NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
August 18, 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 – 60)

4. Discuss, consider, and take appropriate action on a line item transfer for Regional Animal Shelter Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545.0545.004999	Misc.	$6379
To	0545.0545.004510	Fac. Repairs	$6379
From	0545.0545.004210	Internet	$900
To	0545.0545.004510	Fac. Repairs	$900
From	0545.0545.003804	Immunizations	$1800
To	0545.0545.004510	Fac. Repairs	$1800
From	0545.0545.003100	Office Supplies	$3000
To	0545.0545.003318	Janitorial Supplies	$1500

To	0545.0545.004975	Animal Care	$1500
From	0545.0545.003301	Gasoline	$450
To	0545.0545.003200	Medical Supplies	$450
From	0545.0545.003804	Immunizations	$1000
To	0545.0545.003200	Medical Supplies	$1000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003301	Gasoline	$160,000
To	0882.0882.003524	Sublets	$100,000
To	0882.0882.003523	Parts	$60,000

6. Discuss, consider, and take appropriate action on a line item transfer for Facilities.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004100	Professional Services	$5,150.00
From	0100.0509.004500	Maintenance Services	$1,850.00
To	0100.0509.003301	Gasoline	$7,000.00

7. Discuss, consider and take appropriate action on a line item transfer for Fire Marshal Special Operations.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0542-004412	Errors & Omissions Ins.	$2,481.00
From	0100-0542-005741	Computer Software > $5,000	$998.56
To	0100-0542-004541	Vehicle Repairs & Maintenance	$3,479.56

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100.0583.003900	Membership Dues	$2000.00
To:	0100.0583.004100	Professional Services	$2000.00
From:	0100.0540.005700	Vehicles > $5,000	$6000.00

To:	0100.0583.004100	Professional Services	$6000.00

9. Discuss, consider and take appropriate action on a line item transfer for the County Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Legislative Dollars	$10,765.00
To	0100.0475.001107	Temp Labor-Seasonal Help	$10,000.00
To	0100.0475.002010	FICA	$765.00

10. Discuss, consider and take appropriate action on approving a line item transfer for the County Treasurer.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0497-004300	Courier Service	10,000
To	0100-0497-004219	Bank Charges	10,000

11. Discuss, consider and take appropriate action on a line item transfer for the Corrections Department of the County Sheriff.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003010	Computer Equipment < $5000.00	$2500.00
From	0100.0570.004350	Printed Materials & Binding	$2500.00
To	0100.0570.003200	Medical Supplies	$5000.00

12. Discuss, consider and take appropriate action on approving property tax refunds over $2,500.00 thru 07/31/2020 for the Williamson County Tax Assessor/Collector.

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

14. Discuss, consider and take appropriate action on a resolution authorizing the Presiding Officer of the Williamson County Commissioners Court to execute a Deed without Warranty from the City of Taylor, Texas, in trust for the use and benefit of the Taylor Independent School District, and Williamson County, Texas to The Housing Authority of the City of Taylor pertaining to part of Lots 1 and 2, Block 3, Washington Heights Addition described in Document #2009086069 of the Official Public Records, Williamson County, Texas (R018430).

15. Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including two (2) Chevy Tahoes, pursuant to Tx. Local Gov't Code 263.152.

16. Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Inter-departmental Transfer including one (1) Ford Explorer, pursuant to Tx. Local Gov't Code 263.152.

17. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through Sale to Insurance of one (1) Jeep Grand Cherokee, pursuant to Tx. Local Gov't Code 263.152.

18. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, July 2020 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

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

20. Discuss, consider and take appropriate action on appointing Lisa Birkman to the Georgetown ESD #8 board to fill the vacancy left by Richard Wilkes. The term is to commence immediately and continue until December 31, 2020.

21. Discuss, consider and take appropriate action to accept a donation of 3 cases of Gatorade and 3 cases of bottled water for the Sheriff's Office pursuant to Tex. Loc. Gov't Code 81.032.

22. Discuss, consider and take appropriate action on accepting St. Michael medallions and Back the Blue wristbands for the Motors Division of the Sheriff's Office from Mr. & Mrs. Mark Sturdivant pursuant to Tex. Loc. Gov't Code 81.032.

23. Discuss, consider and take appropriate action to accept mini gift bags for the Patrol deputies in the Sheriff's Office from Kim Chew pursuant to Tex. Loc. Gov't Code 81.032.

24. Discuss, consider and take appropriate action on approving the FY21 CSCD (Adult Probation) CSR Memorandum of Understanding.

25. Discuss, consider and take appropriate action on approving the FY21 CSCD (Adult Probation) Coop Agreement for Felony Pre-Trial Bond Services.

26. Discuss, consider and take appropriate action on approving the FY21 CSCD (Adult Probation) DWI-Drug Court Counselor Memorandum of Understanding.

27. Discuss, consider and take appropriate action on approving the Occupation and Use Agreement for staff caretaker at River Ranch County Park.

28. Discuss, consider and take appropriate action on approving participation in a Texas A&M Forest Service Oak Wilt Cost-Share Funding Program for Williamson County's River Ranch County Park; and authorize the County Judge to sign all necessary program documents including, but not limited to cost-share funding application documents, Landowner Acknowledgement Forms and other landowner related documents in relation to a Texas A&M Forest Service Oak Wilt Cost-Share Funding Program Project affecting contiguous tracts of land with multiple landowners adjacent to Williamson County's River Ranch County Park.

29. Discuss, consider and take appropriate action on approving the service contract between Legacy Arbor Care and Williamson County for Tree Pruning Project at Berry Springs Park and Preserve, in the not-to-exceed amount of $23,745.00, and authorizing the execution of the agreement.

30. Discuss, consider and take appropriate action on a one time purchase with Terms and Conditions for Emergency Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100.0583.003120	Printer Supplies	$370.00

31. Discuss, consider, and take appropriate action on approving an agreement for preventative maintenance for gym equipment at the Emergency Services Operations Center, with Fitness Services Unlimited, in the amount of $275 annually and authorizing the execution of the agreement.

32. Discuss, consider and take appropriate action on approving the agreement between Election Systems and Software, LLC. (ES&S) and Williamson County for Ballot on Demand Services pursuant to BuyBoard Contract #542-17 and authorizing execution of the agreement.

33. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Brycomm, LLC to provide and install a j-hook cable support system according to specifications in the attached proposal in the amount of $23,993.19 per the terms of DIR Contract #DIR-TSO-3698 and authorizing execution of the agreement.

34. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Brycomm, LLC to provide and install outside plant cabling according to specifications in the attached proposal in the amount of $9,704.50 per the terms of DIR Contract #DIR-TSO-3698 and authorizing execution of the agreement.

35. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Brycomm, LLC to provide and install outside plant cabling according to specifications in the attached proposal in the amount of $23,902.00 per the terms of DIR Contract #DIR-TSO-3698 and authorizing execution of the agreement.

36. Discuss, consider and take appropriate action on approving the purchase between Williamson County and SHI Government Solutions, Inc. for the Beyond Trust Software as per the attached quote for the amount of $82,729.49 per the terms of DIR Contract #DIR-TSO-4291 and authorizing execution of the purchase.

37. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Mythics, Inc. to provide Oracle Identity Services in the amount of $92,107.40 per the terms of DIR Contract #DIR-TSO-4158 and authorizing execution of the purchase.

38. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and ICSynergy International, LLC to implement Oracle Identity Cloud Service and provide Single Sign On for all Oracle Users in the amount of $20,000 and authorizing execution of the agreement.

39. Discuss, consider, and take appropriate action on approving the Licensing Agreement between Pictometry International Group and Williamson County in the annual amount of $2,810.50, and authorizing the execution of the agreement.

40. Discuss, consider and take appropriate action on awarding RFP #T1199 Lease of Residential Property - 9769 Highway 29 W Georgetown, TX 78628 to the overall highest scoring respondent Brenda Damer and authorizing execution of the Lease Agreement.

41. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Carrier Corporation to replace compressor 2 on chiller 2 at the Williamson County Justice Center in the amount of $21,890.00 per the terms of BuyBoard Contract #558-19 and authorizing execution of the agreement.

42. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Amstar, Inc to provide Exterior Paint and Elastomeric Coating to the Williamson County Round Rock Annex - Building B in the amount of $52,941.53 per the terms of Sourcewell Contract JOC #TX-CT-GC-121819-AMS and authorizing execution of the agreement.

43. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Hendrix Consulting Engineers to investigate existing issues with the domestic water heater venting system at the County Jail in the amount of $4,850.00 and authorizing execution of the agreement.

44. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Williamson County Facilities – Automatic Door Annual Preventative Maintenance and Emergency Services, under RFP #T1620.

45. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Exposition Center Pavilion Project (P474); Prime Construction Change Order #7 in the amount of $5,410.90. This change order is being funded by from owner's contingency.

46. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Exposition Center Pavilion Project (P474); Prime Construction Change Order #8 in the amount of $7,750.04. This change order is being funded by owner's contingency from within the original project budget.

47. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Exposition Center Pavilion Project (P474); Prime Construction Change Order #9 in the amount of $7,741.96. This change order is being funded by owner's contingency from within the original project budget.

48. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Exposition Center Pavilion Project (P474); Prime Construction Change Order #10 in the amount of $6,732.94. This change order is being funded by owner's contingency from within the original project budget.

49. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Exposition Center Pavilion Project (P474); Prime Construction Change Order #11 in the amount of $2,567.05. This change order is being funded by owner's contingency from within the original project budget.

50. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Exposition Center Pavilion Project (P474); Prime Construction Change Order #12 in the amount of $4,107.42. This change order is being funded by owner's contingency from within the original project budget.

51. Discuss, consider, and take appropriate action on accepting a report on the Williamson County River Ranch County Park Project (P315); Prime Construction Change Order #7 in the amount of $11,167.20. This change order is being funded by owner's contingency from within the original project budget.

52. Discuss, consider, and take appropriate action on accepting and approving Change Order #1 for the Williamson County River Ranch Interpretive Center Project (P465) with Prime Construction in the amount of $46,394.00. This change order is being funded by owner's contingency from within the original project budget.

53. Discuss, consider and take appropriate action regarding off Right of Way work proposed to be done by the Road and Bridge Division on IRA Florence, LLC property on CR 217.

54. Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $19,150.00 to expire on May 31, 2022 under Williamson County Contract for Surveying Services between Diamond Surveying and Williamson County dated May 19, 2020 for CR 278 East of CR 279. Funding source: P493.

55. Discuss, consider and take appropriate action on approval of the final plat for the Highlands at Mayfield Ranch Section 11 subdivision – Precinct 3.

56. Discuss, consider and take appropriate action on approval of the final plat of JSWSC CR 303 subdivision – Precinct 3.

57. Discuss, consider and take appropriate action on approval of the final plat for the Buckeye Estates subdivision – Precinct 2.

58. Discuss, consider and take appropriate action on approval of the final plat for the L R Williams Business Park Phase 3 subdivision – Precinct 3.

59. Discuss, consider and take appropriate action on approval of the final plat for the Siena South subdivision – Precinct 4.

60. Discuss, consider and take appropriate action on approval of the final plat for the Yanez-Moreno subdivision – Precinct 3.

REGULAR AGENDA

61. Discuss, consider and take appropriate action in relation to the Austin City Council's proposed cuts to their law enforcement budget.

62. Discuss, consider and take appropriate action on acknowledging Williamson County EMS as the recipient of the American Heart Association Mission Lifeline Gold Plus Award.

63. Discuss, consider, and take appropriate action on a presentation from the Williamson County Economic Development Partnership.

64. 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.

65. Discuss, consider and take appropriate action on amending the Public Services Funding Agreement with Bluebonnet Trails Community Center to increase the Extended Observation Unit beds from 12 beds to 13 beds for adults and increasing funding for one private psychiatric hospital bed for children assessed to require intensive level of care.

66. Discuss, consider, and take appropriate action on changes to merit allocations for FY21 to the Employee Policy Manual.

67. 10:00 Discuss, consider and take appropriate action on the 2020-2021 Budget.

68. Discuss, consider and take appropriate action on authorizing advertising and setting a date for a public hearing on the 2020-2021 County Clerk's Records Archive Fund (0384) Plan for September 15, 2020 at 10:00 am.

69. Discuss, consider and take appropriate action on authorizing advertising and setting a date for public hearing on the 2020-2021 District Clerk's record Archive Fund(0387) Plan for September 15, 2020 at 10:15 am.

70. Discuss, consider and take appropriate action on authorizing the County Judge to execute the Interlocal Cooperation Agreement Between Williamson County and Cities Health District and Williamson County, Texas For First Responder Influenza Vaccines for the 2020 Benefit Plan Year.

71. Discuss, consider and take appropriate action on approving agreement with Vector Solutions for TargetSolutions Training Software in the amount of $1,000, exempting this from the standard Williamson County Terms and Conditions, and authorizing execution of the agreement.

72. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with North Austin Municipal Utility District #1 (Rattan Creek) regarding off duty contracting of County Sheriff Deputies to be effective October 1, 2020.

73. Discuss, consider and take appropriate action on approving a 2013 Park Bond Budget Transfer to move $62,692.70 from Expo Horse Stall Barn (P474) to Expo Concession & Restrooms (P475).

74. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $300,000 from 2013 Road Non-Departmental (P290) to Seward Junction SE (P271). Also, to move $2,000,000 from University Blvd Widening (P227) to University Blvd/Chandler Rd Expansion (P327).

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0551.004541	Vehicle Reparis & Maint	$1,361.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	$1,361.00

77. Consideration and possible action regarding an "Order Authorizing the Defeasance and Redemption of Certain of the County's Outstanding Unlimited Tax Road Bonds, Series 2014."

78. Discuss, consider and take appropriate action on approving a First Amendment to the Interlocal Agreement Regarding Tax Increment Financing in relation to the Hutto Reinvestment Zone Number One between the City of Hutto and Williamson County whereby Williamson County's payment date of the County Tax Increment Participation would be amended to May 1st, and the City of Hutto would be required to provide the Williamson County Appraisal District and the Williamson County Tax Assessor Collector the list of Public Improvement District and Tax Increment Reinvestment Zone parcels each year by September 1st.

79. Discuss, consider and take appropriate action on approving a proposed amendment to the Final Zone Project Plan and Zone Finance Plan for the Hutto Reinvestment Zone No. 1 whereby the Method of Finance would be amended to provide that the corrected base taxable value for calculation of the Hutto Reinvestment Zone No. 1 Revenues is $1,256,087.00.

80. Discuss, consider and take appropriate action on approving a 2015 Certificates of Obligation budget transfer $100,000 from SO Training Building (P323) to SOTC Range Wall Replacement (P518).

81. Discuss, consider and take appropriate action on awarding RFCSP #4798 Williamson County Sheriff's Office Gun Range Fencing to the overall highest scoring respondent Fazzone Construction Company, Inc. and authorizing execution of the agreement. Funding Source P518.

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

83. Receive and acknowledge the August 2020 Construction Summary Report and PowerPoint Presentation for the Road Bond Program.

84. Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with the Ronald Reagan Intersections Improvement Project, a 2019 Road Bond Project in Commissioner Pct. 3.
P: 354 & 357 Funding: Road Bond

85. Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the Davilla Culvert and Thrall Street contract between Williamson County and RS&H, Inc. relating to the 2019 Road Bond Program. Project: P486 and P374; Funding Source: Road Bonds.

86. Discuss, consider and take appropriate action on a relocation claim with Wheeler Coating Asphalt for right of way acquired on the N. Mays project (Parcel 3). Funding Source: Road Bonds P211

87. Discuss, consider and take appropriate action on a Right of Entry Authorization with Hutto 117 Investors regarding environmental studies for the Southeast Loop project. (Parcel 23).

88. Discuss, consider and take appropriate action on a Temporary Right of Entry Agreement with Car-Ma Family LP for surveying needed on the Liberty Hill Bypass project (Parcels 41 & 42).

89. Discuss, consider and take appropriate action on a Real Estate Contract with Roger Bonnet for right of way needed on CR 278. Funding Source: Road & Bridge P493

90. Discuss, consider and take appropriate action on a real estate contract with Ronnie C. Zett and Zonda K. Zett for right of way needed on the CR 366 project (Parcel 22). Funding Source: Road Bonds P296

91. Discuss, consider and take appropriate action on a real estate contract with Margaret Ann Kroschewsky Hayes for right of way needed on CR 366 (Parcel 20). Funding Sourc: Road Bonds P296

92. Discuss, consider and take appropriate action on a real estate contract with David W. Staglik for right of way needed on the CR 366 project (Parcel 1). Funding Source: Road Bonds P296

93. Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.352 acres) required for the construction of Corridor H (Sam Bass Rd.), and take appropriate action. (Upendra Bandi/Parcel 5).

94. Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.366 acres) required for the construction of Corridor H (Sam Bass Rd.), and take appropriate action. (Bustle Investment Group,LLC./Parcel 4).

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)."

95. 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 278
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 CR 366.
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 for the Brushy Creek Trail Project.
v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
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 property usage at Longhorn Junction
f) Discuss sale of excess 183A right of way to abutting property owner.
g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
h) Discuss Blue Springs Boulevard
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

96. 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
l) Project Long Haul
m) Project Bon Jovi

97. 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. David Bernhardt, 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) 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
o) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
p) 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.
q) Claim of Regina Wright.
r) 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.
s) 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.
t) 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.
u) 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.
v) Legal matters relating to Javier Ambler.
w) Heather Vargas - Texas Workforce Commission/EEOC Charge.
x) U.S. Department of Labor - Office of the Assistant Secretary for Veteran's Employment and Training Service Case # TX-2020-00017-20-G - Brooke Kronmiller.
y) Case No. 1:20-CV-00842; SonWest Co. v. J. TERRON EVERSTON, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division.
z) Civil Action No. 1:20-cv-836; Heather Fiery v. Williamson County; In the United States District Court for the Western District of Texas Austin Division.
aa) Civil Action No. 1:20-cv-836; Elizabeth Firey v. Williamson County, In The United States District Court for the Western District Of Texas Austin Division.

98. 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)

99. Discuss and take appropriate action concerning economic development.

100. Discuss and take appropriate action concerning real estate.

101. 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. David Bernhardt, 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) 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
o) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
p) 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.
q) Claim of Regina Wright.
r) 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.
s) 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.
t) 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.

u) 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.
v) Legal matters relating to Javier Ambler.
w) Heather Vargas - Texas Workforce Commission/EEOC Charge.
x) U.S. Department of Labor - Office of the Assistant Secretary for Veteran's Employment and Training Service Case # TX-2020-00017-20-G - Brooke Kronmiller.
y) Case No. 1:20-CV-00842; SonWest Co. v. J. TERRON EVERSTON, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division.
z) Civil Action No. 1:20-cv-836; Heather Fiery v. Williamson County; In the United States District Court for the Western District of Texas Austin Division.
aa) Civil Action No. 1:20-cv-836; Elizabeth Firey v. Williamson County, In The United States District Court for the Western District Of Texas Austin Division.

102. 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.

103. Discuss, consider and take appropriate action on a Settlement Agreement between Williamson County and Lealco, Inc. relating to an application for TCEQ Permit No. 2398 to construct and operate a municipal solid waste transfer station to be located immediately west of County Road 130; and authorize Williamson County's legal counsel to take any actions necessary to effectuate the terms of the agreement on behalf of Williamson County.

104. 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 14th day of August 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: 08/18/2020

Animal Shelter Line Item Transfer

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Regional Animal Shelter Fund.

Background

The shelter has seen an increase in repairs for items around the shelter, including our 10-year old parking lot gate. We need to move funds into 4510 in order to cover these repairs.

In order to prepare for the continuing pandemic, I propose to move $1500 from 3100 to 3318 so the shelter can stock up on disinfectant which is safe and recommended for animals and PPE. Due to COVID we are trying to maintain our stock and because of the high demand for that type of supplies right now sometimes the lowest price stock is not available or on backorder.

The pandemic has taken a hit to our surgery schedule. We are having to double up on surgery dates and have had less support from surrounding spay and neuter programs. I propose to move $450 from 3301 and $1000 from 3804 to cover our additional surgical costs and prepare for the future.

We are running very close in line 4975. In order to remain out of a deficit and have sufficient supplies for the animals, I propose to move $1500 from 3100 to 4975.

We are requesting moving these funds in lieu of a budget amendment as the remaining budget in lines 4999, 4210, 3804, 3301, 3100 will go unspent for Fiscal Year 2020.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545.0545.004999	Misc.	$6379
To	0545.0545.004510	Fac. Repairs	$6379
From	0545.0545.004210	Internet	$900
To	0545.0545.004510	Fac. Repairs	$900
From	0545.0545.003804	Immunizations	$1800
To	0545.0545.004510	Fac. Repairs	$1800
From	0545.0545.003100	Office Supplies	$3000
To	0545.0545.003318	Janitorial Supplies	$1500
To	0545.0545.004975	Animal Care	$1500
From	0545.0545.003301	Gasoline	$450
To	0545.0545.003200	Medical Supplies	$450

From	0545.0545.003804	Immunizations	$1000
To	0545.0545.003200	Medical Supplies	$1000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/10/2020 10:47 AM
Budget Office	Ashlie Koenig	08/10/2020 11:39 AM
Form Started By: Misty Valenta		Started On: 08/03/2020 03:06 PM
Final Approval Date: 08/10/2020		

Commissioners Court - Regular Session **5.**

Meeting Date: 08/18/2020

LIT for Fleet Services

Submitted For: Kevin Teller **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure **Division:** Fleet Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Unforeseen repairs have depleted our parts and sublets funds earlier than anticipated for the current fiscal year. The sublets transfer is to repair 14 units damaged from the May 27, 2020 hail storm. This transfer amount is projected to cover charges for the remainder of this fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003301	Gasoline	$160,000
To	0882.0882.003524	Sublets	$100,000
To	0882.0882.003523	Parts	$60,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/11/2020 09:24 AM
Budget Office	Ashlie Koenig	08/11/2020 10:05 AM
Form Started By: Vicky Edwards		Started On: 08/05/2020 12:31 PM
Final Approval Date: 08/11/2020		

Commissioners Court - Regular Session **6.**

Meeting Date: 08/18/2020

Line Item Transfer

Submitted For: Dale Butler **Submitted By:** Gina Wrehsnig, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

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

Background

Need additional funds for the rest of the FY for Fuel/Gasoline.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004100	Professional Services	$5,150.00
From	0100.0509.004500	Maintenance Services	$1,850.00
To	0100.0509.003301	Gasoline	$7,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/06/2020 01:31 PM
Form Started By: Gina Wrehsnig		Started On: 08/06/2020 01:23 PM
Final Approval Date: 08/06/2020		

Commissioners Court - Regular Session **7.**

Meeting Date: 08/18/2020

Vehicle Repair LIT

Submitted For: Hank Jones **Submitted By:** Hank Jones, Fire Marshal Special Operations

Department: Fire Marshal Special Operations

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Fire Marshal Special Operations.

Background

This is a line item transfer request to provide additional funds for the remainder of FY'20 for projected vehicle repair and tire replacement needs in the FMSO department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0542-004412	Errors & Omissions Ins.	$2,481.00
From	0100-0542-005741	Computer Software > $5,000	$998.56
To	0100-0542-004541	Vehicle Repairs & Maintenance	$3,479.56

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/10/2020 08:36 AM
Budget Office	Ashlie Koenig	08/10/2020 09:04 AM
Form Started By: Hank Jones		Started On: 08/07/2020 06:36 PM
Final Approval Date: 08/10/2020		

Commissioners Court - Regular Session **8.**

Meeting Date: 08/18/2020

Line Item Transfer for Emergency Services

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 on a line item transfer for Emergency Services.

Background

Requesting two line item transfers, totaling $8000.00 to be applied to purchase order # 173216 for Dr. Tania Glenn. Dr. Glenn provides public safety counseling services for all departments under Emergency Services. With the current six-month average being $4130.00, these additional funds will be needed in order to allow personnel to continue utilizing these services through the end of fiscal year 2020.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100.0583.003900	Membership Dues	$2000.00
To:	0100.0583.004100	Professional Services	$2000.00
From:	0100.0540.005700	Vehicles > $5,000	$6000.00
To:	0100.0583.004100	Professional Services	$6000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/11/2020 08:34 AM
Budget Office	Ashlie Koenig	08/11/2020 09:12 AM

Form Started By: Damaris Morales Started On: 08/10/2020 04:02 PM

Final Approval Date: 08/11/2020

Commissioners Court - Regular Session **9.**

Meeting Date: 08/18/2020

Line Item Transfer

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 on a line item transfer for the County Attorney's Office.

Background

Transfer is being requested to cover Temp Seasonal Labor for the remaining of the budget year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Legislative Dollars	$10,765.00
To	0100.0475.001107	Temp Labor-Seasonal Help	$10,000.00
To	0100.0475.002010	FICA	$765.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/12/2020 03:35 PM
Budget Office	Ashlie Koenig	08/12/2020 03:46 PM

Form Started By: Stephanie Lloyd Started On: 08/11/2020 04:38 PM

Final Approval Date: 08/12/2020

Commissioners Court - Regular Session **10.**

Meeting Date: 08/18/2020

Line Item Transfer for County Treasurer

Submitted For: David Heselmeyer **Submitted By:** David Heselmeyer, County Treasurer

Department: County Treasurer

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a line item transfer for the County Treasurer.

Background

Line item transfer to provide funding for the remainder of the fiscal year for bank charges.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0497-004300	Courier Service	10,000
To	0100-0497-004219	Bank Charges	10,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/12/2020 03:36 PM
Budget Office	Ashlie Koenig	08/12/2020 03:46 PM

Form Started By: David Heselmeyer Started On: 08/12/2020 10:54 AM

Final Approval Date: 08/12/2020

Commissioners Court - Regular Session **11.**

Meeting Date: 08/18/2020

Line Item Transfer for the County Sheriff, Corrections Bureau

Submitted For: Robert Chody **Submitted By:** Abigail Dass, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Corrections Department of the County Sheriff.

Background

Transferring funds to cover shortfall in the Medical supplies line item towards the purchase of needed medical supplies for the inmates in the Williamson County Jail.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003010	Computer Equipment < $5000.00	$2500.00
From	0100.0570.004350	Printed Materials & Binding	$2500.00
To	0100.0570.003200	Medical Supplies	$5000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/13/2020 11:41 AM
Budget Office	Ashlie Koenig	08/13/2020 11:51 AM
Form Started By: Abigail Dass		Started On: 08/13/2020 11:10 AM
Final Approval Date: 08/13/2020		

Commissioners Court - Regular Session **12.**

Meeting Date: 08/18/2020

Property Tax Refunds – Over 2500 – Thru 07/31/2020

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 refunds over $2,500.00 thru 07/31/2020 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

022120-073120 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/31/2020 01:05 PM
Form Started By: Renee Clark		Started On: 07/31/2020 09:42 AM
Final Approval Date: 07/31/2020		

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Date: July 31, 2020

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

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

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

Thank you.

Main Office and Mailing Address:
904 South Main Street
Georgetown, Texas 78626
Motor Vehicle Telephone: 512.943.1602
Property Tax Telephone: 512.943.1603
www.wilco.org/tax

Annex Locations:

1801 E. Old Settler's Blvd., Ste 115
Round Rock, Texas 78664
Telephone: 512.244.8644

350 Discovery Blvd., Ste. 101
Cedar Park, Texas 78613
Telephone: 512.260.4290

412 Vance St., Ste. 1
Taylor, Texas 76574
Telephone: 512.352.4140

Property Tax
Account QuickReport
As of July 31, 2020

Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers				
04/14/2020	75022	GOOSEBERRY ROCK LLC	R425087 - Erroneous payment	-6,236.53
Total Refunds Payable - Taxpayers				-6,236.53
TOTAL				**-6,236.53**

Commissioners Court - Regular Session **13.**

Meeting Date: 08/18/2020

Property Tax Collections – July 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 July 2020 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

070120-073120 GWI-RFM

070120-073120 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/11/2020 08:35 AM
Form Started By: Renee Clark		Started On: 08/11/2020 08:32 AM
Final Approval Date: 08/11/2020		

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
July 1-31, 2020

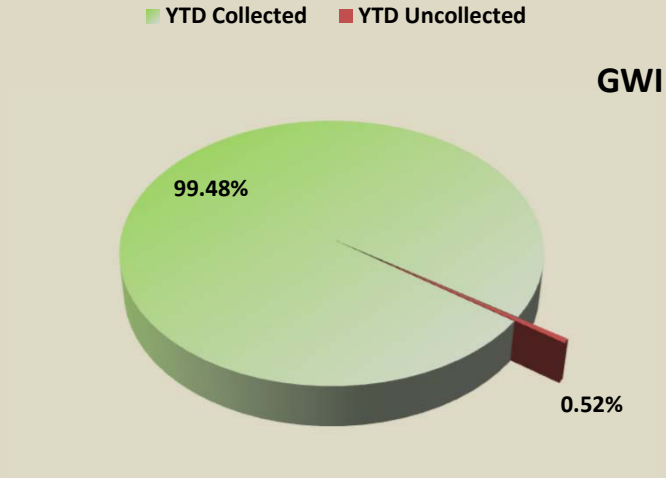
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2019	$288,080,730.50	($170,545.59)	$287,910,184.91	$1,178,051.63	$56,802.44	$170.67	$1,486,466.93	$286,423,717.98	99.48%	99.69%	100.06%
2018 & Prior	$2,372,220.70	($864,963.54)	$1,507,257.16	$41,271.98	$14,185.90	$1,351.99	$1,660,069.99	($152,812.83)	-10.14%	2.51%	
Rollbacks	$365,097.69	$959,698.48	$1,324,796.17	$27,697.55	$697.72	$0.00	$306,218.89	$1,018,577.28	76.89%	77.61%	
Total All	$290,818,048.89	($75,810.65)	$290,742,238.24	$1,247,021.16	$71,686.06	$1,522.66	$3,452,755.81	$287,289,482.43	98.81%	99.08%	

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	($9,455.97)	$27,345,952.65	$108,939.11	$5,416.15	$16.37	$140,956.71	$27,204,995.94	99.48%	99.69%	100.04%
2018 & Prior	$208,455.77	($80,248.14)	$128,207.63	$3,812.93	$1,312.42	$115.04	$142,949.48	($14,741.85)	-11.50%	2.27%	
Rollbacks	$33,250.27	$89,130.44	$122,380.71	$2,597.90	$64.19	$0.00	$28,612.28	$93,768.43	76.62%	77.34%	
Total All	$27,597,114.66	($573.67)	$27,596,540.99	$115,349.94	$6,792.76	$131.41	$312,518.47	$27,284,022.52	98.87%	99.14%	

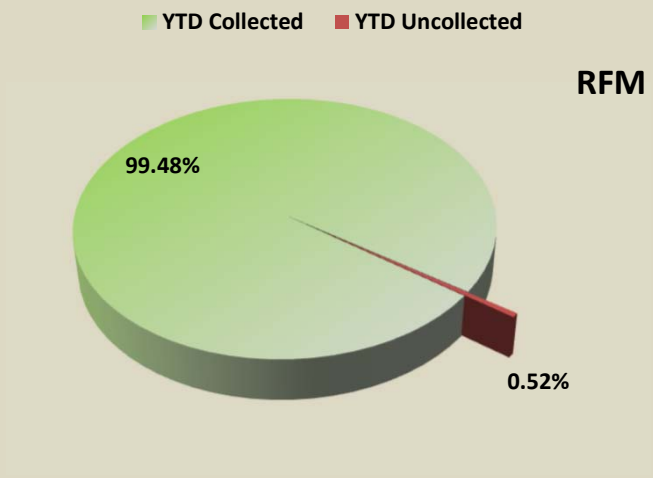
2019 COMBINED MONTHLY BREAKDOWN

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
Jun-20	$318,192,538.80	$41,233.13	$318,233,771.93	$524,316.43	$74,153.22	$2,086.85	$5,024,292.15	$313,209,479.78
Jul-20	$318,233,771.93	$105,007.30	$318,338,779.23	$1,362,371.10	$78,478.82	$1,654.07	$3,765,274.28	$314,573,504.95

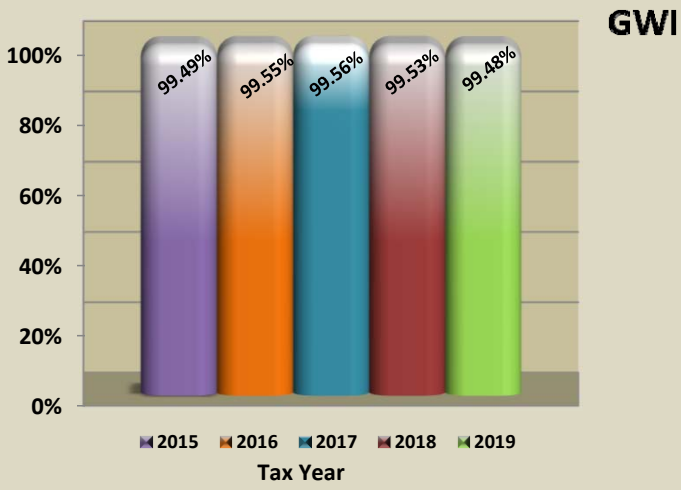
Year to Date Collection Report
October 1, 2019 - July 31, 2020



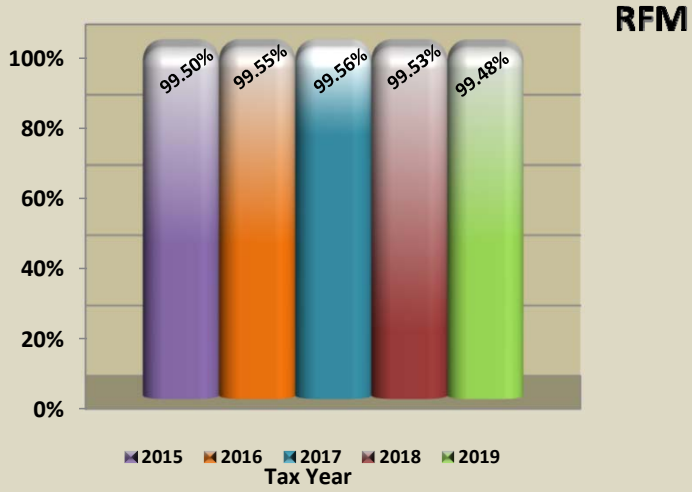
Year to Date Collection Report
October 1, 2019 - July 31, 2020



Percent of Roll Collected Comparison
2015-2019



Percent of Roll Collected Comparison
2015-2019



Commissioners Court - Regular Session **14.**

Meeting Date: 08/18/2020

Discuss, consider and take appropriate action to approve the resale of property held in trust.

