forestsurveying.com
TBPLS FIRM NO.10002000

Drawing Date: APRIL 26, 2019
Field Book/Page: 143/33
DOERINGSPUR 143-33.JOB
Project & Dwg: DOERING 366 SPUR
LO: 366 SPUR
Sheet One of One

Commissioners Court - Regular Session **114.**

Meeting Date: 07/21/2020

Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (71.951 acres) required for the construction of Corridor C, and take appropriate action. (J.A. DAVIDSON HOLDINGS, L.P., a Texas limited partnership, PAMELA G. MARTIN, DENNIS L. DAVIDSON AND JAMES A. DAVIDSON, JR., as their interests may appear).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Davidson Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 11:25 AM

Form Started By: Charlie Crossfield Started On: 07/16/2020 11:20 AM

Final Approval Date: 07/16/2020

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 41.194 acres (Parcel 11 Part 1), 29.534 acres (Parcel 11 Part 2) and 1.223 acres (Parcel 11 Part 3) described by metes and bounds in Exhibit "A, Exhibit " B" and Exhibit "C" owned by **J.A. DAVIDSON HOLDINGS, L.P., a Texas limited partnership, PAMELA G. MARTIN, DENNIS L. DAVIDSON AND JAMES A. DAVIDSON, JR., as their interests may appear,** for the purpose of constructing, reconstructing, maintaining, and operating Corridor C roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2020.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 11, PART 1

DESCRIPTION OF A 41.194 ACRE (1,794,404 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 83.23 ACRE TRACT 4, A PORTION OF THAT CALLED 89.1 ACRE TRACT 5 (DESCRIBED IN VOLUME 401, PAGE 221 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS) AND A PORTION OF THE REMAINDER OF THAT CALLED 92.0 ACRE TRACT 6 OF LAND (DESCRIBED IN VOLUME 401, PAGE 225 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS), CITED IN WARRANTY DEED TO J. A. DAVIDSON HOLDINGS, L.P. (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001027783 AND ALSO CITED IN EXECUTOR'S DISTRIBUTION DEED TO PAMELA G. MARTIN, DENNIS L. DAVIDSON AND JAMES A. DAVIDSON JR (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001072772 BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 41.194 ACRE (1,794,404 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" ID pipe found, being in the easterly boundary line of said Tract 4, same being the northwesterly corner of said Tract 5, also being the southwesterly corner of said remainder of Tract 6;

THENCE, departing said remainder of Tract 6, with the common boundary line of said Tract 4 and said Tract 5, S 34°08'29" E at a distance of 944.28 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10202470.14, E=3157629.29 TxSPC Zone 4203) set 213.00 feet left of proposed Corridor C baseline station 192+40.15 in the proposed northwesterly Right-of-Way (ROW) line of Corridor C (ROW width varies), for the **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said Tract 4, through the interior of said Tract 5 and said remainder of Tract 6, with said proposed northwesterly ROW line, the following eight (8) courses:

1) **N 46°39'53" E** for a distance of **287.37** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet left of proposed Corridor C baseline station 195+27.52, for an ell corner;

2) **S 43°20'07" E** for a distance of **10.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 203.00 feet left of proposed Corridor C baseline station 195+27.52, for an ell corner;

3) **N 46°39'53" E** for a distance of **486.89** feet to an iron rod with aluminum cap stamped "ROW 4933" set 203.00 feet left of proposed Corridor C baseline station 200+14.41, for the beginning of a curve to the left;

4) Along said curve to the left, having a delta angle of **01°24'32",** a radius of **4540.00** feet, an arc length of **111.64** feet and a chord which bears **N 45°57'37" E** for a distance of **111.63** feet to an iron rod with aluminum cap stamped "ROW 4933" set 204.23 feet left of proposed Corridor C baseline station 201+27.63, for a point of non-tangency;

5) **N 44°44'39" W** for a distance of **30.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 234.22 feet left of proposed Corridor C baseline station 201+27.10, for the beginning of a non-tangent curve to the left;

6) Along said curve to the left, having a delta angle of **24°14'38",** a radius of **4510.00** feet, an arc length of **1908.35** feet and a chord which bears **N 33°08'02" E** for a distance of **1894.14** feet to an iron rod with aluminum cap stamped "ROW 4933" set 287.08 feet left of proposed Corridor C baseline station 221+38.20, for a point of compound curvature;

7) Along said curve to the left, having a delta angle of **07°33'34",** a radius of **1906.00** feet, an arc length of **251.47** feet and a chord which bears **N 15°14'14" E** for a distance of **251.29** feet to an iron rod with aluminum cap stamped "ROW 4933" set 315.18 feet left of proposed Corridor C baseline station 224+03.95, for a point of non-tangency;

8) **N 70°31'29" W** for a distance of **166.51** feet to an iron rod with aluminum cap stamped "ROW 4933" set 481.68 feet left of proposed Corridor C baseline station 224+01.83, for a point in the fenced existing ostensible southerly ROW line of County Road (C.R.) 106;

THENCE, with the fenced ostensible southerly and westerly existing ROW line of said C.R. 106, same being the north and easterly boundary lines of said Tracts 6 and 5 the following five (5) courses:

9) **N 76°06'06" E** for a distance of **301.04** feet to an angle point;

10) **N 75°59'17" E** for a distance of **184.07** feet to the northeasterly corner of the herein described tract;

11) **S 60°30'01" E** for a distance of **70.73** feet to an angle point;

12) **S 21°27'37" E** for a distance of **675.71** feet to the calculated approximate northeasterly corner of said Tract 5, same being the southeasterly corner of said remainder of Tract 6, for an angle point;

13) **S 21°51'32" E** for a distance of **545.06** feet to an iron rod with aluminum cap stamped "ROW 4933" set 18.70 feet left of proposed C.R. 106 baseline station 99+99.85 and 839.67 feet right of proposed Corridor C baseline station 218+44.45, for the southeasterly corner of the herein described tract, and from which a corner cedar fence post found, held as the southeasterly corner of said Tract 5, same being the northeasterly corner of that called 134.52 acre tract of land cited in Special Warranty Deed to Kathryn J. Carlton as Trustee of the Kathryn J. Carlton Revocable Living Trust recorded in Document No. 2016089829 and described in Document No. 2016027127 both of the Official Public Records of Williamson County, Texas bears, with said fenced ostensible westerly ROW line of said C.R. 106, S 21°51'32" E at a distance of 782.42 feet;

THENCE, departing said existing ostensible westerly ROW line, through the interior of said Tract 5 and said remainder of Tract 6, with said proposed southeasterly ROW line, the following eight (8) courses:

14) **S 68°37'18" W** for a distance of **61.56** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed C.R. 106 baseline station 100+00.00 and 798.60 feet right of proposed Corridor C baseline station 218+05.05, for an ell corner;

15) **N 21°22'42" W** for a distance of **568.91** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed C.R. 106 baseline station 105+68.91 and 386.61 feet right of proposed Corridor C baseline station 221+56.12, for an angle point;

16) **S 89°08'28" W** for a distance of **140.48** feet to an iron rod with aluminum cap stamped "ROW 4933" set 258.41 feet right of proposed Corridor C baseline station 221+02.15, for the beginning of a non-tangent curve to the right;

17) Along said curve to the right, having a delta angle of **26°41'14"**, a radius of **3350.00** feet, an arc length of **1560.36** feet and a chord which bears **S 33°00'14" W** for a distance of **1546.29** feet to an iron rod with aluminum cap stamped "ROW 4933" set 232.82 feet right of proposed Corridor C baseline station 206+23.07, for a point of non-tangency;

18) **S 43°39'09" E** for a distance of **10.05** feet to an iron rod with aluminum cap stamped "ROW 4933" set 242.82 feet right of proposed Corridor C baseline station 206+22.10, for an ell corner;

19) **S 46°39'53" W** for a distance of **900.39** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet right of proposed Corridor C baseline station 197+46.56, for an ell corner;

20) **N 43°20'07" W** for a distance of **10.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 203.00 feet right of proposed Corridor C baseline station 197+46.56, for an ell corner;

21) **S 46°39'53" W** for a distance of **396.43** feet to an iron rod with aluminum cap stamped "ROW 4933" set 203.00 feet right of proposed Corridor C baseline station 193+50.13, for a point in the southerly boundary line of said Tract 5, same being in the northerly boundary line of said 134.52 acre tract, for the southwesterly corner of the herein described tract;

THENCE, departing said proposed southeasterly ROW line, with the common boundary line of said Tract 5 and said 134.52 acre tract, the following two (2) courses:

22) **S 76°44'17" W** for a distance of **187.33** feet to the calculated southwesterly corner of said Tract 5, same being an angle point in the northerly boundary line of said 134.52 acre tract;

23) **N 34°08'29" W** for a distance of **10.61** feet to a calculated point, being the southeasterly corner of said Tract 4, same being an angle point in the northerly boundary line of said 134.52 acre tract;

24) **THENCE**, departing said Tract 5, with the common boundary line of said Tract 4 and said 134.52 acre tract, **S 78°01'31" W** for a distance of **527.69** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet left of proposed Corridor C baseline station 187+74.32 in said proposed northwesterly ROW line, for the northwesterly corner of the herein described tract, and from which, a 1/2" iron rod found 264.85 feet left of proposed Corridor C baseline station 187+22.53, being an angle point in said proposed northwesterly ROW line, same being the southwesterly corner of said Tract 4, also being the northwesterly corner of said 134.52 acre tract and also being an angle point in the easterly boundary line of that called 172.51 acre tract of land described in Warranty Deed to Richard Charles Schmickrath and Wife, Carol Jean Schmickrath recorded in Volume 959, Page 961 of the Deed Records of Williamson County, Texas, bears S 78°01'31" W at a distance of 77.35 feet;

THENCE, departing said 134.52 acre boundary line, through the interior of said Tract 4, with said proposed northwesterly ROW line, the following two (2) courses:

25) Along said non-tangent curve to the right, having a delta angle of **10°03'05"**, a radius of **2413.00** feet, an arc length of **423.31** feet and a chord which bears **N 41°38'21" E** for a distance of **422.77** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet left of proposed Corridor C baseline station 191+60.26, for a point of tangency;

26) **N 46°39'53" E** for a distance of **79.89** feet to the **POINT OF BEGINNING**, containing 41.194 acre, (1,794,404 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 3 DEC 2019

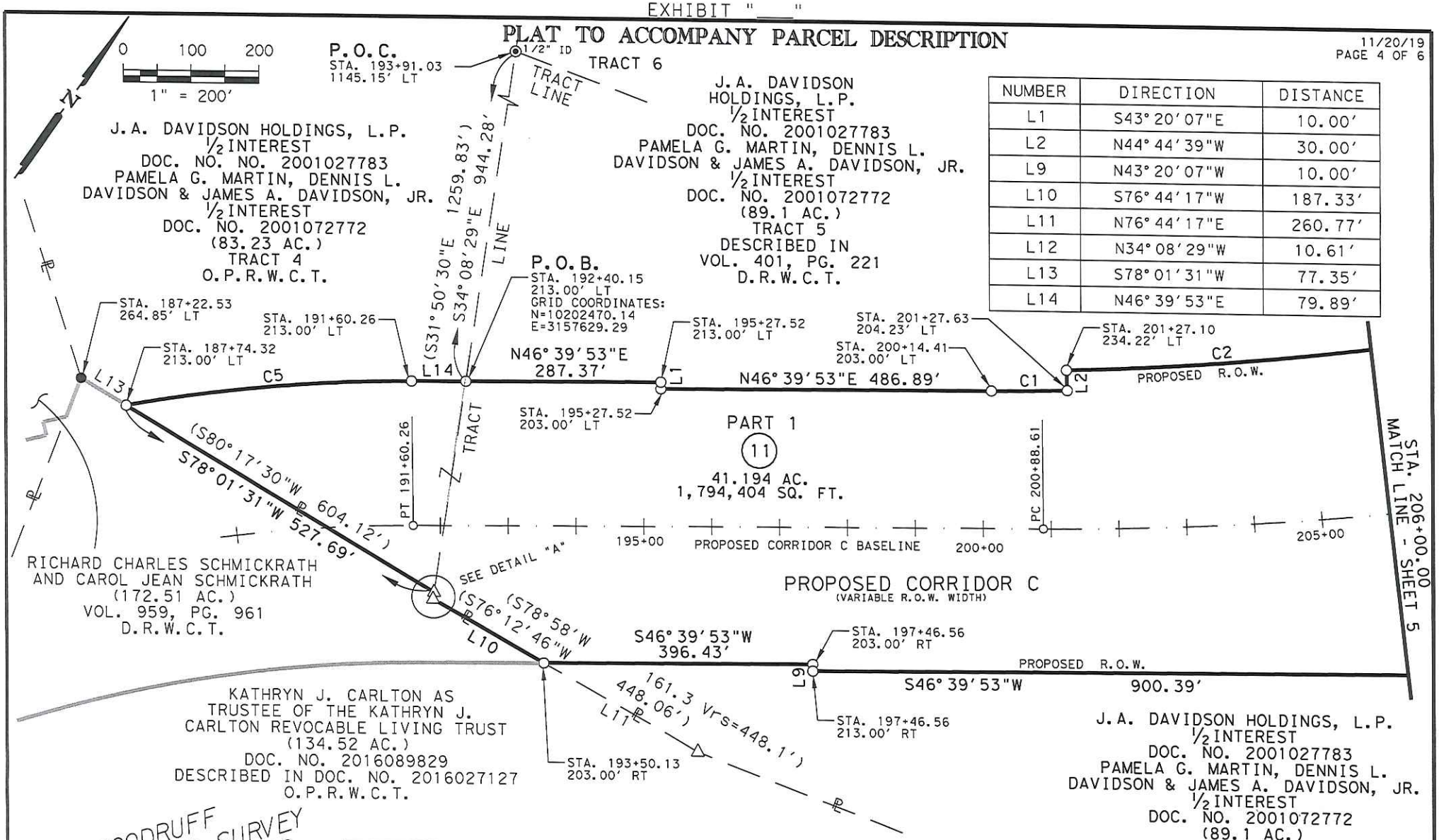
M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

11/20/19
PAGE 4 OF 6



NUMBER	DIRECTION	DISTANCE
L1	S43° 20' 07"E	10.00'
L2	N44° 44' 39"W	30.00'
L9	N43° 20' 07"W	10.00'
L10	S76° 44' 17"W	187.33'
L11	N76° 44' 17"E	260.77'
L12	N34° 08' 29"W	10.61'
L13	S78° 01' 31"W	77.35'
L14	N46° 39' 53"E	79.89'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01° 24' 32"	4540.00'	111.64'	111.63'	N45° 57' 37"E
C2	24° 14' 38"	4510.00'	1908.35'	1894.14'	N33° 08' 02"E
C5	10° 03' 05"	2413.00'	423.31'	422.77'	N41° 38' 21"E

WOODRUFF
STUBBLEFIELD SURVEY
ABSTRACT NO. 556

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

J.A. DAVIDSON HOLDINGS, L.P., ET AL

SCALE	WILLIAMSON COUNTY	PROJECT
1" = 200'		CORRIDOR C

PARCEL 11
PART 1

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 11-DAVIDSON HOLDINGS-PART 1\PARCEL 11-PART 1-DAVIDSON-REV.dgn

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	24°14'38"	4510.00'	1908.35'	1894.14'	N33°08'02"E
C3	07°33'34"	1906.00'	251.47'	251.29'	N15°14'14"E
C4	26°41'14"	3350.00'	1560.36'	1546.29'	S33°00'14"W

NUMBER	DIRECTION	DISTANCE
L3	N70°31'29"W	166.51'
L4	S60°30'01"E	70.73'
L5	S68°37'18"W	61.56'
L6	S89°08'28"W	140.48'
L7	S43°39'09"E	10.05'
L8	S46°39'53"W	900.39'

J.A. DAVIDSON HOLDINGS, L.P.
½ INTEREST
DOC. NO. 2001027783
PAMELA G. MARTIN, DENNIS L. DAVIDSON
& JAMES A. DAVIDSON, JR.
½ INTEREST
DOC. NO. 2001072772
(REMAINDER OF 92.0 AC.)
TRACT 6
DESCRIBED IN VOL. 401, PG. 225
O.P.R.W.C.T.

J.A. DAVIDSON HOLDINGS, L.P.
½ INTEREST
DOC. NO. 2001027783
PAMELA G. MARTIN, DENNIS L.
DAVIDSON & JAMES A. DAVIDSON, JR
½ INTEREST
DOC. NO. 2001072772
(89.1 AC.)
TRACT 5
DESCRIBED IN VOL. 401, PG. 221
D.R.W.C.T.

PART 1
(11)
41.194 AC.
1,794,404 SQ. FT.

PROPOSED R.O.W.
PROPOSED CORRIDOR C BASELINE
TRACT LINE
PROPOSED CORRIDOR C
(VARIABLE R.O.W. WIDTH)
PROPOSED R.O.W.
PROPOSED R.O.W.

STA. 224+01.83
481.68' LT
STA. 224+03.95
315.18' LT
STA. 221+38.20
287.08' LT
STA. 221+02.15
258.41' RT
CR 106
STA. 105+68.91
80.00' LT
STA. 221+56.12
386.61' RT
CR 106
STA. 100+00.00
80.00' LT
STA. 218+05.05
798.60' RT
STA. 206+23.07
232.82' RT
STA. 206+22.10
242.82' RT
STA. 206+00.00
MATCH LINE - SHEET 4

OSTENSIBLE C.R. 106 R.O.W.
OSTENSIBLE SURVEY LINE
N76°06'06"E 301.04'
N75°59'17"E 184.07'
APPROXIMATE LOCATION OF CR106 BASED ON AERIAL DIGITIZED AND FIELD LOCATED FENCE LINES CONTAINING 4.9 ACRE AREA OF COUNTY ROAD DESCRIBED AS 4.2 ACRES IN VOL. 340, PG. 120, D.R.W.C.T.
OSTENSIBLE R.O.W. S21°27'37"E 675.71'
(S18°49'E C.R. 106 442.7'Vrs=1229.7')
N21°22'42"W 568.91'
PROPOSED R.O.W.
S21°51'32"E 545.06'
(S18°49'E 472.4Vrs=1312.2')
SEE DETAIL "B"
CR 106
STA. 99+99.85
18.70' LT
STA. 218+44.45
839.67' RT

WOODRUFF STUBBLEFIELD SURVEY
ABSTRACT NO. 556
JOHN F. FERGUSON SURVEY
ABSTRACT NO. 231

0 100 200
1" = 200'

PARCEL PLAT SHOWING PROPERTY OF J.A. DAVIDSON HOLDINGS, L.P., ET AL			PARCEL 11 PART 1
SCALE 1" = 200'	WILLIAMSON COUNTY	PROJECT CORRIDOR C	

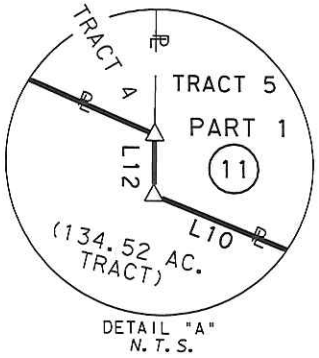
S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 11-DAVIDSON HOLDINGS-PART 1\PARCEL 11-PART 1-DAVIDSON-PG2-REV.dgn

EXHIBIT "___"

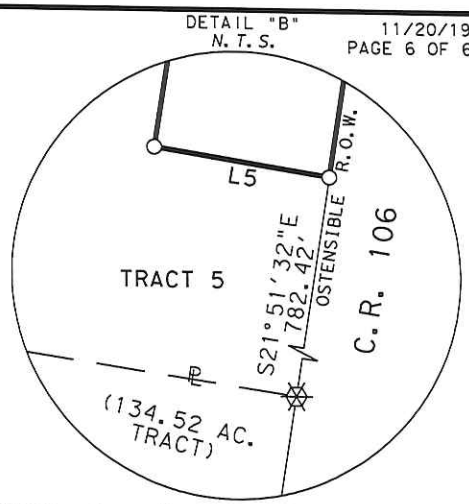
PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
□	IRON ROD FOUND W/TXDOT ALUMINUM CAP
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP, AS NOTED
✡	FENCE POST FOUND
△	CALCULATED POINT
○	IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)
◉	IRON PIPE FOUND
◎	AXLE FOUND
℄	CENTER LINE
ℙ	PROPERTY LINE
( )	RECORD INFORMATION
	LINE BREAK
	LAND HOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS



DETAIL "A"
N.T.S.



1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO.1933226-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 27, 2019, ISSUE DATE SEPTEMBER 13, 2019.

10F. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 299, PAGE 414, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT NOT BE LOCATED.

G. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 338, PAGE 383, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT NOT BE LOCATED.

H. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 362, PAGE 74, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT NOT BE LOCATED.

I. FLOODWATER RETARDING STRUCTURE TO DONAHOE CREEK WATERSHED AUTHORITY RECORDED IN VOLUME 485, PAGE 144, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. PIPE LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 493, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. PIPE LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 494, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. PIPE LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 495, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

M. TERMS, CONDITIONS AND STIPULATIONS IN THE BOUNDARY LINE AGREEMENT AND RECIPROCAL EASEMENT AGREEMENT RECORDED DOC. NO. 9729468, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 3 DEC 2019

DATE:

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

	ACRES	SQUARE FEET
ACQUISITION	41.194	1,794,404
CALC/DEED AREA	245.813	10,707,611
REMAINDER AREA	204.619	8,913,207

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

J.A. DAVIDSON HOLDINGS, L.P., ET AL

SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 11
PART 1

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 11-DAVIDSON HOLDINGS-PART 1\PARCEL 11-PART 1-DAVIDSON-REV.dgn

EXHIBIT B
PROPERTY DESCRIPTION FOR PARCEL 11, PART 2

DESCRIPTION OF A 29.534 ACRE (1,286,502 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556 AND THE JOHN F. FERGUSEN SURVEY, ABSTRACT NO. 231 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 92.0 ACRE TRACT 6 (DESCRIBED IN VOLUME 401, PAGE 225 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS), A PORTION OF THE REMAINDER OF THAT CALLED 134.09 ACRE TRACT 7 (DESCRIBED IN VOLUME 401, PAGE 217 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS) AND A PORTION OF THE REMAINDER OF THAT CALLED 134.4 ACRE TRACT 2 CITED AND/OR DESCRIBED IN WARRANTY DEED TO J. A. DAVIDSON HOLDINGS, L.P. (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001027783 AND ALSO CITED AND/OR DESCRIBED IN EXECUTOR'S DISTRIBUTION DEED TO PAMELA G. MARTIN, DENNIS L. DAVIDSON AND JAMES A. DAVIDSON JR (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001072772 BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 29.534 ACRE (1,286,502 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found, being an angle point in the northerly boundary line of said remainder of the 134.09 acre Tract 7, same being in the southerly boundary line of that called 80.35 acre tract of land described in Special Warranty Deed to Davidson Brothers Partnership recorded in Document No. 2011088303 of the Official Public Records of Williamson County, Texas, said boundary line established by Boundary Line and Reciprocal Easement Agreement described in Document No. 199729468 of the Official Records of Williamson County, Texas;

THENCE, with the common boundary line of said remainder of Tract 7 and said 80.35 acre tract, N 54°49'39" E for a distance of 95.50 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10206705.87, E=3158779.55 TxSPC Zone 4203) set 170.05 feet left of proposed County Road (C.R.) 106 baseline station 131+30.27 in the proposed westerly Right-of-Way (ROW) line of said C.R. 106 (ROW width varies), being an angle point in the northerly boundary line of said remainder of Tract 7, same being the southeasterly corner of said 80.35 acre tract, for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

1) **THENCE,** continuing with said common boundary line, same being said proposed westerly ROW line, **N 09°25'00" W** for a distance of **68.75** feet to a calculated point in the approximate centerline of Mankin's Branch, being an angle point in the northerly boundary of said remainder of Tract 7, same being an angle point in the easterly boundary line of said 80.35 acre tract, also being the southwesterly corner of the remainder of that called 144.83 acre (Tract I) described in Special Warranty Deed to Georgetown Independent School District recorded in Document No. 2003103794 of the Official Public Records of Williamson County, Texas;

THENCE, departing said 80.35 acre tract and said proposed westerly ROW line, with the common boundary line of said remainder of Tract 7 and said remainder of the 144.83 acre tract, being the approximate centerline of said Mankin's Branch the following five (5) courses:

2) **N 27°06'42" E** for a distance of **54.16** feet to an angle point;

3) **N 16°07'22" E** for a distance of **48.06** feet to an angle point;

4) **N 03°14'25" W** for a distance of **41.19** feet to an angle point;

5) **N 20°07'23" E** for a distance of **144.78** feet to an angle point;

6) **N 29°03'44" E** for a distance of **68.04** feet to a point in the proposed easterly ROW line of said C.R. 106 100.00 feet right of proposed C.R. 106 baseline station 134+40.65, for an angle point, and from which, the northeasterly corner of said remainder of Tract 7, same being the northwesterly corner of said remainder of Tract 2 bears, with said common boundary line, N 29°55'07" E at a distance of 70.7 feet;

7) **THENCE,** departing said remainder of the 144.83 acre boundary line, same being said approximate centerline of Mankin's Branch, through the interior of said remainder of Tract 7, with said proposed easterly ROW line, along a curve to the left, passing at an arc distance of 100.00 feet an iron rod with aluminum cap stamped "REF WITNESS ROW 4933" set 100.00 feet right of proposed C.R. 106 baseline station 133+38.61 and continuing for a total delta angle of **06°05'36",** a radius of **4900.00** feet, an arc length of **521.10** feet and a chord which bears **S 27°01'23" E** for a distance of **520.86** feet to an iron rod with aluminum cap stamped "ROW 4933" set 100.00 feet right of proposed C.R. 106 baseline station 129+08.93 in the easterly boundary line of said remainder of Tract 7, same being the westerly boundary line of said remainder of Tract 2, also being in the ostensible survey line of said Woodruff Stubblefield and the J. F. Ferguson Survey, for a point of non-tangency;

8) **THENCE**, continuing in said proposed easterly ROW line, with the common boundary line of said remainder of Tract 7 and said remainder of Tract 2, same being said ostensible survey line, **S 20°58'46" E** for a distance of **126.74** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet right of proposed C.R. 106 baseline station 127+83.79, for an angle point;

THENCE, departing said Tract 7, same being said ostensible survey line, through the interior of said remainder of Tract 2, with in part the proposed ROW line of said C.R. 106 and in part the proposed ROW line of Corridor C (ROW width varies), the following seven (7) courses:

9) **S 30°03'33" E** for a distance of **261.74** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet right of proposed C.R. 106 baseline PT station 125+22.04, for the beginning of a curve to the right;

10) Along said curve to the right, having a delta angle of **05°56'05",** a radius of **5080.00** feet, an arc length of **526.18** feet and a chord which bears **S 27°05'31" E** for a distance of **525.94** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet right of proposed C.R. 106 baseline station 120+04.15 and 367.49 feet left of proposed Corridor C baseline station 233+94.01, for a point of non-tangency;

11) **N 85°45'20" E** for a distance of **141.06** feet to an iron rod with aluminum cap stamped "ROW 4933" set 230.20 feet left of proposed Corridor C baseline station 234+26.40, for an angle point;

12) **N 15°38'08" E** for a distance of **95.41** feet to an iron rod with aluminum cap stamped "ROW 4933" set 219.22 feet left of proposed Corridor C baseline station 235+21.18, for the beginning of a curve to the left;

13) Along said curve to the left, having a delta angle of **06°36'21",** a radius of **3950.00** feet, an arc length of **455.41** feet and a chord which bears **N 12°19'57" E** for a distance of **455.16** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet left of proposed Corridor C baseline station 239+75.58, for a point of tangency;

14) **N 09°01'47" E** for a distance of **453.52** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet left of proposed Corridor C baseline station 244+29.10, being the beginning of a curve to the right;

15) Along said curve to the right, having a delta angle of **01°44'33",** a radius of **2393.00** feet, an arc length of **72.77** feet and a chord which bears **N 09°54'03" E** for a distance of **72.77** feet to a calculated point 193.00 feet left of proposed Corridor C baseline station 244+96.00 in the approximate centerline of said Mankin's Branch, same being the northerly boundary line of said remainder of Tract 2, also being the southerly boundary line of that called 33.16 acre tract of land (Exhibit "C") described in Warranty Deed to the City of Georgetown recorded in Document No. 2004004043 of the Official Public Records of Williamson County, Texas, for an angle point, and from which the calculated westerly corner of said 33.16 acre tract, in the approximate centerline of said Mankin's Branch, same being the northerly boundary line of said remainder of Tract 2, bears, with a direct tie line, N 65°05'11" W at a distance of 483.94 feet;

THENCE, departing said proposed ROW line, with the common boundary line of said remainder of Tract 2 and said 33.16 acre tract, with the record (Doc. No. 2004004043) meander lines of said Mankin's Branch, the following three (3) courses:

16) **N 76°42'03" E** for a distance of **202.77** feet to a calculated angle point;

17) **N 85°37'01" E** for a distance of **169.96** feet to a calculated angle point;

18) **S 64°45'37" E** for a distance of **43.92** feet to a calculated point 195.34 feet right of proposed Corridor C baseline station 246+23.56, in the proposed easterly ROW line of said Corridor C, for the northeasterly corner of the herein described tract;

THENCE, departing said 33.16 acre tract, same being the approximate centerline of said Mankin's Branch, through the interior of said remainder of Tract 2, with the proposed easterly ROW line, the following six (6) courses:

19) Along a curve to the left, having a delta angle of **07°59'34",** a radius of **2007.00** feet, an arc length of **279.98** feet and a chord which bears **S 09°58'35" W** for a distance of **279.75** feet to an iron rod with aluminum cap stamped "ROW 4933" set 198.55 feet right of proposed Corridor C baseline station 243+26.35, for a point of tangency;

20) **S 05°58'48" W** for a distance of **508.98** feet to an iron rod with aluminum cap stamped "ROW 4933" set 225.62 feet right of proposed Corridor C baseline station 238+18.09, for an ell corner;

21) **S 84°01'12" E** for a distance of **30.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 255.58 feet right of proposed Corridor C baseline station 238+19.68, for an ell corner;

22) **S 05°58'48" W** for a distance of **371.11** feet to an iron rod with aluminum cap stamped "ROW 4933" set 275.32 feet right of proposed Corridor C baseline station 234+49.10, for the beginning of a curve to the right;