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 on a resolution authorizing the Presiding Officer of the Williamson County Commissioners Court to execute a Deed without Warranty from the City of Taylor, Texas, in trust for the use and benefit of the Taylor Independent School District, and Williamson County, Texas to The Housing Authority of the City of Taylor pertaining to part of Lots 1 and 2, Block 3, Washington Heights Addition described in Document #2009086069 of the Official Public Records, Williamson County, Texas (R018430).

Background

In 2009, Williamson County filed a lawsuit to collect delinquent property taxes on behalf of itself, Taylor Independent School District, the City of Taylor, Texas, and the Williamson County Education District vs. Myrtle Griffin et al. On July 20, 2009, a judgment was signed ordering foreclosure of the tax lien. Pursuant to the Property Tax Code in November of 2009, the property was offered for sale at a public tax foreclosure sale. The property has been held in trust with an exempt status since November 2009 and has therefore been completely exempt from taxation since that date. The Housing Authority of the City of Taylor has proposed to purchase the property for a sum of $50.00. The property would be used for residential single-family development in conjunction with Habitat for Humanity. After the residences are built, the property will be conveyed to the new owner, returning the property to the tax roll with an increased value. By accepting this offer, the County is removing this property from exempted tax status, meaning the property will once again generate tax revenue for all the applicable taxing units listed above. For the reasons stated herein, it is my recommendation to accept this offer by the Housing Authority of the City of Taylor.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Deed Without Warranty
Resolution R018430

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/10/2020 03:13 PM
Form Started By: Judy Kocian		Started On: 08/10/2020 02:46 PM

Final Approval Date: 08/10/2020

DEED WITHOUT WARRANTY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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

THAT The City of Taylor, Texas, Trustee, in trust for the use and benefit of itself, Taylor Independent School District and The County of Williamson, Texas, Grantor, for and in consideration of the sum of FIFTY AND NO/100S ($50.00), and other good and valuable consideration paid by the Grantee named below, the receipt and sufficiency of which are acknowledged by Grantor, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to The Housing Authority of the City of Taylor, whose address is 311 E. 7th St., Suite C, Taylor, Texas 76574, the following described Property, to wit:

Part of Lots 1 and 2, Block 3, Washington Heights Addition to the City of Taylor, Williamson County, Texas being that property more particularly described in Volume 305 Page 137 of the Deed Records and Document #2009086069 of the Official Public Records, Williamson County, Texas (R018430).

The Grantor and all the taxing units involved in this conveyance exclude and except any warranties, express or implied, regarding the Property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor. **This conveyance is expressly made subject to any right of redemption of the Property which may exist under Section 34.21 of the Texas Tax Code.**

Grantor(s) have not made, and do not make any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to the quality or condition of the property, the suitability of the property for any and all activities and uses which grantees may conduct thereon, compliance by the property with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, grantors do not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the provisions, stated above, to Grantee The Housing Authority of the City of Taylor, its successors and assigns forever, without warranty of any kind.

IN TESTIMONY WHEREOF The City of Taylor, Texas, Trustee, joined herein by Taylor Independent School District and The County of Williamson, Texas, have caused these presents to be executed on this the 28 day of May 2020.

The City of Taylor, Texas

By _____

Brandt Rydell
Mayor

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared Brandt Rydell, Mayor of The City of Taylor, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28 day of May, 2020.

DIANNA BARKER
Notary Public, State of Texas
Comm. Expires 10-29-2021
Notary ID 4860449

_____

Notary Public, State of Texas
My commission expires 10-29-21

Taylor Independent School District

By _____

Marco R. Ortiz
President, Board of Trustees

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

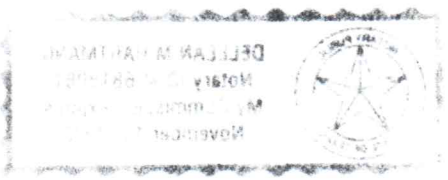
BEFORE ME, the undersigned authority, on this day personally appeared Marco R. Ortiz, President, Board of Trustees of Taylor Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of June, 2020.

_____

Notary Public, State of Texas
My commission expires 11-14-2020

DELLEAN M HARTMANN
Notary ID # 6818081
My Commission Expires
November 14, 2020



The County of Williamson, Texas

By

Bill Gravell Jr.
County Judge

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared Bill Gravell, Jr., County Judge, Williamson County, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the_____day of _____, 2020.

Notary Public, State of Texas
My commission expires_____

After recording, return to:

The Housing Authority of the City of Taylor
311 E. 7th Street
Suite C
Taylor, Texas 76574

STATE OF TEXAS

COUNTY OF WILLIAMSON

RESOLUTION AUTHORIZING RESALE OF PROPERTY HELD IN TRUST
BY THE CITY OF TAYLOR, TEXAS, TRUSTEE

Whereas, the Williamson County Tax Office collects property taxes for the City of Taylor, Texas, Taylor Independent School District, and The County of Williamson, Texas ("the Taxing Units"); and

Whereas, in November 2009, the following property (hereinafter referred to as, "the Property") was the subject of a tax foreclosure sale:

> Part of Lots 1 and 2, Block 3, Washington Heights Addition to the City of Taylor, Williamson County, Texas being that property more particularly described in Volume 305 Page 137 of the Deed Records and Document #2009086069 of the Official Public Records, Williamson County, Texas (R018430); and

Whereas, the Property did not receive a bid at tax sale and was struck off to The City of Taylor, Texas, Trustee, in Trust, for the use and benefit of itself, Taylor Independent School District and The County of Williamson, Texas, by virtue of Constable's Deed recorded as Document No. 2009086069 of the Official Public Records, Williamson County, Texas; and

Whereas, the Property has been tax exempt since November 2009; and

Whereas, it is in the best interest of the Taxing Units that the Property be resold in an efficient manner which will return the Property to a taxable status; and

Whereas, The Housing Authority of the City of Taylor, 311 E. 7th Street, Suite C, Taylor, Texas 76574 has offered to purchase the Property for $50.00, which amount is less than the market value of the Property specified in the judgment of foreclosure; and

Whereas, Section 34.05 of the Texas Tax Code provides for the private sale of property acquired by a taxing unit;

WHEREFORE, BE IT RESOLVED that The County of Williamson, Texas accepts the offer to purchase the Property for $50.00 and shall resell all of the interest of the Taxing Unit in the Property described below to The Housing Authority of the City of Taylor, 311 E. 7th Street, Suite C, Taylor, Texas 76574.

Property to be sold:

Part of Lots 1 and 2, Block 3, Washington Heights Addition to the City of Taylor, Williamson County, Texas being that property more particularly described in Volume 305 Page 137 of the Deed Records and Document #2009086069 of the Official Public Records, Williamson County, Texas (R018430)

BE IT FURTHER RESOLVED that the Presiding Officer of the Commissioners Court of Williamson County, Texas, on the _____ day of _____, 2020 is authorized to execute a Deed without Warranty conveying the property sold pursuant to this Resolution.

THIS RESOLUTION WAS ADOPTED this _____ day of _____, 2020 by the Commissioners Court of Williamson County, Texas.

_____

_____ (Print Name)
Presiding Officer THIS DAY
The Commissioners Court of Williamson County, Texas

_____
Attested: County Clerk

Commissioners Court - Regular Session **15.**

Meeting Date: 08/18/2020

V/E Assets for Auction 8.18.20

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 Auction including two (2) Chevy Tahoes, 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 Auction 8.18.20

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/13/2020 08:56 AM
County Judge Exec Asst.	Andrea Schiele	08/13/2020 08:59 AM
Form Started By: Randy Barker		Started On: 08/12/2020 10:15 AM
Final Approval Date: 08/13/2020		

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2E05ER210788
Equipment/Door Number	SB1430
License Plate	1183362
Year	2014
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	98,941 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 7/23/2020 10:51 AM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 7/28/2020 1:46 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 8/5/2020 2:04 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 8/6/2020 3:26 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 8/6/2020 3:50 PM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2EC7FR623419
Equipment/Door Number	SB1522
License Plate	1218422
Year	2015
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	109,264 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 7/29/2020 8:59 PM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 7/30/2020 9:42 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 7/30/2020 10:46 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 7/30/2020 3:28 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/30/2020 3:33 PM

Commissioners Court - Regular Session **16.**

Meeting Date: 08/18/2020

V/E Assets for Transfer 8.18.20

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 Inter-departmental Transfer including one (1) Ford Explorer, 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 Transfer 8.18.20

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/13/2020 08:57 AM
County Judge Exec Asst.	Andrea Schiele	08/13/2020 09:00 AM
Form Started By: Randy Barker		Started On: 08/12/2020 10:16 AM
Final Approval Date: 08/13/2020		

Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	882 - Fleet Services
County VIN/Serial Number	1FM5K8AR8DGA18346
Equipment/Door Number	3B1307
License Plate	BBD2400
Year	2013
Make	FORD
Model	EXPLORER POLICE INTERCEPTOR
Comments (mileage, mechanical issues, other info)	Transfer from auction back to Pct 3 Constable Office to utilize as a backup until new unit arrive
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Kevin Teller 5/28/2020 8:21 AM
Receiving Department	553 - Constable Pct 3
Receiving Department Signature	✔ Patrick Hurley 7/29/2020 11:15 AM
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer from auction back to Pct 3 Constable Office to utilize as a backup until new unit arrives
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 7/29/2020 12:13 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	na
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 7/30/2020 1:48 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 7/30/2020 3:30 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/30/2020 3:39 PM

Commissioners Court - Regular Session **17.**

Meeting Date: 08/18/2020

V/E Assets for Sale to Insurance 8.18.20

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 assets through Sale to Insurance of one (1) Jeep Grand Cherokee, 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 Sale to Insurance 8.18.20

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/13/2020 08:57 AM
County Judge Exec Asst.	Andrea Schiele	08/13/2020 09:01 AM
Form Started By: Randy Barker		Started On: 08/12/2020 10:16 AM
Final Approval Date: 08/13/2020		

Reason for Status Change	ACCIDENT
Department	560 - Sheriffs Office
County VIN/Serial Number	1C4RJEAG8FC763663
Equipment/Door Number	SB1541
License Plate	FRX9755
Year	2015
Make	Jeep
Model	Grand Cherokee
Comments (mileage, mechanical issues, other info)	total loss after hail damage, @ 122,184 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 7/29/2020 8:58 PM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale to insurance
Fleet Comments	Insurance delcared a total loss due to hail damage
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 7/30/2020 9:13 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 7/30/2020 10:42 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 7/30/2020 3:23 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/30/2020 3:27 PM

Commissioners Court - Regular Session **18.**

Meeting Date: 08/18/2020

Justice of the Peace 4 July 2020 Monthly Report

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

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, July 2020 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM JULY 2020

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/13/2020 11:57 AM

Form Started By: Veronica Bolander Started On: 08/13/2020 11:41 AM

Final Approval Date: 08/13/2020

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Stacy Hackenberg, Justice of the Peace, Precinct 4, Williamson County, on my oath, state that the attached report of money collected is a true and correct report for the month of July 2020.

Stacy Hackenberg Digitally signed by Stacy Hackenberg
Date: 2020.08.13 11:42:59 -05'00'

STACY HACKENBERG
JUSTICE OF THE PEACE
PRECINCT FOUR

JUSTICE COURT PRECINCT 4
WILLIAMSON COUNTY, TEXAS

Payment Report - G/L and Fund Summary

Transaction Date: **07/01/2020 - 07/31/2020** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	139.83
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds	43.00
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	4,223.40
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	3,360.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	54.38
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	30.00
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	3,902.60
01-0100-0000-370500 - Miscellaneous Revenue	L-004-4-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	1.00
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-4-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	760.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	410.49
	0100 - General Fund Total:	**12,924.70**
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	11.95
	0361 - JP Security Fund Total:	**11.95**
0369 - JP-4 Truancy Program Fund		
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	14.94
	0369 - JP-4 Truancy Program Fund Total:	**14.94**
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	11.95
	0372 - Justice Court Technology Fund Total:	**11.95**

Payment Report - G/L and Fund Summary

Transaction Date: **07/01/2020 - 07/31/2020** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-4-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	1,520.00
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	5.97
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	119.50
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3	1,817.90
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	11.95
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	17.92
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	31.61
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-4-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.10
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-4-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	30.00
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	1,082.91
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	5.97
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-4-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	912.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-4-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	110.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-4-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	49.70
	0399 - State Agency Fund Total:	**5,715.53**
	Fee Totals for All Funds:	**18,679.07**

Payment Report - Fee Code Summary

Transaction Date: **07/01/2020 - 07/31/2020** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	5.00	1	0.00	0	0.00	0	5.00	1
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	26.61	6	0.00	0	0.00	0	26.61	6
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	95.00	19	0.00	0	0.00	0	95.00	19
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	1,817.90	30	0.00	0	0.00	0	1,817.90	30
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	90.00	9	0.00	0	0.00	0	90.00	9
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	410.49	30	0.00	0	0.00	0	410.49	30
2020LTF	Local Traffic Fine (TC 542.403)	64.96	26	0.00	0	0.00	0	64.96	26
2020STF	State Traffic Fine (TC 542.4031)	1,082.91	26	0.00	0	0.00	0	1,082.91	26
2020TPF	Time Payment Fee CCP 102.030	30.00	2	0.00	0	0.00	0	30.00	2
AB	Abstract	20.00	4	0.00	0	0.00	0	20.00	4
AFDPS	Arrest Fee - DPS (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	9.94	2	0.00	0	0.00	0	9.94	2
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	119.50	3	0.00	0	0.00	0	119.50	3
CCOP	Civil Copies	4.75	5	0.00	0	(1.25)	1	3.50	6
CFINE	County Fine	3,902.60	40	0.00	0	0.00	0	3,902.60	40
CHS	Courthouse Security Fee (CCP 102.017)	8.96	3	0.00	0	0.00	0	8.96	3
CHSJC	JP Security Fee (CCP 102.017)	2.99	3	0.00	0	0.00	0	2.99	3
CJS	Criminal Judicial Support Fee (LGC 103.105)	11.92	2	0.00	0	0.00	0	11.92	2
COLLFEE	Collection Agency Fee	139.83	1	0.00	0	0.00	0	139.83	1
CONT4	Constable Service Fee Pct #4	1,260.00	16	0.00	0	0.00	0	1,260.00	16
CVFEEOVER	Civil Overpayment Fee	43.00	3	0.00	0	0.00	0	43.00	3
EFF	Electronic Filing Fee	1,530.00	153	0.00	0	(10.00)	1	1,520.00	154
IDF	Indigent Defense Fee (LGC 133.107)	5.97	3	0.00	0	0.00	0	5.97	3
ISF	Indigent Legal Services Fee	918.00	153	0.00	0	(6.00)	1	912.00	154
JCF	Civil Filing Fee	3,825.00	153	0.00	0	0.00	0	3,825.00	153
JCTF	Judicial/Court Training Fee Due to State	765.00	153	0.00	0	(5.00)	1	760.00	154
JCTF	Justice Court Technology Fee (CCP 102.0173)	11.95	3	0.00	0	0.00	0	11.95	3
JFR	Jury Reimbursement Fee (CCP 102.0045)	11.95	3	0.00	0	0.00	0	11.95	3
JTP	Juvenile Truancy Program (CCP 102.0174)	14.94	3	0.00	0	0.00	0	14.94	3

Payment Report - Fee Code Summary

Transaction Date: **07/01/2020 - 07/31/2020** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	1.00	1	0.00	0	0.00	0	1.00	1
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	1.00	1	0.00	0	0.00	0	1.00	1
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
JUSFC	Judicial Support Fund - County (LGC 133.105)	0.60	1	0.00	0	0.00	0	0.60	1
JUSFS	Judicial Support Fund - State (LGC 133.105)	5.40	1	0.00	0	0.00	0	5.40	1
LT10	Overpayments < $10	1.00	1	0.00	0	0.00	0	1.00	1
MVF	Moving Violation Fee (CCP 102.022)	0.10	1	0.00	0	0.00	0	0.10	1
OPAY	Over Payments > $10	40.00	1	0.00	0	0.00	0	40.00	1
SFMCWV	State Fine - Motor Carrier Weight Violation	110.00	1	0.00	0	0.00	0	110.00	1
STF	State Traffic Fee (TC 542.4031)	30.00	1	0.00	0	0.00	0	30.00	1
TP	Time Payment Fee	49.70	2	0.00	0	0.00	0	49.70	2
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	3.97	2	0.00	0	0.00	0	3.97	2
UFA	Uniform Traffic Act (TC 542.403)	3.00	1	0.00	0	0.00	0	3.00	1
WARC4	Warrant Fee - Constable Pct. 4	49.38	1	0.00	0	0.00	0	49.38	1
WGAR	Writ of Garnishment	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	70.00	14	0.00	0	0.00	0	70.00	14
WREEN	Writ of Re-entry	0.00	0	0.00	0	(25.00)	1	(25.00)	1
WSF4	JP4 - Writ Service Fee	2,100.00	14	0.00	0	0.00	0	2,100.00	14

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	18,726.32	901	0.00	0	(47.25)	5	18,679.07	906

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 07/01/2020-07/31/2020

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$410.49	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$143.67		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	$146.60		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	$117.28		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	$2.93		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	$410.48	$410.49			100.000000%
Collected	$410.49				

Commissioners Court - Regular Session **19.**

Meeting Date: 08/18/2020

County Attorney July 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 July 2020 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

July report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/07/2020 03:06 PM
Form Started By: Stephanie Lloyd		Started On: 08/07/2020 03:02 PM
Final Approval Date: 08/07/2020		

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 July, 2020.

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 7th day of August, 2020, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas

STEPHANIE J LLOYD
My Notary ID # 124247546
Expires December 6, 2022

CA - AR Receipts

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	14-Jul-2020	29019	2019-4991	$ 60.00
			24-Jul-2020	29058	2019-6598 2020-0091	$ 120.00
			28-Jul-2020	29065	2019-5209	$ 60.00
			31-Jul-2020	29082	2019-3307 2019-4905	$ 120.00
		CO ATTY 1	09-Jul-2020	29004	2019-6428	$ 60.00
			17-Jul-2020	29031	2020-0905	$ 411.00
		CO ATTY 2	09-Jul-2020	29004	2020-0230	$ 250.00
		CO ATTY 4	09-Jul-2020	29004	2019-4434 2019-5762	$ 120.00
207015 Total						**$ 1,201.00**
341300	0406	CO ATTY HC FEES	10-Jul-2020	29010	CHECK FEE - JUNE 2020	$ 411.00
341300 Total						**$ 411.00**
351000	0364	CO ATTY 2	17-Jul-2020	29031	2019-2384 2019-3856 2019-4657 2019-6309	$ 1,720.00
		CO ATTY 3	09-Jul-2020	29004	2019-4434 2019-5418 2019-6428 2019-6596 2020-0927	$ 2,360.00
		CO ATTY INTERVENTION	10-Jul-2020	29010	2019-2094 2019-3959 2019-5487 2019-5762	$ 1,860.00
			16-Jul-2020	29028	2019-2986 2019-3756 2019-4901 2019-4991 2019-5873 2019-6140 2020-0387 2020-0634	$ 3,720.00
			24-Jul-2020	29058	2019-6598 2020-0091 2020-0615	$ 1,500.00
			28-Jul-2020	29065	2018-4706 2019-5149 2019-5209	$ 1,220.00
		CO ATTY INTERVENTION 1	22-Jul-2020	29046	2019-6495	$ 500.00
			31-Jul-2020	29082	2019-2269 2019-3307 2019-4575 2019-4644 2019-0067	$ 2,080.00
		CO ATTY INTERVENTION 2	07-Jul-2020	28989	2019-4076 2019-4677 2019-4738 2019-5288 2019-5657 2020-1052	$ 2,720.00
			22-Jul-2020	29046	2019-2659 2019-4080 2019-3620	$ 1,080.00
			31-Jul-2020	29082	2019-4905 2020-0020 2020-0332	$ 1,360.00
351000 Total						**$ 20,120.00**
352200	0100	CO ATTY	10-Jul-2020	29010	20-0269-CC2, 20-0114-CC3, 20-0262-CC3, 19-2517-CC3, 20-0430-CC1, 20-0428-CC1, 20-0426-CC1	$ 17,050.00
			22-Jul-2020	29046	19-2124-CC3	$ 1,178.00
352200 Total						**$ 18,228.00**
365100	0100	CO ATTY INTERVENTION 1	07-Jul-2020	28989	2018-7005	$ 300.00
365100 Total						**$ 300.00**
Grand Total						**$ 40,260.00**

Criminal Restitution July 2020

7/2/2020	Zachary Augerlavoie	**250.00**	20-00322-1	7/7/2020
7/6/2020	Christopher Curry	**60.00**	19-06300-2	7/7/2020
		310.00		
7/7/2020	Angela Frazer	**60.00**	19-04385-2	7/9/2020
7/8/2020	Sean Duggan	**60.00**	19-05798-2	7/9/2020
		120.00		
7/13/2020	Jaqueline Wong	**60.00**	19-04952-3	7/14/2020
		60.00		
7/14/2020	Hoang Ngyuyen	**411.00**	2020-0905	7/16/2020
		411.00		
7/22/2020	Ryan Belz	**60.00**	2019-6598	7/23/2020
7/22/2020	Diana Balieva	**60.00**	2020-0091	7/23/2020
		120.00		
7/24/2020	Liana Walls	**60.00**	2019-5209	7/28/2020
		60.00		
7/28/2020	Gillabaldo Aviles-Casas	**60.00**	19-03475-1/2019-3307	7/30/2020
7/29/2020	Charles Rusch	**60.00**	19-04792-2/2019-4905	7/30/2020
		120.00		

Disbursement Summary

Collection Date Range: **06/01/2020 - 06/30/2020** **Ignore Tender Holds: No** **Final Copy**

County Attorney **County Attorney Bank**

Williamson County Treasurer - HC

Disbursement Summary

Code Word	Description	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
CHKFEE	Check Fee	411.00	0.00	0.00	0.00	411.00

	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
Disbursement Summary Totals	411.00	0.00	0.00	0.00	411.00

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
14-00555	KATHLEEN, FARMER (PID #: 1249787)	CHKFEE	15.00	0.00	0.00	0.00	15.00
17-00137	Reece, Evelyn S (PID #: 1381131)	CHKFEE	30.00	0.00	0.00	0.00	30.00
18-00174	Matthews, Patricia (PID #: 356296)	CHKFEE	30.00	0.00	0.00	0.00	30.00
18-00184	Rose, Sophia Denise (PID #: 1285500)	CHKFEE	30.00	0.00	0.00	0.00	30.00
19-00040	Gonzales, Johnny (PID #: 1563083)	CHKFEE	15.00	0.00	0.00	0.00	15.00
19-00305	Gonzalez, Francisco Manuel (PID #: 385441)	CHKFEE	51.00	0.00	0.00	0.00	51.00
19-00373	Holloway, Lisa B (PID #: 605771)	CHKFEE	30.00	0.00	0.00	0.00	30.00
20-00056	Gusman, Jose Cruz (PID #: 1668254)	CHKFEE	30.00	0.00	0.00	0.00	30.00
20-00066	Gladney, Lashunda (PID #: 1688204)	CHKFEE	30.00	0.00	0.00	0.00	30.00
20-00067	Conley, Rachel (PID #: 1688205)	CHKFEE	75.00	0.00	0.00	0.00	75.00
20-00068	White, Robert (PID #: 507423)	CHKFEE	75.00	0.00	0.00	0.00	75.00
Totals:			**411.00**	**0.00**	**0.00**	**0.00**	**411.00**

July 2020 PTI

7/1/2020	Michael Garcia	360.00	19-05587-1/2019-5657	7/6/2020
7/2/2020	Brett Worrell	500.00	19-04643-3/2019-4677	7/6/2020
7/2/2020	Christian Rangel	500.00	19-04736-3/2019-4738	7/6/2020
7/2/2020	Adam Agnew	500.00	19-05395-1/2019-5288	7/6/2020
7/2/2020	Justin Snow	500.00	20-01225-2/2020-1052	7/6/2020
7/2/2020	Tyme Tinsley	360.00	19-04190-1/2019-4076	7/6/2020
		2,720.00		
7/6/2020	Christopher Curry	500.00	19-06300-2/2019-6428	7/8/2020
7/7/2020	Miguel Zuniga	500.00	19-05333-3/2019-5418	7/8/2020
7/7/2020	Angela Frazaer	500.00	19-04385-2/2019-4434	7/8/2020
7/7/2020	Margaret Piet	500.00	20-01541-1/2020-0927	7/8/2020
7/7/2020	Taylor Stanley	360.00	20-00133-3/2019-6596	7/8/2020
		2,360.00		
7/8/2020	Sean Duggan	500.00	19-05798-2/2019-5762	7/10/2020
7/8/2020	Kristen Dunkle	500.00	19-03842-2/2019-3959	7/10/2020
7/9/2020	Joseph Lomas	500.00	19-02599-1/2019-2094	7/10/2020
7/9/2020	Candance Martinez	360.00	19-05369-1/2019-5487	7/10/2020
		1,860.00		
7/13/2020	Charles Rush	500.00	20-00494-1/2020-0387	7/15/2020
7/13/2020	Joseph Franklin	360.00	19-04037-1/2019-3756	7/15/2020
7/13/2020	Haley Barnard	500.00	19-05053-1/2019-4901	7/15/2020
7/13/2020	Jaqueline Wong	500.00	19-04952-3/2019-4991	7/15/2020
7/14/2020	Michelle Harris	500.00	19-06032-1/2019-5873	7/15/2020
7/14/2020	Cynthia Gibson	360.00	19-04016-3/2019-2986	7/15/2020
7/14/2020	David Talamantez	500.00	19-06139-3/2019-6140	7/15/2020
7/14/2020	Ariya Watson	500.00	20-00792-1/2020-0634	7/15/2020
		3,720.00		
7/15/2020	Napoleon Gunera	500.00	19-04708-3/2019-4657	7/17/2020
7/16/2020	Richard Hootsell	360.00	19-02788-2/2019-2384	7/17/2020
7/16/2020	Stephen Blackwell	360.00	19-06322-3/2019-6309	7/17/2020
7/16/2020	Devin Stevenson	500.00	19-04046-1/2019-3856	7/17/2020
		1,720.00		
7/17/2020	Megan McCombs	500.00	20-00451-1/2019-6495	7/20/2020
		500.00		
7/20/2020	Kyle Greiwe	360.00	19-03655-1/2019-3620	7/22/2020
7/20/2020	Robert Peretto	360.00	19-03123-2/2019-2659	7/22/2020
7/20/2020	Diego Serrano	360.00	19-04080-1/2019-4080	7/22/2020
		1,080.00		
7/22/2020	Ryan Belz	500.00	20-00059-1/2019-6598	7/24/2020
7/22/2020	Angelica Vela	500.00	20-00777-1/2020-0615	7/24/2020
7/22/2020	Diana Balieva	500.00	20-00089-2/2020-0091	7/24/2020
		1,500.00		

7/24/2020	Liana Walls	360.00	19-05204-1/2019-5299	7/27/2020
7/24/2020	Oscar Perez	360.00	18-04694-1/2018-4706	7/27/2020
7/24/2020	Joseph Reynolds	500.00	19-05388-1/2019-5149	7/27/2020
		1,220.00		
7/27/2020	Emmalee Fulton-Landry	360.00	19-04868-1/2019-4575	7/29/2020
7/27/2020	Trevor Soetaert	500.00	19-04793-2/2019-4644	7/29/2020
7/28/2020	Guillabaldo Aviles-Casas	360.00	19-03475-1/2019-3307	7/29/2020
7/28/2020	Daniella Miler	500.00	20-00166-1/2020-0067	7/29/2020
7/28/2020	Mary Delagarza	360.00	20-00573-1/2019-2269	7/29/2020
		2,080.00		
7/29/2020	Joshua Jennings	500.00	20-00078-1/2020-0020	7/31/2020
7/29/2020	Charles Rusch	500.00	19-04792-2/2019-4905	7/31/2020
7/29/2020	Sergio Hernandez	360.00	20-006881/2020-0332	7/31/2020
		1,360.00		

July 2020 Court Appointed Attorney

7/1/2020	Anakaren Espinoza	300.00	2018-7005	7/6/2020

Commissioners Court - Regular Session **20.**

Meeting Date: 08/18/2020

Lisa Birkman ESD 8 Appointment

Submitted For: Valerie Covey **Submitted By:** Debra Babcock, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointing Lisa Birkman to the Georgetown ESD #8 board to fill the vacancy left by Richard Wilkes. The term is to commence immediately and continue until December 31, 2020.

Background

Lisa Birkman is interested in serving on the board of Williamson County ESD #8 as it will allow her to utilize the skills she acquired in over 16 years of public service to assist and serve her fellow Williamson County citizens. She served as Williamson County Commissioner, Pct.1 from 2004-2016. While serving, she was the senior member of the commissioners court for ten years, and as such, served as the acting county judge for emergency situations when the County Judge was out of town. In that role she attended and participated in numerous emergency management trainings, meetings, simulations and actual events. She also assisted several ESD's, including ESD #8, with creation of the district, appointment of commissioners and more. She also worked with the County Emergency Management team and all the county fire departments on various projects, upgrades and emergency events. Prior to her role as County Commissioner she served on the Brushy Creek MUD Board of Directors from 2000-2004. As a member of the MUD board she worked closely with Sam Bass FD and ESD #2. In 2017 after retiring as County Commissioner she moved into the ESD #8 area and considered seeking appointment to the board at that time to continue her public service. Her dear husband became critically ill, and she became his primary caregiver until he passed away. She looks forward to serving ESD #8 in this vacant position. Ms. Birkman is known by Commissioner Covey and Judge Gravell so an interview was not needed. Her application and resume are available on request.

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	08/13/2020 11:37 AM
Form Started By: Debra Babcock		Started On: 08/13/2020 10:56 AM
Final Approval Date: 08/13/2020		

Commissioners Court - Regular Session **21.**

Meeting Date: 08/18/2020

Donation of Gatorade & bottled water 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 3 cases of Gatorade and 3 cases of bottled water for the Sheriff's Office pursuant to Tex. Loc. Gov't Code 81.032.

Background

On August 5, 2020, Ms. Hamilton, wanting to show her support for law enforcement, donated 3 cases of Gatorade and 3 cases of bottled water.

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	08/10/2020 09:01 AM
Form Started By: Starla Hall		Started On: 08/05/2020 02:52 PM
Final Approval Date: 08/10/2020		

Commissioners Court - Regular Session **22.**

Meeting Date: 08/18/2020

Donation of medallions & wristbands 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 on accepting St. Michael medallions and Back the Blue wristbands for the Motors Division of the Sheriff's Office from Mr. & Mrs. Mark Sturdivant pursuant to Tex. Loc. Gov't Code 81.032.

Background

Mark and Marie Sturdivant stopped by HQ on August 5th to show their support of law enforcement Motors Division by giving them St. Michael medallions and Back the Blue wristbands.

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	08/10/2020 09:01 AM
Form Started By: Starla Hall		Started On: 08/05/2020 03:16 PM
Final Approval Date: 08/10/2020		

Commissioners Court - Regular Session **23.**

Meeting Date: 08/18/2020

Donation of mini gift bags 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 mini gift bags for the Patrol deputies in the Sheriff's Office from Kim Chew pursuant to Tex. Loc. Gov't Code 81.032.

Background

To show support of local community Sheriff's Deputies and Police Patrol Officers, Kim Chew has organized "Blessing Bags" consisting of commercially purchased sealed products to consist of Lifesaver candies, crackers, beef jerky, trail mix, etc. from neighbors, friends, local businesses to create community awareness and show their appreciation of 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	08/12/2020 03:38 PM
Form Started By: Starla Hall		Started On: 08/10/2020 03:09 PM
Final Approval Date: 08/12/2020		

Commissioners Court - Regular Session **24.**

Meeting Date: 08/18/2020

CSCD CSR Director MOU for FY21 with no increase

Submitted By: Melissa Ramos, Adult Probation

Department: Adult Probation

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the FY21 CSCD (Adult Probation) CSR Memorandum of Understanding.

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CSR MOU

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/12/2020 03:31 PM
Form Started By: Melissa Ramos		Started On: 08/12/2020 01:18 PM
Final Approval Date: 08/12/2020		

WILLIAMSON COUNTY
COMMUNITY SUPERVISION and
CORRECTIONS DEPARTMENT
(ADULT PROBATION)
301 S.E. Inner Loop Road
P.O. Box 251
Georgetown, TX 78627-0251
Phone: (512) 943-3500
Fax: (512) 943-3510
www.adultprobation.net

Jameson Pennington
Interim Director

Re: FY 21 CSCD Memorandum of Understanding -CSR Director

Date: August 11, 2020

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

The CSR Director oversees a variety of projects in Williamson County being completed by participants who are completing community service restitution hours for the Courts. The Williamson County CSR program operates seven days per week to include assisting the Road and Bridge Department on weekends with county road trash cleanup. During the week, the CSR Program Director assigns participants to various community agencies and provides the Williamson County Facilities Department with participants to complete several county office remodel and painting projects. In FY19 participants completed 117,423 hours of community service work throughout Williamson County providing a significant cost savings to the County while providing opportunities for participants to fulfill their court ordered Community Services Restitution hours.

WILLIAMSON COUNTY
COMMUNITY SUPERVISION and
CORRECTIONS DEPARTMENT
(ADULT PROBATION)
301 S.E. Inner Loop Road
P.O. Box 251
Georgetown, TX 78627-0251
Phone: (512) 943-3500
Fax: (512) 943-3510
www.adultprobation.net

JAMESON
PENNINGTON
INTERIM
CSCD DIRECTOR

Memorandum of Understanding

The Williamson County Commissioners Court agrees to fund the CSR Director position for the Williamson County CSCD for fiscal year 2020, not to exceed $30,000 in order to maintain the Community Service Restitution Program which supervises defendants who have been ordered to perform volunteer work in order to pay back the community for their offense.

Williamson County shall pay an equally divided amount on a quarterly basis to the Williamson County CSCD, to be deposited in fund #572, in the months of October 2019, December 2019, March 2020 and June 2020.

Bill Gravel Jr.
County Judge
Williamson County, Texas

Date Signed: _____

Jameson Pennington
Interim Director
Williamson County CSCD

Date Signed: 8/10/2020

Commissioners Court - Regular Session **25.**

Meeting Date: 08/18/2020

CSCD PTS Coop Agreement for FY21

Submitted By: Melissa Ramos, Adult Probation

Department: Adult Probation

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the FY21 CSCD (Adult Probation) Coop Agreement for Felony Pre-Trial Bond Services.

Background

The Coop agreement is a Williamson County contract with Williamson County Community Supervision and Corrections Department (Adult Probation) to fund the Pre-Trial Bond Unit which monitors the supervised release of felons pending their Court appearance.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PTS MOU

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/12/2020 03:32 PM
Form Started By: Melissa Ramos		Started On: 08/12/2020 01:24 PM
Final Approval Date: 08/12/2020		

WILLIAMSON COUNTY
COMMUNITY SUPERVISION and
CORRECTIONS DEPARTMENT
(ADULT PROBATION)
301 S.E. Inner Loop Road
P.O. Box 251
Georgetown, TX 78627-0251
Phone: (512) 943-3500
Fax: (512) 943-3510
www.adultprobation.net

Jameson Pennington
Interim Director

Re: FY 21 CSCD Memorandum of Understanding -Pre-Trial Services

Date: August 11, 2020

This MOU between Williamson County and Williamson County Community Supervision and Corrections Department (CSCD) is to continue providing community-based supervision services to felony offenders released from jail and ordered to be monitored on Pretrial Bond Supervision. The MOU provides for four staff members who work with Pre-Trial cases, GPS tracking services, and for the cost of drug testing. Thus far, in FY20 there were 497 felony participants served in Pretrial Services which provides a significant cost savings to the County and continues to provide a high level of public safety while pending disposition of the felony cases.

In FY21 responsibility for the Pre-Trial Services Unit will transition away from the CSCD and will be operated by Williamson County Pre-Trial Court Services Department. It is written in the FY21 MOU, for payments to be monthly until full transition of the unit is completed.

WILLIAMSON COUNTY
COMMUNITY SUPERVISION and
CORRECTIONS DEPARTMENT
(ADULT PROBATION)
301 S.E. Inner Loop Road
P.O. Box 251
Georgetown, TX 78627-0251
Phone: (512) 943-3500
Fax: (512) 943-3510
www.adultprobation.net

JAMESON
PENNINGTON
INTERIM
CSCD DIRECTOR

Memorandum of Understanding

The Williamson County Commissioners Court agrees to fund the Pre-Trial Release Unit for the Williamson County CSCD for a portion of the fiscal year 2021 as set forth in the below, and in an amount not to exceed $261,559.00.

Williamson County CSCD agrees to maintain the supervised release of approved defendants in felony cases from the Williamson County Jail.

Williamson County CSCD and the Williamson County Commissioners Court jointly agree to transition these responsibilities to Williamson County Pretrial Services during the course of this Fiscal Year, at a date to be agreed-upon by the parties, and no later than February 28, 2021.

Williamson County shall pay $21,796.58 on a monthly basis to the Williamson County CSCD, to be deposited in fund #591, in the months where Williamson County CSCD manages the program set forth above.

Bill Gravel Jr.
County Judge
Williamson County, Texas

Date Signed: _____

Jameson Pennington
Interim Director
Williamson County CSCD

Date Signed: 8/10/2020

Commissioners Court - Regular Session **26.**

Meeting Date: 08/18/2020

CSCD DWI-Drug Court Counselor MOU for FY21 with no increase

Submitted By: Melissa Ramos, Adult Probation

Department: Adult Probation

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the FY21 CSCD (Adult Probation) DWI-Drug Court Counselor Memorandum of Understanding.

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DDCP MOU

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/12/2020 03:34 PM
Form Started By: Melissa Ramos		Started On: 08/12/2020 01:37 PM
Final Approval Date: 08/12/2020		

WILLIAMSON COUNTY
COMMUNITY SUPERVISION and
CORRECTIONS DEPARTMENT
(ADULT PROBATION)
301 S.E. Inner Loop Road
P.O. Box 251
Georgetown, TX 78627-0251
Phone: (512) 943-3500
Fax: (512) 943-3510
www.adultprobation.net

Jameson Pennington
Interim Director

Re: FY 21 CSCD Memorandum of Understanding -DWI/Drug Court Counselor

Date: August 11, 2020

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

The DWI/Drug Court Counselor provides a vital role to the successes in the DWI/Drug Court program. The counselor provides individual counseling sessions to all participants in the DWI/Drug Court as well as provides a 60 hours intensive outpatient chemical dependency program for all participants in the program. In FY19 there were 85 participants served in the DWI/Drug Court program.

WILLIAMSON COUNTY
COMMUNITY SUPERVISION and
CORRECTIONS DEPARTMENT
(ADULT PROBATION)
301 S.E. Inner Loop Road
P.O. Box 251
Georgetown, TX 78627-0251
Phone: (512) 943-3500
Fax: (512) 943-3510
www.adultprobation.net

JAMESON
PENNINGTON
INTERIM
CSCD DIRECTOR

Memorandum of Understanding

The Williamson County Commissioners Court agrees to fund the DWI/Drug Specialty Court Individual Counselling Services for the Williamson County CSCD for the fiscal year 2020, not to exceed $23,200, this will continue the intensive and focused treatment provided by CSCD to the program participants.

Williamson County shall pay $5,800 on a quarterly basis to the Williamson County CSCD, to be deposited in fund #572, in the months of October 2019, December 2019, March 2020 and June 2020.

Bill Gravel Jr.
County Judge
Williamson County, Texas

Date Signed: _____

Jameson Pennington
Interim Director
Williamson County CSCD

Date Signed: 8/10/2020

Commissioners Court - Regular Session **27.**

Meeting Date: 08/18/2020

Occupation and Use Agreement - River Ranch County Park

Submitted For: Russell Fishbeck **Submitted By:** Russell Fishbeck, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Occupation and Use Agreement for staff caretaker at River Ranch County Park.

Background

The attached agreement details the terms and conditions for staff member occupancy of the caretaker residence at River Ranch County Park. The agreement is styled similar to other Occupation and Use Agreements at Williamson County Park locations. Legal has reviewed this agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Occupation and Use Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/06/2020 01:32 PM
Form Started By: Russell Fishbeck		Started On: 08/06/2020 01:19 PM
Final Approval Date: 08/06/2020		

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

OCCUPATION AND USE AGREEMENT

This Occupation and Use Agreement ("Agreement") is made and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas ("County") and Robert Moss ("Park Attendant").

County hereby agrees to allow Park Attendant to occupy and use that certain property and improvements, hereinafter called the "Premises", known as the house located at River Ranch County Park, 1751 CR 282, Liberty Hill, Williamson County, Texas, and Park Attendant hereby agrees to occupy and use said Premises subject to the following terms and conditions:

1. TERM OF AGREEMENT. The initial term of this Agreement shall be one year commencing on the 1st day of August, 2020 and thereafter shall automatically be renewed on a month-to-month basis, subject to termination of this Agreement as provided herein (the "Agreement Term").

2. RENT AND TAXES. Park Attendant shall not be required to pay rent for his/her occupation and use of the Premises and County agrees to pay all real estate taxes assessed, if any, against the Premises. Park Attendant shall be required to pay any income taxes, if any, that Park Attendant may be required to report and pay to the IRS due to his/her use and occupation of the Premises.

3. EMPLOYMENT AT WILL. Nothing herein shall be construed to change Park Attendant's employment-at-will status with Williamson County.

4. USE. Except for using a portion of the Premises for purposes of a park attendant's office, Park Attendant and Park Attendant's immediate family members shall use the Premises for uses consistent with single family occupancy, and for no other purposes or use of any kind, unless first authorized in writing by the Williamson County Commissioners Court. Park Attendant's use of the Premises shall not interfere with park patrons' use and enjoyment of the park in and around the Premises. Furthermore, Park Attendant and all other persons on the premises must refrain from conducting themselves in any way that would unduly disturb park patrons or constitute a breach of the peace. Park Attendant 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; (d) any illegal or unlawful activity; or (e) any other activity which will obstruct, interfere with, or infringe on the rights of other persons on or near the Premises.

5. SECURITY DEPOSIT. Park Attendant shall not be required to provide an initial Security Deposit at the beginning of this Agreement. However, in the event that Park Attendant shall at any time cause damage to the Premises, excluding ordinary wear and tear, that requires County's repair thereof, Park Attendant shall pay for all such repairs and immediately deposit with County, a Security Deposit in the amount of $1,000.00, as security for the faithful performance of the terms

and conditions of this Agreement. In the event that County shall at any time apply any of the Security Deposit to cover any lawful deductions, then, upon the request of County to Park Attendant specifying the amount so applied, Park Attendant shall immediately deposit with County, as an additional Security Deposit, the amount so applied, so that the security deposit held by County shall at all times during the Agreement Term be equal to the aforementioned amount specified in this section. The Security Deposit shall be returned to Park Attendant, without interest and less any lawful deductions of same, upon the Park Attendant's full performance of this Agreement and on Park Attendant's surrender of the Premises.

6. INSURANCE. County shall pay for fire and extended coverage insurance on the building and other permanent improvements on the Premises and the proceeds thereof, if any, shall be payable solely to County. Park Attendant shall obtain, at its sole cost, and keep in effect a policy of renters insurance which provides coverage for damages resulting from personal injuries and/or property loss, which shall be primary as to any other existing, valid and collectible insurance that may be carried by County.

7. CONDITION OF PREMISES. **PARK ATTENDANT HEREBY AGREES AND STIPULATES THAT THE PREMISES HAVE BEEN EXAMINED BY PARK ATTENDANT, INCLUDING THE GROUNDS AND ALL BUILDINGS AND IMPROVEMENTS, AND THAT AT THE TIME OF THIS AGREEMENT THEY ARE IN GOOD ORDER AND REPAIR AND IN A SAFE, CLEAN, AND TENANTABLE CONDITION. PARK ATTENDANT ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE 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 OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (E) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE US. 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. PARK ATTENDANT FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, PARK ATTENDANT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY COUNTY. PARK ATTENDANT 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 COUNTY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. PARK ATTENDANT FURTHER ACKNOWLEDGES AND AGREES THAT THE OCCUPATION AND USE OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". PARK ATTENDANT ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN ALLOWING THE PARK ATTENDANT**

TO OCCUPY THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT. PARK ATTENDANT ACKNOWLEDGES THAT NO AGREEMENTS HAVE BEEN MADE REGARDING FUTURE REPAIRS UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT.

8. MAINTENANCE AND REPAIRS. Park Attendant shall maintain in good repair or supervise maintenance of the exterior and interior of the Premises, including foundation, the exterior walls, doors, door closure devices, HVAC system, window and door frames, molding, locks and hardware, and the roof of the Premises and all portions of the Premises extending beyond the exterior walls of the building in good repair. The County shall pay the costs of materials necessary for repair and maintenance of the Premises, except as otherwise provided herein, provided that funds have been appropriated for such costs. Park Attendant shall, however, obtain prior consent from County before Park Attendant expends any amounts for the repair and/or maintenance of the exterior and interior of the Premises. Notwithstanding of any provision to the contrary, Park Attendant shall, at its sole cost and expense, repair and/or replace any portion of the interior or exterior of the Premises that are damaged due to the acts or omissions of Park Attendant or Park Attendant's family, agents, guests, invitees or visitors. At the termination of this Agreement, Park Attendant shall deliver the Premises in good order and condition, reasonable wear and tear excepted. Park Attendant and Park Attendant's family, agents, guests, invitees or visitors may not smoke any type of tobacco or non-tobacco product inside any of the improvements and/or buildings on the Premises.

9. ALTERATIONS. All alterations, additions and improvements shall become the property of County and shall remain upon and be surrendered with the Premises as a part thereof on the termination of this Agreement. Such alterations, additions and improvements may only be made with the prior written consent of County. No cooling tower, equipment, antenna, sign or structure of any kind shall be placed on the roof or elsewhere on the Premises by Park Attendant without prior written permission of County. If such permission is granted, such work or installation shall be done at Park Attendant's expense and in such a manner that the roof shall not be damaged thereby. If it becomes necessary to remove such cooling tower, equipment or structure temporarily, so that repairs to the roof can be made, Park Attendant shall promptly repair at its expense any damages resulting from such removal. At the termination of this Agreement, Park Attendant shall deliver the Premises in good order and condition, natural deterioration only excepted. Any damage caused by the installation or removal of fixtures shall be repaired at Park Attendant's expense prior to the expiration of the Agreement Term. All alterations, improvements, additions, and repairs made by Park Attendant shall be made in good and workmanlike manner.

10. COMPLIANCE WITH LAWS AND REGULATIONS. Park Attendant shall, at its own expense, comply with all laws, orders, and requirements of all governmental entities with reference to the use and occupancy of the Premises. Park Attendant and Park Attendant's family, agents, guests, invitees or visitors shall fully comply with any rules and regulations governing the use of the building or other improvements to the Premises as required by County. County may make reasonable changes in such rules and regulations from time to time as deemed advisable for the safety, care and cleanliness of the Premises, provided same are in writing and are not in conflict with this Agreement.

11. ASSIGNMENT AND SUBLETTING. Park Attendant shall not assign this Agreement, nor sublet the Premises or any interest therein without the prior written consent of County. An

assignment or subletting without the prior written consent of County shall be void and shall, at the option of County terminate this Agreement.

12. DESTRUCTION. In the event the Premises is partially damaged or destroyed or rendered partially unfit for occupancy by fire or other casualty, Park Attendant shall give immediate notice to County. County may repair the damage and restore the Premises to substantially the same condition as immediately prior to the occurrence of the casualty. Such repairs shall be made at County's expense unless due to Park Attendant's acts or omissions. If the Premises are totally destroyed or deemed by the County to be rendered unfit for occupancy by fire or other casualty, or if County shall decide not to repair or rebuild, this Agreement shall terminate.

13. SURRENDER OF PREMISES; ABANDONMENT OF PROPERTY. On or before the termination of this Agreement, Park Attendant shall surrender ("Surrender" shall mean vacating the premises and returning all keys and access devices to the County) 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 Agreement, reasonable use and wear and damages by the elements excepted. If Park Attendant leaves any personal property or belongings in, on or about the Premises after Park Attendant Surrenders possession of the Premises, all such personal property and/or belongings of Park Attendant will be forfeited to and become the property of the County. In the event that Park Attendant forfeits such personal property or belongings pursuant to the terms of this Agreement, Park Attendant hereby acknowledges and agrees that County may dispose of such personal property or belongings of Park Attendant, without liability to County, in any manner in which County, in County's sole discretion, deems fit or reasonable.

14. SUBORDINATION. County is hereby irrevocably vested with full power and authority to subordinate this Agreement to any loan, bond or encumbrance and Park Attendant agrees on demand to execute such instruments subordinating this Agreement as County may request.

15. LIABILITY. **UNLESS CAUSED BY COUNTY'S GROSS NEGLIGENCE, PARK ATTENDANT ACKNOWLEDGES AND AGREES THAT COUNTY IS NOT LIABLE OR RESPONSIBLE TO PARK ATTENDANT, PARK ATTENDANT'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. PARK ATTENDANT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES AND THE PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST COUNTY 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 PARK ATTENDANT; FROM ANY NEGLECT OR FAULT OF PARK ATTENDANT OR THE FAMILY, AGENTS, GUESTS OR INVITEES OF PARK ATTENDANT IN USING AND OCCUPYING THE PREMISES; OR FROM ANY FAILURE BY PARK ATTENDANT OR PARK ATTENDANT'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 COUNTY, ITS OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES 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 PARK ATTENDANT OR PARK ATTENDANT'S FAMILY, AGENTS, GUESTS OR INVITEES, OR ANY OTHER PERSON ON THE PREMISES, PARK ATTENDANT AGREES THAT PARK ATTENDANT WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST COUNTY, ITS OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES OR AGAINST THE PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

16. SIGNS. Park Attendant shall not post or paint any signs at, on, or about the Premises or paint the exterior walls of the Premises except with the prior written consent of the County. County shall have the right to remove any sign or signs in order to maintain the Premises or to make any repairs or alterations thereto.

17. SMOKE DETECTOR. County will install at least one smoke detector in the Premises in accordance with Sections 92.255 and 92.257 of the Texas Property Code. **TO THE EXTENT ALLOWED BY LAW, PARK ATTENDANT WAIVES THE RIGHTS AND REMEDIES SET FORTH IN SECTION 92.258 OF THE TEXAS PROPERTY CODE REGARDING COUNTY'S STATUTORY DUTY TO INSPECT AND REPAIR THE SMOKE DETECTOR(S) INSTALLED IN THE PREMISES.** Park Attendant agrees to inspect the smoke detector(s) installed in the Premises at the beginning of Park Attendant's possession and at regular intervals of one (1) month thereafter to determine that such smoke detector(s) is in good working order. Park Attendant agrees to bear the cost of repairing or replacing the smoke detector(s). Requests for inspection or repair of the smoke detector or installation of any security device must be in writing.

18. NOTICES. Notices to Park Attendant shall be by certified mail or other delivery to the Premises at the below address, or such other address as given by Park Attendant to County in writing. Notices to County shall be by certified mail to the following address, with a copy of same to the Williamson County Attorney.

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

With a copy to: Williamson County Parks and Recreation Director
219 Perry Mayfield
Leander, TX 78641

PARK ATTENDANT: Robert Moss
River Ranch County Park
1751 CR 282
Liberty Hill, TX 78642

19. REPORTS OF ACCIDENTS. Within 24 hours after Park Attendant 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 Park Attendant, the Park Attendant shall send a written

report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Park Attendant shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Park Attendant 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.

20. DEFAULT BY COUNTY. In the event of breach by County of any covenant, warranty, term or obligation of this Agreement, County's failure to cure same or commence a good faith effort to cure same within 30 days after written notice thereof by Park Attendant shall be considered a default and shall entitle Park Attendant to either terminate this Agreement or cure the default at its sole cost. Park Attendant hereby acknowledges that such right to terminate or cure the default shall be the sole remedies available in the event County breaches this Agreement and fails to cure as set forth in this provision. If any utility services furnished by County are interrupted and continue to be interrupted despite the good faith efforts of the County to remedy same, County shall not be liable in any respect for damages to the person or property of Park Attendant or Park Attendants employees, agents, or guests, and same shall not be construed as grounds to terminate this Agreement.

21. DEFAULT BY PARK ATTENDANT. Park Attendant hereby acknowledges and agrees that if Park Attendant fails to comply with any covenant, warranty, term or obligation of this Agreement, such failure shall be deemed to be a material breach of this Agreement. Furthermore, if Park Attendant fails to comply with any covenant, warranty, term or obligation of this Agreement or any present rules and regulations or any that may be hereafter prescribed by County, or if Park Attendant fails to comply with any duties imposed on Park Attendant by law, County may immediately terminate this Agreement and/or avail itself of any remedies that may be available at law or in equity. If County decides that Park Attendant should be allowed the opportunity to correct the noncompliance, County may deliver a written notice specifying the noncompliance and allowing ten (10) days within which it may be corrected. If compliance is not made within said period, County may then terminate this Agreement and/or avail itself of any remedies that may be available at law or in equity.

22. TERMINATION OF EMPLOYMENT. This Agreement shall terminate immediately upon Park Attendant's termination, retirement or resignation from employment with County. County may terminate this Agreement due to a change in Park Attendant's employment position with Williamson County. In the event this Agreement is terminated pursuant to this provision, Park Attendant shall have fourteen (14) days to vacate the Premises, unless the parties agree otherwise in writing.

23. TERMINATION FOR CONVENIENCE. Either party may terminate this Agreement, for convenience and without cause or further liability, upon thirty (30) calendar day's written notice to the other party.

24. RIGHT OF ENTRY. County shall have the right during normal business hours to enter the Premises: (a) to inspect the general condition and state of repair thereof; (b) to make repairs required or permitted under this Agreement; or (c) for any other reasonable purpose.

25. WAIVER OF BREACH; NO WAIVER OF IMMUNITIES. The waiver by County of any breach of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this Agreement. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

26. TIME OF ESSENCE. Time is expressly declared to be of the essence in this Agreement.

27. BINDING OF HEIRS AND ASSIGNS. All provisions of this Agreement shall extend to and bind not only the parties to this Agreement, but to each and every one of the heirs, executors, representatives, successors, and assigns of County and Park Attendant.

28. NO THIRD PARTY BENEFICIARIES. This Agreement is for the sole and exclusive benefit of the Park Attendant and County, and nothing in this Agreement, 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.

29. RIGHTS AND REMEDIES CUMULATIVE. The rights and remedies provided to County under this Agreement are cumulative and the County's use of any one right or remedy shall not preclude or waive County's right to use any or all other remedies. Said rights and remedies are given to County in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

30. TEXAS LAW TO APPLY. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Venue shall lie and be exclusively in Williamson County, Texas.

31. SEVERABILITY; LEGAL CONSTRUCTION. 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 hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

32. ENTIRE AGREEMENT. This Agreement constitutes the sole and only agreement of the parties to this Agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. No amendment, modification, or alteration of the terms hereof shall be binding unless it is in writing, dated subsequent to the date hereof, and duly executed by the parties.

EXECUTED this the _____ day of _____ 20_____.

PARK ATTENDANT:

By: Robert W. Moss

Printed Name: Robert W. Moss

COUNTY:

Williamson County, Texas, a political subdivision
of the State of Texas

By: _____
Williamson County Judge

Commissioners Court - Regular Session **28.**

Meeting Date: 08/18/2020

Oak Wilt Suppression Project Cost-Share Funding Program for River Ranch County Park

Submitted For: Russell Fishbeck **Submitted By:** Russell Fishbeck, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving participation in a Texas A&M Forest Service Oak Wilt Cost-Share Funding Program for Williamson County's River Ranch County Park; and authorize the County Judge to sign all necessary program documents including, but not limited to cost-share funding application documents, Landowner Acknowledgement Forms and other landowner related documents in relation to a Texas A&M Forest Service Oak Wilt Cost-Share Funding Program Project affecting contiguous tracts of land with multiple landowners adjacent to Williamson County's River Ranch County Park.

Background

Texas A&M Forest Service (TFS) has confirmed three distinct and separate areas of Oak Wilt impacting River Ranch County Park. Two of the areas are located near the most southwestern boundaries of the park and also impact adjacent landowners. The third area is located solely on parkland in the northeastern area of the park. TFS has been on-site multiple times since June 2020 assessing and mapping the affected areas. TFS provided four recommendations for treatment options of which the Parks Department intends to self-perform via trenching equipment. The Oak Wilt cost-share funding program of the TFS affords affected landowners $1,000 towards treatment expenses. Williamson County is eligible to receive up to $2,000 towards treatment expenses resulting from two separate applications: (1) one as a joint landowner participant with other adjacent and affected landowners in FY20, and (2) one as a sole landowner participant applicant in FY21. The balance of the treatment expenses will be borne by the Parks Department operating budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Multiple Landowner Application
Landowner Acknowledgement Forms
Oak Wilt Maps
River Ranch County Park Application

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/13/2020 08:59 AM

Form Started By: Russell Fishbeck Started On: 08/12/2020 03:04 PM

Final Approval Date: 08/13/2020

TFS 6873

Texas A&M Forest Service

OAK WILT SUPPRESSION PROJECT

Application for Sharing of Treatment Expenses

Forester	Applicant's Name and Address	Oak Wilt Center/Treatment ID
Karl Flocke	**Bette G. Spoonts** **700 Theresa Cove** **Cedar Park, TX 78613**	**20-AN-4-1**

Telephone Number	County	USGS Quad Name	Lat/Lon	UTM
512-422-1972 (Home) _____ (Work) _____ (Cell)	**Williamson**	**Liberty Hill**		**N3389391** **E601689**

Driving Directions: **Spoonts Lane off of 282 Southwest Williamson County.**

Applicant's Request

I request cost sharing for the treatment(s) listed below.

Applicant's Signature: _____ Date: _____

Treatment Summary

Treatment	*Extent*	*Cost Shares*
Trenching	2,452 feet	$3,000.00
	TOTAL	$3,000.00

_____
Signature of Project Director

_____
Date Approved (m/d/y)

Expiration Notice

All treatment components must be completed and reported to forester by: _____

Expiration Date (m/d/y)

Your request for project cost-sharing to perform the treatment(s) listed above is approved for the specified property. If you decide not to perform this treatment, or if you cannot complete it by the expiration date, please notify the issuing TFS forester at once.

Completion Summary				**Office Use Only**	
No.	Date Completed	Total Costs	Forester's Initials	Cost Shares Paid	Date Paid
TOTALS					

TFS 6873

Texas A&M Forest Service

OAK WILT SUPPRESSION PROJECT

Application for Sharing of Treatment Expenses

THIS SECTION APPLIES ONLY TO PROJECTS WITH MULTIPLE LANDOWNERS

A landowner may choose to serve as a Primary Project Owner for projects affecting contiguous tracts of land with multiple landowners. The Primary Project Owner shall:

1) Submit a completed form W9 to TFS
2) Be the primary point of contact for TFS regarding the project
3) Coordinate the project with the additional land owners
4) Receive the full grant payment for the project
5) Be required to report the grant payment on his/her IRS tax return as appropriate for the year the grant payment is received
6) Distribute payments on behalf of the additional land owners as appropriate.

Primary Project Owner Signature	Date

All other landowners involved in the project should sign and date below:

Landowner Signature	Date
Landowner Signature	Date
Landowner Signature	Date
Landowner Signature	Date
Landowner Signature	Date
Landowner Signature	Date
Landowner Signature	Date
Landowner Signature	Date
Landowner Signature	Date

TEXAS A&M FOREST SERVICE

Landowner Acknowledgement Form

Location of Utilities

I hereby acknowledge that I have been informed of my responsibility to locate or have located all underground utilities if I receive funds from any federal/state cost-share program to assist implementing any ground-disturbing project administered by the Texas A&M Forest Service (TFS).

I understand that the Texas A&M Forest Service provides technical assistance to help control oak wilt on my property and that installation of trenches or other ground-disturbing activities are often recommended. I understand I can perform the work myself or I can hire a contractor, as long as all work specifications meet TFS technical guidelines, maintains competive pricing, and cost-share funds are approved before the work is accomplished. The Texas A&M Forest Service will avoid underground utilities whenever possible.

The Texas A&M Forest Service may assist by providing a list of contactors who have performed oak wilt trenching for others or who may be working in the area.

I understand any contractual arrangement, including liability agreements, must be made between myself and the contractor. The Texas A&M Forest Service is here to provide me with technical expertise, not act as a liaison between myself and the contractor. Any cost or time estimates for trenching made by the Texas A&M Forest Service are approximate. I understand it is my responsibility to speak with the contractor about haul fees, hourly or per foot charges, street or sidewalk cuts, billing, and extra services such as chainsaw work, excess soil removal, fence repairs, etc.

As a landowner, it is my responsibility to see that all underground utilities near proposed trenches are located before the scheduled trenching day. These can include:

Telephone: community cables, fiber optics, individual and neighbors' buried lines

Water: large water lines that may cross my property, house lines, irrigation and sprinkler lines and lines to watering troughs, barns, etc.

Cable: television, satellite dish

Sewer: septic line, leach (drain) field, gray water system

Electric: house, garage, barn, shed, light pole, etc.

Gas or Oil Pipe Lines: large gas or oil lines which may cross my property or other gas lines to the house, outside light, etc.

I hereby acknowledge that if any underground utilities are pulled up during the ground-disturbing project, I will NOT hold the Texas A&M Forest Service responsible. I understand it is my responsibility to contact the appropriate "utility" to come out and mark the location of all possible lines.