23) Along said curve to the right, having a delta angle of **13°00'35",** a radius of **3080.00** feet, an arc length of **699.35** feet and a chord which bears **S 12°29'05" W** for a distance of **697.84** feet to an iron rod with aluminum cap stamped "ROW 4933" set 269.91 feet right of proposed Corridor C baseline station 227+82.93, for a point of tangency;

24) **S 18°59'23" W** for a distance of **226.98** feet to an iron rod with aluminum cap stamped "ROW 4933" set 262.12 feet right of proposed Corridor C baseline station 225+67.53, being in the northerly boundary line of that called 0.783 acre (Tract 2) described in Warranty Deed With Vendor's Lien to Dennis L. Davidson recorded in Volume 1705, Page 816 of the Official Records of Williamson County, Texas, for the southeasterly corner of the herein described tract;

25) **THENCE,** departing said proposed easterly ROW line, with the common boundary of said remainder of Tract 2 and said 0.783 acre tract, **S 73°15'41" W** for a distance of **95.91** feet to a calculated point in the ostensible easterly ROW line of C.R. 106, being the northwesterly corner of said 0.783 acre tract, same being an ell corner in the westerly boundary line of said remainder of Tract 2, for an ell corner of the herein described tract, and from which, a 1 1/4" ID pipe found, being the southwesterly corner of said remainder of Tract 2 bears S 21°19'31" E at a distance of 1098.17 feet;

THENCE, departing said 0.783 acre tract, with the existing ostensible easterly and northerly ROW lines of C.R. 106, generally along an existing fence, same being the westerly boundary line of said remainder of Tract 2, the following three (3) courses:

26) **N 21°45'33" W** for a distance of **292.83** feet to a calculated angle point;

27) **N 56°33'34" W** for a distance of **43.41** feet to a calculated angle point;

28) **S 78°24'04" W** for a distance of **22.47** feet to a large cedar fence corner post in the westerly boundary line of said remainder of Tract 2, same being the easterly boundary line of said remainder of Tract 6, for an angle point herein;

29) **THENCE**, departing said remainder of Tract 2, with the existing ostensible northerly ROW line of said C.R. 106, **S 75°43'07" W** for a distance of **326.20** feet to an iron rod with aluminum cap stamped "ROW 4933" set 347.82 feet left of proposed C.R. 106 baseline station 113+57.82 and 341.12 feet left of proposed Corridor C baseline station 225+61.07 in the proposed westerly ROW line of said C.R. 106, for the southwesterly corner of the herein described tract;

THENCE, departing said ostensible northerly ROW line of C.R. 106, through the interior of said remainder of Tract 6 and said remainder of Tract 7, with the proposed westerly ROW line of said C.R. 106, the following five (5) courses:

30) Along a non-tangent curve to the left, having a delta angle of **34°15'23"**, a radius of **1906.00** feet, an arc length of **1139.58** feet and a chord which bears **N 10°09'11" W** for a distance of **1122.68** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed C.R. 106 baseline station 124+72.68, for a point of tangency;

31) **N 29°46'35" W** for a distance of **48.58** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed C.R. 106 baseline PT station 125+22.04, for an angle point;

32) **N 30°03'33" W** for a distance of **387.78** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed C.R. 106 baseline PC station 129+09.82, for the beginning of a curve to the right;

33) Along said curve to the right, having a delta angle of **02°31'34"**, a radius of **5080.00** feet, an arc length of **223.98** feet and a chord which bears **N 28°47'46" W** for a distance of **223.96** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed C.R 106 baseline station 131+30.27, for a point of non-tangency;

34) **S 62°28'01" W** for a distance of **90.05** feet to the **POINT OF BEGINNING**, containing 29.534 acre, (1,286,502 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made partially on the ground and partially from record information under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 3DEC 2019

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

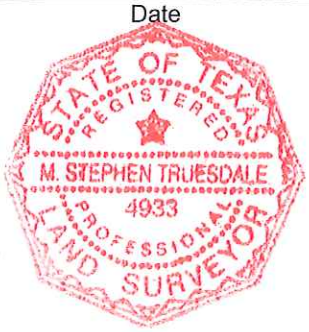
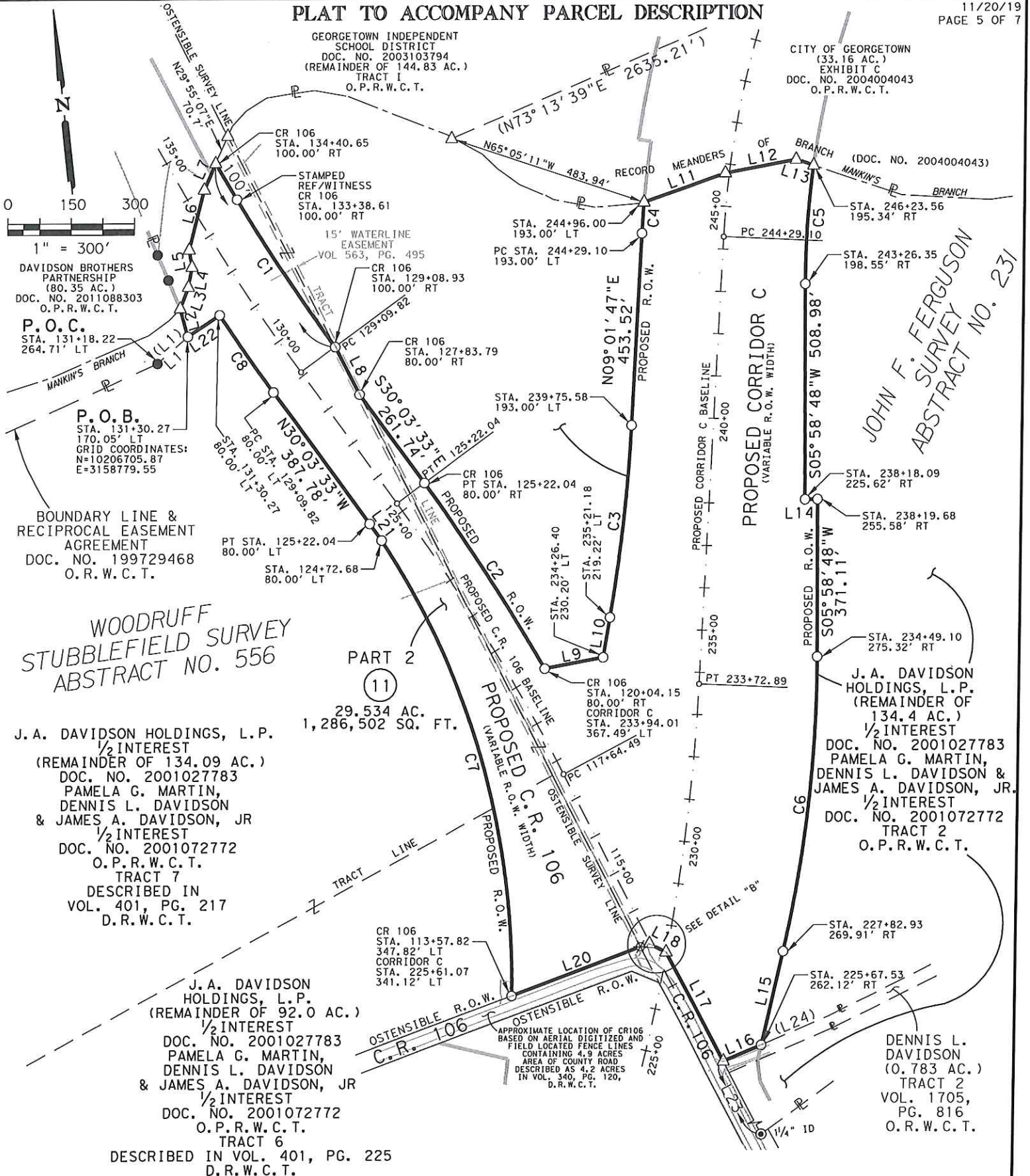


EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

11/20/19
PAGE 5 OF 7



INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

J.A. DAVIDSON HOLDINGS, L.P., ET AL

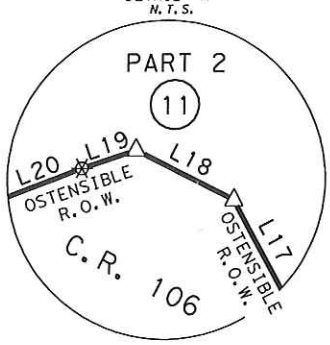
SCALE		PROJECT
1" = 300'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 11 PART 2

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 11-DAVIDSON HOLDINGS-PART 2\PARCEL 11-PART 2-DAVIDSON-REV.dgn

PLAT TO ACCOMPANY PARCEL DESCRIPTION

DETAIL "A"
N. T. S.



NUMBER	DIRECTION	DISTANCE
L1	N54° 49' 39"E	95.50'
(L1)	(N59° 56' E)	(95.50')
L2	N09° 25' 00"W	68.75'
L3	N27° 06' 42"E	54.16'
L4	N16° 07' 22"E	48.06'
L5	N03° 14' 25"W	41.19'
L6	N20° 07' 23"E	144.78'
L7	N29° 03' 44"E	68.04'
L8	S20° 58' 46"E	126.74'
L9	N85° 45' 20"E	141.06'
L10	N15° 38' 08"E	95.41'
L11	N76° 42' 03"E	202.77'
L12	N85° 37' 01"E	169.96'

NUMBER	DIRECTION	DISTANCE
L13	S64° 45' 37"E	43.92'
L14	S84° 01' 12"E	30.00'
L15	S18° 59' 23"W	226.98'
L16	S73° 15' 41"W	95.91'
L17	N21° 45' 33"W	292.83'
L18	N56° 33' 34"W	43.41'
L19	S78° 24' 04"W	22.47'
L20	S75° 43' 07"W	326.20'
L21	N29° 46' 35"W	48.58'
L22	S62° 28' 01"W	90.05'
L23	S21° 19' 31"E	1098.17'
(L23)	(S18° 58' 55"E)	(1098.17')
(L24)	(N75° 36' 45"E)	(269.0')

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	06° 05' 36"	4900.00'	521.10'	520.86'	S27° 01' 23"E
C2	05° 56' 05"	5080.00'	526.18'	525.94'	S27° 05' 31"E
C3	06° 36' 21"	3950.00'	455.41'	455.16'	N12° 19' 57"E
C4	01° 44' 33"	2393.00'	72.77'	72.77'	N09° 54' 03"E
C5	07° 59' 34"	2007.00'	279.98'	279.75'	S09° 58' 35"W
C6	13° 00' 35"	3080.00'	699.35'	697.84'	S12° 29' 05"W
C7	34° 15' 23"	1906.00'	1139.58'	1122.68'	N10° 09' 11"W
C8	02° 31' 34"	5080.00'	223.98'	223.96'	N28° 47' 46"W

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PARCEL PLAT SHOWING PROPERTY OF

J. A. DAVIDSON HOLDINGS, L.P., ET AL

SCALE		PROJECT
1" = 300'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 11 PART 2

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 11-DAVIDSON HOLDINGS-PART 2\PARCEL 11-PART 2-DAVIDSON-REV.dgn

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
□	IRON ROD FOUND W/TXDOT ALUMINUM CAP
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP, AS NOTED
✡	FENCE POST FOUND
△	CALCULATED POINT
○	IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)
◉	IRON PIPE FOUND
◎	AXLE FOUND

℄	
ℙ	PROPERTY LINE
( )	RECORD INFORMATION
	LINE BREAK
	LAND HOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas tate Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO.1933226-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 27, 2019, ISSUE DATE SEPTEMBER 13, 2019.

10F. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 299, PAGE 414, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT NOT BE LOCATED.

G. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 338, PAGE 383, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT NOT BE LOCATED.

H. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 362, PAGE 74, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT NOT BE LOCATED.

I. FLOODWATER RETARDING STRUCTURE TO DONAHOE CREEK WATERSHED AUTHORITY RECORDED IN VOLUME 485, PAGE 144, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. PIPE LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 493, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. PIPE LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 494, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. PIPE LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 495, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECT AS SHOWN.

M. TERMS, CONDITIONS AND STIPULATIONS IN THE BOUNDARY LINE AGREEMENT AND RECIPROCAL EASEMENT AGREEMENT RECORDED DOC. NO. 9729468, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE PARTIALLY ON THE GROUND AND PARTIALLY FROM RECORD INFORMATION UNDER MY DIRECT SUPERVISION.

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

M. Stephen Truesdale 3DEC 2019

M. STEPHEN TRUESDALE DATE:
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

	ACRES	SQUARE FEET
ACQUISITION PART 2	29.534	1,286,502
ACQUISITION PART 3	1.223	53,291
TOTAL ACQUISITION	30.757	1,339,793
DEED AREA	238.904	10,406,642
REMAINDER AREA	208.147	9,066,849

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PROFESSIONAL LAND SURVEYORS
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PARCEL PLAT SHOWING PROPERTY OF

J.A. DAVIDSON HOLDINGS, L.P., ET AL

SCALE		PROJECT
1" = 300'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 11 PART 2

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 11-DAVIDSON HOLDINGS-PART 2\PARCEL 11-PART 2-DAVIDSON-PG2-REV.dgn

County: Williamson
Parcel: 11 Part 3
Project: Corridor C

November 20, 2019

EXHIBIT C
PROPERTY DESCRIPTION FOR PARCEL 11 PART 3

DESCRIPTION OF A 1.223 ACRE (53,291 SQUARE FOOT), TRACT OF LAND SITUATED IN THE JOHN F. FERGUSEN SURVEY, ABSTRACT NO. 231 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 134.4 ACRE TRACT 2 DESCRIBED IN WARRANTY DEED TO J. A. DAVIDSON HOLDINGS, L.P. (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001027783 AND ALSO DESCRIBED IN EXECUTOR'S DISTRIBUTION DEED TO PAMELA G. MARTIN, DENNIS L. DAVIDSON AND JAMES A. DAVIDSON JR. (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001072772 BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.223 ACRE (53,291 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1 1/4" ID iron pipe found, being the southwesterly corner of the remainder of said Tract 2, same being an angle point in the ostensible easterly Right-of-Way (ROW) line of said C.R. 106 (ROW width varies);

THENCE, with the westerly boundary line of said remainder of Tract 2, same being said ostensible easterly ROW line, N 21°19'31" W for a distance of 112.78 feet to an iron rod with aluminum cap stamped "ROW 4933" set 868.25 feet right of proposed Corridor C baseline station 218+71.34 and 24.08 feet right of C.R. 106 baseline station 100+00.00 (Grid Coordinates determined as N=10203939.86, E=3160224.62 TxSPC Zone 4203), in said ostensible easterly ROW line of C.R. 106, for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

1) **THENCE,** departing said proposed easterly ROW line, with the westerly boundary line of said remainder of Tract 2, same being said ostensible existing easterly ROW line, **N 21°19'31" W** for a distance of **955.38** feet to a calculated ell corner in the westerly boundary line of said remainder of Tract 2, same being the southwesterly corner of that called 0.783 acre (Tract Two) tract described in Warranty Deed With Vendor's Lien to Dennis L. Davidson recorded in Volume 1705, Page 816 of the Official Records of Williamson County, Texas, for the northwesterly corner of the herein described tract;

2) **THENCE,** departing said ostensible easterly ROW line, with the common boundary line of said remainder of Tract 2 and said 0.783 acre tract, **N 73°15'41" E** for a distance of **71.99** feet to an iron rod with aluminum cap stamped "ROW 4933" set 261.78 feet right of proposed Corridor C baseline station 225+32.51, in the proposed easterly ROW line of said Corridor C, for the northeasterly corner of the herein described tract;