River Ranch County Park

Name Printed

Signature

21-AN-1-1

Case Number

Date

TEXAS A&M FOREST SERVICE

Landowner Acknowledgement Form

Cultural Resource Protection

I hereby acknowledge that I have been informed of the stipulations for protecting cultural resources if I receive funds from any Federal cost share program to assist implementing any ground-disturbing project administered by the Texas A&M Forest Service (TFS).

I understand that the TFS forester must conduct a cultural resource survey of the area on which the project will be implemented. This survey will generally involve walking over the area and looking for evidence of cultural resource sites on the ground; however, it may also include subsurface surveys, or shovel tests. Subsurface surveys will be done no deeper than the depth of disturbance by the ground-disturbing activity.

If a site is found within the treatment area, the TFS forester will inform me of such and I will be given the option of dropping the cost share project. If the project is dropped, there are no obligations for the site to be entered in a statewide database managed by the Texas Archeological Research Laboratory (TARL). However, if I choose to proceed with the project and accept Federal cost share money, then I must adhere to the following requirements:

(1) A State of Texas Archeological Site Data Form must be completed and sent to TARL for any site present within the treatment area, whether discovered before, during, or after project implementation. This information is exempt from the Open Records Act and is not available to the public.

(2) Any artifacts discovered during the survey or project implementation will be sent to the TFS consulting archeologist for quick study and returned to the landowner. Any artifacts found on a landowner's land are the landowner's private property, along with the cultural resource site.

(3) Once a year, the Texas Historical Commission (THC), who administers the National Historic Preservation Act of 1966, will conduct a review of the TFS program. The review will include on-site visits to selected tracts where cost share practices have been implemented. By accepting cost share assistance, I grant permission to TFS and THC personnel to visit my property for the purposes of conducting this annual review.

In implementing a project on an area where a cultural resource is present, the primary strategy will be to avoid the site by leaving it out of the area to be treated. If a site cannot be avoided and a landowner wants to receive cost-share assistance, the site must be evaluated by a professional archeologist to determine if it is eligible to be listed on the National Register of Historic Places. This evaluation will be at the expense of the landowner.

I understand that all cultural resources present on my property are my private property (or co-property with other landowners) and that my actions on, near, or to these cultural resources are not inhibited in any way. I further understand that the above stipulations apply only when Federal money is spent and that Federal money cannot be used to damage any cultural resource unless that cultural resource has first been professionally evaluated and found to be ineligible for inclusion in the National Register of Historic Places.

River Ranch County Park

Name Printed

Signature

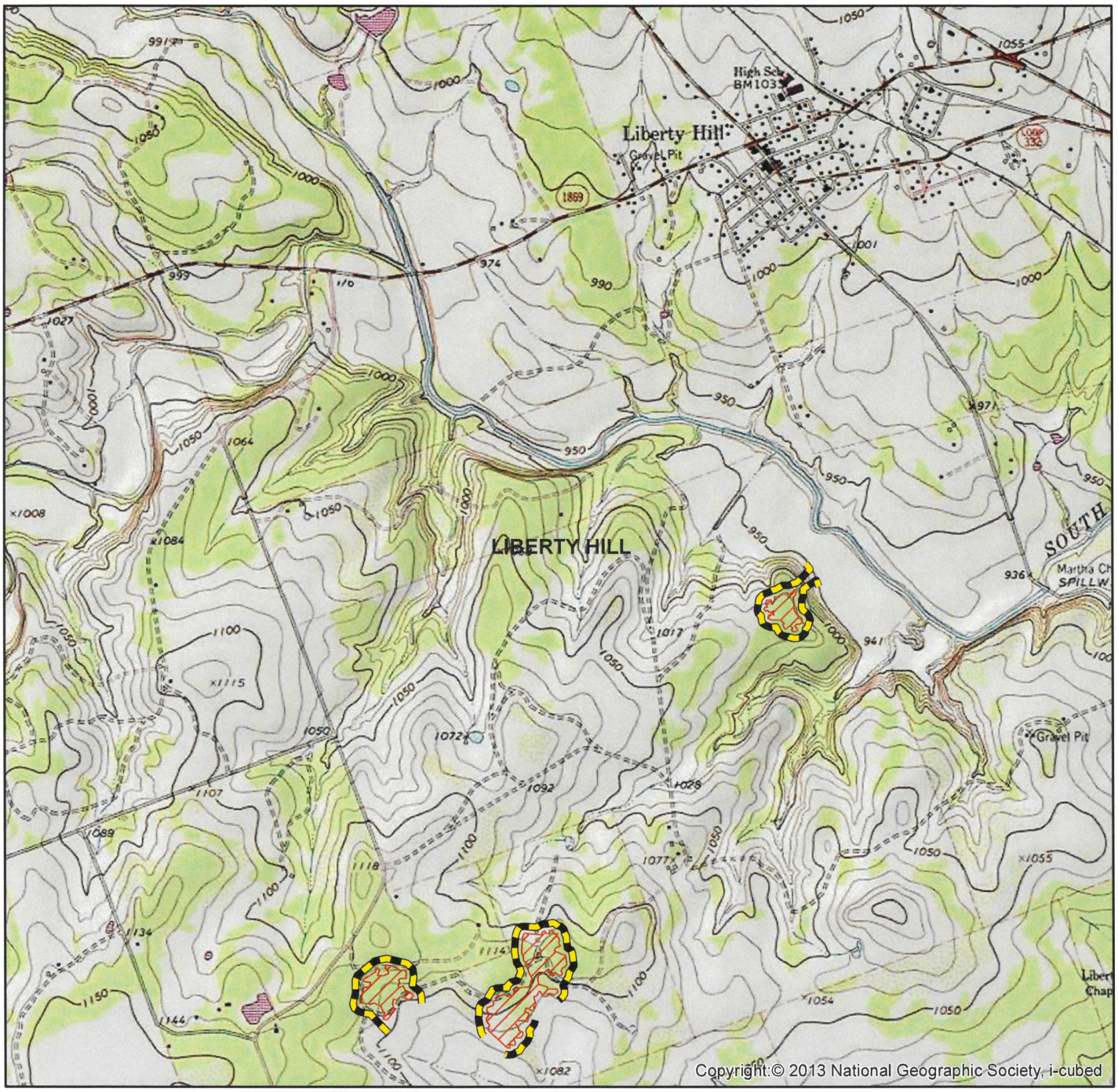
21-AN-1-1

Case Number

Date

River Ranch Park

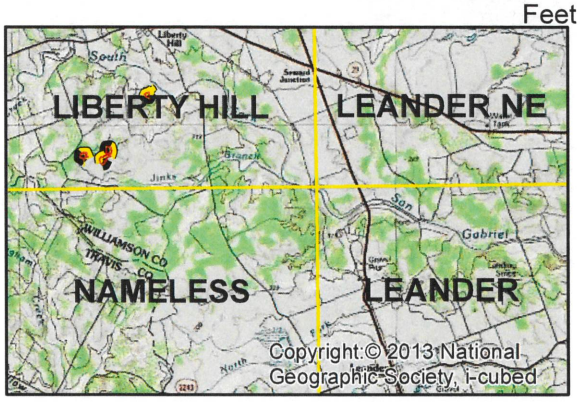
General Location Map



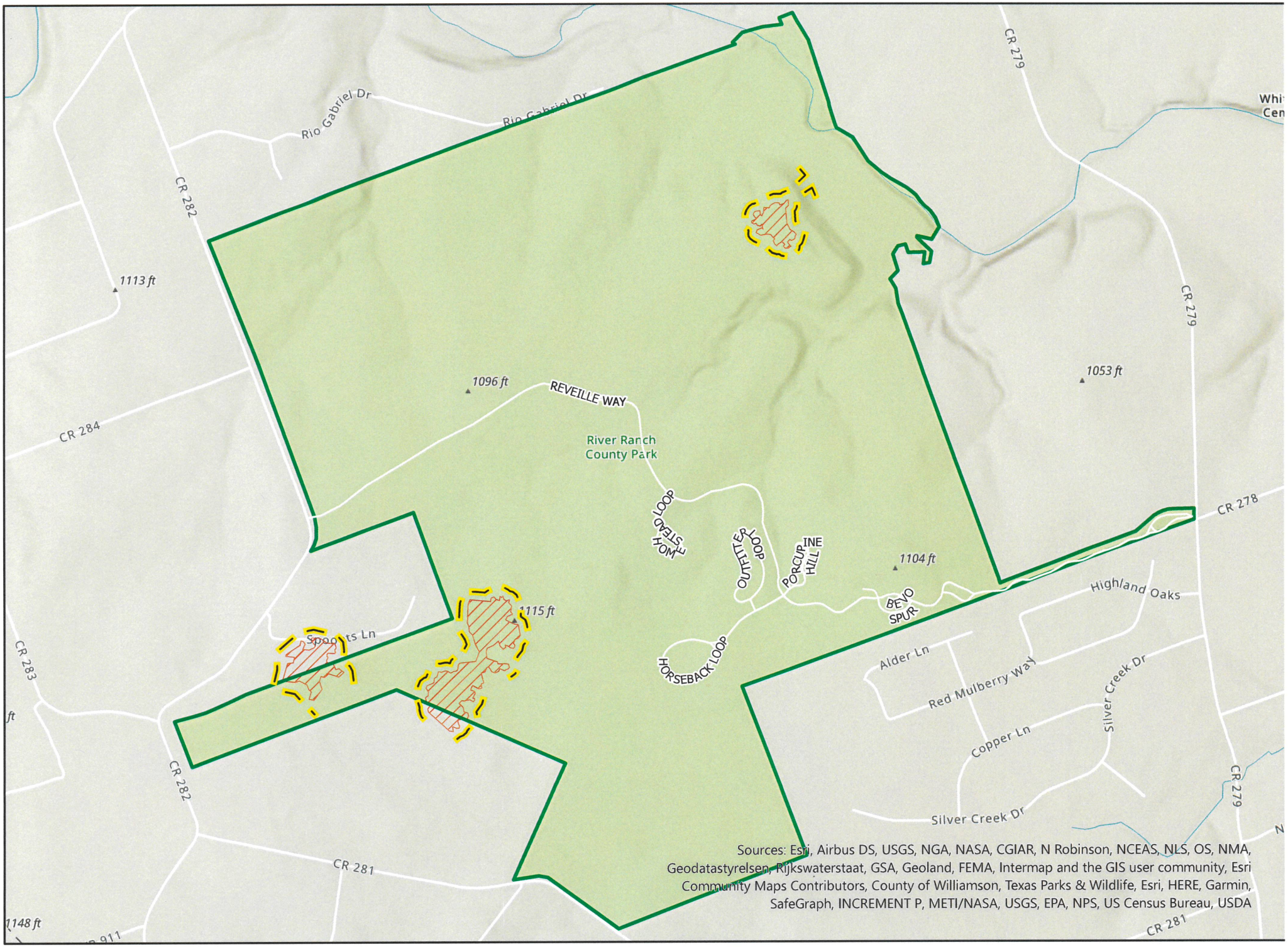
1,000 0 3,000

Feet

N

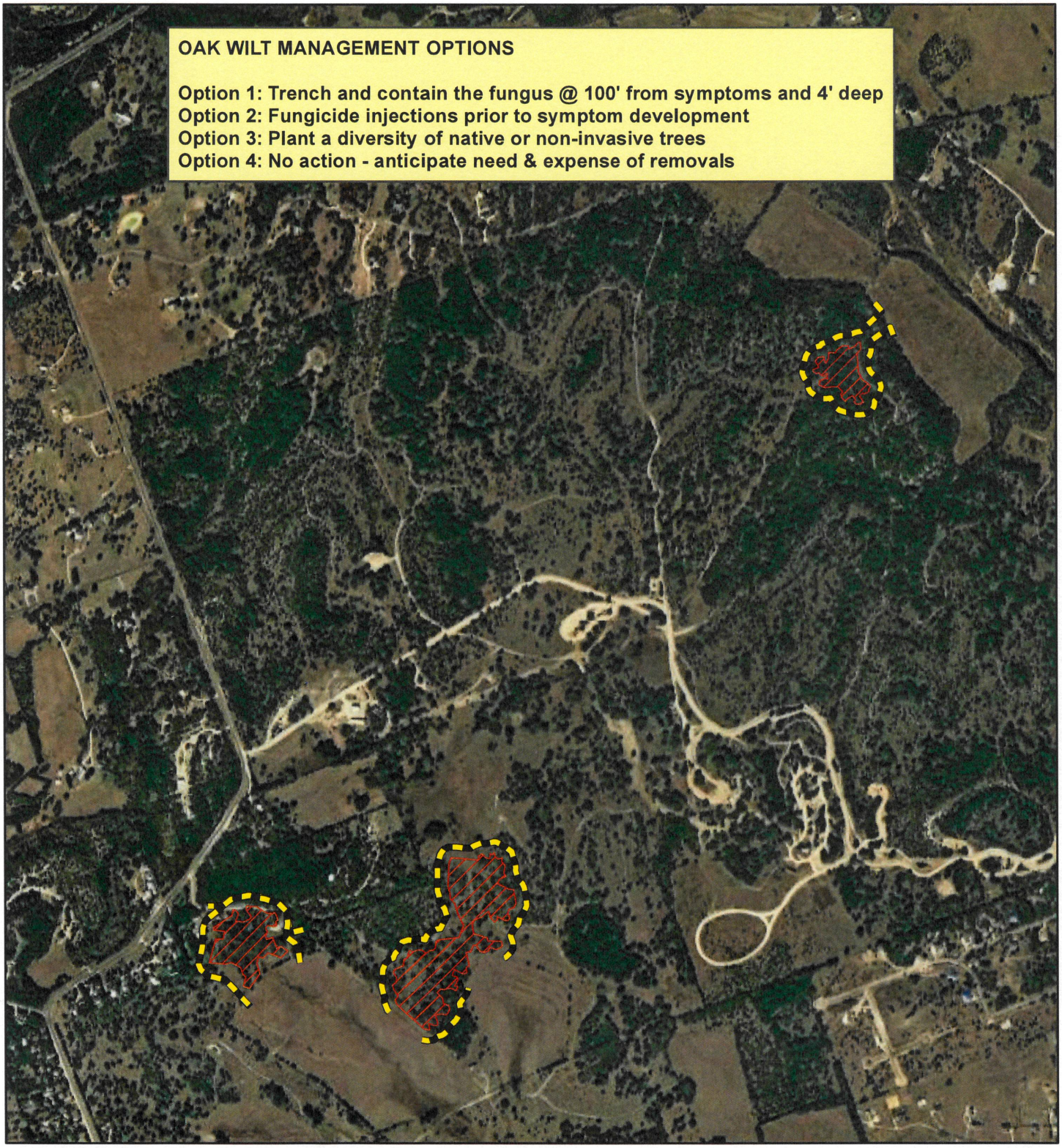


Landowner: River Ranch County Park
Case Number: 2021-AN-1-1
County: Williamson
Quadrangle: Liberty Hill
UTM Northing: 33894844
UTM Easting: 602253
Map Date: 7/14/2020
Forester: Camille Wiseman


Rio Gabriel Dr
Rio Gabriel Dr
CR 282
CR 279
CR 279
1113 ft
1096 ft
REVEILLE WAY
1053 ft
CR 284
River Ranch
County Park
WOLFSTEAD LOOP
OUTFITTER LOOP
PORCUPINE HILL
1104 ft
CR 278
BEVO SPUR
Highland Oaks
1115 ft
Spoonts Ln
CR 283
HORSEBACK LOOP
Alder Ln
Red Mulberry Way
Silver Creek Dr
Copper Ln
CR 282
CR 279
Silver Creek Dr
CR 281
1148 ft
CR 281
Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, County of Williamson, Texas Parks & Wildlife, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Oak Wilt

Treatment Map



Legend

MortalityCenter selection 2

Trench

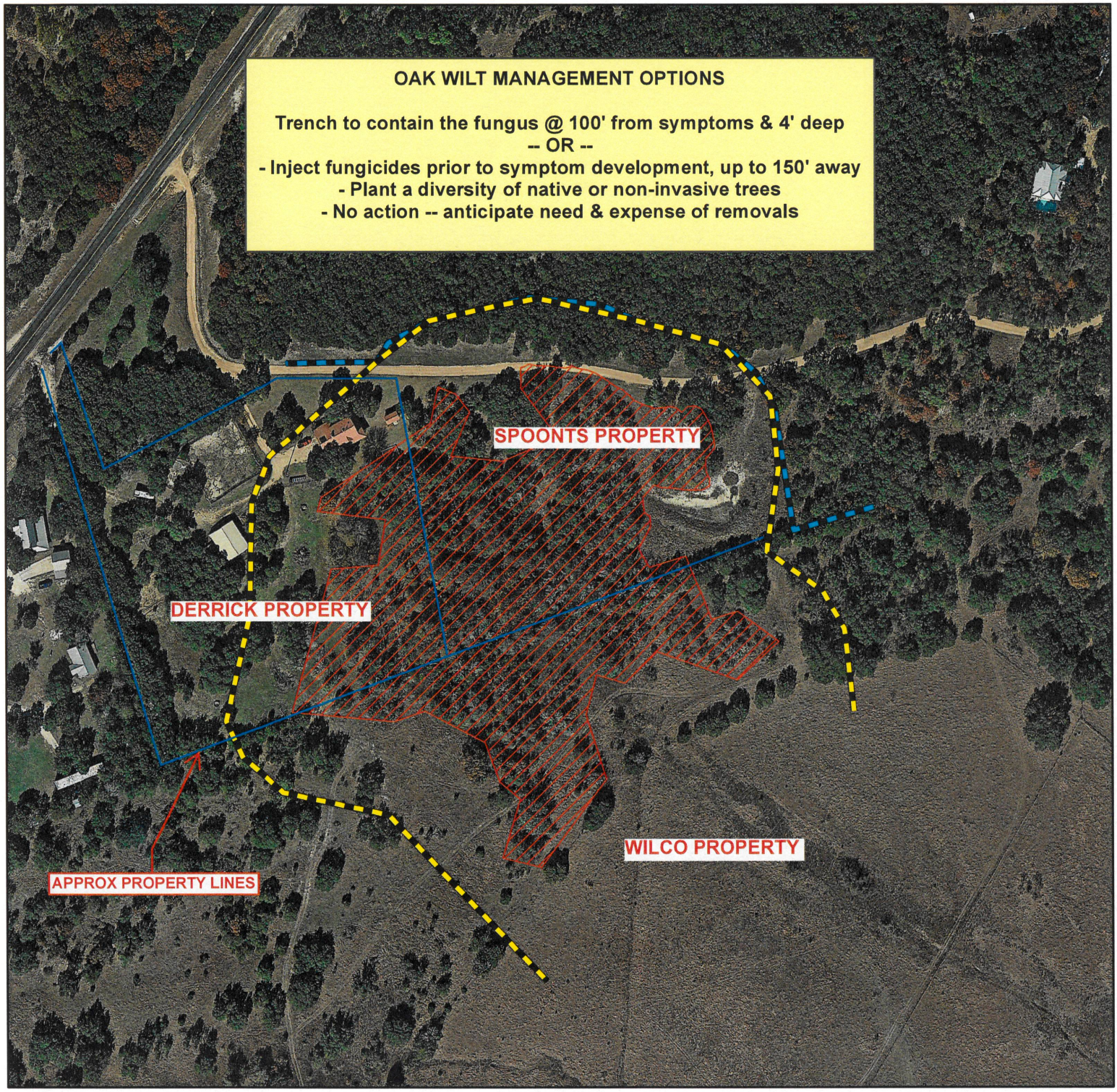
TEXAS A&M FOREST SERVICE

N

0 950 1,900 3,800 Feet

Oak Wilt
Treatment Map

N



Map Scale

300 150 0 300 Feet

LEGEND

Type

- CSPrimary
- NCSTrench
- MortalityCenter

TEXAS A&M FOREST SERVICE

Location: Spoonts
Case:
County: Williamson
Quadrangle: Liberty Hill
UTM Northing: 3389391
UTM Easting: 601689
Mortality Numbers: 72341
Map Date: May 20, 2020
Forester: Karl Flocke, TFS Austin

TFS 6873

Texas A&M Forest Service

OAK WILT SUPPRESSION PROJECT

Application for Sharing of Treatment Expenses

Forester

Camille Wiseman

Applicant's Name and Address

Williamson County Parks & Recreation
River Ranch County Park
1751 CR 282
Liberty Hill, TX 78642

Oak Wilt Center/Treatment ID

21-AN-1-1

Telephone Number

512-364-8336 (Home)
512-943-1944 (Work)
(Cell)

County: **Williamson**

USGS Quad Name: **Liberty Hill**

Lat/Lon

UTM

Driving Directions: **799 Silver Creek Dr, Leander, TX 78641**

Applicant's Request

I request cost sharing for the treatment(s) listed below.

Applicant's Signature: _____ Date: _____

Treatment Summary

Treatment	*Extent*	*Cost Shares*
Trenching	feet	$1,000.00

_____
Signature of Project Director

TOTAL $1,000.00

_____
Date Approved (m/d/y)

Expiration Notice

All treatment components must be completed and reported to forester by: _____

Expiration Date (m/d/y)

Your request for project cost-sharing to perform the treatment(s) listed above is approved for the specified property. If you decide not to perform this treatment, or if you cannot complete it by the expiration date, please notify the issuing TFS forester at once.

Completion Summary

No.	Date Completed	Total Costs	Forester's Initials
TOTALS			

Office Use Only

Cost Shares Paid	Date Paid

Commissioners Court - Regular Session **29.**

Meeting Date: 08/18/2020

Service Agreement for Tree Pruning Project

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 service contract between Legacy Arbor Care and Williamson County for Tree Pruning Project at Berry Springs Park and Preserve, in the not-to-exceed amount of $23,745.00, and authorizing the execution of the agreement.

Background

A Request for Quotation was sent to 6 vendors, of which four (4) responded with a quote for this Tree Pruning Project. Legacy Arbor Care provided the lowest qualified quote and the Parks Department recommended selection. Point of Contact is Keith Geer. Funding source 01.0100.3101.005300, approved in FY20 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Legacy Quote

Quote Tabulation

Vendor Signed Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/13/2020 11:00 AM
County Judge Exec Asst.	Andrea Schiele	08/13/2020 11:02 AM

Form Started By: Johnny Grimaldo Started On: 08/13/2020 08:36 AM

Final Approval Date: 08/13/2020

WILLIAMSON COUNTY
1848

REQUEST FOR QUOTATION

Name of Project: **Berry Springs Park Tree Pruning Project**

Description of Project: **Tree pruning in accordance to attached specifications & listed, tagged trees.**

Address to Send Quotes:
Williamson County Purchasing Dept.
ATTN: Johnny Grimaldo
johnny.grimaldo@wilco.org 512-943-1553
Cc:
Williamson County Parks Dept.
ATTN: Susan Blackledge
sblackledge@wilco.org 512-844-4820

Non-Mandatory Meeting/Site evaluation meeting: Friday July 24, 2020, Aug. 9:00AM. Meet at 1st parking lot across from the barn. Attendance is HIGHLY RECOMMENDED. Schedule yourself up to 3 hours to view trees.

Deadline for Quotes: Wed. –July 29, 2020 5pm
It is the sole responsibility of the bidder to ensure that their request for quote is received on time. Williamson County will not assume responsibility for any delay in the submittal of this form.

Williamson County Contact for Questions:
Susan Blackledge, 512-844-4820 cell., 512-930-0040 Office, sblackledge@wilco.org

---

QUOTATION FROM RESPONDENT

Company Name: Legacy Arbor Care
Company Address: PO Box 998 Cedar Park, TX 78630
Contact Name: Brent Newsom
Phone Number: 512.944.6240 **Email address:** newsom@legacyarbor.com

Quote for Entrance Road: Hazard reduction pruning (broken, improperly pruned or dead limbs greater than 1.5" in diameter) for 4 tagged trees (770,917,991,900)
$ 915.00

Quote for East Grove: Hazard reduction pruning (broken, improperly pruned or dead limbs greater than 1.5" in diameter) for 6 tagged trees (529,766,701,974,975,543)
$ 1,230.00

Quote for East Grove Tree Removal #964
$ 2,325.00

Quote for Tent Campground area trees: Hazard reduction pruning (broken, improperly pruned or dead limbs greater than 1.5" in diameter) for 14 tagged trees (712,550,779,782,713,715,784,720,719,786,787,989,788,545)

$ 2405.00

Quote for Cemetery, Tonkawa Pavilion and Restroom Areas: Hazard reduction pruning (broken, improperly pruned or dead limbs greater than 1.5" in diameter) for 7 tagged trees (847,845,843,850,838,839,840)

$ 1,245.00

Quote for Maintenance Road and Trailer Areas: Hazard reduction pruning (broken, improperly pruned or dead limbs greater than 1.5" in diameter) for 6 tagged trees (901,902,903,765,794,999)

$ 980.00

Quote for Inner West Grove/Playground/Birthday Pavilion/Fishing Pier Areas: Hazard reduction pruning (broken, improperly pruned or dead limbs greater than 1.5" in diameter) for 3 tagged trees (800,535,807)

$ 580.00

Quote Inner West Grove: Hazard reduction pruning (broken, improperly pruned or dead limbs greater than 1.5" in diameter) for 21 tagged trees (809,817,757,753,686,822,833,877,745,876,875,744,830,668,680,682,884,890,675,887,742)

$ 5,755.00

Quote West Grove-: Hazard reduction pruning (broken, improperly pruned or dead limbs greater than 1.5" in diameter) for 22 tagged trees (737,901,662,566,931,938,540,930,922,921,928,935,926,919,932,728,944,725,648,723,727,942)

$ 3,280.00

Quote for Removal West Grove #731

$ 400.00

Quote Midden Area: Hazard reduction pruning (broken, improperly pruned or dead limbs greater than 1.5" in diameter) for 7 tagged trees (559,992,993,994,995,996,859)

$ 2,070.00

Quote Granite trail to Spring Area: Hazard reduction pruning (broken, improperly pruned or dead limbs greater than 1.5" in diameter) for tagged tree (997)

$ 330.00

Tree Removal Quote Granite trail to Spring Area: Large dead tree on left side of trail

$ 650.00

Trail leading to primitive campground and campground Area: Hazard reduction pruning (broken, improperly pruned or dead limbs greater than 1.5" in diameter) for 6 tagged trees (998,904,866,867,905,870)

$ 1,080.00

Concrete & Horseback trail Areas: Hazard reduction pruning (broken, improperly pruned or dead limbs greater than 1.5" in diameter) 2 tagged trees (981,906)

$ 500.00

This quote is good for 90 ***days from today's Date:*** July 28, 2020.

Our company has current Workers Compensation Insurance and documentation can be provided upon request if awarded work: X **Yes** ___ **No**

Authorized signature: Brent Newsom

Print Name: Brent Newsom

2020 Berry Springs Tree Quote
08.05.2020

	Heritage Tree Care	Aabear Tree Care	Certified Arbor Care, INC	Legacy Arbor Care
Entrance Road 4 tagged Trees	$ 900.00	$ 1,265.00	$ 975.00	$ 915.00
East Grove 6 tagged trees	$ 1,260.00	$ 3,317.75	$ 2,245.00	$ 1,230.00
East Grove Tree Removal #964	$ 1,950.00	$ 6,325.00	$ 2,925.00	$ 2,325.00
Tent Campground 14 tagged trees	$ 2,160.00	$ 3,393.00	$ 4,290.00	$ 2,405.00
Cemetery, Tonkawa Pavilion and RR Area	$ 1,080.00	$ 1,265.00	$ 2,145.00	$ 1,245.00
Maint Rd and Trailer Area 3 tagged trees	$ 1,260.00	$ 2,170.00	$ 1,800.00	$ 980.00
Inner West Grove/Playground 3 tagged trees	$ 900.00	$ 1,449.00	$ 1,170.00	$ 580.00
Inner West Grove 21 tagged trees	$ 3,600.00	$ 8,165.00	$ 6,825.00	$ 5,755.00
West Grove 22 Tagged Trees	$ 4,320.00	$ 6,895.00	$ 8,580.00	$ 3,280.00
Removal #731	$ 975.00	$ 3,395.00	$ 975.00	$ 400.00
Middle Area 7 tagged Trees	$ 1,620.00	$ 2,630.00	$ 2,730.00	$ 2,070.00
Granite Trail to Spring Area #997	$ 220.00	$ 810.00	$ 585.00	$ 330.00
Tree Removal Granite Trail to Spring Area	$ 1,750.00	$ 4,485.00	$ 1,950.00	$ 650.00
Trail Leading to primative campground 6 tagged trees	$ 1,560.00	$ 2,055.00	$ 2,145.00	$ 1,080.00
Concrete & Horseback trail Area	$ 720.00	$ 1,135.00	$ 1,170.00	$ 500.00
Total	$ 24,275.00	$ 48,754.75	$ 40,510.00	**$ 23,745.00**

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
BERRY SPRINGS PARK
TREE PRUNING PROJECT
(Parks Department)

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 **Bret Frazier d/b/a Legacy Arbor Care** (hereinafter "Service Provider"), P.O. Box 998, Cedar Park, TX 78630. 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 Quotation, dated July 28, 2020, which is designated Exhibit "A" and 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 $23,745.00.00.**

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 Quotation, dated July 28, 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.

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: 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:	**SERVICE PROVIDER:**
_____	_____
Authorized Signature	Authorized Signature
_____	Brent Newsom
Printed Name	Printed Name
Date: _____, 2020	Date: August 8, 2020

Exhibit(s)
Quotation, dated July 28, 2020

Commissioners Court - Regular Session **30.**

Meeting Date: 08/18/2020

Purchase of Dymo LabelWriter 450 Turbo printer with Labels

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 on a one time purchase with Terms and Conditions for Emergency Services.

Background

Emergency Services would like to purchase an additional label printer to allow the Admin to re-print badges, in the event that the current two printers malfunction while connected to the check-in kiosks. Emergency Services is also in need of additional accurately sized labels that can only be bought from LobbyGuard. Quote # Q-00090-3 attached, includes both the printer, labels and shipping, totaling $370.00; however, requires signature to agree to terms and conditions of, Net 30 terms and applicable taxes before purchasing.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100.0583.003120	Printer Supplies	$370.00

Attachments

Quote LobbyGuard

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/13/2020 10:44 AM

Form Started By: Damaris Morales Started On: 08/13/2020 10:20 AM

Final Approval Date: 08/13/2020

LOBBYGUARD
A RAPTOR TECHNOLOGIES COMPANY

Quotation

LOBBYGUARD
4700 Six Forks Road, Suite 300
Raleigh, NC 27615
United States

Quote #: Q-00090-3
Date: 8/7/2020 1:49 PM
Expires On: 9/6/2020
Federal Tax ID #: 20-2442335

To:
Julia Cooper
(512) 864-8200

From:
Kristie Gielow
kristie.gielow@lobbyguard.com
866-905-6229 ext. 519

Ship To
Julia Cooper
Williamson County Emergency Communications
911 Tracy Chambers Lane
Georgetown, TX 78626
United States

Bill To
Williamson County Emergency Communications
911 Tracy Chambers Lane
Georgetown, TX 78626
United States

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	EXTENDED
1.00	LobbyGuard Single Spool Printer	Prints self-adhesive visitor badges.	$200.00	$200.00
1.00	Shipping	Shipping for Devices	$30.00	$30.00
1.00	10 Rolls of Badges - White	LobbyGuard Printer Labels - 10 rolls per box / 250 badges per roll.	$120.00	$120.00
1.00	Shipping for Box of Badges	Shipping cost for Badges/Paper	$20.00	$20.00
			TOTAL:	$370.00

Terms and Conditions:
Invoice terms are Net 30 Days unless otherwise noted.
Applicable state, city and local sales tax will be charged on invoice.

Signature: _____
Name (Print): _____
Please sign and email to kristie.gielow@lobbyguard.com

Date: _____
Title: _____

Commissioners Court - Regular Session **31.**

Meeting Date: 08/18/2020

Preventative Maintenance for Gym Equipment at the ESOC

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving an agreement for preventative maintenance for gym equipment at the Emergency Services Operations Center, with Fitness Services Unlimited, in the amount of $275 annually and authorizing the execution of the agreement.

Background

This agreement covers operational and visual inspection, lubrication, calibration, internal inspection and cleaning, and notation of the equipment status. Department contact: Chief Chris Connealy. Funding Source: 01.0100.0581.004500.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement and Vendor Reimbursement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/13/2020 09:45 AM
County Judge Exec Asst.	Andrea Schiele	08/13/2020 10:33 AM
Form Started By: Kerstin Hancock		Started On: 08/12/2020 10:16 AM
Final Approval Date: 08/13/2020		

Fitness Services Unlimited

Preventative Maintenance Agreement

Name/Facility	Williamson County Emergency Services
Address	911 Tracy Chambers In Georgetown, TX 78626
Phone/Fax	512-864-8210/512-961-2999
Contact	Chris Connealy

Monthly	Quarterly	Bi-annually	Annually	Amount	Tax	TOTAL
			X	$275.00	Exempt	$275.00

FEE IS FOR EACH VISIT

This Preventative Maintenance Agreement will cover the servicing of the listed equipment at your facility. This service will be as follows: **1) Operational Inspection, 2) Visual Inspection, 3) Lubrication, 4) Calibration, 5) Internal Inspection and Cleaning, and 6) Notation of equipment status.**

Fitness Services Unlimited can make suggested repairs to the equipment at our current labor rate plus any additional charges, such as mileage, trip charge, hotel expense, etc.

This agreement is strictly preventative in nature, intended to keep your facility as operational as possible by drawing attention to the present status.

This agreement does not cover abuse, vandalism, normal wear and tear, external cleaning, or Act of God resulting in failure of equipment, nor does it include the cost of parts, shipping, or labor charges associated with a repair not specified by this agreement.

F.S.U. reserves the right to refuse service on certain manufacturers.

PMA Equipment List:
4x bikes, 2x ellipticals, 2x treadmills, 1x multi gym, Bowflex pro1000, and bowflex dumbbells

Also, if your ownership requires any additional insurance coverage (i.e. waiver of subrogation, or to be named as an additionally insured, these charges will be billed in additional to this total. Prices are subject to change with a 30 day notice.

This agreement may be cancelled by either party with a thirty-day notice. Billing for the services will be due upon invoice. A delinquent account will void this agreement.

Customer signature: _____ **Date**: _____

Remit to: Fitness Services Unlimited
9603 Braun Run
San Antonio, TX, 78254

512-759-1118
512-759-5153 (fax)
fitnesssvc@austin.rr.com

Benjamin Bennett 08/12/20

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

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

Commissioners Court - Regular Session **32.**

Meeting Date: 08/18/2020

ES&S Ballot on Demand

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 Election Systems and Software, LLC. (ES&S) and Williamson County for Ballot on Demand Services pursuant to BuyBoard Contract #542-17 and authorizing execution of the agreement.

Background

Approval of this agreement will support the operations of the Williamson County Elections Department. Exhibits A and B outline the pricing for equipment and software maintenance and support fees as well as election set up fees. Equipment maintenance and support fees for the initial 1 year term are $2,635. The agreement will automatically renew each year after at an increased rate not to exceed more than 5% of the previously paid fee. Additional election setup fees will apply but will vary depending on the type of election. The initial expenditure will be charged to 01.0376.0376.004251, additional fees will be charged to different line items dependent upon the type of election. Department contact is Chris Davis.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/13/2020 10:22 AM
County Judge Exec Asst.	Andrea Schiele	08/13/2020 10:31 AM
Form Started By: Erica Smith		Started On: 08/12/2020 09:32 AM
Final Approval Date: 08/13/2020		

ELECTION SYSTEMS & SOFTWARE, LLC
BALLOT ON DEMAND SYSTEM, ONGOING LICENSE, MAINTENANCE, AND SERVICES AGREEMENT

This Agreement is made as of the date it is executed by the last of the parties named below on the signature page (the "Effective Date"),

BETWEEN: ELECTION SYSTEMS & SOFTWARE, LLC, a Delaware Limited Liability Company ("ES&S")

AND: WILLIAMSON COUNTY, TEXAS ("Customer").

RECITALS:

A. Customer previously purchased certain ballot printing equipment and licensed certain ballot on demand software from ES&S and now desires to continue such license of software as well as purchase related services from ES&S for use in Williamson County, Texas (the "Jurisdiction"). The terms and conditions under which such software and services shall be provided are set forth in the **GENERAL TERMS** attached hereto and incorporated herein by reference.

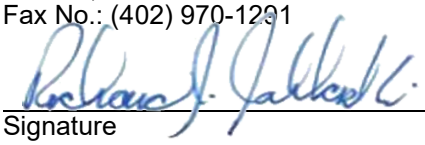
B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):

___X___ Exhibit A (Pricing Summary)

___X___ Exhibit B (ES&S Software and Services Description, Pricing and Fees)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in each Exhibit attached hereto and incorporated herein.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles that would require the application of the laws of any other state.
- Represents and warrants to the other party that as of its signature below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

ELECTION SYSTEMS & SOFTWARE, LLC 11208 John Galt Boulevard Omaha, NE 68137 Fax No.: (402) 970-1291	Williamson County, Texas 301 SE Inner Loop St 104 Georgetown, TX 78626 Fax No.: (512) 943-1634
 Signature	Signature
Richard J. Jablonski Name (Printed or Typed)	Name (Printed or Typed)
VP of Finance Title	Title
08/11/2020 Date	Date

GENERAL TERMS
ARTICLE 1
DEFINITIONS

All capitalized terms used, but not otherwise defined, in these General Terms or in an Exhibit shall have the following meanings:

a. "Documentation" means the operating instructions, user manuals or training materials for the ES&S Equipment and ES&S Software.

b. "ES&S Equipment" means ES&S' hardware or other ES&S proprietary equipment.

c. "ES&S Software" means ES&S' proprietary Ballot On Demand software and all Updates delivered to Customer under this Agreement, unless licensed pursuant to a separate written agreement.

ARTICLE 2
LICENSE OF ES&S SOFTWARE AND PAYMENT OF FEES

2.1 a. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time and temporary employees to use the ES&S Software described on Exhibit B and related Documentation supplied by ES&S. The licenses allow Customer to use (but not copy) the ES&S Software and the Documentation in the course of operating the ES&S Equipment and solely for the purposes of managing the printing of ballots in the Jurisdiction. The licenses granted in this Section 2.1 do not permit Customer to use the source code for the ES&S Software.

b. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

i. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

ii. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party, including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer (including, but not limited to, any ballot printing, coding, programming or ballot layout services) without ES&S's prior written consent; or

iii. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

iv. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Software (except ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

2.2 **Term of Licenses**. The licenses granted in Section 2.1 shall be in effect for the Term of the Agreement (as defined in Section 3.1 below) provided Customer timely pays the annual software license and maintenance and support fees as determined by ES&S. ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Sections 2.1, 2.4, or 3.6 with respect to, such license. Upon the termination of either of the licenses granted in Section 2.1 for ES&S Software or upon

Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

2.3 **Updates**. During the Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates to the Customer, (ii) train Customer on Updates, if such training is requested by Customer; or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to a change in state or local law.

2.4 **Fees**

a. **Equipment Maintenance and Software License Fees**. The fees for ES&S' Equipment Maintenance and ES&S Software License, Maintenance and Support Services are set forth on Exhibit A

b. **Election Set-Up Fee**. The per election fee for election setup is set forth on Exhibit B.

c. **Pre-Election Services**. The fees for the optional Pre-Election Services are set forth on Exhibit B.

ARTICLE 3
MISCELLANEOUS

3.1 **Term; Termination.** This Agreement shall be effective for a **One (1) Year Period beginning on the Effective Date** (the "Initial Term"). The Initial Term shall automatically renew for an unlimited number of successive one-year period unless otherwise agreed to, in writing, by the parties (each a "Renewal Period"). The Initial Term and all Renewal Periods shall be collectively referred to herein as the "Term". The Term shall continue until this Agreement is terminated by the first to occur of (i) either party's election to terminate it upon the expiration of the Initial Term or any Renewal Period thereof, written notice of such election shall be given to the other party at least sixty (60) calendar days prior to the expiration of the Initial Term or any Renewal Period; (ii) the date that is thirty (30) days after either party notifies the other that the other has materially breached this Agreement, and the breaching party fails to cure such breach within such thirty (30) day period, (except a breach as provided in (iv) below which will require no notice); (iii) the date which is thirty (30) days after ES&S notifies the Customer of ES&S intent to terminate the Agreement as a result of the Customer no longer utilizing ES&S' voter tabulation system with the Ballot On Demand printer purchased and licensed hereunder, (iv) Customer's failure to make any payment due hereunder within thirty (30) days after it is due or (v) 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, Customer will only be liable for its pro rata share of services rendered and goods actually

received. In the event of early termination by ES&S due to (a) a breach of this Agreement by Customer, (b) Customer's failure to pay any amounts owed under this Agreement or (c) the failure of Customer to appropriate funds to make the payments due under this Agreement, Customer shall pay ES&S for all products delivered and services performed up through the effective date of termination, Upon termination of this Agreement, Customer shall immediately return all ES&S Software and Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

3.2 **Maintenance; Support**

a. **ES&S Equipment and ES&S Software.** Provided Customer pays the applicable annual fees set forth on Exhibit A for ES&S Equipment and ES&S Software license maintenance and support services, ES&S agrees that during the Term of the Agreement, ES&S shall maintain the ES&S Equipment and ES&S Software in good working condition in order allow the Customer to use the ES&S Equipment and ES&S Software in accordance with its Documentation, wear and tear excepted ("Normal Working Condition"). If a defect or malfunction occurs in any ES&S Equipment and/or ES&S Software while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S or its authorized representatives shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. ES&S or its authorized representatives shall repair or replace any item of ES&S Equipment and ES&S Software at ES&S' or the Customer's designated location as determined by ES&S in its sole discretion. If a defect or malfunction occurs in any ES&S Equipment and ES&S Software as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, rodent infestation, and utility or communication interruptions, Customer shall pay ES&S for any maintenance services at ES&S' then-current rates, as well as for the cost of all parts used in connection with the performance of such maintenance services.

b. **Disclaimer of Warranties. EXCEPT AS OTHERWISE SET FORTH HEREIN, ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE..**

3.3 **Consumables**. Customer shall be responsible for the purchase, shipping and installation of all components that are consumed in the normal course of operating the ES&S Equipment, including, but not limited to, toner, drums, transfer belts, fusers, and ballot stock (collectively, "Consumables"). All Consumables shall meet ES&S' specifications and may be purchased directly from ES&S or from authorized dealers. In the event the Customer purchases Consumables which do not meet ES&S specifications, Customer shall be solely responsible for any and all costs, expenses, liabilities, losses and damages resulting from the Customer's failure to purchase Consumables which meet ES&S' specifications

3.4 **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (b) errors that arise from mechanical or electronic component failures that are not covered under warranty or not subject to maintenance efforts or cure under this Agreement; or (c) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform its obligations under this Agreement.

3.5 **Taxes; Interest.** Customer shall provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement; provided, however, Customer shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 3.7, it shall pay the tax and may thereafter seek a refund.

3.6 **Proprietary Rights.** Customer acknowledges and agrees as follows:

a. ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S.

b. Customer shall not cause or permit the adaptation, conversion, reverse engineering, disassembly or decompilation of any of the ES&S Equipment or ES&S Software.

c. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

3.7 **Excusable Nonperformance**. Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

3.8 **Non-Appropriation of Funds.** Customer represents, warrants, and covenants that it has appropriated, and will have appropriated, funds available necessary to pay the amounts due herein through the end of the Customer's current fiscal year, and that Customer shall use its best efforts to obtain and appropriate funds in order to pay all payments which shall be due in each year of this Agreement. In the event that funds are not appropriated or otherwise made available to support the continuation of performance by Customer hereunder in any subsequent fiscal period, this Agreement may be terminated by either party; provided, however, that this Section 3.10 shall not be construed so as to permit Customer to terminate this Agreement in order to acquire a ballot on demand system and/or related services from a third party. Either party may notify the other of the termination, which may occur no later than the beginning of the subsequent fiscal period. Upon termination, Customer shall pay ES&S for all services performed pursuant to this Agreement up to the date of termination and reasonable exit costs incurred by ES&S. The amount of such payment may be paid from any appropriations available for such purposes, and Customer's highest-ranking officer or official shall use his/her best efforts to timely and sufficiently request the appropriation necessary to pay such amount.

3.9 **Assignment.** Except in the case of a reorganization of the assets or operation of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations

hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

3.10 **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

3.11 **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than thirty (30) days, ES&S may suspend performance under this Agreement until such amount is paid.

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

3.13 **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.

3.14 **Mediation**. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Proposal/Contract.

3.15 **Venue and Governing Law**. Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

3.16 **Texas Law Applicable to Indemnification.** All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Customer's rights.

3.17 **Right to Audit.** ES&S agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of ES&S which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. ES&S agrees that licensee shall have access during normal working hours to all necessary ES&S facilities and shall be provided adequate and appropriate work space

in order to conduct audits in compliance with the provisions of this section. licensee shall give ES&S reasonable advance notice of intended audits.

3.18 **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Article 2 and Sections 3.6-3.18 of these General Terms shall survive the termination of this Agreement, to the extent applicable.

[END OF GENERAL TERMS]

EXHIBIT A
PRICING SUMMARY

Sale Summary:		
Description	**Refer to**	**Amount**
ES&S Equipment Maintenance and Support Fees	Exhibit B	$205.00
ES&S Software License, Maintenance and Support Fees	Exhibit B	$2,430.00
Total Net Sale:		**$2,635.00**

Election Set Up Fees and Optional Pre-Election Services are not included in Total Net Sale. Please see Exhibit B for Election Set-Up Fees and Optional Pre-Election Services Fees and payment terms.

Terms & Conditions:

Note 1: Pursuant Section 3.5, any applicable state and local taxes are not included, and are the responsibility of Customer. Premium or rush transportation services incurred in connection with deliverables included in the Total Net Sale are additive and will be billed as incurred.

Note 2: **Invoicing and Payment Terms are as Follows**:

$2,635.00 due Thirty (30) Calendar Days after Receipt of Corresponding ES&S Invoice.

All other Service Fees are set forth on Exhibit B and are due within thirty (30) days of Customer's receipt of ES&S' invoice.

Ongoing Services:

Description	**Annual Fee**
Equipment Maintenance and Support Services:	
• ES&S Equipment Maintenance and Support Service Fee. Fees for any Renewal Term will be increased at a rate not to exceed more than 5% of the previously paid fee.	$205.00
Software License, Maintenance & Support Services:	
• Ballot On Demand Software Fees (See Exhibit B for descriptions). Fees for any Renewal Term will be increased at a rate not to exceed more than 5% of the previously paid fee.	$2,430.00

EXHIBIT B
EQUIPMENT, SOFTWARE, AND SERVICES DESCRIPTION,
PRICING AND FEES

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	ES&S Equipment to be covered:		
1	C711 Printer	$205.00	$205.00
Ballot On Demand Software			$2,430.00
	Software Licenses Including the Following Features:		
1	Single Request Software (SRS)*	N/A	$2,160.00
1	Multiple Request Software (MRS)*	N/A	Included
1	Integrated Printer Audit and Reporting Software	N/A	$270.00

*Balotar Initial Annual Software License Fee (Includes One (1) License with Single Request Capability and Multiple Request Capability): BuyBoard Contract 542-17.

ELECTION SETUP FEES

Initial Election Set-Up Fee per Election Event
Black and White Ballot Set-Up:
$450.00 per election set-up + $1.00 per unique PDF for first Computer
$75.00 for each additional Computer set-up
Color Ballot Set-Up:
$550.00 per election set-up + $1.00 per unique PDF for first Computer
$75.00 for each additional Computer set-up
Rework of Set-Up due to Customer Changes After Initial Set-Up is Complete
$175.00 per change event for first Computer set-up
$75.00 for each additional Computer set-up
Other
$350.00 fee for L&A Test Deck Creation
On-Site Set-Up: $1,700.00 per person, per day

Election Set-Up Fees are due within thirty (30) days of receipt of ES&S invoice.

OPTIONAL PRE-ELECTION SERVICES FEES

Upon request by the Customer and the payment of the associated fees, ES&S shall provide on-site Pre-Election services to the Customer ("Pre-Election Services") at the rate of $1,700.00 per day for the Initial Term.

Optional Pre-Election Services Fees are due within thirty (30) days of receipt of ES&S invoice.

ES&S reserves the right to increase the fees set forth in Exhibit B at the beginning of each Renewal Period.

Commissioners Court - Regular Session **33.**

Meeting Date: 08/18/2020

Brycomm Pavilion P35 Structured Cabling

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 Brycomm, LLC to provide and install a j-hook cable support system according to specifications in the attached proposal in the amount of $23,993.19 per the terms of DIR Contract #DIR-TSO-3698 and authorizing execution of the agreement.

Background

This agreement will provide and install J-hook cables support system, racks & cabinets with all associated hardware and provide Cat 6 cables to each location at the Williamson County Pavilion P35. Department point of contact is Dwayne Gossett. Funding Source is P474.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/13/2020 10:26 AM
County Judge Exec Asst.	Andrea Schiele	08/13/2020 10:32 AM
Form Started By: Andrew Portillo		Started On: 08/12/2020 10:09 AM
Final Approval Date: 08/13/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
INSTALLATION OF
CABLING SERVICE & RELATED PRODUCTS
(Williamson County Pavilion)
DIR-TSO-3698

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 **BRYCOMM, LLC, (hereinafter "Service Provider")**, 15302 Marsha St., Austin, TX 78728. 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/Quote, dated March 16, 2020, which is designated Exhibit "A" and 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 $23,993.19.**

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/Quote, dated March 16, 2020, which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

VI.

No Agency Relationship: 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.

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:

M. Baker
Authorized Signature

Mike Baker, CFO
Printed Name

Date: August 11, 2020

Exhibit(s)
Statement of Work/Quote, dated March 16, 2020

BRYCOMM
NETWORK CABLING | LIGHTING | A/V | SECURITY | OSP

Williamson County
TX

DIR NUMBER:
DIR-TSO-3698



A Proposal For

WILLIAMSON COUNTY
1848

Pavilion P35 – Structured Cabling – Division 27

Prepared by:
Chris Coffee, RCDD
chris.coffee@brycomm.com
O: 512-712-4008
M: 415-656-7711
Date: 3-16-20

Submit Contracts & PO's to: orders@brycomm.com

We appreciate your interest in our services and thank you for the chance to offer the following proposal for this project. Our proposal incorporates the following:

Project Name: Williamson County Pavilion P35
Scope of Work: Structured Cabling – Division 27
Estimated By: Brian C. **Submit Contracts & PO's to:** orders@brycomm.com

I. DOCUMENTS

Drawings: Drawing Dated: 5-24-19

Sheet(s): A2-1, E3-2, E3-3

Specifications: N/A

Addendum(s): Addendum No. Issued:

II. SCOPE OF WORK

Pathways

1. Provide and install a j-hook cable support system according to specifications.
    a. J-hooks shall have a 90-degree radius edge to prevent damage while installing cables.
    b. J-hooks shall be directly attached to walls, hanger rods, etc., to meet job conditions.
    c. Separate pathway for each cable type will be provided where applicable and shall size the j-hooks for 20% growth.

Communications Equipment Room Fittings

1. Provide and install racks/cabinets and all associated hardware for MDF and each IDF per plans and specifications.
    a. **2** – Wall Mount Equipment Racks
2. Provide and install 18" ladder rack and all associated hardware as indicated per plans and specifications.

Communications Horizontal Cabling

1. Provide and install Cat6 plenum cable to each location, a total of **8** Cat6 cables.
    a. **3** – Standard Data Outlet Locations (2 & 4 Data)
2. Provide and install Cat6 modular jacks, terminated on each outlet end of cable and secured in faceplates or surface mount boxes and labeled per specifications.

Grounding and Bonding Communications Systems

1. Provide and install all necessary grounding components for MDF and IDFs in compliance with ANSI/TIA-607-C Telecommunications Bonding and Grounding Planning and Installation Methods for Commercial Buildings.
2. Bonding of all racks and ladder rack will be a minimum #6 AWG green-insulated stranded copper wire. Connectors shall be a copper alloy material and two-hole, double-crimp compression lug type at all connecting ends as indicated per specifications.

Backbone Fiber

1. **Provide and Install 12 strand SM Fiber with SC Connectors**

    a. MDF to New Concession.
    b. Existing Concession to New IT Closet.
    c. New It Closet to New It Closet.

Exclusions

1. Core drilling, EZ-Paths installs, wire-mold, conduit (EMT), conduit (EMT) sleeves, poke-thru or other penetrations. As well as, new pathways inside and outside (conduit).
2. Labor, materials, or installation of Main building ground system, such as 750 KCMIL Ground Conductor including ground from electrical distribution panels to MDF and IDFs.
3. Communications closet buildouts, including plywood.
4. Data communications hardware such as switches/routers/phones, and programming or configuration of data communications hardware.
5. Wireless Access Points (WAPs) or installation of owner provided WAPs.
6. Any electrical power receptacles, carpentry, demolition, patching, refinishing and relocation are excluded.
7. Any other hardware, labor or other materials that is not described in this Scope of Work, is excluded from this proposal. If this raises an issue, please make BryComm aware so that we may revise our proposal accordingly.

Clarifications

1. Testing and documentation of the entire install will be provided to the owner upon completion, per contract documents. Labeling will be completed to standard and identified as indicated in specifications.
2. Testing, labeling and documentation of the entire install will be provided upon completion.
3. An extended manufacturer warranty from the specified manufacturer will be provided upon completion.
4. All UTP cabling shall be terminated per the *TIA-568B* pin-out configuration.
5. Installation of all cabling will meet *ANSI/TIA 568-D* requirements and BICSI best practices.
6. Wage rate requirements have been applied to this proposal.
7. BryComm can provide HUB upon request.
8. BryComm currently employs three (3) full time RCDD personnel.
9. BryComm to require (15) working days to review, process, and return all customer issued contracts.
10. All work will be performed Monday through Friday, excluding holidays, during regular normal working hours. BryComm assumes there are no abnormal environmental or hazardous conditions on the premise, which would require extraordinary safety and/or regulatory functions, activities, permits or certifications for BryComm to perform the required work.

III. PRICING SUMMARY

Scope of Work		Cost	
270000	Structured Cabling	$	23,993.19
	Total	$	23,993.19

Thank you for the opportunity and feel free to contact me if you have any questions or concerns.

Chris Coffee, RCDD
Director of Estimating & Preconstruction
O: 512-712-4008 x157 | M: 415-656-7711
www.brycomm.com
Security License #B17431

Commissioners Court - Regular Session **34.**

Meeting Date: 08/18/2020

Brycomm North Campus to Warehouse Fiber Installation

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 Brycomm, LLC to provide and install outside plant cabling according to specifications in the attached proposal in the amount of $9,704.50 per the terms of DIR Contract #DIR-TSO-3698 and authorizing execution of the agreement.

Background

This agreement will provide and install (1) 6 Strand SM OSP rated FOC from the North Campus MDF to Warehouse MDF. Department point of contact is Dwayne Gossett. Funding Source is 01.0100.1063.005300 for FY20

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/13/2020 10:28 AM
County Judge Exec Asst.	Andrea Schiele	08/13/2020 10:35 AM
Form Started By: Andrew Portillo		Started On: 08/12/2020 10:30 AM
Final Approval Date: 08/13/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
INSTALLATION OF
CABLING SERVICE & RELATED PRODUCTS
(6 Strand 5M Fiber Installation)
DIR-TSO-3698

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 **BRYCOMM, LLC, (hereinafter "Service Provider")**, 15302 Marsha St., Austin, TX 78728. 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/Quote, dated June 18, 2020, which is designated Exhibit "A" and 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 $9,704.50.**

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/Quote, dated June 18, 2020, which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

VI.

No Agency Relationship: 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.

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:	**SERVICE PROVIDER:**
_____	M-B
Authorized Signature	Authorized Signature
_____	MIKE BAKER, CFO
Printed Name	Printed Name
Date: _____ ___, 2020	Date: AUGUST 11, 2020

Exhibit(s)
Statement of Work/Quote, dated June 18, 2020

BRYCOMM
NETWORK CABLING | LIGHTING | A/V | SECURITY | OSP

Williamson County
TX

DIR Contract Number:
DIR-TSO-3698



A Proposal For

WILLIAMSON COUNTY
1848

6 Strand SM FOC Installation

Prepared by:
Chris Gonzales
chris.gonzales@brycomm.com
O: 512-712-4008
M: 512-569-5309

Date: 6-18-20

Submit Contracts & PO's to: orders@brycomm.com

BRYCOMM
NETWORK CABLING | LIGHTING | A/V | SECURITY | OSP

We appreciate your interest in our services and thank you for the chance to offer the following proposal for this project. Our proposal incorporates the following:

Project Name: North Campus to Warehouse Fiber Installation
Scope of Work: Outside PLANT Cabling – Division 27
Estimated By: Chris Gonzales **Submit Contracts & PO's to:** orders@brycomm.com

I. SCOPE OF WORK

6 Strand SM Fiber Installation

1. Proof conduit pathway between North Campus and Warehouse
2. Provide and place (1) 6 Strand SM OSP rated FOC from North Campus MDF to Warehouse MDF.
3. Terminate all strands with SC type pigtails in new 1U LIU on each end.
4. OTDR test all strands

Exclusions/Clarifications

1. All conduits and pathways shall be viable.
2. No racks to be provided.

II. PRICING SUMMARY:

	Scope of Work	Cost
270000	6 Strand SM Fiber Installation	$9,704.50
		$9,704.50

Thank you for the opportunity and feel free to contact me if you have any questions or concerns.

BRYCOMM
Well Connected.

Chris Gonzales
Division Manager - OSP
O: 512-712-4008 x126 | M: 512-569-5309
www.brycomm.com
Security License #B17431

Commissioners Court - Regular Session **35.**

Meeting Date: 08/18/2020

Brycomm Road Services to Tower Fiber Installation

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 Brycomm, LLC to provide and install outside plant cabling according to specifications in the attached proposal in the amount of $23,902.00 per the terms of DIR Contract #DIR-TSO-3698 and authorizing execution of the agreement.

Background

This agreement will provide and install (1) 12 Strand SM OSP rated FOC from the Road Services to Tower in proposed conduit and on existing pathway. Department point of contact is Richard Semple. Funding Source is 01.0100.0503.004100 for FY20.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/13/2020 11:13 AM
County Judge Exec Asst.	Andrea Schiele	08/13/2020 11:14 AM
Form Started By: Andrew Portillo		Started On: 08/12/2020 10:41 AM
Final Approval Date: 08/13/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
INSTALLATION OF
CABLING SERVICE & RELATED PRODUCTS
(Underground Conduit and 12 Strand SM FOC Installation)
DIR-TSO-3698

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 **BRYCOMM, LLC**, **(hereinafter "Service Provider")**, 15302 Marsha St., Austin, TX 78728. 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/Quote, dated June 18, 2020, which is designated Exhibit "A" and 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 $23,902.00.**

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/Quote, dated June 18, 2020, which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

VI.

No Agency Relationship: 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.

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:	**SERVICE PROVIDER:**
_____	Chris Gonzales
Authorized Signature	Authorized Signature
_____	Chris Gonzales
Printed Name	Printed Name
Date: _____ ___, 2020	Date: August 11, 2020

Exhibit(s)
Statement of Work/Quote, dated June 18, 2020

BRYCOMM
NETWORK CABLING | LIGHTING | A/V | SECURITY | OSP

Williamson County
TX

DIR Contract Number:
DIR-TSO-3698



A Proposal For

WILLIAMSON COUNTY
1848

Underground Conduit and 12 Strand SM FOC Installation

Prepared by:
Chris Gonzales
chris.gonzales@brycomm.com
O: 512-712-4008
M: 512-569-5309
Date: 6-18-20

Submit Contracts & PO's to: orders@brycomm.com

We appreciate your interest in our services and thank you for the chance to offer the following proposal for this project. Our proposal incorporates the following:

Project Name: Road Services to Tower Fiber Installation
Scope of Work: Outside PLANT Cabling – Division 27
Estimated By: Chris Gonzales **Submit Contracts & PO's to:** orders@brycomm.com

I. SCOPE OF WORK

Underground Conduit Installation

1. Excavate and trench ±330ft from existing Oncor pole to Tower
2. Provide and install (1) 2" PVC SCH 40 conduit in trench w/18" of coverage.
3. Conduits to stub up existing ONCOR pole and stub up on exterior wall of comm shelter
4. Place caution tape and back fill with spoils.

12 Strand SM Fiber Installation

1. Provide and place (1) 12 Strand SM OSP rated FOC from Road Services to Tower in proposed conduit and on existing aerial pathway.
2. Terminate all strands with SC type pigtails in new 1U LIU on each end.
3. OTDR test all strands

Exclusions/Clarifications

1. No engineering or permitting is included.
2. The assumption is the underground work is to be performed on Williamson County property.
3. Existing penetration to be utilized at tower.

II. PRICING SUMMARY:

Scope of Work		Cost
270000	Underground Conduit Install/12 Strand SM Fiber Install	$23,902.00
		$23,902.00

Thank you for the opportunity and feel free to contact me if you have any questions or concerns.

Chris Gonzales
Division Manager - OSP
O: 512-712-4008 x126 | M: 512-569-5309
www.brycomm.com
Security License #B17431

Commissioners Court - Regular Session **36.**

Meeting Date: 08/18/2020

SHI International (Beyond Trust)

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 between Williamson County and SHI Government Solutions, Inc. for the Beyond Trust Software as per the attached quote for the amount of $82,729.49 per the terms of DIR Contract #DIR-TSO-4291 and authorizing execution of the purchase.

Background

This quote will allow Beyond Trust Licensing and Privilege Management for desktops and app control. Department point of contact is Jim Daniels. Funding Source $76,100 is from 01.0100.0503.003011 and $6,629.49 is coming from 01.0100.0503.005741.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/13/2020 10:36 AM
County Judge Exec Asst.	Andrea Schiele	08/13/2020 10:45 AM
Form Started By: Andrew Portillo		Started On: 08/12/2020 11:37 AM
Final Approval Date: 08/13/2020		

Pricing Proposal
Quotation #: 19217745
Created On: 7/31/2020
Valid Until: 8/31/2020

County of WILLIAMSON

Humberto "Bert" Araiza
TX
United States
Phone: (512) 943-1528
Fax:
Email: BAraiza@wilco.org

Inside Account Manager

Richard Lettiere
Questions, quote requests, and PO's please send to Texas@shi.com

3828 Pecana Trail
Austin, TX 78749
Phone: 800-870-6079
Fax: 512-732-0232
Email: Richard_Lettiere@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Retail	Your Price	Total
1	Unified Vulnerability Appliance UVM20 (Virtual) - V5 BeyondTrust Software - Part#: BT-APP-V20-V5 Contract Name: IT Security Contract #: DIR-TSO-4291	1	$10,235.00	$6,629.49	$6,629.49
2	Privilege Management For Desktops - PM & App Control - BI Edition - License BeyondTrust Software - Part#: PMDD-LIC-BIPMAC Contract Name: IT Security Contract #: DIR-TSO-4291	2500	$47.00	$30.44	$76,100.00
				Total	$82,729.49

Additional Comments

Please Note: BeyondTrust has a zero returns policy.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

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

Commissioners Court - Regular Session **37.**

Meeting Date: 08/18/2020

Mythics Oracle Renewal Licenses FY21

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 Mythics, Inc. to provide Oracle Identity Services in the amount of $92,107.40 per the terms of DIR Contract #DIR-TSO-4158 and authorizing execution of the purchase.

Background

This is a quote for Mythics' acceptance of Williamson County Addendum for Purchase of Goods and Services during Covid-19 Operations to Software licensing terms, and provision of Oracle Identity Cloud Services for ITS Dept FY21. Competitive procurement requirements have been met as this is a DIR Cooperative Contract DIR-TSO-4158. Department point of Contract Minnie Beteille. Funding source is from 418P.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum/Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/13/2020 10:59 AM
County Judge Exec Asst.	Andrea Schiele	08/13/2020 11:01 AM
Form Started By: Andrew Portillo		Started On: 08/12/2020 12:19 PM
Final Approval Date: 08/13/2020		

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 _____Mythics, 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 07/24/2020_____;
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: The TEXAS DIR CONTRACT NO. DIR-TSO-4158 SHALL GOVERN.