THENCE, departing said 0.783 acre tract, through the interior of said remainder of Tract 2, with said proposed easterly ROW line, the following three (3) courses:

3) **S 01°53'29" E** for a distance of **50.10** feet to an iron rod with aluminum cap stamped "ROW 4933" set 279.58 feet right of proposed Corridor C baseline station 224+88.09 and 80.00 feet right of proposed C.R. 106 baseline station 109+02.33, for an angle point:

4) **S 21°22'42" E** for a distance of **902.33** feet to an iron rod with aluminum cap stamped "ROW 4933" set 906.09 feet right of proposed Corridor C baseline station 219+06.31 and 80.00 feet right of proposed C.R. 106 baseline station 100+00.00, for the southeasterly corner of the herein described tract;

5) **S 68°37'18" W** for a distance of **55.92** feet to the **POINT OF BEGINNING**, containing 1.223 acre, (53,291 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

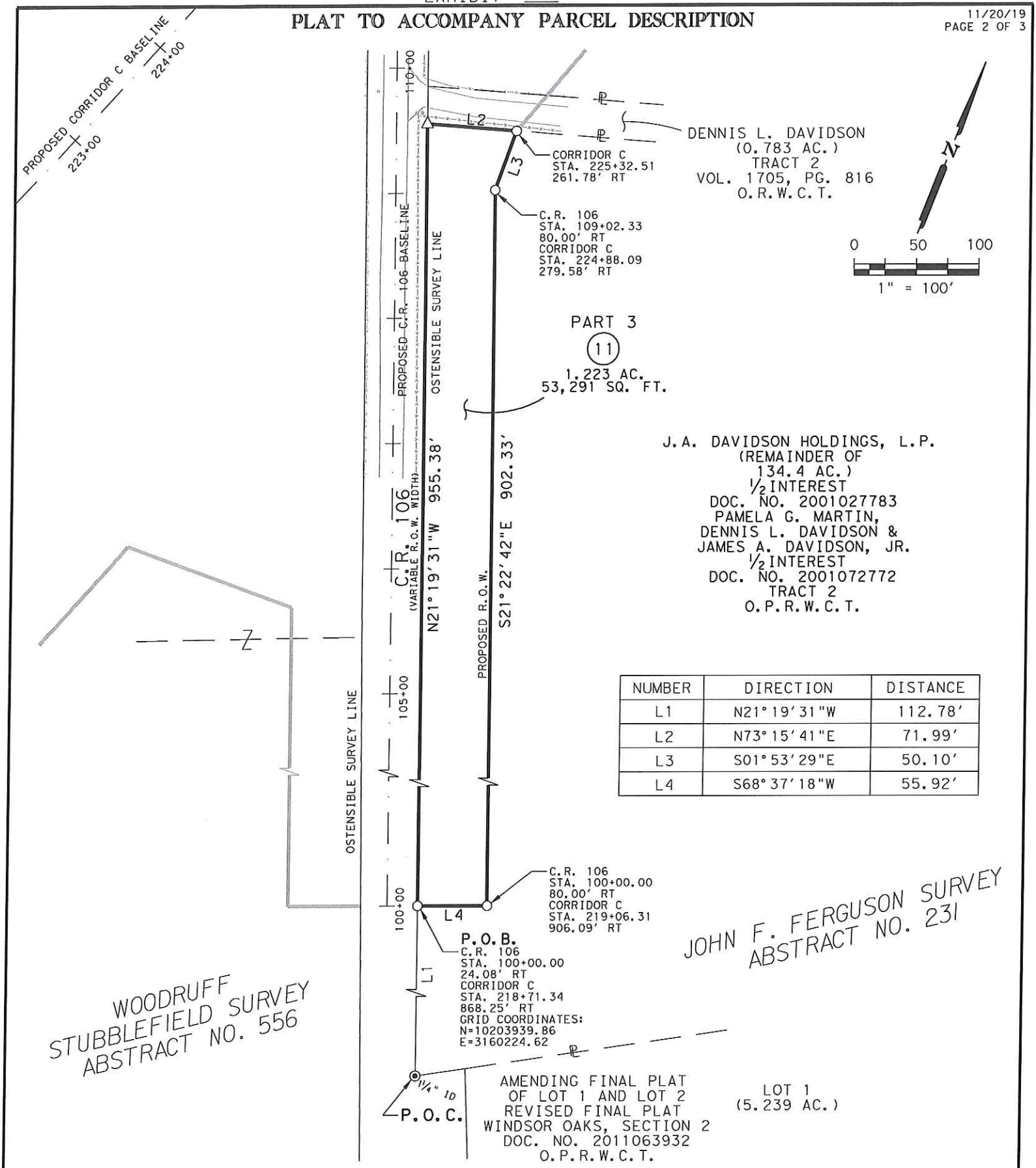
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 3 DEC 2019

M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NUMBER	DIRECTION	DISTANCE
L1	N21°19'31"W	112.78'
L2	N73°15'41"E	71.99'
L3	S01°53'29"E	50.10'
L4	S68°37'18"W	55.92'

INLAND GEODETICS LLC
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PARCEL PLAT SHOWING PROPERTY OF

J.A. DAVIDSON HOLDINGS, L.P., ET AL

SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 11 PART 3

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
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✡	FENCE POST FOUND
△	CALCULATED POINT
○	IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)
◉	IRON PIPE FOUND
⊛	AXLE FOUND
℄	CENTER LINE
ℙ	PROPERTY LINE
( )	RECORD INFORMATION
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	LAND HOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
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M. Stephen Truesdale 3 DEC 2019

DATE:

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
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	ACRES	SQUARE FEET
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TOTAL ACQUISITION	30.757	1,339,793
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PARCEL PLAT SHOWING PROPERTY OF

J.A. DAVIDSON HOLDINGS, L.P., ET AL

SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 11 PART 3

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 11-DAVIDSON HOLDINGS-PART 3\PARCEL 11-PART 3-DAVIDSON-REV.dgn

Commissioners Court - Regular Session **115.**

Meeting Date: 07/21/2020

Corridor C Resolution

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (15.025 acres) required for the construction of Corridor C, and take appropriate action. (DAVID CURTIS BELT and PATRICIA CAROL BELT)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Belt Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 11:26 AM

Form Started By: Charlie Crossfield Started On: 07/16/2020 11:23 AM

Final Approval Date: 07/16/2020

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 15.025 acres (Parcel 8) described by metes and bounds in Exhibit "A" owned by **DAVID CURTIS BELT and PATRICIA CAROL BELT,** for the purpose of constructing, reconstructing, maintaining, and operating Corridor C roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2020.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 8

DESCRIPTION OF A 15.025 ACRE (654,465 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 101.06 ACRE (TRACT II) DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO DAVID CURTIS BELT AND PATRICIA CAROL BELT, HUSBAND AND WIFE, RECORDED IN VOLUME 2206, PAGE 720 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 15.025 ACRE (654,465 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with aluminum cap stamped "FOREST RPLS 1847" found in the existing southeasterly Right-of-Way (ROW) line of Patriot Way (C.R. 104) (variable width ROW), being the northerly corner of that called 82.94 acre (East Tract) described in Warranty Deed to River City Partners, Ltd. recorded in Document No. 2016005898 of the Official Public Records of Williamson County, Texas, same being the westerly corner of said remainder of the 101.06 acre tract;

THENCE, departing said ROW line, with the common boundary line of said remainder of the 101.06 acre tract and said 82.94 acre tract, S 27°26'56" E for a distance of 3402.55 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10199314.36, E=3154135.08 TxSPC Zone 4203) set 203.00 feet left of proposed Corridor C baseline station 142+15.69, in the proposed northerly Right-of-Way (ROW) line of Corridor C (variable width ROW), for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said 82.94 acre tract, through the interior of said remainder tract, with said proposed northerly ROW line, the following six (6) courses:

1) **N 68°37'35" E** for a distance of **357.03** feet to an iron rod with aluminum cap stamped "ROW 4933" set 203.00 feet left of proposed Corridor C baseline station 145+72.71, for an ell corner;

2) **S 21°22'25" E** for a distance of **10.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet left of proposed Corridor C baseline station 145+72.71, for an ell corner;

3) **N 68°37'35" E** for a distance of **800.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet left of proposed Corridor C baseline station 153+72.71, for an ell corner;

4) **N 21°22'25" W** for a distance of **20.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet left of proposed Corridor C baseline station 153+72.71, for an ell corner;

5) **N 68°37'35" E** for a distance of **447.11** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet left of proposed Corridor C baseline station 158+19.82, for the point of beginning of a curve to the left;

6) Along said curve to the left, having a delta angle of **04°05'31"**, a radius of **1987.00** feet, an arc length of **141.91** feet and a chord which bears **N 66°34'50" E** for a distance of **141.88** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet left of proposed Corridor C baseline station 159+76.94 in the easterly boundary line of said remainder tract, same being in the westerly boundary line of that called 172.51 acre tract of land described in Warranty Deed to Richard Charles Schmickrath and Wife, Carol Jean Schmickrath recorded in Volume 959, Page 961 of the Deed Records of Williamson County, Texas, for the northeasterly corner of the herein described tract;

7) **THENCE,** departing said proposed ROW line, with the common boundary line of said remainder tract and said 172.51 acre tract, **S 27°08'36" E** for a distance of **392.83** feet to an iron rod found, being the southeasterly corner of said remainder tract, same being the southwesterly corner of said 172.51 acre tract, same being in the ostensible survey line of said Woodruff Stubblefield Survey and the John McQueen Survey, Abstract No. 426, also being in the northerly boundary line of that called 55.2342 acre tract of land described in Warranty Deed to Thomas Dee Langston recorded in Document No. 2009047006 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described tract;

8) **THENCE**, departing said 172.51 acre tract, being the southerly boundary line of said remainder tract, same being the northerly boundary line of said 55.2342 acre tract, **S 68°35'21" W** for a distance of **857.93** feet to an axel found, being the northwesterly corner of said 55.2342 acre tract, same being the northeasterly corner of the remainder of that called 52.4 acre tract of land described in Deed to Ronny Jay Meinardus recorded in Volume 483, Page 462 of the Deed Records of Williamson County, Texas;

9) **THENCE**, continuing with the southerly boundary line of said remainder tract, same being said remainder of the 52.4 acre tract **S 68°43'43" W** for a distance of **833.09** feet to a 3/4" ID iron pipe found, being the northwesterly corner of said remainder of the 52.4 acre tract, for an angle point herein;

10) **THENCE**, continuing with said remainder of the 101.06 acre tract, same being the easterly remainder of that called 46.75 acre tract of land cited in Warranty Deed to La Miraj, Ltd recorded in Volume 2055, Page 142 of the Official Records of Williamson County, Texas and described in Volume 847, Page 898 of the Deed Records of Williamson County, Texas, **S 67°38'12" W** for a distance of **54.41** feet to a 1/2" iron rod found, being the southwesterly corner of said remainder of the 101.06 acre tract, same being the southeasterly corner of said 82.94 acre, for the southwesterly corner of the herein described tract, and from which, an iron rod with plastic cap stamped "FOREST RPLS 1847" found in the existing northeasterly ROW line of S.H. 130 (variable width ROW) bears with the common boundary line of said 82.94 acre and said easterly remainder of the 46.75 acre tract, S 68°34'43" W at a distance of 61.20 feet;

11) **THENCE**, departing said easterly remainder of the 46.75 acre tract, with the common boundary line of said remainder of the 101.06 acre tract and said 82.94 acre tract, **N 27°26'56" W** for a distance of **377.91** feet to the **POINT OF BEGINNING**, containing 15.025 acre, (654,465 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 3 DEC 2019

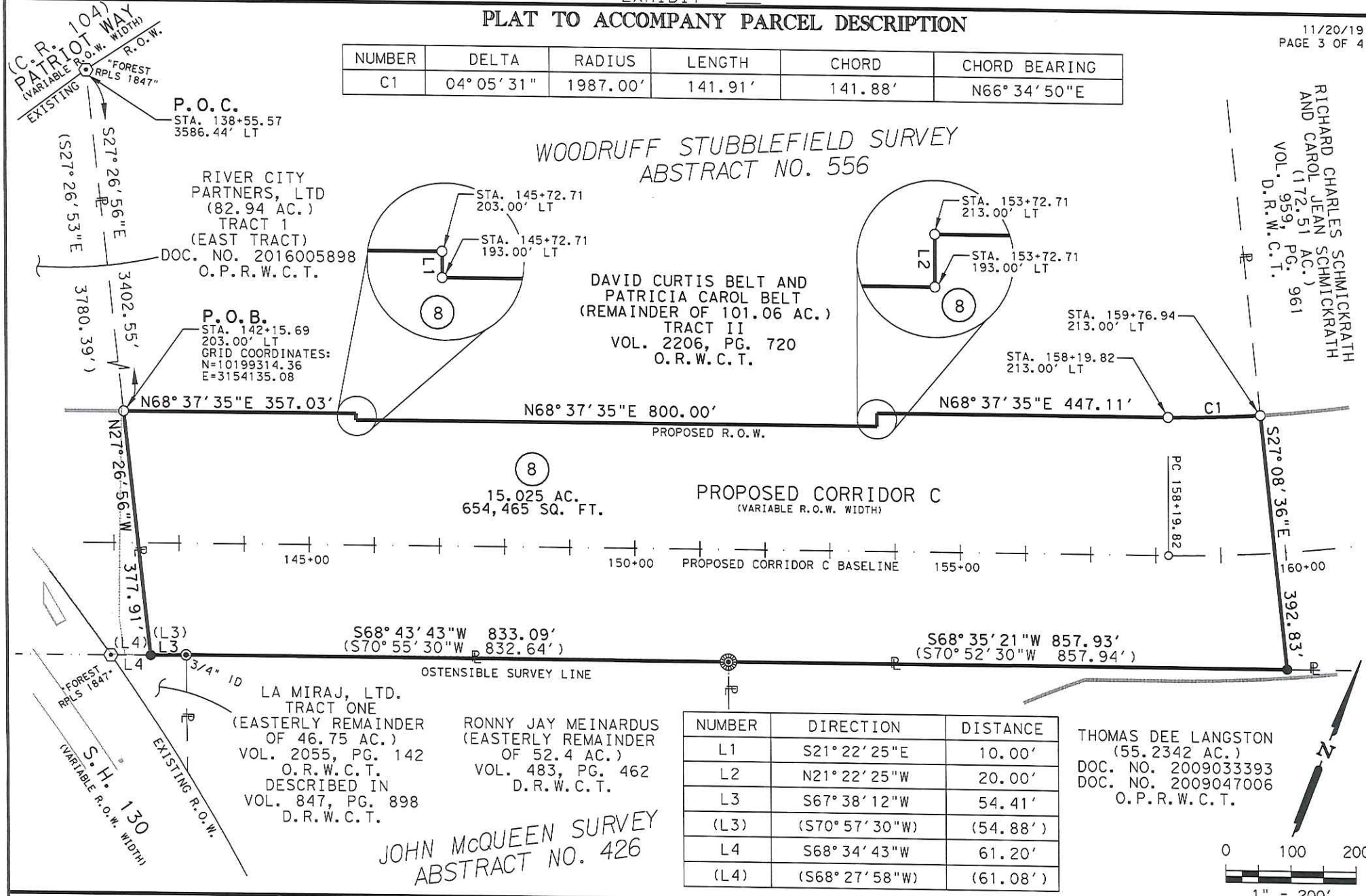
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	04°05'31"	1987.00'	141.91'	141.88'	N66°34'50"E



NUMBER	DIRECTION	DISTANCE
L1	S21°22'25"E	10.00'
L2	N21°22'25"W	20.00'
L3	S67°38'12"W	54.41'
(L3)	(S70°57'30"W)	(54.88')
L4	S68°34'43"W	61.20'
(L4)	(S68°27'58"W)	(61.08')

INLAND GEODETICS, LTD
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

DAVID CURTIS BELT AND PATRICIA CAROL BELT

SCALE 1" = 200'

WILLIAMSON COUNTY

PROJECT CORRIDOR C

PARCEL 8

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 8-BELT\PARCEL 8-BELT-REV.dgn

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
□	IRON ROD FOUND W/TXDOT ALUMINUM CAP
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP, AS NOTED
✡	FENCE POST FOUND
△	CALCULATED POINT
○	IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)
◉	IRON PIPE FOUND
◎	AXLE FOUND

℄	CENTER LINE
ℙ	PROPERTY LINE
( )	RECORD INFORMATION
—/\—	LINE BREAK
⌐	LAND HOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO.1933223-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 13, 2019, ISSUE DATE AUGUST 22, 2019.