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: Mythics, Inc. Deonte J. Watters, CCMAP
_____ Authorized Signature	Deonte J. Watters Authorized Signature
Date: _____, 2020	Date: August 12, 2020

Texas DIR-TSO-4158; US-GMA-1889764

Platinum Partner

Sterling Taylor
Direct: 757.275-7501
Fax: 757.412.1060
Email: staylor@mythics.com

4525 Main Street Suite 1500
Virginia Beach, VA 23462

End-User Name: Williamson County

Contact: Minnie Beteille
Email: mbeteille@wilco.org
Phone: 512.943.1448

Quote Number: WC -072420
Estimate Prepared on: 7/24/2020
Valid through: 8/25/2020

Cloud Service Subscription - Data Center Region: North America

Line Item	Part #	Oracle Cloud Service Description	Term	Subscription Metric	QTY	Discounted Monthly Extended Price	Extended Price
1	B90565	**Oracle Identity Cloud - Standard - Government**	Through 9/30/21	User Per Month	2000	$6,800.00	$92,107.40
					Sub Total Fee for Subscription Products Through 9/30/21		**$92,107.40**

***Applicable State taxes will be added unless an exemption is provided.**

Optional: Year 2 Total Price for Monthly and Annual Subscription Products	**$81,600.00**
Optional: Year 3 Total Price for Monthly and Annual Subscription Products	**$81,600.00**

TOTAL PRICE **$92,107.40**

Additional Information:
This quotation is an estimate and is an invitation for you to offer to purchase products and services from Mythics.
Your order is subject to Mythics' acceptance and to Software licensing terms, Cloud Services terms, and conditions per reference to an existing license/contract or a newly executed license accompanying your order.

Mythics DUNS#: 013358002
Mythics Fed Tax ID# 54-1987871
CAGE CODE: 1TA34
NAIC: 423430

Purchasing Instructions:
Please include the following statements in your order:

1. This order is placed pursuant to the terms and conditions of the Texas DIR-TSO-4158; US-GMA-1889764
2. Payment terms are: Cloud Services - Quarterly in Arrears , upon provisioning (start date)
3. Reference Mythics Estimate Number: WC-072420

Fax order to 757-412-1060 or email to: staylor@mythics.com
Quote Subject to Management Final Approval

A. Terms and Fees for Ordered Cloud Services:

1. **Terms**
This order incorporates by reference the terms of the Contract for Products and Related Services between the State of Texas acting by and through the Department of Information Resources ("DIR") and Oracle America, Inc. ("Oracle"), effective July 30, 2018 (DIR Contract No. DIR-TSO-4158; Oracle Contract No. US-GMA-1889764) and all amendments and addenda thereto ("agreement"). The defined terms in the agreement shall have the same meaning in this order unless otherwise specified herein.
All products and services listed on this Ordering Document are provided by Mythics under, and subject to, the terms of this Ordering Document, including the Agreement and all Oracle documents referenced in this Ordering Document. You, the end user, indicate Your agreement to the terms of this Ordering Document, including the Agreement, by signing this Ordering Document, and You represent that You have the authority to bind the Customer to whom this Ordering Document is addressed above to the terms of this Ordering Document and the Agreement. As applicable, Mythics processes a customer's order after receipt of a purchase order. Any terms and conditions on Your purchase order are void and have no legal effect. For Cloud Services, You may not reduce the quantity of services purchased hereunder (e.g., user or record counts, storage, etc.), in whole or in part, during the Services Period set forth above. The Services Period for the Cloud Services commences on the date stated in the Ordering Document, or, if none is provided in the Ordering Document, the day that Oracle sends to Your administrator the e-mail welcoming You to the Oracle Cloud that instructs You on how to create Your Cloud login and configure the Cloud Services (the "Cloud Services Start Date"). You must maintain a current subscription to applicable Oracle Cloud Services for the duration of any Technical Cloud Services ordered under this Ordering Document.
2. **Fees**
The Cloud Services Payment Frequency applies to all Cloud Services fees and taxes (if applicable), and the Technical Cloud Services Payment Frequency applies to all fees and taxes (if applicable) for Technical Cloud Services. All fees payable to Mythics are due in accordance with Appendix A, Section 8.J of DIR Contract No. DIR-TSO-4158. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as otherwise provided herein or in the Agreement. If applicable to You, You will pay any sales, value added or other similar taxes imposed by applicable law that Mythics must pay based on the Services You ordered, except for taxes based on Mythics's income. Also, You will reimburse Mythics for reasonable pre-approved expenses related to providing any Technical Cloud Services in accordance with Appendix A, Section 8.F of the Agreement. Unless, specifically stated otherwise, fees for Services listed in an order are exclusive of taxes (if applicable) and expenses.
Cloud Services Payment Frequency: Your payment frequency is quarterly in arrears.

3. **No Auto-Renewal**
Notwithstanding any statement to the contrary in the Services Specifications, the parties expressly agree that the Cloud Services acquired under this Ordering Document will not Auto-Renew. Oracle is an irrevocable third party beneficiary of this ordering document but does not assume any obligations thereunder. You agree that Oracle will have no liability to You arising out of or relating to Your non-compliance with these Terms. Should You fail to be in compliance with the Terms, or because of any other circumstances outside of Oracle's control, Oracle may suspend or terminate the cloud services under this ordering document. In the event of termination, Your right to receive cloud services under this ordering document is automatically forfeited.

4. **Option Years**
At the end of the Services Period, the Cloud Services acquired under this Ordering Document may be renewed for an additional Services Period, subject to Your placement of a renewal order and payment of fees for such Cloud Services. For the first two years of the first renewal Services Period of Cloud Services, the annual fee for each Cloud Service ordered will not increase by more than 4% of the Unit Net Price for such service in the immediately preceding year. The Cloud Services may not be renewed as described in the preceding sentence if: (i) Oracle is no longer making such Cloud Services generally available to commercial customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this Ordering Document. You must provide Mythics a minimum of 30 days notice prior to the expiration of a service term of Your intent to exercise an Option Year.

5. **Price Hold for Cloud Services:**
During the Services Period, You may order additional quantities of the Cloud Services acquired under this Ordering Document at the Unit Net Price specified above. This price hold does not apply to Eloqua Marketing Platform Cloud Service, to any renewals or extensions of the Cloud Services ordered under this Ordering Document, to Cloud Services ordered pursuant to a separate Mythics discount or promotion, or to any Cloud Services other than those listed in the initial purchase under this Ordering Document.

6. **Data Center Region**
Mythics agrees that during the Service Period specified in this ordering document, the Cloud Services environment holding Customer data will reside in data centers located in the continental United States.Oracle may access Customer Data on a global basis to the extent necessary to perform the Cloud Services, including maintenance and Cloud Services technical support.

7. **Additional Fees for Any Increased Usage/Capacity**
As described in the Oracle Government PaaS and IaaS Cloud Services Descriptions document available at http://www.oracle.com/contracts, if you in a given month exceed the quantity of services specified for any of the Cloud Services listed in the tables above section A with "Government" in the product name ("Government PaaS and IaaS Cloud Services"), then you must pay for such increased usage/capacity at the Unit Net Price specified in your order.

B. SERVICE SPECIFICATIONS

1. **Service Specifications:**
The Service Specifications that govern the Services ordered consist of the documents listed below, which are incorporated into this Ordering Document. The Service Specifications are subject to change at Oracle's discretion; however, Oracle changes to the Service Specifications will not result in a material reduction in the level of performance, security, functionality or availability of the applicable Services provided to You for the duration of the Services Period. The terms of the Service Specifications, including any subject matter addressed in the Service Specifications, will replace any inconsistent term, similar subject matter or scope of service delivery in the Agreement; however, unless expressly stated otherwise in this Ordering Document, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in this Ordering Document, Agreement or Service Specifications but in no event shall any documents take precedence over DIR Contract No. DIR-TSO-4158. For the purposes of this Ordering Document, references to the term "Customer" in any document within the Service Specifications shall mean "You" as defined in this Ordering Document.

   - **Service Descriptions and Metrics**
   Oracle service descriptions and metrics govern Cloud Services and Technical Cloud Services. You may access the version of these descriptions and metrics that apply to the Cloud Services and Technical Cloud Services that You have ordered at www.oracle.com/contracts.

   - **Cloud Hosting and Delivery Services Policies**
   Cloud Hosting and Delivery Services Policies describe and govern Cloud Services. You may access the version of these policies that apply to the Cloud Services that You have ordered at www.oracle.com/contracts.

   - **Program Documentation**
   Program Documentation refers to the program user manuals for the Oracle Programs for Cloud Services, as well as any help windows and read me files for such Oracle Programs that are accessible from within the service. The Program Documentation describes technical and functional aspects of the Oracle Programs. You may access the documentation online at www.oracle.com/contracts.

C. OTHER

1. **Terms:**
The following terms, as used in this Ordering Document or the Agreement and whether or not capitalized, shall have the same meaning as the applicable defined term: "Agreement" and "Contract"; "Customer", "Client" and "You"; "Program Documentation" and "Documentation"; "Ordering Document" and "Order Form"; "Services Term" and "Services Period"; "Your Data and "Your Content".

2. **Data Processing Agreement**
Oracle's Data Processing Agreement for Oracle Cloud Services (the "Data Processing Agreement"), which is available at http://www.oracle.com/dataprocessingagreement, is incorporated as Appendix N of DIR Contract No. DIR-TSO-4158 and describes the parties' respective roles for the processing and control of Personal Data (as that term is defined in the Data Processing Agreement) that Customer provides to Oracle as part of the Cloud Services under this order. Oracle will act as a data processor and will comply with all applicable data protection laws to the extent such laws by their terms impose obligations directly on Oracle as a data processor in connection with the services specified in this Ordering Document. Oracle will act on Customer's instruction concerning the treatment of Customer's Personal Data residing in the Cloud Services Environment, as specified in the Agreement, the Data Processing Agreement and this Ordering Document. Customer remains solely responsible for Customer's regulatory compliance in connection with Customer's use of the Cloud Services and will comply with all applicable laws in connection with the performance of obligations or exercise of rights under this Ordering Document and the Agreement. Customer agrees to provide any notices and obtain any consents related to Customer's use of the Cloud Services and Oracle's provision of the Cloud Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.

3. **Assignment of this Ordering Document**
Notwithstanding anything to the contrary in the agreement or this Ordering Document, You may not assign this Ordering Document or give or transfer the Services, or an interest in them, to another individual or entity. If You desire that Services be acquired by another entity, such other entity may order services under a separate contract. You may not grant a security interest in any of the Services. Notwithstanding the foregoing, upon advance written notice to Oracle, You may assign Your rights to the Services under this Ordering Document to another governmental agency as designated by the Texas Legislature (i) that is a successor in interest to You that performs Your statutory obligations, or (ii) as necessary to satisfy a regulatory requirement imposed upon You by a governing body with the appropriate authority; provided that (w) such assignee entity agrees in writing to the terms and conditions of the agreement and the Ordering Document, (x) You provide Oracle will all consents necessary for the assignee to access Your Content, Your Applications, and any other of Your materials in Oracle's possession, (y) the assignment does not result in any change in Oracle's rights and obligations under this Ordering Document (including with respect to the Services), or expand, modify or otherwise alter any use or component of the Services or Services Environments provided under this Ordering Document, and (z) following the assignment, You shall immediately discontinue use of the Services acquired under this Ordering Document.

4. Offer Validity

The offer is valid through 8/25/2020 and shall become binding as provided for in the agreement. As required in the agreement, your purchase order must be submitted with this ordering document and your purchase order must incorporate by reference this ordering document, which is identified by the number listed in the lower left hand corner of the page.

All fees on this Ordering Document are in US Dollars.

Williamson County		**Mythics, Inc.**	
Authorized Signature	_____	**Authorized Signature**	T. Scott Davis
Name	_____	**Name**	_____
Title	_____	**Title**	Senior Director of Partner Contracts, CCMP
Signature Date	_____	**Signature Date**	8/7/2020
Effective Date	**(to be completed by Oracle)**		

Commissioners Court - Regular Session **38.**

Meeting Date: 08/18/2020

IDCS- Oracle Identity Cloud Service

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 ICSynergy International, LLC to implement Oracle Identity Cloud Service and provide Single Sign On for all Oracle Users in the amount of $20,000 and authorizing execution of the agreement.

Background

This agreement is to review the current environment, architecture, and implementation of Oracle Identity Cloud Service (IDCS) and provide Single Sign On (SSO) for E-Business Suite (EBS) to Oracle users in the development and production. Department point of contact is Minnie Beteille. Funding Source is 418P.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/13/2020 11:03 AM
County Judge Exec Asst.	Andrea Schiele	08/13/2020 11:03 AM
Form Started By: Andrew Portillo		Started On: 08/13/2020 07:58 AM
Final Approval Date: 08/13/2020		

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 ICSynergy International, LLC (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 _____;
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:
_____	Alicen Faucett
Authorized Signature	Authorized Signature
Date:_____, 2020	Date: August 12, 2020

IDCS – EBS SSO Implementation Proposal





ICSynergy International, LLC Proprietary and Confidential. Customer shall keep the information in this document confidential at all times and shall use it solely to consider ICSynergy as a supplier for the services noted herein. Customer does not acquire any rights in the information. Customer agrees to take such measures to protect and prevent the disclosure of the ICSynergy proprietary/confidential information as Customer would to prevent the disclosure of their own information, but in all cases shall use at least reasonable care.

Company Name:	Williamson County ("Customer")
Contact Name:	Minnie Beteille
Email:	mbeteille@wilco.org
Tel:	(512) 943-1448
Address:	

Date	07/31/2020
Valid Through	08/30/2020
PAYMENT TERMS	Net 30

ICSynergy has been approached to provide an estimate for Identity and Access Management solution ("IAM") for Customer. The desired outcome of this initiative is to implement Oracle Identity Cloud Service ("IDCS") and provide Single Sign-On ("SSO") for E-Business Suite ("EBS") to users in Customer's development and production environment only.

The following section describes the various tasks involved in the implementation of the IAM solution

- Review the current environment, architecture, and implementation of the solution
- Meetings and design document preparation for the proposed solution
- Obtain Customer review and approval of the design and proposed solution
- Configure and onboard users in IDCS non-production environment and production environment
- Integrate IDCS with EBS in non-production environment and production environment for SSO.
- Documentation
    - Create as-built guide
    - Create helpdesk guide
- Provide up to four (4) hours of oversite to Customer performed testing
- Provide up to two (2) hours of support for production go-live
- Provide up to eight (8) hours of post go-live support.
    - Hours must be used within two (2) calendar weeks of go-live

The current proposal is taking the following items into consideration

- IDCS will be the Identity Provider ("IDP")
- Any work beyond the SSO and user onboarding into IDCS is out of scope

Proposal Fee

Fixed Fee Estimate	**$20,000.00**

Fee Payment Schedule:

Milestone	**Amount**
Project kick-off	$5,000.00

©2020 ICSynergy International, LLC - All rights reserved – Proprietary and Confidential

Development environment complete	$10,000.00
Scope of work completed	$5,000.00

Notes:

- Implementation can be completed within six (6) calendar weeks, but is dependent to Customer availability.
- The professional services estimate is budgetary only.
- The testing will be performed by the Customer application team which will include use case preparation and execution.
- Customer is currently and properly licensed for the use and deployment of the software products within scope of this project.
- Estimates are based on the initial Customer meeting and not from a detailed discovery session.
- EBS Asserter will be used to provide SSO into EBS.

©2020 ICSynergy International, LLC - All rights reserved – Proprietary and Confidential

Commissioners Court - Regular Session **39.**

Meeting Date: 08/18/2020

Approve agreement between Pictometry and Williamson County.

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 Licensing Agreement between Pictometry International Group and Williamson County in the annual amount of $2,810.50, and authorizing the execution of the agreement.

Background

This agreement allows Williamson County to purchase low cost, high quality aerial imagery for public safety use in areas which the Williamson Central Appraisal District's yearly aerial collection project does not cover. In addition, this agreement gives Williamson County access to image services that are used in online mapping as well as the ability to share the imagery in the public domain. Three quotes were obtained. There will be 6 annual payments of $2,810.50 for a total of $16,863. George Strebel is the Point of Contact, the funding source (pending approval) FY 2021 417A/417P.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vendor Signed Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/13/2020 10:53 AM
County Judge Exec Asst.	Andrea Schiele	08/13/2020 10:55 AM
Form Started By: Johnny Grimaldo		Started On: 08/13/2020 08:31 AM
Final Approval Date: 08/13/2020		

AGREEMENT BETWEEN PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND WILLIAMSON COUNTY, TX ("CUSTOMER")

1. This order form ("Order Form"), in combination with the contract components listed below:

   Section A: Product Descriptions, Prices and Payment Terms
   Section B: License Terms:
   - Delivered Content Terms and Conditions of Use
   - Online Services General Terms and Conditions
   - Web Visualization Offering Terms and Conditions
   - Software License Agreement

   Section C: Non-Standard Terms and Conditions
   Appendix 1: Photogrammetric Product Specifications

   (all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Photogrammetric Product Specifications; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.

3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
301 SE Inner Loop, Suite 107	25 Methodist Hill Drive
Georgetown, TX 78626	Rochester, NY 14623
Attn: George Strebel, GIS Analyst / IT Services	Attn: General Counsel
Phone: (512) 943-1474 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

   Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.

5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.

7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement

shall remain in full force and effect.

9. Except with respect to Customer's payment obligations for services delivered, reports delivered or any ongoing subscription payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	**PICTOMETRY**
WILLIAMSON COUNTY, TX	**PICTOMETRY INTERNATIONAL CORP.**
(entity type)	a Delaware corporation
SIGNATURE:	**SIGNATURE:** Brian Brockmann
NAME:	**NAME:** Brian Brockmann
TITLE:	**TITLE:** Corporate Vice President
DATE:	**EXECUTION DATE:** 8/7/2020
	DATE OF RECEIPT (EFFECTIVE DATE): 8/7/2020

SECTION A PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #
C19814084

BILL TO
Williamson County, TX
George Strebel, GIS Analyst / IT Services
301 SE Inner Loop, Suite 107 Georgetown, TX 78626
(512) 943-1474
gstrebel@wilco.org

SHIP TO
Williamson County, TX
George Strebel, GIS Analyst / IT Services
301 SE Inner Loop, Suite 107 Georgetown, TX 78626
(512) 943-1474
gstrebel@wilco.org

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A117697	KBeer	Annual

FIRST PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement	$2,200.00	$1,650.00 (25%)	$1,650.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	$750.00	$562.50 (25%)	$562.50
19	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00		$380.00
1	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$400.00	$180.00 (55% – Long Term Incentive Discount)	$180.00
19	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00		$38.00
11	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
1,187	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided.	$0.00		$0.00

		Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
1,187	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00	$0.00 (100%)	$0.00
11	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$0.00 (100%)	$0.00
11	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00	$0.00 (100%)	$0.00
1,187	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$0.00 (100%)	$0.00
1	Oblique Imagery Bundle with One (1) Year of Maint & Support	Includes two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, and five (5) hours of telephone support. Applicable Terms and Conditions: Software License Agreement	$0.00		$0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	$10,000.00	$0.00 (100%)	$0.00
19	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
				SUBTOTAL – FIRST PROJECT	$2,810.50

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement	$2,200.00	$1,650.00 (25%)	$1,650.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The	$750.00	$562.50 (25%)	$562.50

		quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions			
19	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00		$380.00
1	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$400.00	$180.00 (55% – Long Term Incentive Discount)	$180.00
19	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00		$38.00
1,187	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$0.00 (100%)	$0.00
1,187	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
1	Oblique Imagery Bundle with One (1) Year of Maint & Support	Includes two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, and five (5) hours of telephone support. Applicable Terms and Conditions: Software License Agreement	$0.00		$0.00
19	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
11	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00	$0.00 (100%)	$0.00
11	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$0.00 (100%)	$0.00
11	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	$10,000.00	$0.00 (100%)	$0.00

1,187	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00	$0.00 (100%)	$0.00
				SUBTOTAL – SECOND PROJECT	$2,810.50

THIRD PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement	$2,200.00	$1,650.00 (25%)	$1,650.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	$750.00	$562.50 (25%)	$562.50
19	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00		$380.00
1	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$400.00	$180.00 (55% – Long Term Incentive Discount)	$180.00
19	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00		$38.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	$10,000.00	$0.00 (100%)	$0.00
1,187	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$0.00 (100%)	$0.00

11	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00	$0.00 (100%)	$0.00
19	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
1	Oblique Imagery Bundle with One (1) Year of Maint & Support	Includes two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, and five (5) hours of telephone support. Applicable Terms and Conditions: Software License Agreement	$0.00		$0.00
11	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
1,187	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
1,187	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00	$0.00 (100%)	$0.00
11	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$0.00 (100%)	$0.00
				SUBTOTAL – THIRD PROJECT	$2,810.50

FOURTH PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement	$2,200.00	$1,650.00 (25%)	$1,650.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	$750.00	$562.50 (25%)	$562.50
19	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00		$380.00
1	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color	$400.00	$180.00	$180.00

		balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use		(55% – Long Term Incentive Discount)	
19	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00		$38.00
19	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	$10,000.00	$0.00 (100%)	$0.00
11	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$0.00 (100%)	$0.00
11	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
1,187	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
1,187	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00	$0.00 (100%)	$0.00
1,187	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$0.00 (100%)	$0.00
1	Oblique Imagery Bundle with One (1) Year of Maint & Support	Includes two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, and five (5) hours of telephone support. Applicable Terms and Conditions: Software License Agreement	$0.00		$0.00
11	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00	$0.00 (100%)	$0.00
				SUBTOTAL – FOURTH PROJECT	$2,810.50

FIFTH PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login	$2,200.00	$1,650.00 (25%)	$1,650.00

		and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement			
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	$750.00	$562.50 (25%)	$562.50
19	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00		$380.00
1	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$400.00	$180.00 (55% – Long Term Incentive Discount)	$180.00
19	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00		$38.00
1,187	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$0.00 (100%)	$0.00
1,187	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
1	Oblique Imagery Bundle with One (1) Year of Maint & Support	Includes two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, and five (5) hours of telephone support. Applicable Terms and Conditions: Software License Agreement	$0.00		$0.00
19	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
11	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00	$0.00 (100%)	$0.00
11	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$0.00 (100%)	$0.00

11	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	$10,000.00	$0.00 (100%)	$0.00
1,187	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00	$0.00 (100%)	$0.00
				SUBTOTAL – FIFTH PROJECT	$2,810.50

SIXTH PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement	$2,200.00	$1,650.00 (25%)	$1,650.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	$750.00	$562.50 (25%)	$562.50
19	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00		$380.00
1	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$400.00	$180.00 (55% – Long Term Incentive Discount)	$180.00
19	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00		$38.00
11	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided.	$0.00		$0.00

		Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	$10,000.00	$0.00 (100%)	$0.00
1	Oblique Imagery Bundle with One (1) Year of Maint & Support	Includes two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, and five (5) hours of telephone support. Applicable Terms and Conditions: Software License Agreement	$0.00		$0.00
11	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$0.00 (100%)	$0.00
11	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00	$0.00 (100%)	$0.00
19	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
1,187	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$0.00 (100%)	$0.00
1,187	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00	$0.00 (100%)	$0.00
1,187	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
				SUBTOTAL – SIXTH PROJECT	$2,810.50

Thank you for choosing Pictometry as your service provider.	**TOTAL**	$16,863.00

[1]Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

Due at Initial Shipment of Imagery $2,810.50

Total Payments	**$2,810.50**

SECOND PROJECT

Due at Initial Shipment of Imagery	$2,810.50
Total Payments	**$2,810.50**

THIRD PROJECT

Due at Initial Shipment of Imagery	$2,810.50
Total Payments	**$2,810.50**

FOURTH PROJECT

Due at Initial Shipment of Imagery	$2,810.50
Total Payments	**$2,810.50**

FIFTH PROJECT

Due at Initial Shipment of Imagery	$2,810.50
Total Payments	**$2,810.50**

SIXTH PROJECT

Due at Initial Shipment of Imagery	$2,810.50
Total Payments	**$2,810.50**

PRODUCT PARAMETERS

FIRST PROJECT

IMAGERY

Product: **Reveal Essentials+ Property**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: **Pictometry Connect - CA - 50**
Admin User Name: George Strebel
Admin User Email: gstrebel@wilco.org
Geofence: TX Williamson (Primary Geofence)

Product: **Pictometry Connect View - CA**
Admin User Name: George Strebel
Admin User Email: gstrebel@wilco.org
Geofence: TX Williamson (Primary Geofence)

SECOND PROJECT

IMAGERY

Product: **Reveal Essentials+ Property**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: **Pictometry Connect - CA - 50**
Admin User Name: George Strebel
Admin User Email: gstrebel@wilco.org
Geofence: TX Williamson (Primary Geofence)

Product: **Pictometry Connect View - CA**
Admin User Name: George Strebel
Admin User Email: gstrebel@wilco.org
Geofence: TX Williamson (Primary Geofence)

THIRD PROJECT

IMAGERY

Product: **Reveal Essentials+ Property**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: **Pictometry Connect - CA - 50**
Admin User Name: George Strebel
Admin User Email: gstrebel@wilco.org
Geofence: TX Williamson (Primary Geofence)

Product: **Pictometry Connect View - CA**
Admin User Name: George Strebel
Admin User Email: gstrebel@wilco.org
Geofence: TX Williamson (Primary Geofence)

FOURTH PROJECT

IMAGERY

Product: **Reveal Essentials+ Property**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: **Pictometry Connect - CA - 50**
Admin User Name: George Strebel
Admin User Email: gstrebel@wilco.org
Geofence: TX Williamson (Primary Geofence)

Product: **Pictometry Connect View - CA**
Admin User Name: George Strebel
Admin User Email: gstrebel@wilco.org
Geofence: TX Williamson (Primary Geofence)

FIFTH PROJECT

IMAGERY

Product: **Reveal Essentials+ Property**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: **Pictometry Connect - CA - 50**
Admin User Name: George Strebel
Admin User Email: gstrebel@wilco.org
Geofence: TX Williamson (Primary Geofence)

Product: **Pictometry Connect View - CA**
Admin User Name: George Strebel
Admin User Email: gstrebel@wilco.org
Geofence: TX Williamson (Primary Geofence)

SIXTH PROJECT

IMAGERY

Product: **Reveal Essentials+ Property**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: **Pictometry Connect - CA - 50**
Admin User Name: George Strebel
Admin User Email: gstrebel@wilco.org
Geofence: TX Williamson (Primary Geofence)

Product:	**Pictometry Connect View - CA**
Admin User Name:	George Strebel
Admin User Email:	gstrebel@wilco.org
Geofence:	TX Williamson (Primary Geofence)

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.

1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.

1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.

1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.

1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
(a) install the Delivered Content on Authorized Systems;
(b) permit access and use of the Delivered Content through Authorized Systems by:
(i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
(ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
(iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.

2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.

2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.

2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.

2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.

2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.

2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.

3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.

3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.

3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.

3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

4.1 **Term**. The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.

4.2 **Effect of Termination**. Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies

of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

5.2 Confidentiality of Delivered Content. The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

6.1 Limited Warranties; Exclusive Remedy. Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.

6.2 Disclaimer of Other Warranties. Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.

6.3 Limitation of Liability. With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

7.1 Restricted Rights. Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.

7.2 Governing Law. This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

PICTOMETRY ONLINE SERVICES
GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
1.2 You may not make the Online Services available to any other party.
1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.

4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.

5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.

5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.

5.5 Notwithstanding anything to the contrary in this Section 5:

(a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.

(b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

(c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.

6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.

6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York

shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.

6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.

6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.

6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

PICTOMETRY WEB VISUALIZATION OFFERING TERMS AND CONDITIONS

These Pictometry Web Visualization Offering Terms and Conditions (the "WVO Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "WVO License Agreement") that governs your use of Pictometry web visualization offerings (the "WVO Services"), the images available in the WVO Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "WVO Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the WVO License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

1.1 You are granted a nonexclusive, nontransferable, limited right to use and to provide public access to, and use of, the WVO Services solely for purposes of providing access to WVO Licensed Content in response to human-initiated, discrete location-specific requests through a single web site operated exclusively by or for you to serve you and your public constituencies and not for resale or redistribution or commercial use of any nature.

1.2 You may not copy or retain copies of the WVO Licensed Content obtained through the WVO Services or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the WVO Services or any other Pictometry Services, nor will your authorize or permit any user of the WVO Services to do so.

1.3 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos without the express written consent of Pictometry.

1.4 You may not remove, alter or obscure copyright notices or other notices contained in the WVO Licensed Content.

1.5 You may not offer any part of the WVO Services or the WVO Licensed Content for commercial resale or commercial redistribution in any medium.

1.6 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the WVO Services or the WVO Licensed Content acquire any proprietary interest in the WVO Services, the WVO Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. TERMS OF ACCESS TO WVO SERVICES

2.1 You shall provide to all end-users of the WVO Services on the page through which they access such services conspicuous notice of the following terms of access: (a) WVO Licensed Content available through the WVO is copyrighted material, (b) end-users of the WVO Services are granted the right to access and view the WVO Licensed Content through the WVO Services for personal use only and not for commercial purposes of any type, (c) end-users of the WVO Services are prohibited from reproducing, reselling, transferring, redistributing or creating derivative works from WVO Licensed Content, (d) all right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers, and (e) THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.2 The WVO Services, the WVO Licensed Content, and features and functionality within the WVO Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.

2.3 You are aware and understand that any user data collected or stored by the WVO Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

3.1 The WVO Services and the WVO Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.

3.2 The WVO Services and the WVO Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.

3.3 All measurements and reports generated by the WVO Services or from the WVO Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.

3.4 Contour information obtained from the WVO Services or contained in the WVO Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.

3.5 While the WVO Services and the WVO Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the WVO Services and the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from such use.

3.6 Your reliance on the WVO Services and the WVO Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.

3.7 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content assume no responsibility for any consequences resulting from the use of the WVO Services or the WVO Licensed Content.

3.8 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the WVO Services and the WVO Licensed Content.

3.9 By accepting these WVO Terms and Conditions or by using the WVO Services or the WVO Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the WVO Services or the WVO Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the WVO Services or the WVO Licensed Content.

4. LIMITED WARRANTY

4.1 Pictometry represents and warrants that it has the right and authority to make the WVO Services and the WVO Licensed Content available to you as authorized expressly by this WVO License Agreement.

4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the WVO Services or the WVO Licensed Content, (b) the unavailability or interruption of the WVO Services or any features thereof or the WVO Licensed Content, (c) your or any other party's use of the WVO Services or the WVO Licensed Content, (d) the loss or corruption of any data or equipment in connection with the WVO Services or the WVO Licensed Content, (e) the content, accuracy, or completeness of the WVO Licensed Content,

all regardless of any assistance received in the use of the WVO Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the WVO Services.

5.2 "Covered Party" means (a) Pictometry, its affiliates and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry or its affiliates; and (b) each third party supplier of any WVO Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any WVO Licensed Content or third party alliance entity and their affiliates.

5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE WVO SERVICES OR THE WVO LICENSED CONTENT OR THIS WVO LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE WVO SERVICES IN THE TWENTY-FOUR MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE WVO SERVICES, THE WVO LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (OR ANY OTHER WVO SERVICES USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.

5.5 Notwithstanding anything to the contrary in this Section 5:

(a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the WVO Services or the WVO Licensed Content, asserted against you by such third party provided: (i) all use of the WVO Services and the WVO Licensed Content was in accordance with this WVO License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the WVO Services or the WVO Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.

(b) In addition to Section 5.5(a), if the WVO Services, the operation thereof or the WVO Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the WVO Services or the WVO Licensed Content, (ii) replace or modify the WVO Services or the WVO Licensed Content so that they become non-infringing; or (iii) terminate the WVO License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

(c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

6.1 The terms and conditions of this WVO License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this WVO License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you but will apply to all similarly situated Pictometry customers using the WVO Services. You may terminate this WVO License Agreement upon written notice to Pictometry if any change to the terms and conditions of this WVO License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the WVO Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this WVO License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this WVO License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

6.2 In the event of a breach of this WVO License Agreement by you or someone using the WVO Services, Pictometry may temporarily suspend or discontinue providing access to the WVO Services without notice and Pictometry may pursue any other legal remedies available to it.

6.3 All notices and other communications hereunder shall be in writing. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.

6.4 The failure of you, Pictometry, or any third party supplier of the WVO Services or any WVO Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

6.5 You may not assign or otherwise transfer your rights or delegate your duties under this WVO License Agreement without the prior written consent of Pictometry. Any attempt by you to assign, transfer or delegate your rights or obligations under this WVO License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this WVO License Agreement. This WVO License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

6.6 This WVO License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this WVO License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

6.7 This WVO License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this WVO License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this WVO License Agreement.

6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the WVO Services or any WVO Licensed Content has the right to assert and enforce the provisions of this WVO License Agreement directly on its own behalf as a third party beneficiary.

6.9 In the event of a breach of your obligations under this WVO License Agreement or your payment obligations with respect to access to the WVO Services or the WVO Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.

6.10 This WVO License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF WEB VISUALIZATION OFFERING TERMS AND CONDITIONS]

PICTOMETRY SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.

2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.

3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.

4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.

5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS ($50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.

7. **MISCELLANEOUS PROVISIONS.**

   A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.

   B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.

   C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.

   D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.

   E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.

G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.

H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Texas, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Texas in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

3. Non-appropriation of Funds. Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;

b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and

c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

4. Customer shall own the copy of the orthogonal imagery delivered to it by Pictometry pursuant to this Agreement. Customer is free to use, reproduce and redistribute copies of the orthogonal imagery so delivered in any manner without any accounting to Pictometry. Pictometry shall own those copies of the orthogonal imagery delivered pursuant to this Agreement that are in Pictometry's possession. Pictometry is free to use, reproduce and redistribute copies of the orthogonal imagery delivered pursuant this Agreement in any manner without any accounting to Customer.

5. Notwithstanding anything herein to the contrary, Pictometry's obligation to deliver the Existing Imagery and associated deliverables set forth in Section A this Agreement is contingent upon Pictometry completing image capture projects for Williamson Central Appraisal District, TX and Travis Central Appraisal District, TX. In the event that Pictometry does not complete the Williamson Central Appraisal District, TX and Travis Central Appraisal District, TX image captures, it is under no obligation to deliver the Existing Imagery and associated deliverables set forth in this Agreement.

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

7. Right to Audit: Pictometry agrees that Customer or its duly authorized representatives shall, until the expiration of one (1) year after final payment under this Agreement, have access to and the right to examine and photocopy this Agreement, any amendments or modifications thereto, invoices related to this Agreement, and documents necessary to monitor compliance with the provisions of this Agreement. Pictometry agrees that Customer shall have access during normal working hours to Pictometry's corporate offices, currently located at 25 Methodist Hill Drive, Rochester, New York, 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 Pictometry thirty (30) days advance written notice of intended audits and such audits shall be limited to once annually. Customer shall be solely responsible for the costs of such audits.

[END OF NON-STANDARD TERMS AND CONDITIONS]

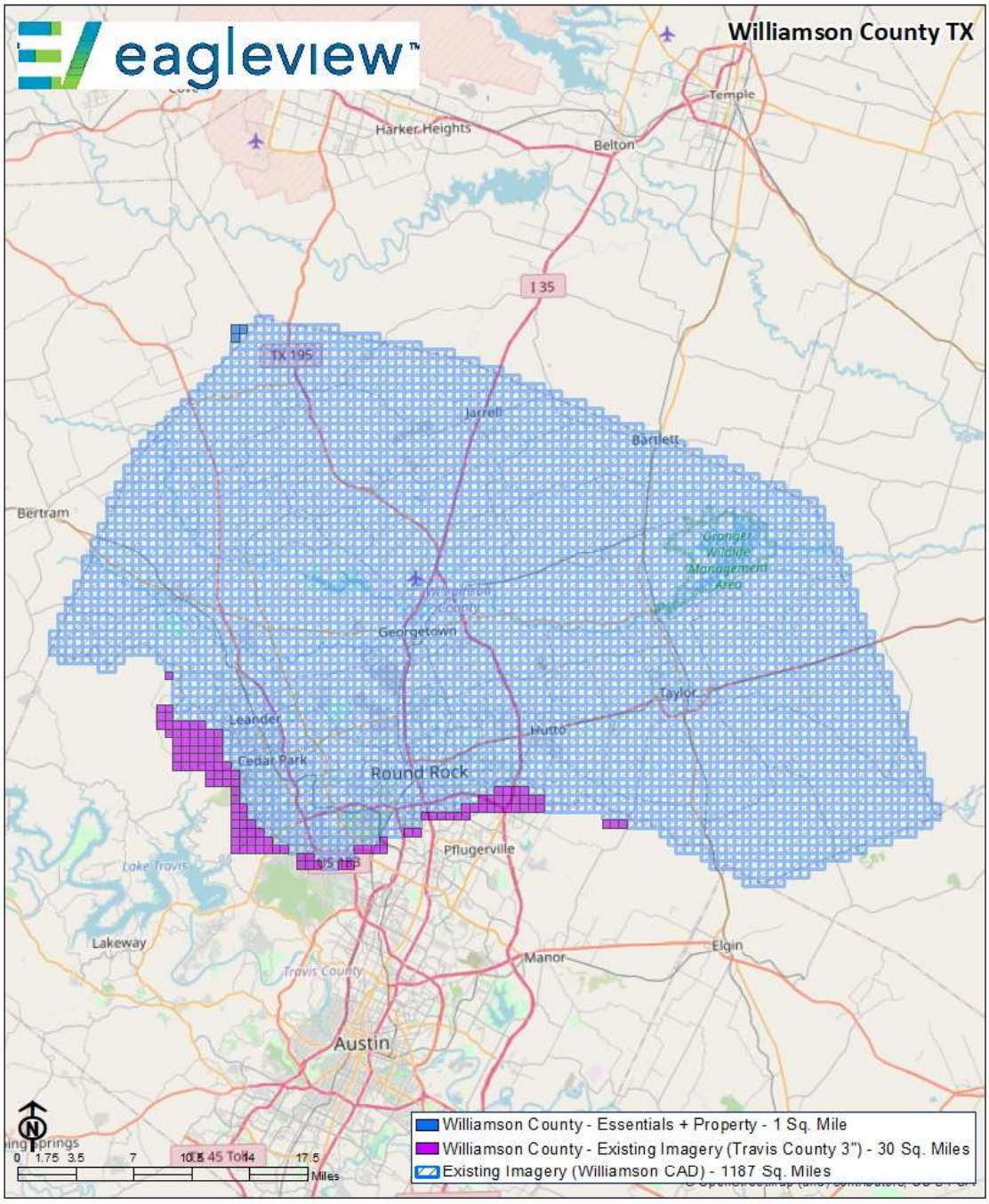
Essentials+ Property deliverables

Product	Essentials+ Property
Ortho frame imagery	• Nominal 2in GSD ortho imagery, Imagery as good as 1.2in and no worse than 3in
Orthomosaic Specifications	• Orthomosaic Resolution 2in or 3in GSD (Best Available provided) • Typical Positional Horizontal Accuracy: 1m at a 95% confidence level • Fully automated photogrammetric orthomosaic. Imagery may contain seamlines • Project-wide color and contrast balancing
Oblique Imagery	Nominal 2.6in GSD oblique imagery ranging from 1.7in to 3.5in GSD: • Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	Metadata: • Metadata generated that meets FGDC Standards upon request • Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online)	Resolution: • 2in or 3in GSD (Best Available Provided) Access Methods: • Available via web-based viewer (Connect) - Contracted separately • Also available via WMS/WMTS (Image Service) - Contracted separately

Orthomosaic Deliverable Format (Physical)	Resolution:
	• 2in or 3in GSD (Best Available Provided)
	Projection/Coordinate System:
	• Customer Selectable
	Datum:
	• Customer Selectable
	File Format:
	• Mosaic Tiles
	  ○ Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file
	  ○ Includes separate Pictometry Map Image (PMI) trailer file
	• Project-Wide Mosaic
	  ○ Available in ECW, MrSID (All versions) format

Oblique Imagery & Frame Imagery Deliverable Format	Access methods: • Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	• Best efforts to make frame imagery available online within 20 days of capture complete • Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion

MAP(S)


eagleview
Williamson County TX
Temple
Harker Heights
Belton
135
TX 195
Jarrell
Bartlett
Bertram
Georgetown
Taylor
Leander
Hutto
Cedar Park
Round Rock
Pflugerville
Lake Travis
Lakeway
Manor
Elgin
Travis County
Austin
Williamson County - Essentials + Property - 1 Sq. Mile
Williamson County - Existing Imagery (Travis County 3") - 30 Sq. Miles
Existing Imagery (Williamson CAD) - 1187 Sq. Miles
0 1.75 3.5 7 10.5 14 17.5
Miles

Commissioners Court - Regular Session **40.**

Meeting Date: 08/18/2020

Awarding RFP T1199 Lease of Residential Property - 9769 Hwy 29 Georgetown

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 #T1199 Lease of Residential Property - 9769 Highway 29 W Georgetown, TX 78628 to the overall highest scoring respondent Brenda Damer and authorizing execution of the Lease Agreement.

Background

Purchasing solicited sealed proposals for the lease of a residential property located at 9769 Hwy 29 in Georgetown. One respondent participated in the solicitation and submitted a response. The response was evaluated by an evaluation committee and it was determined that the submission was responsive and of the best value to the County. The initial term of this lease will be October 1, 2020, to September 30, 2021, at a monthly rental rate of $1,025.00 plus $484.57 which is one-twelfth the amount of annual ad valorem taxes assessed against improvements of the premises in the preceding calendar year, for a total of $1,509.57 per month. Four additional one-year renewal options are available after the initial term. Department point of contact is Dale Butler.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement
Evaluation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/13/2020 09:43 AM
County Judge Exec Asst.	Andrea Schiele	08/13/2020 10:28 AM
Form Started By: Thomas Skiles		Started On: 08/12/2020 08:14 AM
Final Approval Date: 08/13/2020		

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 Brenda Damer, (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 9769 HWY 29 W, Georgetown, Texas, 78628, as further described below, (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. PREMISES. The "Premises" shall mean and include the residential house located at 9769 HWY 29 W, Georgetown, Texas, 78628, along with the improvements located thereon. The improvements consist of a +/- 480 s/f detached game room located adjacent to the rear covered porch of the house and a +/- 1200 s/f detached garage/storage (without electricity) located near the house that contains a 12 X 18 covered storage located along the rear, fenced area between the house. The acreage surrounding the house and improvements shall not be included in this Lease.

2. The "Initial Term" of this Lease shall be One (1) Year commencing on October 1, 2020 ("Commencement Date") and ending on September 30, 2021 at 11:59 p.m. ("Termination Date").

3. RENT. Tenant agrees to pay, without demand, deduction or offset, to Landlord as rent for the Premises One Thousand Twenty Five Dollars and Zero Cents ($1,025.00) plus Four Hundred Eighty Four Dollars and Fifty Seven Cents ($484.57), which is one-twelfth the amount of the annual ad valorem taxes assessed against improvements of the Premises in the preceding calendar year*, ("Initial Base Rent"), on the first (1st) day of each calendar month in advance, beginning on the (1st) day of October, 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.

***AN AMOUNT EQUAL TO ONE-TWELFTH THE AMOUNT OF THE ANNUAL AD VALOREM TAXES ASSESSED AGAINST THE PREMISES (TAXES ASSESSED AGAINST ONLY THE IMPROVEMENTS AND EXCLUDING THE SURROUNDING ACREAGE) IN THE PRECEDING CALENDAR YEAR SHALL BE ADDED TO THE MONTHLY RENTAL AMOUNT. THE SUM OF THE MONTHLY RENT AMOUNT AND THE ONE-TWELFTH THE AMOUNT OF THE ANNUAL AD VALOREM TAXES ASSESSED IN THE PRECEDING CALENDAR YEAR SHALL CONSTITUTE THE INITIAL BASE RENT FOR THE INITIAL TERM. THE BASE RENT FOR EACH EXTENSION TERM FOLLOWING THE INITIAL TERM SHALL BE THE BASE RENT, AS MAY BE ADJUSTED AS SET FORTH BELOW, PLUS ONE-TWELFTH THE AMOUNT OF THE ANNUAL AD VALOREM TAXES ASSESSED AGAINST THE PREMISES IN THE PRECEDING CALENDAR YEAR.**

4. 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.

5. OPTION TO EXTEND 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. This lease may only be extended for up to a maximum of Four (4) separate One (1) Year Extension Terms.

The Base Rent will be adjusted on each new commencement date of each Extension Term (the "Adjustment Date") to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjustments in the Base Rent will be determined by multiplying the Initial Base Rent by a fraction, the numerator of which is the index number for the most recent publication of the above referenced CPI before the adjustment and the denominator of which is the index number for the first month of the first year of the Term. If the product is greater than the Initial Base Rent, Tenant will pay this greater amount as Base Rent until the next rental adjustment. Base Rent will never be less than the Initial Base Rent.

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. SECURITY DEPOSIT. On the execution of this Lease, Tenant shall deposit with Landlord an amount equal to Initial Base Rent, as security for faithful performance of the terms of the Lease. The deposit shall be held in a separate account for the benefit of Tenant, and it shall be returned to Tenant, without interest and less any lawful deductions of same, on full performance of the

provisions of this Lease. **Tenant must give Landlord at least Thirty (30) days written notice of surrender before Landlord is obligated to refund or account for the security deposit. The Landlord shall return or account for the security deposit within Thirty (30) days after Tenant surrenders the Property (vacating the Premises and returning all keys and access devices) and gives Landlord a written statement of Tenant's forwarding address.**

Landlord may deduct all reasonable charges from the security deposit, which shall include but not be limited to charges for (a) unpaid or accelerated rent; (b) late charges and returned check charges; (c) unpaid utilities; (d) costs of cleaning, deodorizing and repairing the Premises and its contents for which Tenant is responsible; (e) pet violation charges; (f) replacing unreturned keys, garage door openers or other security devices; (g) the removal of all unauthorized locks, fixtures, improvements installed by Tenant; (h) insufficient light bulbs; (i) packing, removing, and storing abandoned property; (j) removing abandoned or illegally parked vehicles; (k) costs of reletting, if Tenant is in default; (l) attorney's fees and costs of court incurred in any proceeding against Tenant; and/or (m) other items Tenant is responsible to pay under the terms of this Lease or any extension of the term of this Lease.

In the event the deductions from the security deposit exceeds the amount of the security deposit, Tenant will pay Landlord the excess amount within Ten (10) days after Landlord makes written demand on Tenant. The security deposit will be applied first to any non-rent items, including but not limited to late charges, returned check charges, repair charges, and unpaid utility charges, then to any unpaid rent.

8. 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.

9. 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.

10. NUMBER AND NAMES OF OCCUPANTS. The Premises may be occupied by no more than Five (5) persons, consisting of Two (2) adults and Three (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.

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 lessee finds the premises, reasonable wear and tear excepted, and agrees to pay for all maintenance and repairs to put the Premises in the same condition as when Tenant entered; and to keep the lawn mowed, clean, and free of debris and refuse, and in a presentable condition at all times.

16. INSURANCE. Tenant hereby agrees to maintain, at all times during any term of this Lease, at Tenant's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Tenant's use of the Premises, in an amount of at least Five Hundred Thousand Dollars ($500,000.00), per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Landlord, authorized to engage in the business of general liability insurance in the state of Texas, and name Landlord as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Tenant shall deliver to Landlord annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Tenant further agrees to maintain at all times during any term of this Lease, at Tenant's cost, broad coverage fire and casualty insurance on its property and to provide Landlord with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. Tenant's property will not be covered by any hazard 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, excluding the building structures and improvements owned by the Landlord.

Tenant shall, within Ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Landlord Thirty (30) days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Tenant and shall be for a period of at least One (1) year.

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, septic system,

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/septic system; 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. Tenant acknowledges that the Premises is serviced by an onsite sewer septic facility (OSSF) and that, at Tenant's expense, proper use and maintenance of the OSSF will be necessary.

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; promptly notify Landlord of all needed repairs; 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 required 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 whenever damage to them has resulted from Tenant's misuse, waste, or neglect or that of his or her family, agent, or visitor. Major maintenance and repair of the Premises involving anticipated or actual costs in excess of $5,000.00 per incident that is not due to Tenant's misuse, waste, or neglect or that of his or her family, agent, or visitor and all repairs necessary to alleviate a condition that materially affects the physical health and safety of an ordinary tenant will be the responsibility of Landlord or Landlord's assigns.

All requests for repairs, by the Tenant, must be in writing and delivered to the Landlord or its agent at the Landlord's address for notices, as set out in this Lease. Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's prior written consent. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item in need of repair or replacement, and the selection of the repairmen, will be at the Landlord's sole discretion. Landlord is not obligated to complete a repair on a day other than a business day, unless required to do so by law. Landlord may require advance payment of repairs for which Tenant is liable. If Tenant fails to promptly reimburse Landlord for any repair costs that Tenant is obligated to pay, Tenant shall be deemed to be in default of this Lease. If Tenant is

delinquent in rent at the time the repair notices are delivered to Landlord, Landlord is not obligated to make the repairs. If Landlord or Landlord's repairman is unable to access the Premises after making arrangements with Tenant to complete the repair, Tenant shall pay any trip charges resulting from Tenant's failure to provide access to the Premises.

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. ANIMALS. Tenant shall not keep, temporarily or permanently, any domestic or other animals, which shall include but not be limited to mammals, birds, reptiles, fish, rodents and/or insects, on or about the Premises without the prior written consent of Landlord. In the event Landlord gives such prior written consent to Tenant which allows Tenant to keep an animal on the Premises, Landlord, in Landlord's sole discretion, may require that Tenant provide Landlord with animal and/or pet deposit, in an amount set by Landlord, prior to the Tenant's placing such animal on the Premises. If Landlord gives such consent, it may be revoked at any time at Landlord's sole discretion.

If Tenant violates this restriction against keeping animals on the Premises, Tenant shall pay Landlord a fee of $25.00 per day per animal for each day Tenant violates the animal restriction as additional rent for any unauthorized animal. Landlord may remove or cause to be removed any unauthorized animal and deliver said animal to the appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized animal. Landlord will not be responsible for or liable for any harm, injury, death or sickness to any unauthorized or authorized animal of Tenant. Tenant is responsible for and liable for any damage or required repair or cleaning of the Premises caused by any unauthorized or authorized animal and for all costs Landlord may incur in removing or causing any unauthorized animal to be removed from the Premises.

20. SMOKING. Tenant and Tenant's family, agents, guests, invitees and/or visitors may not smoke any type of tobacco or non-tobacco product inside the residence or any of the improvements and/or buildings on the Premises. Tenant shall be in default if Tenant should fail to comply with Landlord's no smoking prohibition.

21. 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.**

22. 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.**

23. 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.

24. 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; making repairs to the Premises; 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.

25. DISPLAY OF SIGNS BY LANDLORD. During the term of this Lease or any Extension Term of same, Landlord or Landlord's agent may display "For Sale," "For Rent," or "Vacancy" signs on the Premises and may show the property to prospective purchasers or tenants.

26. 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.

27. **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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. TENANT'S DESIGNEE IN THE EVENT OF DEATH. 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	Kimberly Gault, Daughter	John Garner, Son
Address of Designee	399 State Route 511 Nova, Ohio 44859 (512)	PO Box 1607 Liberty Hill, TX 78642
Telephone Number of Designee	635-2482	(325) 733-2232

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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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:

Williamson County Facilities
Attn: Senior 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

43. 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: Williamson County
Attn: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78628

With a copy to: Williamson County Facilities

Attn: Senior Director
3101 S. E. Inner Loop
Georgetown, Texas 78626

Tenant's Address: PO Box 1607
Liberty Hill, TX 78642

44. 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.

45. TERMINATION FOR CONVENIENCE. Landlord may terminate this Lease, for convenience and without cause, upon Ninety (90) 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 Ninety (90) 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.

46. TIME OF ESSENCE. Time is expressly declared to be of the essence in this Lease.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

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. § 92.0561 of the Property Code or judicial remedies under Tex. Prop. Code Ann. § 92.0563(a)(1), (2).

Signed, sealed and delivered to be effective as of the date of the last party's execution below.

LANDLORD:

WILLIAMSON COUNTY, TEXAS

By: _____

Bill Gravell, Jr.,
Williamson County Judge

Date: _____

TENANT:

By: Brenda Damer
Brenda Damer (Aug 7, 2020 11:35 CDT)

Name: Brenda Damer

Date: Aug 7, 2020

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	_____	_____
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	_____	_____
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	_____	_____
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 9769 HWY 29 W, Georgetown, Texas 78628.

Beginning Condition Inventory Checklist made on _____ _____, 20_____.

Ending Condition Inventory Checklist made on _____ _____, 20_____ (A*dditional checklist to be completed at termination and surrender of Premises. For a blank checklist at Termination and Surrender of Premises, please contact Landlord)*.

_____ _____

Landlord Tenant

RESIDENTIAL LEASE AGREEMENT - Hwy 29 Property - Damer

Final Audit Report 2020-08-07

Created:	2020-08-07
By:	Thomas Skiles (blake.skiles@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUPMeMxh06WbeCENVYsm705pcCoqnru0N

"RESIDENTIAL LEASE AGREEMENT - Hwy 29 Property - Damer" History

Document created by Thomas Skiles (blake.skiles@wilco.org)
2020-08-07 - 3:35:12 PM GMT- IP address: 173.219.39.210

Document emailed to Brenda Damer (brdamer0326@gmail.com) for signature
2020-08-07 - 3:36:29 PM GMT

Email viewed by Brenda Damer (brdamer0326@gmail.com)
2020-08-07 - 4:31:47 PM GMT- IP address: 66.102.7.156

Document e-signed by Brenda Damer (brdamer0326@gmail.com)
Signature Date: 2020-08-07 - 4:35:19 PM GMT - Time Source: server- IP address: 162.251.9.139

Signed document emailed to Brenda Damer (brdamer0326@gmail.com) and Thomas Skiles (blake.skiles@wilco.org)
2020-08-07 - 4:35:19 PM GMT

POWERED BY
Adobe Sign

Award advice

Awarding advice: T1199 RFP Lease of Residential Property - 9769 Highway 29 W Georgetown, TX 78628

1. Offers

The request RFP Lease of Residential Property - 9769 Highway 29 W Georgetown, TX 78628 has taken place and one offer has been submitted.

Questions were posed by several participating suppliers on the request for proposals. These questions were answered to all suppliers through the Questions & Answer module. Ultimately, before the specified date of 28 Jul 2020 (Tue), 3:00 PM , offers were received from the following suppliers:

	Offer ID	Name	Submitted
1	OF2597	**Brenda Damer** By: Individual	14 Jul 2020 (Tue), 12:26:04 PM

.

2. First selection

The proposal received were first tested against the requirements regarding the supplier and the order included in the proposal request. No parties were dropped. The other suppliers met all requirements.

3. Evaluation

The proposals were reviewed by an evaluation committee.

4. Result

Rank	Suppliers	Score	Price score	Price
1	**Brenda Damer**	94.81	0	$ 1,025.00

5. Award advice

Based on the evaluation, the following offer has been selected as the best. This supplier offers the best price / performance ratio.

Brenda Damer

Commissioners Court - Regular Session **41.**

Meeting Date: 08/18/2020

Williamson County Justice Center Compressor Replacement on Chiller

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 Carrier Corporation to replace compressor 2 on chiller 2 at the Williamson County Justice Center in the amount of $21,890.00 per the terms of BuyBoard Contract #558-19 and authorizing execution of the agreement.

Background

This agreement replaces the contractor, filter drier, heater, associated o-rings, and compressor 2 on chiller # 2 at the Williamson County Justice Center. Department point of contact is Thomas Solis. Funding Source 01.0100.1009.004509 for FY20.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/13/2020 10:37 AM
County Judge Exec Asst.	Andrea Schiele	08/13/2020 10:45 AM
Form Started By: Andrew Portillo		Started On: 08/12/2020 02:09 PM
Final Approval Date: 08/13/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

CONTRACT
FOR
COMPRESSOR REPLACEMENT
ON TRANE CHILLER
AND
RELATED SERVICES
(Williamson County Justice Center)
(Carrier, BuyBoard #558-19)

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 **Carrier Corporation (hereinafter "Service Provider")**, 11100 Metric Blvd, Suite #400, Austin, TX 78758 (Ph. 512-364-6322). 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/Quote, dated August 6, 2020, which is designated Exhibit "A" and 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 $21,890.00.**

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/Quote, dated August 6, 2020, which is incorporated herein as if copied in full;

B. BuyBoard #558-19; and

C. Any required insurance certificates evidencing required coverages.

VI.

No Agency Relationship: 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.

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: 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:

David Keim
Authorized Signature

David Keim
Printed Name

Date: Aug 11, 2020

Notwithstanding anything to the contrary stated herein, the service provider retains ownership of its intellectual property and no license to service provider's intellectual property is granted except as necessary for the customer to use any deliverables and/or services provided hereunder.

Exhibit(s)
Statement of Work/Quote, dated August 6, 2020

Address 11100 Metric Blvd, Suite #400
Austin Texas 78758
Phone (512) 364-6322
Fax (860) 660-8748
E-mail melissa.house@carrier.com

Contact Name	Thomas Solis
Account	WILLIAMSON COUNTY JUSTICE CENTER
Phone	(512) 943-1303
Site Address	405 Martin Luther King St Georgetown, TX, 78626-4901
Estimate Date	08 06 2020
Quote Number	00547104
Job Description	Replace Compressor on Trane Chiller 2, BuyBoard Agreement #558-19.

Scope of Work

Replace the contactor, filter drier, heater, associated o-rings, and compressor 2 on chiller 2 (Trane RTAC, S: U03M03283) at the Justice Center. New compressor will be an OEM re-manufactured compressor. Proposal includes 50 pounds of R134A. All work to be done during regular hours. The lead time on the parts is approximately 5-7 business days.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Proposal excludes overtime labor.

Total Quoted Price

Total Price for Scope of Work excluding applicable taxes: $21,890.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Melissa House

Carrier Commercial Service

_____ _____
Title

_____ _____
Customer Acceptance (signature) Date Purchase Order

Regulated by The Texas Department of Licensing and Regulation P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.license.state.tx.us, License # TACLA59534C

The attached Terms & Conditions shall govern.

David Keim
Market Manager, Carrier Commercial Service

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or

failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as

Commissioners Court - Regular Session **42.**

Meeting Date: 08/18/2020

Williamson County RR Building B- Exterior Paint and Elastomeric Coating

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 Amstar, Inc to provide Exterior Paint and Elastomeric Coating to the Williamson County Round Rock Annex - Building B in the amount of $52,941.53 per the terms of Sourcewell Contract JOC #TX-CT-GC-121819-AMS and authorizing execution of the agreement.

Background

This agreement is for the Exterior Paint of the Barrel Roof and Elastomeric Coating on Exterior Walls at the Williamson County Round Rock Building B. Department point of contact is Bob Lubecker. Funding Source 01.0100.1006.005300.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/13/2020 10:50 AM
County Judge Exec Asst.	Andrea Schiele	08/13/2020 10:51 AM
Form Started By: Andrew Portillo		Started On: 08/12/2020 02:33 PM
Final Approval Date: 08/13/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
(Round Rock Building B - Exterior Paint and Elastomeric Coating & Related Services)
(Amstar, Inc. via Sourcewell EZIQC Contract No. TX-CT-GC-121819-AMS)

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 **Amstar, Inc.** (hereinafter "Service Provider"), with mailing address at 1211 Pleasanton Rd., San Antonio, TX 78214. 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 Work Order and Statement of Work/Proposal, each dated August 4, 2020 which are incorporated herein as if copied in full;

B. Sourcewell EZIQC Contract No. TX-CT-GC-121819-AMS; and

C. Any required insurance certificates evidencing required coverages.

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 Work Order and Statement of Work/Proposal each dated August 4, 2020 which are incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $52,941.53, 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 Work Order and Statement of Work/Proposal, each dated August 4, 2020 which are incorporated herein as if copied in full.

IX.

Good Faith: 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 _____, 2020 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: August 11, 20 20

Exhibit(s)
Work Order and Statement of Work/Proposal, each dated August 4, 2020; and
Sourcewell EZIQC Contract No. TX-CT-GC-121819-AMS
(Incorporated herein as if copied in full)

GORDIAN®

Work Order Signature Document

Sourcewell EZIQC Contract No.: TX-CT-GC-121819-AMS

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.: 081722.00 Work Order Date: 08/04/2020

Work Order Title: Williamson County - Round Rock Building B - Exterior Paint and Elastomeric Coating

Owner Name:	Williamson County	Contractor Name:	Amstar, Inc.
Contact:	Bob Lubecker	Contact:	Atanacio Carrisal
Phone:	512-943-1625	Phone:	

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-AMS.

Brief Work Order Description:

Round Rock Building B - Exterior Paint of Barrel Roof and Elastomeric Coating on Exterior Walls.

Time of Performance Estimated Start Date:
Estimated Completion Date:

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $52,941.53

Owner Purchase Order Number:

Approvals

Owner Date

Contractor 08/05/2020 Date

Detailed Scope of Work

To: Atanacio Carrisal
Amstar, Inc.
1211 Pleasanton Road
San Antonio, TX 78214
No Data Input

From: Bob Lubecker
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626
815-341-6271

Date Printed: August 04, 2020

Work Order Number: 081722.00

Work Order Title: Williamson County - Round Rock Building B - Exterior Paint and Elastomeric Coating

Brief Scope: Round Rock Building B - Exterior Paint of Barrel Roof and Elastomeric Coating on Exterior Walls.

☐ **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.

1. Prep and Paint Metal doors and frames (Exterior only)
2. Remove and replace existing vertical expansion joint caulking in masonry walls.
3. Re-caulk around windows and metal door frames.
4. Seal windows with caulking over existing gaskets. (Exterior only)
5. Prep and paint lintels above windows.
6. Prep and paint handrails.
7. Prep and paint bollards.
8. Paint stucco band around building and also section of parapet wall.
9. Prep and paint metal on barrel roof. (steel framing only, underside of roof excluded)
10. Metal surfaces will be primed and have 2 coats of paint applied.
11. Repair minor sections of stucco on barrel roof columns.
12. Paint barrel roof columns.
13. Install (1) dryer vent cover over AC Pipes on back of building.

Materials to be applied per provided Williamson County Material Specifications:

- MasterProtect EL 750; water based, 100% acrylic, elastomeric, waterproof coating
- MasterSeal: Sealant, Cream 106 (LRV-73). Color to be verified/approved by Willisamson County.

Clarifications:

1. No vinyl gasket work on storefront systems.
2. WILCO will trim all trees around building.
3. Stucco has just been power washed by owner.
4. No painting of gutters or downspouts.

WORK SCHEDULE:

Amstar can mobilize within (2) weeks of issuance of Purchase Order and accomplish the project in a (3) week duration.

Detailed Scope of Work Continues..

Work Order Number: 081722.00
Work Order Title: Williamson County - Round Rock Building B - Exterior Paint and Elastomeric Coating

Subject to the terms and conditions of JOC Contract **TX-CT-GC-121819-AMS**.