10A. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 299, PAGE 518, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

B. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 371, PAGE 588, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

C. EASEMENT TO THE SOUTHWESTERN STATES TELEPHONE CO. RECORDED IN VOLUME 426, PAGE 79, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

D. EASEMENT GRANTED TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 563, PAGE 558, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

E. EASEMENT GRANTED TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 563, PAGE 559, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

F. TERMS, CONDITIONS, STIPULATIONS IN THE BOUNDARY AGREEMENT RECORDED IN VOUME 959, PAGE 967, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 3 DEC 2019

DATE:

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

	ACRES	SQUARE FEET
ACQUISITION	15.025	654,465
CALC/DEED AREA	101.06	4,402,174
REMAINDER AREA	86.04	3,747,709

INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
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PARCEL PLAT SHOWING PROPERTY OF

DAVID CURTIS BELT AND PATRICIA CAROL BELT

SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 8

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 8-BELT\PARCEL 8-BELT-REV.dgn

Commissioners Court - Regular Session **116.**

Meeting Date: 07/21/2020

Corridor C Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (23.062 acres) required for the construction of Corridor C, and take appropriate action. (RICHARD CHARLES SCHMICKRATH and CAROL JEAN SCHMICKRATH)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Schmickrath Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 11:43 AM

Form Started By: Charlie Crossfield Started On: 07/16/2020 11:25 AM

Final Approval Date: 07/16/2020

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 23.062 acres (Parcel 9) described by metes and bounds in Exhibit "A" owned by **RICHARD CHARLES SCHMICKRATH and CAROL JEAN SCHMICKRATH,** for the purpose of constructing, reconstructing, maintaining, and operating Corridor C roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2020.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 9

DESCRIPTION OF A 23.062 ACRE (1,004,568 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 172.51 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO RICHARD CHARLES SCHMICKRATH AND WIFE, CAROL JEAN SCHMICKRATH RECORDED IN VOLUME 959, PAGE 961 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 23.062 ACRE (1,004,568 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an axle found in the ostensible survey line of said Woodruff Stubblefield Survey and the John McQueen Survey, Abstract No. 426, being in the southerly boundary line of said 172.51 acre tract, same being the northwesterly corner of that called 20.0 acre, Tract I described in Special Warranty Deed to Robert J. Klepzig and Wife, Linda J. Klepzig recorded in Volume 2090, Page 905 of the Official Records of Williamson County, Texas, also being the northeasterly corner of that called 55.2342 acre tract of land described in Warranty Deed to Thomas Dee Langston recorded in Document No. 2009047006 of the Official Public Records of Williamson County, Texas;

THENCE, departing said 20.0 acre tract, with the common boundary line of said 172.51 acre tract and said 55.2342 acre tract, S 68°41'07" W for a distance of 1116.37 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10199661.66, E=3156053.80 TxSPC Zone 4203) set 193.00 feet right of proposed Corridor C baseline station 161+05.10, for a point in the proposed southeasterly Right-of-Way (ROW) line of Corridor C (ROW width varies) and **POINT OF BEGINNING** of the herein described tract;

1) **THENCE**, departing said proposed southeasterly ROW line, continuing with said common boundary line, **S 68°41'07" W** for a distance of **128.17** feet to a 1/2" iron rod found, being the southwesterly corner of said 172.51 acre tract, same being the southeasterly corner of the remainder of that called 101.06 acre (Tract II) described in Warranty Deed With Vendor's Lien to David Curtis Belt and Patricia Carol Belt, Husband and Wife recorded in Volume 2206, Page 720 of the Official Records of Williamson County, Texas, for the southwesterly corner of the herein described tract;

2) **THENCE**, departing said 55.2342 acre tract, with the common boundary line of said remainder of 101.06 acre tract and said 172.51 acre tract, **N 27°08'36" W** for a distance of **392.83** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet left of proposed Corridor C baseline station 159+76.94, in the proposed northwesterly ROW line of said Corridor C, for the northwesterly corner of the herein described tract;

THENCE, departing said remainder of the 101.06 acre tract, through the interior of said 172.51 acre tract, with the proposed northwesterly ROW line, the following nine (9) courses:

3) Along a curve to the left, having a delta angle of **14°05'38",** a radius of **1987.00** feet, an arc length of **488.77** feet and a chord which bears **N 57°29'16" E** for a distance of **487.54** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet left of proposed Corridor C baseline station 165+18.10, for a point of non-tangency;

4) **S 39°33'33" E** for a distance of **10.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 203.00 feet left of proposed Corridor C baseline station 165+18.10, for the beginning of a non-tangent curve to the left;

5) Along said non-tangent curve to the left, having a delta angle of **19°29'52",** a radius of **1997.00** feet, an arc length of **679.58** feet and a chord which bears **N 40°41'31" E** for a distance of **676.31** feet to an iron rod with aluminum cap stamped "ROW 4933" set 203.00 feet left of proposed Corridor C baseline station 172+66.76, for a point of non-tangency;

6) **S 59°03'25" E** for a distance of **10.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet left of proposed Corridor C baseline station 172+66.76, for the beginning of a non-tangent curve to the left;

7) Along said non-tangent curve to the left, having a delta angle of **07°00'55",** a radius of **2007.00** feet, an arc length of **245.73** feet and a chord which bears **N 27°26'07" E** for a distance of **245.58** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet left of proposed Corridor C baseline PT station 175+36.13, for a point of tangency;

8) **N 23°55'39" E** for a distance of **751.09** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet left of proposed Corridor C baseline station PC 182+87.22, for the beginning of a curve to the right;

9) Along said curve to the right, having a delta angle of **09°42'34",** a radius of **2393.00** feet, an arc length of **405.53** feet and a chord which bears **N 28°46'57" E** for a distance of **405.04** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet left of proposed Corridor C baseline station 186+60.04, for a point of non-tangency;

10) **N 56°21'46" W** for a distance of **20.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet left of proposed Corridor C baseline station 186+60.04, for the beginning of a non-tangent curve to the right;

11) Along said non-tangent curve to the right, having a delta angle of **00°49'14",** a radius of **2413.00** feet, an arc length of **34.56** feet and a chord which bears **N 34°02'51" E** for a distance of **34.56** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet left of proposed Corridor C baseline station 186+91.55, being in the easterly boundary line of said 172.51 acre tract, same being in the westerly boundary line of that called 134.52 acre tract of land cited in Special Warranty Deed to Kathryn J. Carlton as Trustee of the Kathryn J. Carlton Revocable Living Trust recorded in Document No. 2016089829 and described in Document No. 2016027127 both of the Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described tract, and from which, a 1/2" iron rod found, being an angle point in the easterly boundary line of said 172.51 acre tract, same being the northwesterly corner of said 134.52 acre tract, also being the southwesterly corner of that called 83.23 acre Tract 4 described in Warranty Deed to J. A. Davidson Holdings, L.P. (undivided 1/2 Interest) recorded in Document No. 2001027783 and also described in Executor's Distribution Deed to Pamela G. Martin, Dennis L. Davidson and James A. Davidson Jr. (undivided 1/2 interest) recorded in Document No. 2001072772, both of the Official Public Records of Williamson County, Texas bears N 21°36'46" W at a distance of 62.19 feet;

12) **THENCE,** departing said proposed northwesterly ROW line, with the common boundary line of said 172.51 acre tract and said 134.52 acre tract, **S 21°36'46" E** for a distance of **514.18** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet right of proposed Corridor C baseline station 183+75.87 in the proposed southeasterly ROW line, for the southeasterly corner of the herein described tract, and from which, an iron rod found in the ostensible survey line of said Woodruff Stubblefield and the John McQueen Survey Abstract No. 426, being the southwesterly corner of said 134.52 acre tract, same being the southeasterly corner of said 172.51 acre tract, also being in the northerly boundary line of that called 3.99 acre tract of land described in Warranty Deed to Jerry J. Cazares and Maria R. Cazares recorded in Document No. 2006026815 of the Official Public Records of Williamson County, Texas bears S 21°36'46" E at a distance of 1257.83 feet;

THENCE, departing said 134.52 acre tract, through the interior of said 172.51 acre tract, with said proposed southeasterly ROW line, the following three (3) courses:

13) Along a curve to the left, having a delta angle of **02°18'31",** a radius of **2007.00** feet, an arc length of **80.87** feet and a chord which bears **S 25°04'55" W** for a distance of **80.86** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet right of proposed Corridor C baseline PC station 182+87.22, for a point of tangency;

14) **S 23°55'39" W** for a distance of **751.09** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet right of proposed Corridor C baseline PT station 175+36.13, for the beginning of a curve to the right;

15) Along said curve to the right, having a delta angle of **37°16'09",** a radius of **2393.00** feet, an arc length of **1556.57** feet and a chord which bears **S 42°33'44" W** for a distance of **1529.28** feet to the **POINT OF BEGINNING**, containing 23.062 acres, (1,004,568 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 3 DEC 2019

M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

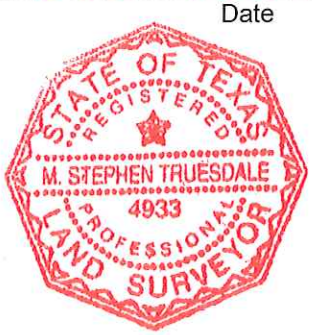
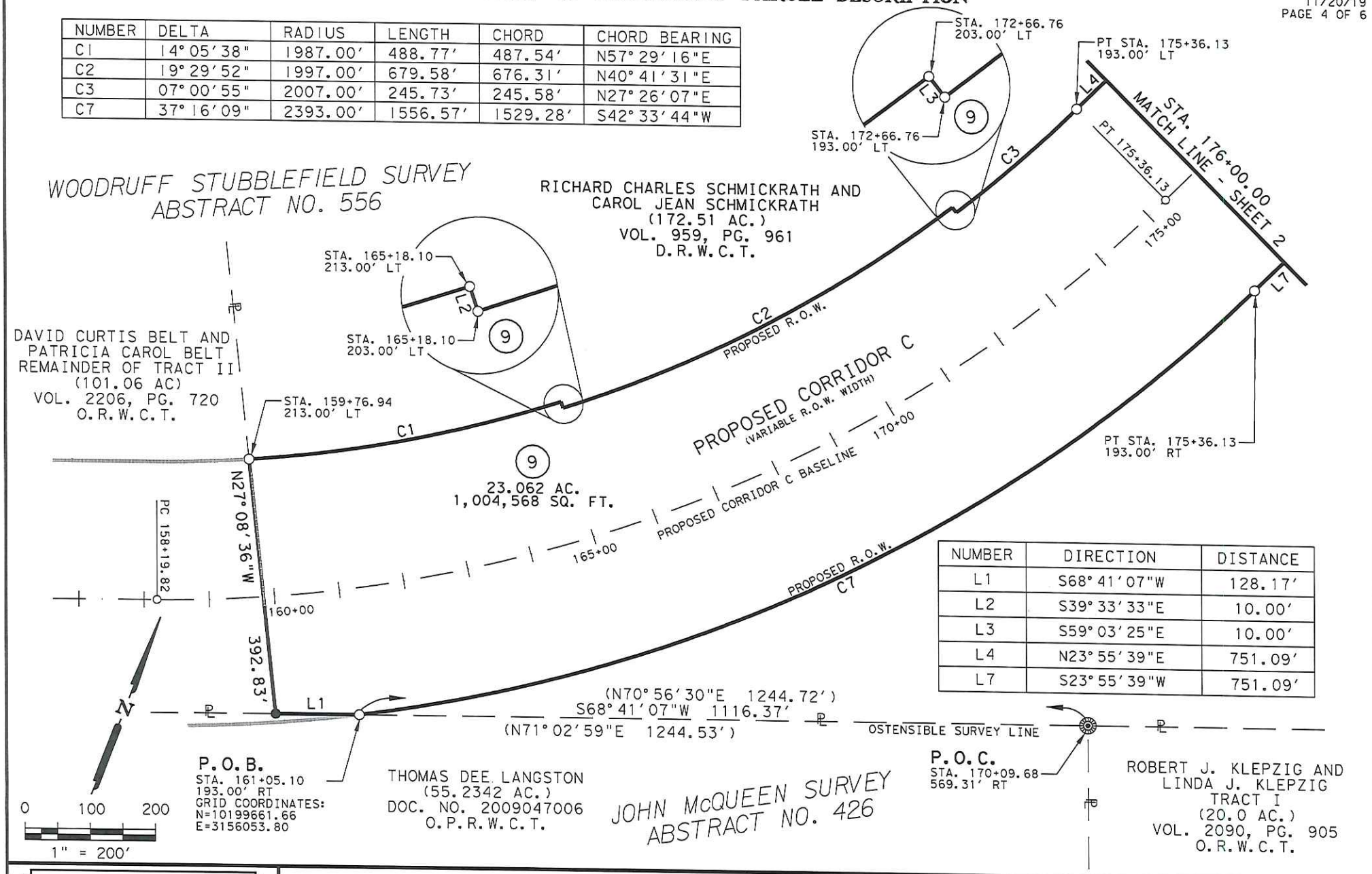


EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	14°05'38"	1987.00'	488.77'	487.54'	N57°29'16"E
C2	19°29'52"	1997.00'	679.58'	676.31'	N40°41'31"E
C3	07°00'55"	2007.00'	245.73'	245.58'	N27°26'07"E
C7	37°16'09"	2393.00'	1556.57'	1529.28'	S42°33'44"W



NUMBER	DIRECTION	DISTANCE
L1	S68°41'07"W	128.17'
L2	S39°33'33"E	10.00'
L3	S59°03'25"E	10.00'
L4	N23°55'39"E	751.09'
L7	S23°55'39"W	751.09'

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
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PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

RICHARD CHARLES SCHMICKRATH AND CAROL JEAN SCHMICKRATH

SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	CORRIDOR C

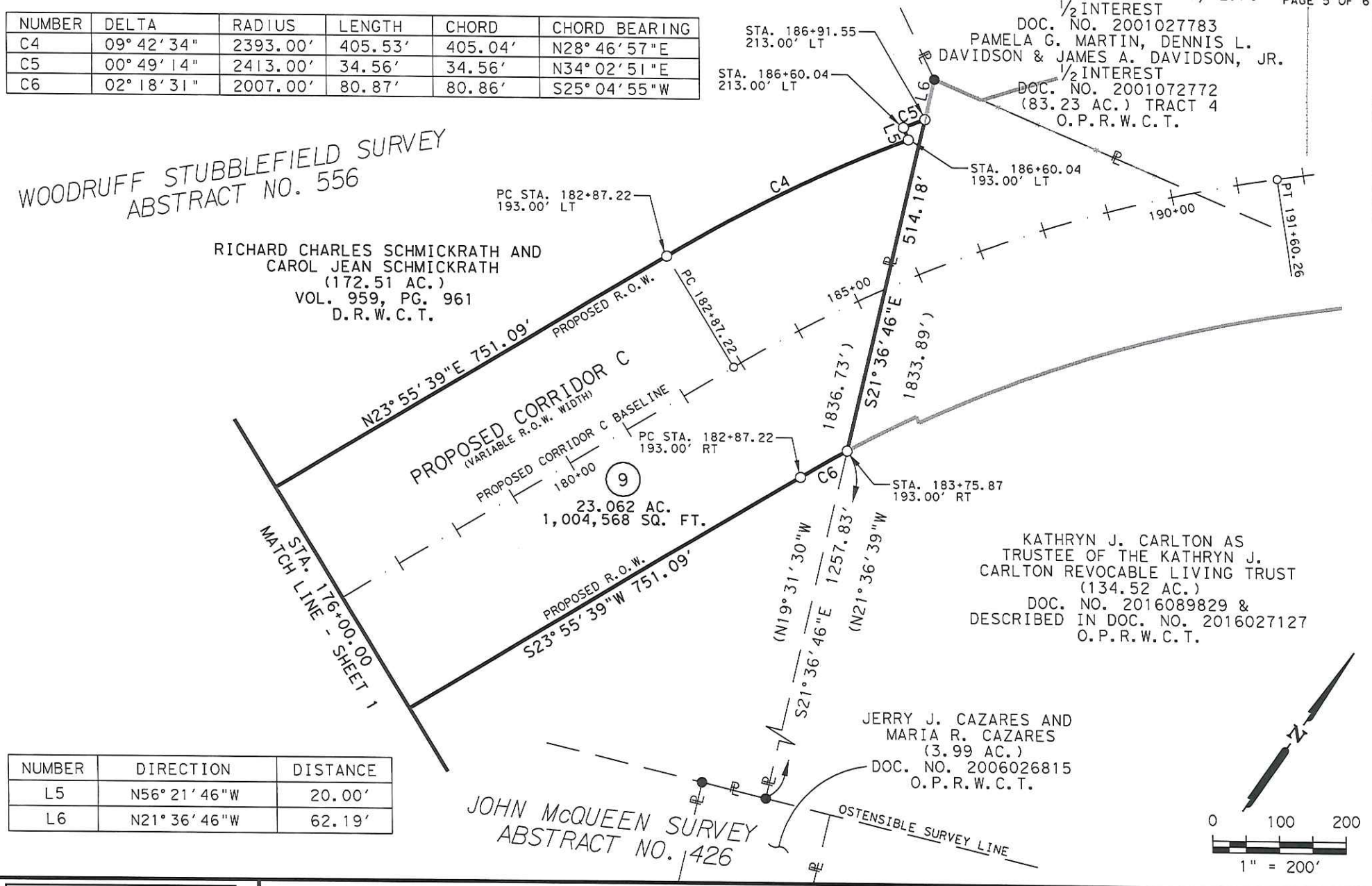
PARCEL 9

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 9-SCHMICKRATH\PARCEL 9-SCHMICKRATH-REV.dgn

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C4	09°42'34"	2393.00'	405.53'	405.04'	N28°46'57"E
C5	00°49'14"	2413.00'	34.56'	34.56'	N34°02'51"E
C6	02°18'31"	2007.00'	80.87'	80.86'	S25°04'55"W



NUMBER	DIRECTION	DISTANCE
L5	N56°21'46"W	20.00'
L6	N21°36'46"W	62.19'

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
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PARCEL PLAT SHOWING PROPERTY OF

RICHARD CHARLES SCHMICKRATH AND CAROL JEAN SCHMICKRATH

SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 9

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 9-SCHMICKRATH\PARCEL 9-SCHMICKRATH-PG2-REV.dgn

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
□	IRON ROD FOUND W/TXDOT ALUMINUM CAP
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP, AS NOTED
✡	FENCE POST FOUND
△	CALCULATED POINT
○	IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)
◉	IRON PIPE FOUND
◎	AXLE FOUND

℄	CENTER LINE
ℙ	PROPERTY LINE
( )	RECORD INFORMATION
—/\—	LINE BREAK
	LAND HOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO.1933224-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 29, 2019, ISSUE DATE SEPTEMBER 9, 2019.

10A. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 335, PAGE 257, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

B. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 379, PAGE 652, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

C. TERMS, CONDITIONS, AND STIPULATIONS IN THE EASEMENTS AGREEMENT RECORDED IN VOUME 956, PAGE 583, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

D. TERMS, CONDITIONS, AND STIPULATIONS IN THE BOUNDARY LINE AGREEMENT RECORDED IN VOLUME 959, PAGE 967, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

E. EASEMENT GRANTED TO CENTRAL TELEPHONE COMPANY OF THE SOUTHWEST RECORDED IN VOLUME 1216, PAGE 471, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 3 DEC 2019

DATE:

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

	ACRES	SQUARE FEET
ACQUISITION	23.062	1,004,568
CALC/DEED AREA	172.51	7,514,536
REMAINDER AREA	149.45	6,509,968

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

RICHARD CHARLES SCHMICKRATH AND CAROL JEAN SCHMICKRATH

SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 9

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 9-SCHMICKRATH\PARCEL 9-SCHMICKRATH-REV.dgn

Commissioners Court - Regular Session **117.**

Meeting Date: 07/21/2020

CR111 Resolution

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.89 acres) required for the construction of CR 111/Westinghouse Rd, and take appropriate action. (**DONNA H. GAWARECKI AS TRUSTEE FOR BRIAN MICHAEL GAWARECKI AND ADAM WAYNE GAWARECKI**)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wicker Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 11:42 AM

Form Started By: Charlie Crossfield Started On: 07/16/2020 11:36 AM

Final Approval Date: 07/16/2020

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.772 acres (Parcel 6) and 0.118 acres (Parcel 6DE) described by metes and bounds in Exhibit "A" and Exhibit " B" owned by **DONNA H. GAWARECKI AS TRUSTEE FOR BRIAN MICHAEL GAWARECKI AND ADAM WAYNE GAWARECKI** for the purpose of constructing, reconstructing, maintaining, and operating County Road 111 roadway improvements (Westinghouse Rd) ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2020.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel: 6
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 6

BEING 0.772 of an acre (33,629 Square Feet) of land, situated in the J. Mott Survey, Abstract No. 427, in Williamson County, Texas, said land being a portion of that certain tract of land, called 2.00 acres, as conveyed to Donna H. Gawarecki as Trustee for Brian Michael Gawarecki & Adam Wayne Gawarecki by deed as recorded in Volume 933, Page 846, of the Deed Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at a calculated point (Surface Coordinates determined as N=10190338.59, E=3142366.75) on the south line of County Road No. 111 (Westinghouse Road), for the Northeast corner of the above-referenced 2.00 acre Gawarecki tract being the west line of that certain tract of land as conveyed to the City of Georgetown by deed as recorded in Volume 1970, Page 497, of the Official Records of Williamson County, Texas, for the Northeast corner hereof, from which a ½-inch iron rebar found for the southwest corner of the above referenced 2.00 acre Gawarecki tract bears S 27°48'30" E, 263.91 feet;

THENCE, along the east line of the said 2.00 acre Gawarecki tract, being the west line of the said City of Georgetown tract, S 27°48'30" E, 91.55 feet to an iron pin set 71.96 feet right of Engineers Centerline Station 47+26.42 for the Southeast corner hereof;

THENCE, S 69°11'00" W, 227.65 feet to an iron pin set 68.00 feet right of Engineers Centerline Station 45+00.00; S 57°52'30" W, 101.98 feet to an iron pin set 88.00 feet right of Engineers Centerline Station 44+00.00; and S 69°11'00" W, 19.75 feet to an iron pin set 88.00 feet right of Engineers Centerline Station 43+80.25 on the west line of the said 2.00 acre Gawarecki tract, being an easterly line of that certain tract of land, called 60 acres, as conveyed to Donna Gawarecki Family Land Trust by deed recorded as Document No. 9707225 and 9816901, of the Official Records of Williamson County, Texas, for the Southwest corner hereof;

THENCE, N 28°56'00" W, 113.69 feet to a calculated point on the said south line of County Road No. 111, for the Northwest corner of the said 2.00 acre Gawarecki tract, being the most northerly Northeast corner of the said 60 acre Donna Gawarecki Family Land Trust tract, for the Northwest corner hereof;

THENCE, along the said south line of County Road No. 111, N 69°27'30" E, 352.30 feet to the Place of **BEGINNING** and containing 0.772 of an acre of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

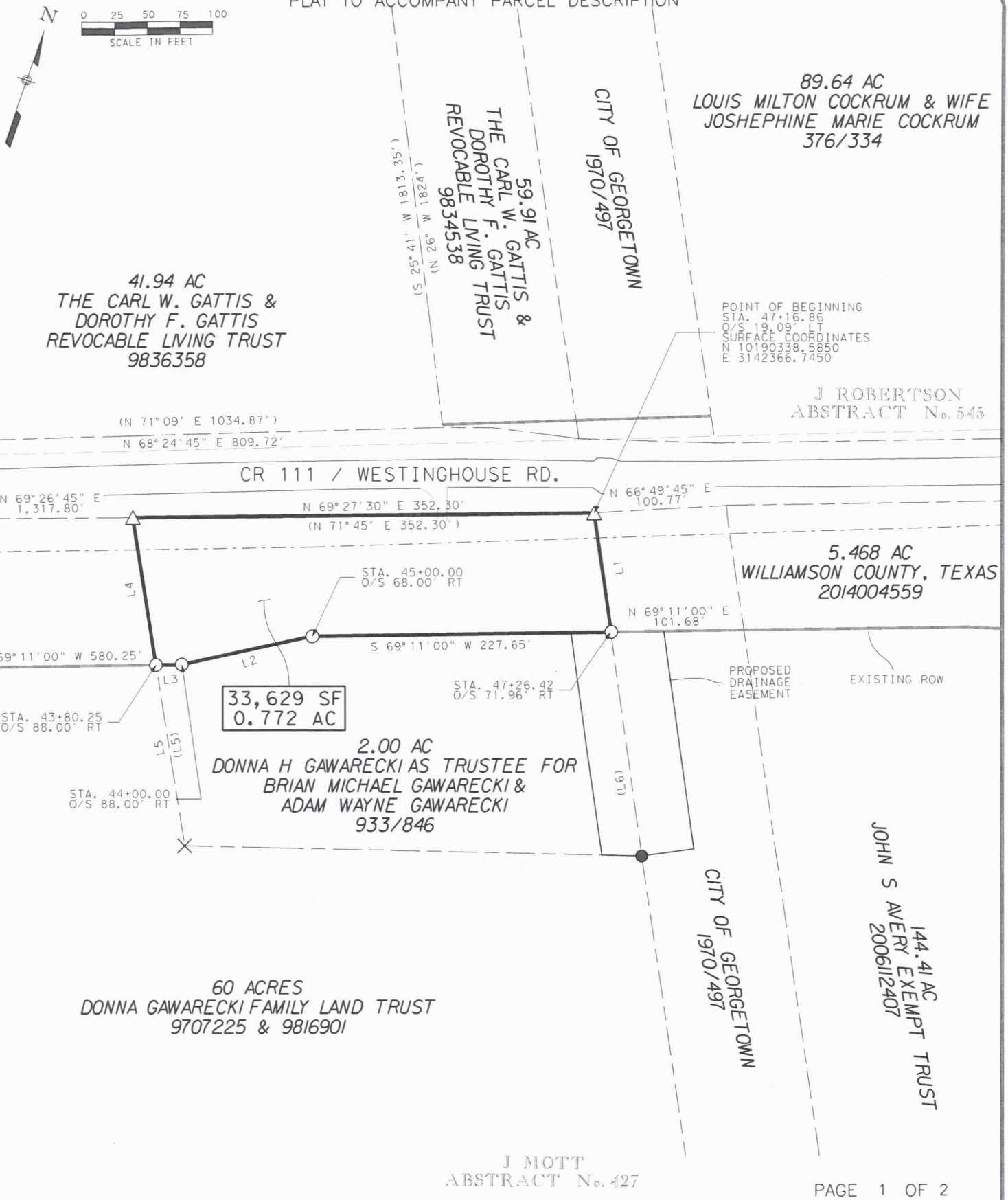
To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 15 day of December, 2016, A.D.

Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas

Project No. 22009-6

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 6.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION



STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TBPE FIRM F-181 TBLS FIRM No. 10007700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
DONNA GAWARECKI AS TRUSTEE FOR
BRIAN AND ADAM GAWARECKI

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	6	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

LEGEND

- ■ TYPE I CONCRETE MONUMENT FOUND
- ◘ TYPE II MONUMENT FOUND
- ◉ 1/2" IRON PIPE FOUND UNLESS NOTED
- ○ 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- ● 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- —/\— LINE BREAK
- × FENCE CORNER

CODE	BEARING	DISTANCE
L1	S 27°48'30" E	91.56'
L2	S 57°52'30" W	101.98'
L3	S 69°11'00" W	19.75'
L4	N 28°56'00" W	113.69'
(L5)	N 26°15' W	230.86'
L5	S 28°56'00" E	139.50'
(L6)	S 25°30' E	250.42'

NOTES:
ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):
1. TEXAS POWER & LIGHT COMPANY, VOL. 239, PG. 65
2. TEXAS POWER & LIGHT COMPANY, VOL. 296, PG. 166
3. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 401
4. SOUTHWESTERN STATES TELEPHONE COMPANY VOL. 438, PG. 46
5. SOUTHWESTERN STATES TELEPHONE COMPANY VOL. 450, PG. 263
6. TEXAS POWER & LIGHT COMPANY AND THE GENERAL TELEPHONE COMPANY, VOL. 1033, PG. 113
7. SPRINT COMMUNICATIONS COMPANY, L.P. & OTHERS DOCUMENT NO. 2015058336
8. AGREEMENT WITH MISSOURI-KANSAS-TEXAS RAILROAD COMPANY OF TEXAS, VOL. 245, PG. 163

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

12-15-16

PATRICK J. STEVENS
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
STATE OF TEXAS

STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TBPE FIRM F-181 TBLS FIRM No. 10001700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
DONNA GAWARECKI AS TRUSTEE FOR
BRIAN AND ADAM GAWARECKI

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	6	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

EXHIBIT B

County: Williamson
Parcel: 6DE
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 6DE

BEING 0.118 of one acre parcel (5,153 Square Feet) of land, situated in the J. Mott Survey, Abstract No. 427, in Williamson County, Texas, being a portion of a called 2.00 acre tract of land described in a Warranty Deed to Donna H. Gawarecki as Trustee for Brian Michael Gawarecki & Adam Wayne Gawarecki, recorded in Volume 933, Page 846, of the Deed Records of Williamson County, Texas. Said 0.118 of one acre parcel being more particularly described as follows:

COMMENCING at a 1/2-inch iron rebar found (Surface Coordinates = N: 10190293.74, E: 3142504.50) for the Southwest corner of a called 5.468 acre tract of land described in a Donation Special Warranty Deed to Williamson County, Texas recorded in Document No. 2014004559 of the Official Public Records of Williamson County, Texas, being the Northwest corner of the remainder portion of a called 144.41 acre tract of land described in a Warranty Deed with Vendor's Lien to John S. Avery Exempt Trust, recorded in Document No. 2006112407 of said Official Public Records, being in the East line of a tract of land described in a Special Warranty Deed to the City of Georgetown, recorded in Volume 1970, Page 497 of said Deed Records, and also being in the proposed Southeasterly right-of-way line of County Road No. 111, commonly known as Westinghouse Road (being a variable width right-of-way at this point), said ½-inch iron rebar found being 73.74 feet right of and at a right angle to Engineers Centerline Station 48+28.09, from which a 1/2-inch iron rebar found in the West line of said 5.468 acre tract and said East line of the City of Georgetown tract, bears North 28°31'45" West a distance of 77.06 feet;

THENCE South 69°11'00" West over and across said City of Georgetown tract and along said proposed Southeasterly right-of-way line of County Road No. 111, a distance of 101.68 feet to a 1/2-iron rebar with cap stamped "RPLS 5784" set in the East line of said 2.00 acre tract and the West line of said City of Georgetown tract, also being the Northeast corner and **POINT OF BEGINNING** (Surface Coordinates = N: 10190257.60, E: 3142409.46) of the herein described tract, said corner being 71.96 feet right of and at a right angle to Engineers Centerline Station 47+26.42;

THENCE **South 27°48'30" East** along said East line of the 2.00 acre tract and said West line of the City of Georgetown tract, a distance of **172.36** feet to a 1/2-inch iron rebar found for the Southeast corner of said 2.00 acre tract and being the Easterly Northeast corner of the remainder portion of a called 60 acre tract of land described in Gift Deeds to Donna Gawarecki Family Land Trust, recorded in Document Nos. 1997007225 and 1998016901 of said Official Public Records;

THENCE **South 71°18'45" West** along the South line of said 2.00 acre tract and a North line of said remainder portion of the 60 acre tract, a distance of **30.38** feet to the Southwest corner of the herein described tract;

THENCE **North 27°48'30" West** over and across said 2.00 acre tract, a distance of **171.22** feet to the Northwest corner of the herein described tract and being in said proposed Southeasterly right-of-way line of County Road No. 111, from which a 1/2-iron rebar with cap stamped "RPLS 5784" set for an angle point in said proposed Southeasterly right-of-way line of County Road No. 111, bears South 69°11'00" West a distance of 197.42 feet;

THENCE **North 69°11'00" East** continuing over and across said 2.00 acre tract and along said proposed Southeasterly right-of-way line of County Road No. 111, a distance of **30.22** feet to the **POINT OF BEGINNING** and containing 0.118 of one acre of land more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (2011 Adjustment), referenced to the Leica Smartnet Network. Coordinates and distances shown hereon are surface values represented in U.S. Survey Feet. The project grid-to-surface combined adjustment factor is 1.00013.

This property description is accompanied by a separate plat of even date.

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

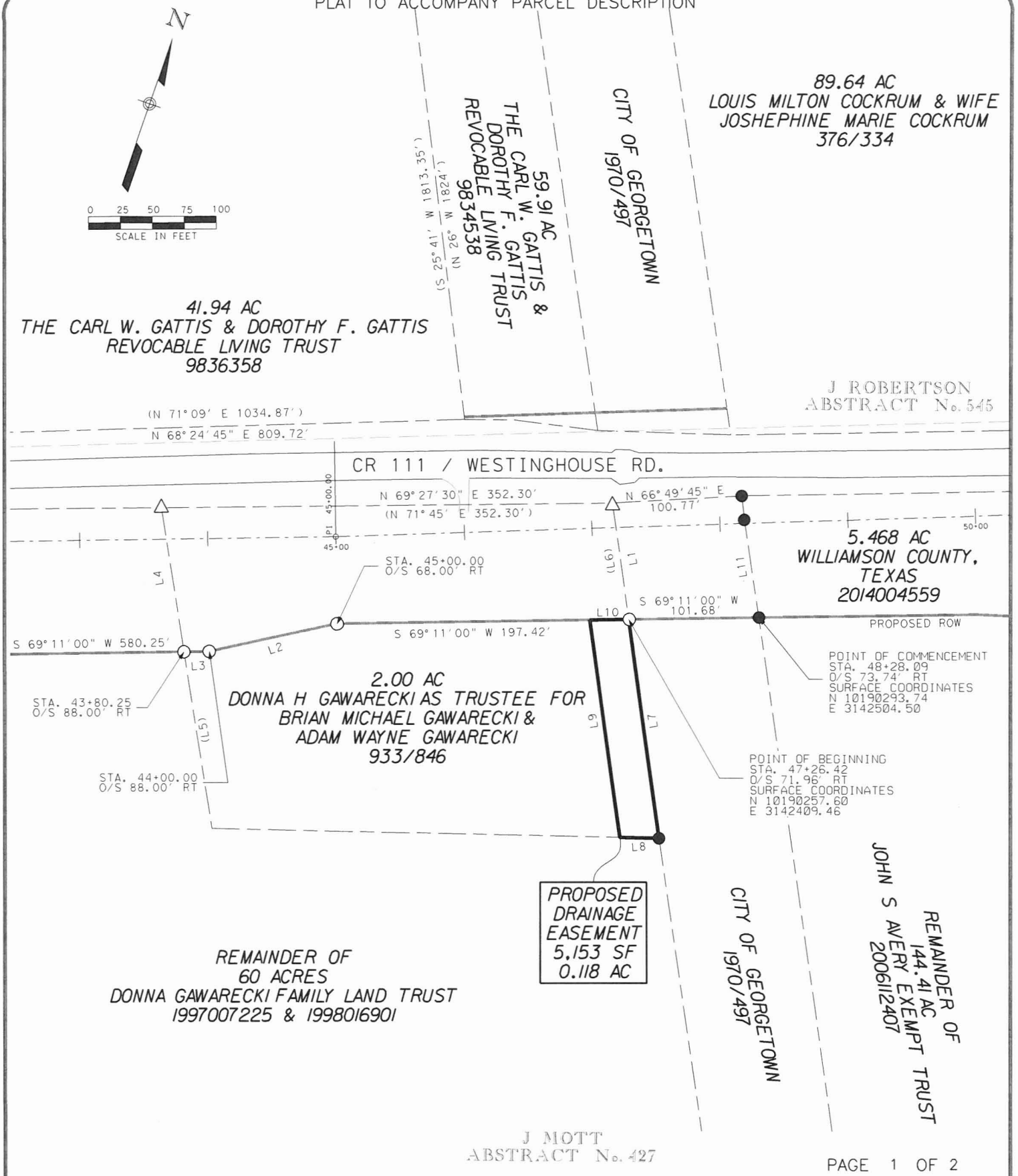
I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein under my supervision and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 15 day of December, 2016, A.D.

Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 6DE.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION



STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TBPE FIRM F-181 TBLS FIRM No. 10001700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
DONNA GAWARECKI AS TRUSTEE FOR
BRIAN AND ADAM GAWARECKI

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	6DE	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

LEGEND

- ■ TYPE I CONCRETE MONUMENT FOUND
- ◘ TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ○ 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- ● 1/2" IRON REBAR FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- LINE BREAK
- × FENCE CORNER

CODE	BEARING	DISTANCE
L1	S 27°48'30" E	91.55'
L2	S 57°52'30" W	101.98'
L3	S 69°11'00" W	19.75'
L4	N 28°56'00" W	113.69'
(L5)	N 26°15' W	230.86'
(L6)	S 25°30' E	250.42'
L7	S 27°48'30" E	172.36'
L8	S 71°18'45" W	30.38'
L9	N 27°48'30" W	171.22'
L10	N 69°11'00" E	30.22'
L11	N 28°31'45" W	77.06'

NOTES:
ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):
1. TEXAS POWER & LIGHT COMPANY, VOL. 239, PG. 65
2. TEXAS POWER & LIGHT COMPANY, VOL. 296, PG. 166
3. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 401
4. SOUTHWESTERN STATES TELEPHONE COMPANY VOL. 438, PG. 46
5. SOUTHWESTERN STATES TELEPHONE COMPANY VOL. 450, PG. 263
6. TEXAS POWER & LIGHT COMPANY AND THE GENERAL TELEPHONE COMPANY, VOL. 1033, PG. 113
7. SPRINT COMMUNICATIONS COMPANY, L.P. & OTHERS DOCUMENT NO. 2015058336
8. AGREEMENT WITH MISSOURI-KANSAS-TEXAS RAILROAD COMPANY OF TEXAS, VOL. 245, PG. 163

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

12-15-16

PATRICK J. STEVENS
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
STATE OF TEXAS

STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TBPE FIRM F-161 TBLS FIRM No. 10003700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
DONNA GAWARECKI AS TRUSTEE FOR
BRIAN AND ADAM GAWARECKI

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	6DE	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

Commissioners Court - Regular Session **118.**

Meeting Date: 07/21/2020

CR 111 Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (3.192 acres) required for the construction of CR 111/Westinghouse Rd, and take appropriate action. (DONNA WICKER, TRUSTEE OF THE HULLUM FAMILY LAND TRUST AND TRUSTEE OF THE GAWARECKI FAMILY LAND TRUST)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wicker Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 12:00 PM

Form Started By: Charlie Crossfield Started On: 07/16/2020 11:41 AM

Final Approval Date: 07/16/2020

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 3.192 acres (Parcel 05) described by metes and bounds in Exhibit "A" owned by **DONNA WICKER, TRUSTEE OF THE HULLUM FAMILY LAND TUST AND TRUSTEE OF THE GAWARECKI FAMILY LAND TRUST,** for the purpose of constructing, reconstructing, maintaining, and operating CR 111 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2020.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel: 5
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 5

BEING 3.192 acres (139,035 Square Feet) of land, situated in the J. Mott Survey, Abstract No. 427, in Williamson County, Texas, said land being a portion of that certain tract of land, called 60 acres, as conveyed to Donna Gawarecki Family Land Trust by deeds recorded as Document No. 9707225 and 9816901 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at a calculated point (Surface Coordinates determined as N=10190214.96, E= 3142036.85) on the south line of County Road No. 111 (Westinghouse Road), for the most northerly Northeast corner of the above-referenced 60 acre Donna Gawarecki Family Land Trust tract, being the Northwest corner of that certain tract of land called 2.00 acres, as conveyed to Donna H. Gawarecki as Trustee for Brian Michael Gawarecki & Adam Wayne Gawarecki by deed as recorded in Volume 933, Page 846, of the Deed Records of Williamson County, Texas, for the Northeast corner hereof, from which a fence corner found for the southwest corner of said 2.00 acre tract bears S 28°56'00" E, 253.19 feet;

THENCE, along an easterly line of the said 60 acre Donna Gawarecki Family Land Trust tract, being the west line of the said 2.00 acre Gawarecki tract, S 28°56'00" E, 113.69 feet to an iron pin set 88.00 feet right of Engineers Centerline Station 43+80.25 for the Southeast corner hereof;

THENCE, S 69°11'00" W, 580.25 feet to an iron pin set 88.00 feet right of Engineers Centerline Station 38+00.00; S 80°29'45" W, 101.98 feet to an iron pin set 68.00 feet right of Engineers Centerline Station 37+00.00 and S 69°11'00" W, 652.45 feet to an iron pin set 68.00 feet right of Engineers Centerline Station 30+47.55 on the west line of the said 60 acre Donna Gawarecki Family Land Trust tract, being the east line of that certain tract of land, called 60 acres, as conveyed to Danny Hullum Family Land Trust by deed recorded as Document No. 9707226 and Document No. 9816900 of the Official Records of Williamson County, Texas, for the Southwest corner hereof;

THENCE, N 21°28'30" W, 98.54 feet to an iron pin set 30.53 feet left of Engineers Centerline Station 30+46.42 on the said south line of County Road No. 111, for the Northwest corner of the said 60 acre Donna Gawarecki Family Land Trust tract, being the Northeast corner of the said 60 acre Danny Hullum Family Land Trust tract, for the Northwest corner hereof;

THENCE, along the said south line of County Road No. 111, N 69°26'45" E, 1,317.80 feet to the Place of **BEGINNING** and containing 3.192 acres of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

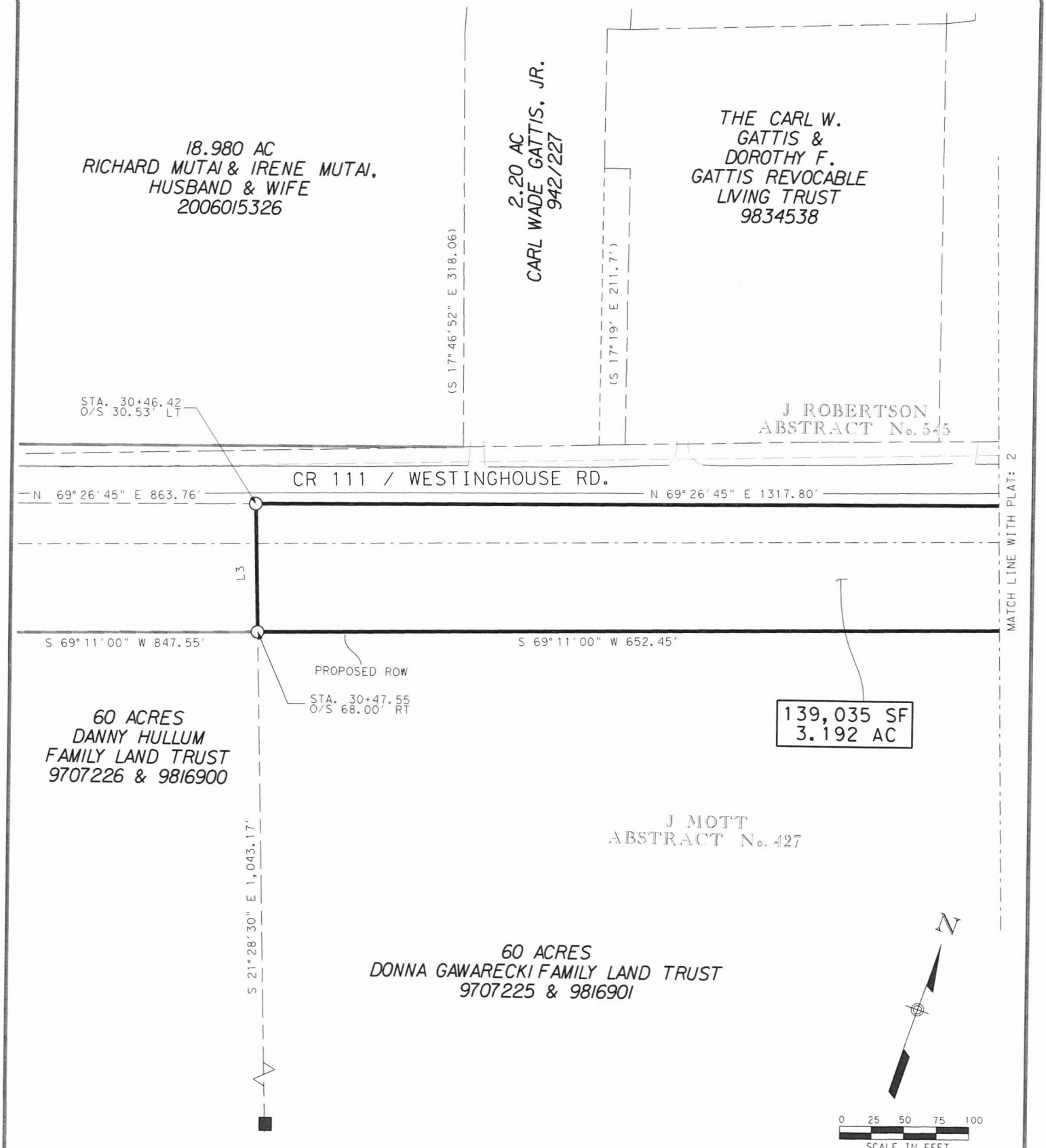
To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 15 day of December, 2016, A.D.

Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas

Project No. 22009-5

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 5.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION



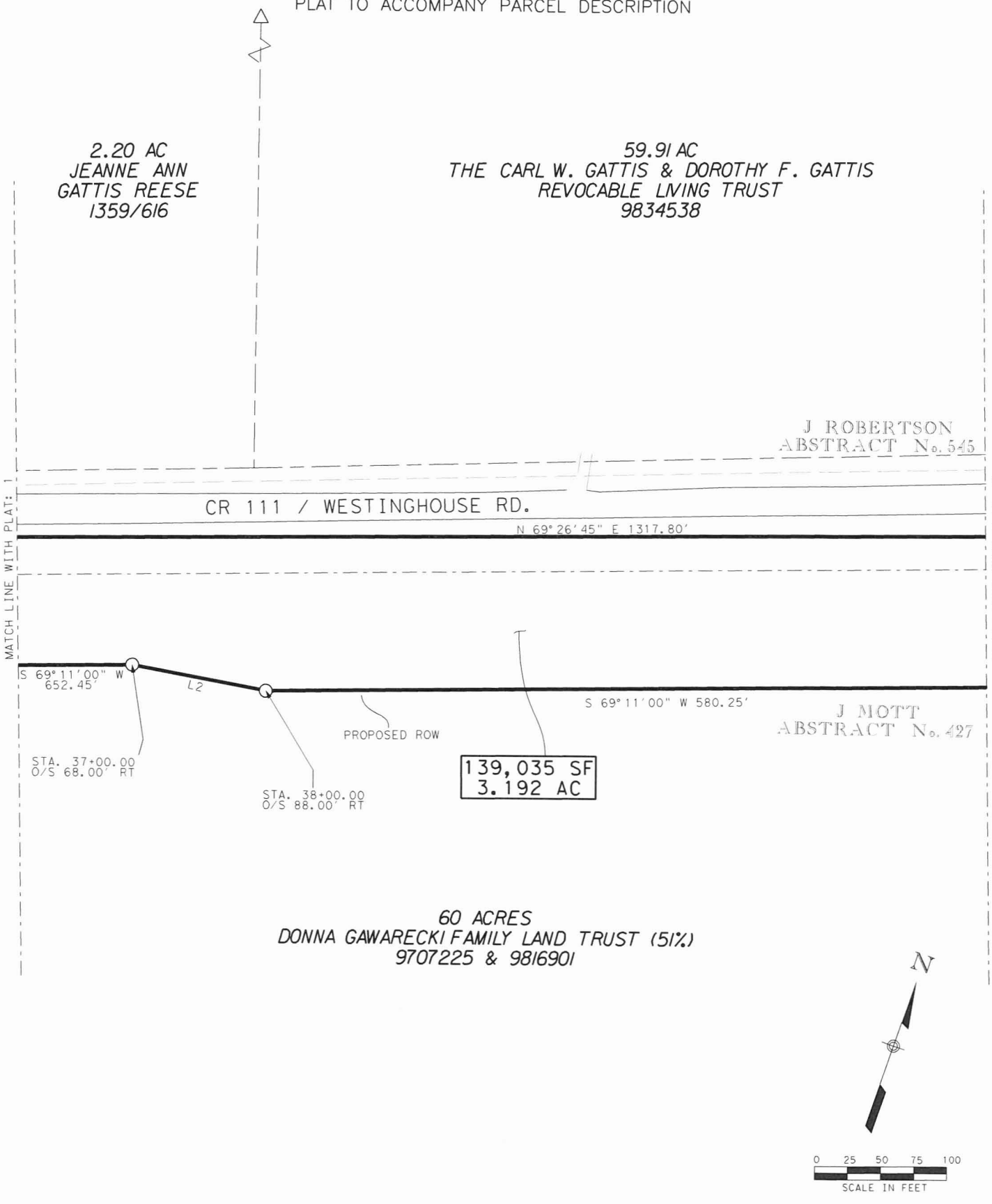
STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TBPE/TBPLS FIRM No. 10001700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
DONNA GAWARECKI FAMILY LAND TRUST

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	5	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

PLAT TO ACCOMPANY PARCEL DESCRIPTION



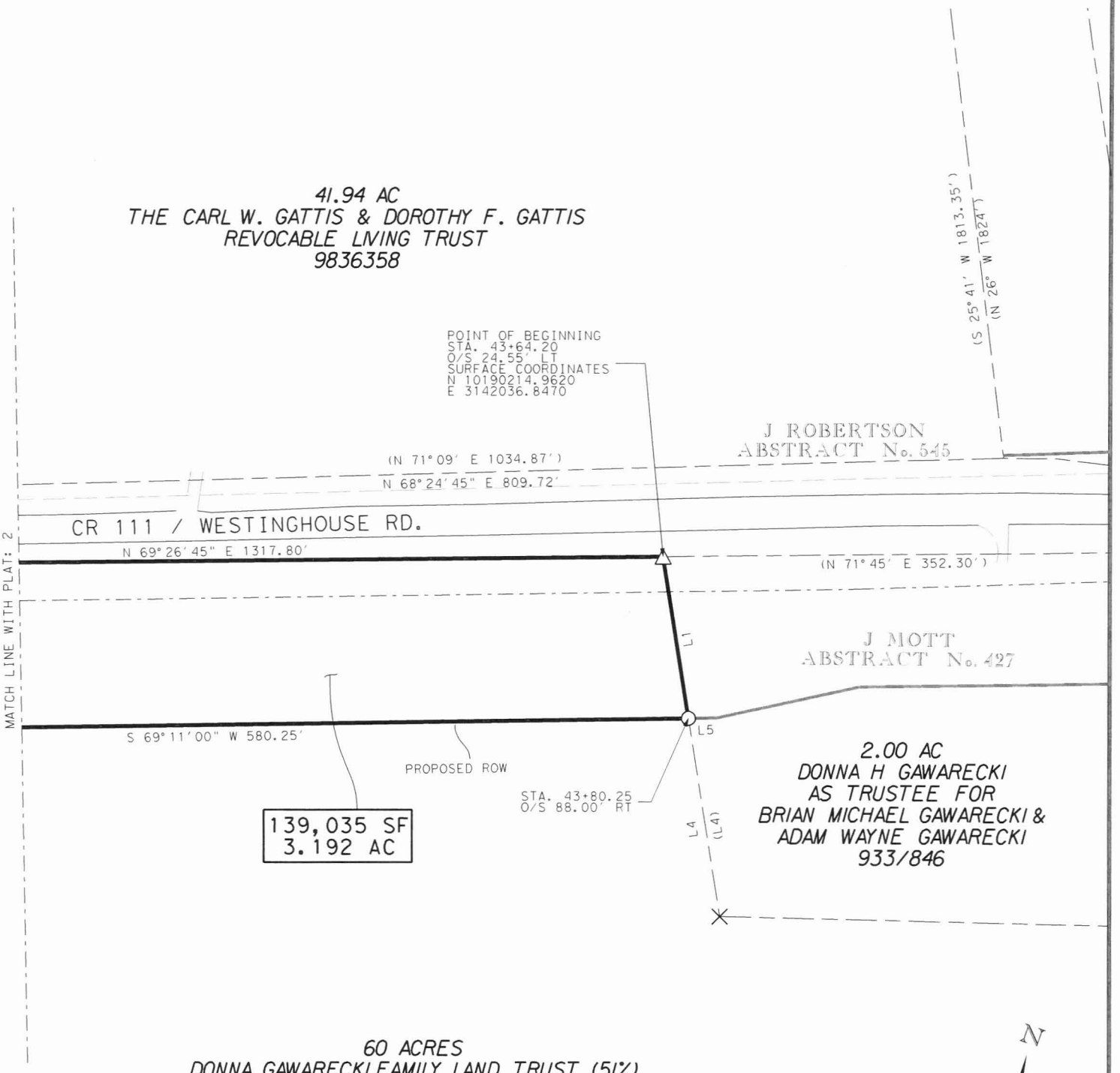
STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TBPE FIRM F-181 TBLS FIRM No. 10001700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
DONNA GAWARECKI FAMILY LAND TRUST

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	5	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

PLAT TO ACCOMPANY PARCEL DESCRIPTION



STEGER BIZZELL
ADDRESS: 1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626
METRO: 512.930.9412 | TBPE FIRM F-181 TBPLS FIRM No. 10001700 | WEB: STEGERBIZZELL.COM
SERVICES: >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
DONNA GAWARECKI FAMILY LAND TRUST

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	5	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

LEGEND

- ■ TYPE I CONCRETE MONUMENT FOUND
- ◘ TYPE II MONUMENT FOUND
- ◉ 1/2" IRON PIPE FOUND UNLESS NOTED
- ○ 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- ● 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- —/\— LINE BREAK
- × FENCE CORNER

CODE	BEARING	DISTANCE
L1	S 28°56'00" E	113.69'
L2	S 80°29'45" W	101.98'
L3	N 21°28'30" W	98.54'
(L4)	N 26°15' W	250.86'
L4	N 28°56'00" W	139.50'
L5	N 69°11'00" E	19.75'

NOTES:
ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):
1. TEXAS POWER & LIGHT COMPANY, VOL. 239, PG. 65
2. TEXAS POWER & LIGHT COMPANY, VOL. 296, PG. 166
3. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 401
4. SOUTHWESTERN STATES TELEPHONE COMPANY VOL. 438, PG. 46
5. SOUTHWESTERN STATES TELEPHONE COMPANY VOL. 450, PG. 263
6. SPRINT COMMUNICATIONS COMPANY, L.P. & OTHERS DOCUMENT NO. 2015058336
7. AGREEMENT WITH MISSOURI-KANSAS-TEXAS RAILROAD COMPANY OF TEXAS, VOL. 245, PG. 163

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

12-15-16

PATRICK J. STEVENS
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
STATE OF TEXAS

STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TBPE FIRM F-101 TBLS FIRM No. 10003700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
DONNA GAWARECKI FAMILY LAND TRUST

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	5	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

Commissioners Court - Regular Session **119.**

Meeting Date: 07/21/2020

SE Loop Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Jo Ann Doris Boyd for right of way needed on the Southeast Loop project. (Parcel 8) Funding Source: Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Boyd Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2020 11:58 AM

Form Started By: Charlie Crossfield Started On: 07/16/2020 11:45 AM

Final Approval Date: 07/16/2020

REAL ESTATE CONTRACT
Southeast Loop—Corridor A1

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **JO ANN DORIS BOYD** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

1.01. By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> **All of that certain 0.64 acres of land, more particularly described as Lot 1, Block B, LAKESIDE ESTATES, PHASE 1-A, according to the map or plat thereof, recorded in Cabinet R, Slide 394, Plat Records, corrected by Document No. 2000022891, Official Public Records, Williamson County, Texas. (Parcel 8)**;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title, and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

1.02. Seller and Purchaser agree that Seller will retain title to the following improvements located on the Property: the refrigerator, any and all kitchen cabinets, and any and all outdoor sheds (hereinafter referred to as the "Retained Improvements"). Seller agrees to remove the Retained Improvements from the Property on or before September 3, 2020, subject to such extensions of time as may be authorized by Purchaser in writing. In the event Seller fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of the Retained Improvements not removed shall pass to Purchaser, its successors, and assigns.

1.03 Seller agrees to deliver possession of the Property to Purchaser not later than 30 days after closing, but in no event shall Seller maintain possession after September 3, 2020. This section shall survive Closing.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, and any damage to or cost to cure the remaining property of Seller shall be the sum of THREE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 Dollars ($325,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser) at or prior to the Closing.

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing unless specifically excepted herein.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof; and

(3) The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before August 4, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing, Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", in the form as shown in Exhibit "B" attached hereto and incorporated herein, free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable;

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable;" and

(d) Seller agrees to deliver possession of the Property to Purchaser not later than 30 days after closing, but in no event shall Seller maintain possession after September 3, 2020.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

6.01. In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

7.01 In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

Jo Ann Doris Boyd
JO ANN DORIS BOYD

Address: 102 Little Lake Rd
Hutto, TX 78634

Date: 7.16.20

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

Exhibit A:
Property Description

0.64 acre total acquisition
R393538

Exhibit B:
Deed to be Executed at Closing

Parcel 8

DEED
Corridor SE Loop

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That **JO ANN DORIS BOYD**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> **All of that certain 0.64 acres of land, more particularly described as Lot 1, Block B, LAKESIDE ESTATES, PHASE 1-A, according to the map or plat thereof, recorded in Cabinet R, slide 394, Plat Records, corrected by Document No. 2000022891, Official Public Records, Williamson County, Texas. (Parcel 8)**;

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: Fridge, kitchen cabinets, and outdoor sheds.

Grantor covenants and agrees to remove the Retained Improvements from the Propert y on or before the earlier of September 3, 2020, subject to such extensions of time as may be authorized by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2020.

GRANTOR:

_____
Jo Ann Doris Boyd

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by Jo Ann Doris Boyd, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

Commissioners Court - Regular Session **120.**

Meeting Date: 07/21/2020

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: O'Connor Signal Project
d) Discuss the acquisition of real property: CR 200
e) Discuss the acquisition of real property for County Facilities.
f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
g) Discuss the acquisition of real property for SH 29 @ DB Wood.
h) Discuss the acquisition of real property for Hairy Man Rd.
i) Discuss the acquisition of real property for N. Mays.
j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
k) Discuss the acquisition of real property for CR 111.
l) Discuss the acquisition of real property for Corridor H
m) Discuss the acquisition of real property for future SH 29 corridor.
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/Corridor A.
s) Discuss the acquisition of right-of-way for Reagan extension.
t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
u) Discuss the acquisition of real property on CR 451.
v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
x) Discuss the acquisition of real property needed on CR 450.
y) Discuss the acquisition of the MKT Right of Way

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 a release of easement on CR 366.

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

i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas

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	07/16/2020 09:58 AM
Form Started By: Charlie Crossfield		Started On: 07/16/2020 09:37 AM
Final Approval Date: 07/16/2020		

Commissioners Court - Regular Session **121.**

Meeting Date: 07/21/2020

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
j) Project Co-Op
k) Project Liberty

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	07/16/2020 09:59 AM

Form Started By: Charlie Crossfield Started On: 07/16/2020 09:40 AM

Final Approval Date: 07/16/2020