08/05/2020

Contractor Date

Owner Date

Contractor's Price Proposal - Summary

Date: August 04, 2020

Re:

IQC Master Contract #:	TX-CT-GC-121819-AMS
Work Order #:	081722.00
Owner PO #:	
Title:	Williamson County - Round Rock Building B - Exterior Paint and Elastomeric Coating
Contractor:	Amstar, Inc.
Proposal Value:	$52,941.53

Barrel Roof Metal	**$1,913.68**
Bollards	**$53.48**
Caulking Joints/Windows	**$7,634.09**
Hand Rails	**$120.84**
Lift	**$7,788.52**
Lintels	**$160.62**
Metal Doors	**$269.15**
Metal Frames	**$106.29**
No Category Input	**$2,486.52**
Stucco Repair on Columns	**$703.03**
Vinyl Gasket on Windows	**$330.72**
Waterproofing Paint	**$31,374.59**
Proposal Total	**$52,941.53**

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: August 04, 2020

Re:
IQC Master Contract #: TX-CT-GC-121819-AMS
Work Order #: 081722.00
Owner PO #:
Title: Williamson County - Round Rock Building B - Exterior Paint and Elastomeric Coating
Contractor: Amstar, Inc.
Proposal Value: $52,941.53

	Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)			
Barrel Roof Metal						
1	09 91	13 00 0479		SF	Paint Exterior Miscellaneous Metal Surfaces, 2 Coats Alkyd Enamel, Brush/Roller Work	$1,567.24
				Installation	Quantity 1,327.00 x Unit Price 0.95 x Factor 1.2432 = Total 1,567.24	
2	09 91	43 00 0017		SF	Hand Scraping And Sanding, Metal Surfaces, Surface Preparation	$346.44
				Installation	Quantity 1,327.00 x Unit Price 0.21 x Factor 1.2432 = Total 346.44	
Subtotal for Barrel Roof Metal						**$1,913.68**
Bollards						
3	09 91	13 00 0342		LF	Paint Steel Pipes 10" To 12" Diameter, 2 Coats	$53.48
				Installation	Quantity 18.00 x Unit Price 2.39 x Factor 1.2432 = Total 53.48	
Subtotal for Bollards						**$53.48**
Caulking Joints/Windows						
4	07 92	13 00 0013		CLF	1/2" x 1" Joint, Silicone Sealant And Caulking	$7,634.09
				Installation	Quantity 13.00 x Unit Price 431.93 x Factor 1.2432 = Total 6,980.68	
				Demolition	13.00 x 40.43 x 1.2432 = 653.41	
Subtotal for Caulking Joints/Windows						**$7,634.09**
Hand Rails						
5	09 91	13 00 0376		LF	Paint Pipe Rail And Pickets, 2 Rails, 2 Coats Alkyd Enamel, Brush/Roller Work	$120.84
				Installation	Quantity 60.00 x Unit Price 1.62 x Factor 1.2432 = Total 120.84	
Subtotal for Hand Rails						**$120.84**
Lift						
6	01 22	23 00 0005		DAY	40' Engine Powered, Telescoping Boom Man Lift With Platform	$7,788.52
				Installation	Quantity 15.00 x Unit Price 417.66 x Factor 1.2432 = Total 7,788.52	
Subtotal for Lift						**$7,788.52**
Lintels						
7	09 91	13 00 0479		SF	Paint Exterior Miscellaneous Metal Surfaces, 2 Coats Alkyd Enamel, Brush/Roller Work	$160.62
				Installation	Quantity 136.00 x Unit Price 0.95 x Factor 1.2432 = Total 160.62	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 081722.00
Work Order Title: Williamson County - Round Rock Building B - Exterior Paint and Elastomeric Coating

Subtotal for Lintels **$160.62**

Metal Doors

8	09	91	13	00 0230		EA	Paint Exterior Metal Door, One Face, 2 Coats Paint, Brush/Roller Work						$269.15
						Installation	Quantity 5.00	x	Unit Price 43.30	x	Factor 1.2432	=	Total 269.15

Subtotal for Metal Doors **$269.15**

Metal Frames

9	09	91	13	00 0226		LF	Paint Exterior Metal Door Frame And Trim, 2 Coats Paint, Brush/Roller Work						$106.29
						Installation	Quantity 95.00	x	Unit Price 0.90	x	Factor 1.2432	=	Total 106.29

Subtotal for Metal Frames **$106.29**

No Category Input

10	07	91	26	00 0006		LF	1" x 1" Butyl Rubber Filler						$2,486.52
						Installation	Quantity 565.00	x	Unit Price 3.54	x	Factor 1.2432	=	Total 2,486.52

Subtotal for No Category Input **$2,486.52**

Stucco Repair on Columns

11	09	01	20	91 0024		SF	>10 To 50 SF, Chip, Clean And Repair Plaster/Stucco						$703.03
						Installation	Quantity 50.00	x	Unit Price 11.31	x	Factor 1.2432	=	Total 703.03

Subtotal for Stucco Repair on Columns **$703.03**

Vinyl Gasket on Windows

12	08	72	33	00 0183		LF	1/4" Vinyl Insert, 1-1/2" Width, 1/4" Height, Head Section, Heavy Duty, Mill Aluminum Retainer, Perimeter Gasketing Weather-Strip (Pemko 2891AV)						$330.72
						Installation	Quantity 0.00	x	Unit Price 8.64	x	Factor 1.2432	=	Total 0.00
						Demolition	283.00	x	0.94	x	1.2432	=	330.72

Subtotal for Vinyl Gasket on Windows **$330.72**

Waterproofing Paint

13	07	24	13	00 0027		SF	Flexible Elastomeric, 100% Acrylic-Based Textured Finish Coat For Exterior Insulation Finishing Systems (EIFS) (Dryvit Weatherlastic®)						$33,267.88
						Installation	Quantity 10,878.00	x	Unit Price 2.46	x	Factor 1.2432	=	Total 33,267.88
14	07	24	13	00 0027	0343	MOD	For >5,000, Deduct						-$1,893.29
						Installation	Quantity 10,878.00	x	Unit Price -0.14	x	Factor 1.2432	=	Total -1,893.29

Subtotal for Waterproofing Paint **$31,374.59**

Proposal Total **$52,941.53**

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: August 04, 2020

Re:

IQC Master Contract #:	TX-CT-GC-121819-AMS
Work Order #:	081722.00
Owner PO #:	
Title:	Williamson County - Round Rock Building B - Exterior Paint and Elastomeric Coating
Contractor:	Amstar, Inc.
Proposal Value:	$52,941.53

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: 08/18/2020

County Jail- Water Heater Venting System

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 Hendrix Consulting Engineers to investigate existing issues with the domestic water heater venting system at the County Jail in the amount of $4,850.00 and authorizing execution of the agreement.

Background

This agreement investigates the existing Domestic Water Heater Venting System and provides engineered solution to correct current venting at the Williamson County Jail. Department point of contact is Jeff Hancock. Funding Source 01.0100.1008.004100.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/13/2020 10:52 AM
County Judge Exec Asst.	Andrea Schiele	08/13/2020 10:55 AM
Form Started By: Andrew Portillo		Started On: 08/12/2020 02:48 PM
Final Approval Date: 08/13/2020		

MEP/ENERGY CONSULTANTS

HENDRIX CONSULTING ENGINEERS

COMMISSIONING • FIELD INVESTIGATIONS

115 East Main Street **Round Rock, Texas 78664**

PH: (512) 218-0060 **FAX: (512) 218-0077**

July 16, 2020 (Revised 8/6/20)

Jeff Hancock
Assistant Facilities Director
3101 SE Inner Loop Rd.
Georgetown, Texas 78626

ATTN: Jeff Hancock, Dale Butler

RE: County Jail - WH Venting issues

This letter of proposal is for Professional MEP Engineering services for the referenced project. The fee will be based on scope description. This agreement is between HCE, herein known as the Engineer and Williamson County, herein known as the Owner.

SCOPE:
Investigate existing Domestic Water Heater Venting System
Provide Engineered solution to correct Current Venting
Provide Documents for JOC contractor to provide installation.

We are pleased to submit this letter of agreement for mechanical, plumbing and electrical engineering to include:

A. Mechanical, Electrical and Plumbing drawings and specifications necessary to complete a set of Contract Documents. Our scope includes incorporating final review comments from the local authorities if needed.
   1. Mechanical Plans and Details, Schedules and Specifications as needed.
   2. Plumbing Plans and Detail, Schedules and Specifications as needed.
   3. Power Plans and Details, Schedules and Specifications as needed.

B. 1 submittal review, resubmittal will be hourly.

C. Answer questions during Construction Phase

D. 1 - Site visits during construction phase during appropriate times as directed by the owner. Additional site visit requested hourly.

Items **not** included in base fee:

A. Detailed cost estimating services or independent cost estimating by a third party.

B. Printing costs. HCE to provide originals only for printing purposes at various phases.

C. Electronic as-builts not included, may be added hourly or by separate agreement.

For these services we propose lump sum fee of **$ 4,850.00**

The Owner is responsible for obtaining plan review comments and forwarding to HCE. The contract documents should not be considered complete until all drawings have been revised to reflect all comments received from the local plan review personnel.

As is standard, all Cad files with backgrounds and title blocks are to be furnished by the Architect. All expenses such as long-distance telephone calls, travel, delivery charges, printing costs, etc., will be billed as reimbursable expenses with a 1.100 multiplier.

Billing will be according to the percentage of completion of the project using the same percentages as the Prime Consultant when Prime Consultant invoices from final payment from owner. Engineer's final payment is due upon receipt from owner.

In the event of termination of the project, the Engineer shall be compensated for all services performed up to the termination date based on the percentage of completion.

HCE Submittal Requirement. Electronic submittals will be accepted as listed in specification. Transmission of Electronic Submittals must follow specification requirements.

Payments are due 30 days from invoice date, or payments are due when Architect gets paid from owner per Master Service Agreement. Late payments will bear interest at the rate of 1-1/2% per month, compounded monthly or the highest allowed by law.

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

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 ten (10) days written notice thereof. In the event of termination, Williamson County (Owner) will only be liable for its pro rata share of services rendered and goods actually received.

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

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

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

Right to Audit: HCE agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of HCE which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. HCE agrees that licensee shall have access during normal working hours to all necessary HCE 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 HCE reasonable advance notice of intended audits.

Any changes, as approved in writing, after completion of documents or requested additional services will be billed hourly at the following rate schedule:

ENGINEERING SERVICES	RATE
PRINCIPAL	$220.00
SR. ENGINEER	$185.00
ENGINEER (P.E.)	$160.00
ENGINEER (EIT)	$150.00
PROJECT MANAGER	$180.00
SR. DESIGNER	$120.00
COMPUTER AIDED DESIGNER	$ 90.00
DESIGNER I	$ 80.00
ADMINISTRATIVE/CLERICAL	$ 70.00

The Engineer shall not have control or charge of, and shall not be responsible for, construction means, methods, field coordination, techniques, sequences or procedures, for safety precautions and programs in connection with the work, for the acts or omissions of the Contractor, Subcontractors or any other person performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

Engineer will maintain a professional E & O Policy with minimum $1,000,000 coverage for each occurrence and $2,000,000 in the aggregate during the term of the project.

The terms of this proposal are subject to change if not accepted within 30 days.

If this proposal is acceptable with you, we ask you to help us in complying with our Professional Liability Company's request to have signed contracts on all projects by signing and returning this proposal to us in a prompt manner. We will then execute the agreement and send you a signed copy.

Your business is appreciated.

Williamson County

BY: _____

DATE: _____

HCE

BY: B R Hendrix

DATE: 8/12/20

BJH/km

Commissioners Court - Regular Session **44.**

Meeting Date: 08/18/2020

Authorize issuing t1620 RFP Williamson County Facilities Automatic Door Annual Preventative Maintenance and Emergency Services

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Williamson County Facilities – Automatic Door Annual Preventative Maintenance and Emergency Services, under RFP #T1620.

Background

Williamson County is seeking an automatic door contractor for annual preventative maintenance services for Williamson County building rolling doors, counter shutters, and Automatic Door Full Maintenance Services for automatic door systems (single, sliding, and swing doors) and Annual American Association of Automatic Door Manufacture Inspections at Williamson County owned premises. This will be an initial 3-yr contract with 3 one-year options. Shantil Moore is the Point of contact. Estimated annual amount of $25,000.00. Funding Source 01-0100-0509-004510 for FY 2021

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/13/2020 11:01 AM
County Judge Exec Asst.	Andrea Schiele	08/13/2020 11:03 AM
Form Started By: Johnny Grimaldo		Started On: 08/13/2020 08:49 AM
Final Approval Date: 08/13/2020		

Commissioners Court - Regular Session **45.**

Meeting Date: 08/18/2020

Williamson County Expo Pavilion (P474) – Prime Construction Change Order #7

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 accepting a report on the Williamson County Exposition Center Pavilion Project (P474); Prime Construction Change Order #7 in the amount of $5,410.90. This change order is being funded by from owner's contingency.

Background

This change order is to provide modifications to overhead coiling doors at the Pavilion. The original plans specified 12' doors but due to pre-engineered metal constraints, additional framing was required for one door. Additional furdown construction is required for door completion. There are no time extensions included. On March 6, 2018, the Williamson County Commissioners Court granted Dale Butler, Williamson County Facilities Department Director, with general authority to approve change orders in relation to any Williamson County construction project pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Expo Pavilion P474 Prime Change Order #7

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/13/2020 11:20 AM
County Judge Exec Asst.	Andrea Schiele	08/13/2020 01:32 PM
Form Started By: Wendy Danzoy		Started On: 08/13/2020 09:13 AM
Final Approval Date: 08/13/2020		

RITTER · BOTKIN

PRIME CONSTRUCTION COMPANY, INC.

WWW.PCCIUSA.COM 20907 Martin Ln Pflugerville, TX 78660 (office) 512.244.7799 (fax) 512.990.9886

Williamson County Exposition Center Pavilion
Change Order No. 07

This Change Order Estimate includes the following modifications to the scopes of work originally contracted for the subject project between **Ritter – Botkin Prime Construction Company Inc.** (Contractor) **Williamson County** (Owner):

SCOPE:
Furnish and install all materials, tools and labor required for the following scopes of work:

Change Event # 40: Overhead Coiling door – Head Detail **$5,410.90**
- Provide and install framed-in overhead openings at (3) approved overhead coiling door locations
  - Finish clearance height: 10'-0"
  - Per head detail SK 034.01 OH Door Clearance reference in RFI 34

This Change Order shall constitute full and final negotiations for the said scope of work with no assumptions, additional obligations, or promises made other than what is strictly written within this document. This instrument cannot and does not change, modify, or exclude any terms within the original contract entered into previously by both parties unless specifically stated above. This change order will only become effective, in whole, with signatures from both parties noted below.

Change Order 07: $ 5, 40.90

Williamson County

8/11/20
Signature / Date

Dale Butler
Printed Name

Prime Construction Company Inc.

Gregg Matocha 7/31/2020
Signature / Date

Gregg Matocha
Printed Name

Populous

John P. Fickel 8.5.2020
Signature / Date

John P. Fickel
Printed Name

Commissioners Court - Regular Session **46.**

Meeting Date: 08/18/2020

2. Williamson County Expo Pavilion (P474) – Prime Construction Change Order #8

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 accepting a report on the Williamson County Exposition Center Pavilion Project (P474); Prime Construction Change Order #8 in the amount of $7,750.04. This change order is being funded by owner's contingency from within the original project budget.

Background

This change order is to install a light pole head and Holophane power doors at the Pavilion. There are no time extensions included. On March 6, 2018, the Williamson County Commissioners Court granted Dale Butler, Williamson County Facilities Department Director, with general authority to approve change orders in relation to any Williamson County construction project pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Expo Pavilion P474 Prime Change Order #8

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/13/2020 11:20 AM
County Judge Exec Asst.	Andrea Schiele	08/13/2020 01:33 PM
Form Started By: Wendy Danzoy		Started On: 08/13/2020 09:25 AM
Final Approval Date: 08/13/2020		

PRIME CONSTRUCTION COMPANY, INC.
WWW.PCCIUSA.COM 20907 Martin Ln Pflugerville, TX 78660 (office) 512.244.7799 (fax) 512.990.9886

Williamson County Exposition Center Pavilion
Change Order No. 08

This Change Order Estimate includes the following modifications to the scopes of work originally contracted for the subject project between **Ritter – Botkin Prime Construction Company Inc.** (Contractor) **Williamson County** (Owner):

SCOPE:
Furnish and install all materials, tools and labor required for the following scopes of work:

Change Event # 45: Light Pole Head Mod **$7,750.04**
Concert light pole heads from 120/277v to 480v
- Remove 120/277v Power Doors on existing Holophane pole head lights (11 ea)
- Install new 480v Holophane Power Doors (11 ea)
- Time to be treated as warranty – no cost

This Change Order shall constitute full and final negotiations for the said scope of work with no assumptions, additional obligations, or promises made other than what is strictly written within this document. This instrument cannot and does not change, modify, or exclude any terms within the original contract entered into previously by both parties unless specifically stated above. This change order will only become effective, in whole, with signatures from both parties noted below.

Change Order 08: $ 7,750.04

Williamson County
8-10-20
Signature / Date
Dale Butler
Printed Name

Prime Construction Company Inc.
Gregg Matocha 7/31/2020
Signature / Date
Gregg Matocha
Printed Name

Populous
John P. Fickel 8/5/2020
Signature / Date
John P. Fickel
Printed Name

Commissioners Court - Regular Session **47.**

Meeting Date: 08/18/2020

Williamson County Expo Pavilion (P474) – Prime Construction Change Order #9

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 accepting a report on the Williamson County Exposition Center Pavilion Project (P474); Prime Construction Change Order #9 in the amount of $7,741.96. This change order is being funded by owner's contingency from within the original project budget.

Background

This change order is to install electrical cord drops at the Pavilion. There are no time extensions included. On March 6, 2018, the Williamson County Commissioners Court granted Dale Butler, Williamson County Facilities Department Director, with general authority to approve change orders in relation to any Williamson County construction project pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Williamson County Expo Pavilion (P474) – Prime Construction Change Order #9

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/13/2020 11:20 AM
County Judge Exec Asst.	Andrea Schiele	08/13/2020 01:33 PM
Form Started By: Wendy Danzoy		Started On: 08/13/2020 09:36 AM
Final Approval Date: 08/13/2020		

RITTER · BOTKIN

PRIME CONSTRUCTION COMPANY, INC.

WWW.PCCIUSA.COM 20907 Martin Ln Pflugerville, TX 78660 (office) 512.244.7799 (fax) 512.990.9886

Williamson County Exposition Center Pavilion
Change Order No. 09

This Change Order Estimate includes the following modifications to the scopes of work originally contracted for the subject project between **Ritter – Botkin Prime Construction Company Inc.** (Contractor) **Williamson County** (Owner):

SCOPE:
Furnish and install all materials, tools and labor required for the following scopes of work:

Change Event # 46: Pavilion Electrical Cord Drops **$7,741.96**

Electrical Installations for 20 cord drops in Pavilion arena.
- Includes labor, materials and equipment for cord and terminals.
- Excludes junction boxes

This Change Order shall constitute full and final negotiations for the said scope of work with no assumptions, additional obligations, or promises made other than what is strictly written within this document. This instrument cannot and does not change, modify, or exclude any terms within the original contract entered into previously by both parties unless specifically stated above. This change order will only become effective, in whole, with signatures from both parties noted below.

Change Order 09: $ 7,741.96

Williamson County

8-11-20
Signature / Date

Dale Butler
Printed Name

Prime Construction Company Inc.

Gregg Matocha 7/31/2020
Signature / Date

Gregg Matocha
Printed Name

Populous

John P. Fickel 8/5/2020
Signature / Date

John P. Fickel
Printed Name

Commissioners Court - Regular Session **48.**

Meeting Date: 08/18/2020

Williamson County Expo Pavilion (P474) – Prime Construction Change Order #10

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 accepting a report on the Williamson County Exposition Center Pavilion Project (P474); Prime Construction Change Order #10 in the amount of $6,732.94. This change order is being funded by owner's contingency from within the original project budget.

Background

This change order is to replace and install a new panel board at the Pavilion. There are no time extensions included. On March 6, 2018, the Williamson County Commissioners Court granted Dale Butler, Williamson County Facilities Department Director, with general authority to approve change orders in relation to any Williamson County construction project pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Williamson County Expo Pavilion (P474) – Prime Construction Change Order #10

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/13/2020 11:20 AM
County Judge Exec Asst.	Andrea Schiele	08/13/2020 01:33 PM
Form Started By: Wendy Danzoy		Started On: 08/13/2020 10:24 AM
Final Approval Date: 08/13/2020		

PRIME CONSTRUCTION COMPANY, INC.
WWW.PCCIUSA.COM 20907 Martin Ln Pflugerville, TX 78660 (office) 512.244.7799 (fax) 512.990.9886

Williamson County Exposition Center Pavilion
Change Order No. 010

This Change Order Estimate includes the following modifications to the scopes of work originally contracted for the subject project between **Ritter – Botkin Prime Construction Company Inc.** (Contractor) **Williamson County** (Owner):

SCOPE:
Furnish and install all materials, tools and labor required for the following scopes of work:

Change Event # 49: HP1 Panel Mod **$6,732.94**

-Provide New 400A HP1 Panel board with 2 - 225A 3 pole breakers to feed HP2 panel and transformer
- Per Siemens diagram
- Remove existing HP1 panel (disconnect all wires inside panel and remove existing branch breakers and install them in new HP1 panel.
- Install new HP1 panel and land all wires inside new panel.

This Change Order shall constitute full and final negotiations for the said scope of work with no assumptions, additional obligations, or promises made other than what is strictly written within this document. This instrument cannot and does not change, modify, or exclude any terms within the original contract entered into previously by both parties unless specifically stated above. This change order will only become effective, in whole, with signatures from both parties noted below.

Change Order 10: $ 6,732. 94

Williamson County

8/1/20
Signature / Date

Dale Esther
Printed Name

Prime Construction Company Inc.

Gregg Matocha 7/31/2020
Signature / Date

Gregg Matocha
Printed Name

Populous

John P. Fickel 8/5/2020
Signature / Date

John P. Fickel
Printed Name

Commissioners Court - Regular Session **49.**

Meeting Date: 08/18/2020

Williamson County Expo Pavilion (P474) – Prime Construction Change Order #11

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 accepting a report on the Williamson County Exposition Center Pavilion Project (P474); Prime Construction Change Order #11 in the amount of $2,567.05. This change order is being funded by owner's contingency from within the original project budget.

Background

This change order is to install Extrutech panels over restroom area at the Pavilion. There are no time extensions included. On March 6, 2018, the Williamson County Commissioners Court granted Dale Butler, Williamson County Facilities Department Director, with general authority to approve change orders in relation to any Williamson County construction project pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Williamson County Expo Pavilion (P474) – Prime Construction Change Order #11

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/13/2020 11:20 AM
County Judge Exec Asst.	Andrea Schiele	08/13/2020 01:34 PM
Form Started By: Wendy Danzoy		Started On: 08/13/2020 10:26 AM
Final Approval Date: 08/13/2020		

RITTER · BOTKIN

PRIME CONSTRUCTION COMPANY, INC.

WWW.PCCIUSA.COM 20907 Martin Ln Pflugerville, TX 78660 (office) 512.244.7799 (fax) 512.990.9886

Williamson County Exposition Center Pavilion
Change Order No. 011

This Change Order Estimate includes the following modifications to the scopes of work originally contracted for the subject project between **Ritter – Botkin Prime Construction Company Inc.** (Contractor) **Williamson County** (Owner):

SCOPE:
Furnish and install all materials, tools and labor required for the following scopes of work:

Change Event # 50: Additional Pavilion Ceilings **$2,567.05**
Supply and install Extrutech panels over restroom entry areas.
- Install cold form framing
- Includes labor, equipment and materials

This Change Order shall constitute full and final negotiations for the said scope of work with no assumptions, additional obligations, or promises made other than what is strictly written within this document. This instrument cannot and does not change, modify, or exclude any terms within the original contract entered into previously by both parties unless specifically stated above. This change order will only become effective, in whole, with signatures from both parties noted below.

Change Order 11: $ 2,567.05

Williamson County

8-11-20
Signature / Date

Dale Ritter
Printed Name

Prime Construction Company Inc.

Gregg Matocha 7/31/2020
Signature / Date

Gregg Matocha
Printed Name

Populous

John P. Fickel 8/5/2020
Signature / Date

John P. Fickel
Printed Name

Commissioners Court - Regular Session **50.**

Meeting Date: 08/18/2020

Williamson County Expo Pavilion (P474) – Prime Construction Change Order #12

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 accepting a report on the Williamson County Exposition Center Pavilion Project (P474); Prime Construction Change Order #12 in the amount of $4,107.42. This change order is being funded by owner's contingency from within the original project budget.

Background

This change order is to excavate and replace existing post indicator valve, as required by Fire Marshall, at the Pavilion. There are no time extensions included. On March 6, 2018, the Williamson County Commissioners Court granted Dale Butler, Williamson County Facilities Department Director, with general authority to approve change orders in relation to any Williamson County construction project pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Williamson County Expo Pavilion (P474) – Prime Construction Change Order #12

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/13/2020 11:20 AM
County Judge Exec Asst.	Andrea Schiele	08/13/2020 01:34 PM
Form Started By: Wendy Danzoy		Started On: 08/13/2020 10:28 AM
Final Approval Date: 08/13/2020		

RITTER · BOTKIN

PRIME CONSTRUCTION COMPANY, INC.

WWW.PCCIUSA.COM 20907 Martin Ln Pflugerville, TX 78660 (office) 512.244.7799 (fax) 512.990.9886

Williamson County Exposition Center Pavilion
Change Order No. 012

This Change Order Estimate includes the following modifications to the scopes of work originally contracted for the subject project between **Ritter – Botkin Prime Construction Company Inc.** (Contractor) **Williamson County** (Owner):

SCOPE:
Furnish and install all materials, tools and labor required for the following scopes of work:

Change Event # 52: Post Indicator Valve **$4,107.42**
- Excavate and replace existing valve with Post Indicator Valve required by Fire Marshall.

This Change Order shall constitute full and final negotiations for the said scope of work with no assumptions, additional obligations, or promises made other than what is strictly written within this document. This instrument cannot and does not change, modify, or exclude any terms within the original contract entered into previously by both parties unless specifically stated above. This change order will only become effective, in whole, with signatures from both parties noted below.

Change Order 12: $ 4,107.42

Williamson County

8-11-20
Signature / Date

Dale Butler
Printed Name

Prime Construction Company Inc.

Gregg Matocha 7/31/2020
Signature / Date

Gregg Matocha
Printed Name

Populous

John P. Fickel 8./5/2020
Signature / Date

John P. Fickel
Printed Name

Commissioners Court - Regular Session **51.**

Meeting Date: 08/18/2020

River Ranch County Park (P315) – Prime Construction Change Order #7

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 accepting a report on the Williamson County River Ranch County Park Project (P315); Prime Construction Change Order #7 in the amount of $11,167.20. This change order is being funded by owner's contingency from within the original project budget.

Background

This change order is to install power to irrigation controllers, add adapters at deleted water meters, add HQ light fixture, add additional gutter, and replace bathhouse ceiling tile. There are no time extensions included. On March 6, 2018, the Williamson County Commissioners Court granted Dale Butler, Williamson County Facilities Department Director, with general authority to approve change orders in relation to any Williamson County construction project pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

7. River Ranch County Park (P315) – Prime Construction Change Order #7

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/13/2020 11:20 AM
County Judge Exec Asst.	Andrea Schiele	08/13/2020 01:34 PM
Form Started By: Wendy Danzoy		Started On: 08/13/2020 10:30 AM
Final Approval Date: 08/13/2020		

PRIME CONSTRUCTION COMPANY, INC.

WWW.PCCIUSA.COM 20907 Martin Ln Pflugerville, TX 78660 (office) 512.244.7799 (fax) 512.990.9886

CHANGE ORDER NO. 07

Project: River Ranch County Park

This Change Order includes the following modifications to the scopes of work originally contracted for the subject project between **Ritter – Botkin Prime Construction Company Inc.** (Contractor) and Williamson County (Owner):

SCOPE:

Change Event #81-Power to irrigation controllers	$1,479.50
Change Event #83-Adapters at deleted Water Meters	$2,429.90
Change Event #85-HQ Light Fixture	$1,647.80
Change Event #102 -Day Use Add'l Gutter	$3,245.00
Change Event #107-Bathhouse Add'l Ceiling Tile	$2,365.00

Total request for this Change Order **$11,167.20**

This Change Order shall constitute full and final negotiations for the said scope of work with no assumptions, additional obligations, or promises made other than what is strictly written within this document. This instrument cannot and does not change, modify, or exclude any terms within the original contract entered into previously by both parties unless specifically stated. This change order will become effective, in whole, with signatures from parties noted below.

Change Order 07 : **$** 11,167.20

Design Workshop

Signature / Date

Claire Hempel

Printed Name

Prime Construction Company Inc.

Signature / Date

Gregg Matocha

Printed Name

Williamson County

Signature / Date

Dale Butler

Printed Name

Commissioners Court - Regular Session **52.**

Meeting Date: 08/18/2020

River Ranch Interpretive Center (P465) – Prime Construction Change Order #1

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 accepting and approving Change Order #1 for the Williamson County River Ranch Interpretive Center Project (P465) with Prime Construction in the amount of $46,394.00. This change order is being funded by owner's contingency from within the original project budget.

Background

This change order is to relocate power rack and transformer from the front of the Interpretive Center and move it across street for aesthetic reasons. Contractor will also install roof edge stiffener. There are no time extensions included.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

River Ranch Interpretive Center (P465) – Prime Construction Change Order #1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/13/2020 11:20 AM
County Judge Exec Asst.	Andrea Schiele	08/13/2020 01:35 PM
Form Started By: Wendy Danzoy		Started On: 08/13/2020 10:32 AM
Final Approval Date: 08/13/2020		

PRIME CONSTRUCTION COMPANY, INC.

WWW.PCCIUSA.COM 20907 Martin Ln Pflugerville, TX 78660 (office) 512.244.7799 (fax) 512.990.9886

CHANGE ORDER NO. 01

Project: River Ranch Interpretive Center

This Change Order includes the following modifications to the scopes of work originally contracted for the subject project between **Ritter – Botkin Prime Construction Company Inc.** (Contractor) and Williamson County (Owner):

SCOPE:

Change Event #11-Power to Interpretive Center	$44,369.34
Change Event #16-RRIC Roof Edge Stiffener	$ 2,024.66

Total request for this Change Order **$46,394.00**

This Change Order shall constitute full and final negotiations for the said scope of work with no assumptions, additional obligations, or promises made other than what is strictly written within this document. This instrument cannot and does not change, modify, or exclude any terms within the original contract entered into previously by both parties unless specifically stated. This change order will become effective, in whole, with signatures from parties noted below.

Change Order : $ 46,394.00

Design Workshop

Signature / Date

Claire Hempel
Printed Name

Prime Construction Company Inc.

Signature / Date

Gregg Matocha
Printed Name

Williamson County

Signature / Date

Printed Name

Commissioners Court - Regular Session **53.**

Meeting Date: 08/18/2020

Off ROW CR 217

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding off Right of Way work proposed to be done by the Road and Bridge Division on IRA Florence, LLC property on CR 217.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Off ROW CR 217

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/11/2020 09:23 AM
Form Started By: Vicky Edwards		Started On: 08/05/2020 12:30 PM
Final Approval Date: 08/11/2020		

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That IRA Florence, LLC, Parcel No. R010503, hereafter referred to as Grantor(s), whether one or more, in consideration of Five Dollars ($5.00) and other good and valuable consideration paid by Director of Road and Bridge, or designee, the receipt of which is hereby acknowledged, does hereby grant to Williamson County, its agents, contractors, successors and assigns (referred to as "County"), a temporary construction easement (TCE) for the purpose of clearing vegetation, tree or plant therewith, in, along, upon and across the property as necessary to carry out the purposes of this TCE. The clearing on the property shall be in the location of, subject to, and shall comply with any notes, details, specifications or other requirements of restrictions as shown on Exhibit "A".

The parties agree further as follows:

Following completion of work within the TCE area described in Exhibit "A", County shall place the cleared vegetation debris on the Grantor's property adjacent to the TCE. It is the responsibility of the Grantor(s) to haul off or burn the cleared vegetation debris in accordance with local laws and regulations.

This TCE shall be in full force and effect at all times during the accomplishment and completion of the clearing activities described above. This TCE shall terminate and the easement rights shall revert to and become the responsibility of the Grantor(s), Grantor's successors, and assigns, all interest conveyed shall terminate twelve months after the beginning of the clearing work upon the property, or on the date of completion of clearing, whichever occurs first.

This conveyance is subject to all easements and rights of way of record, visible or apparent on the ground, all restrictions, reservations, covenants, conditions, oil, gas, or other mineral leases, mineral severances and other instruments that affect the property.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this 5 day of Aug, 2020.

By: _____

Its: Manager

Acknowledgment

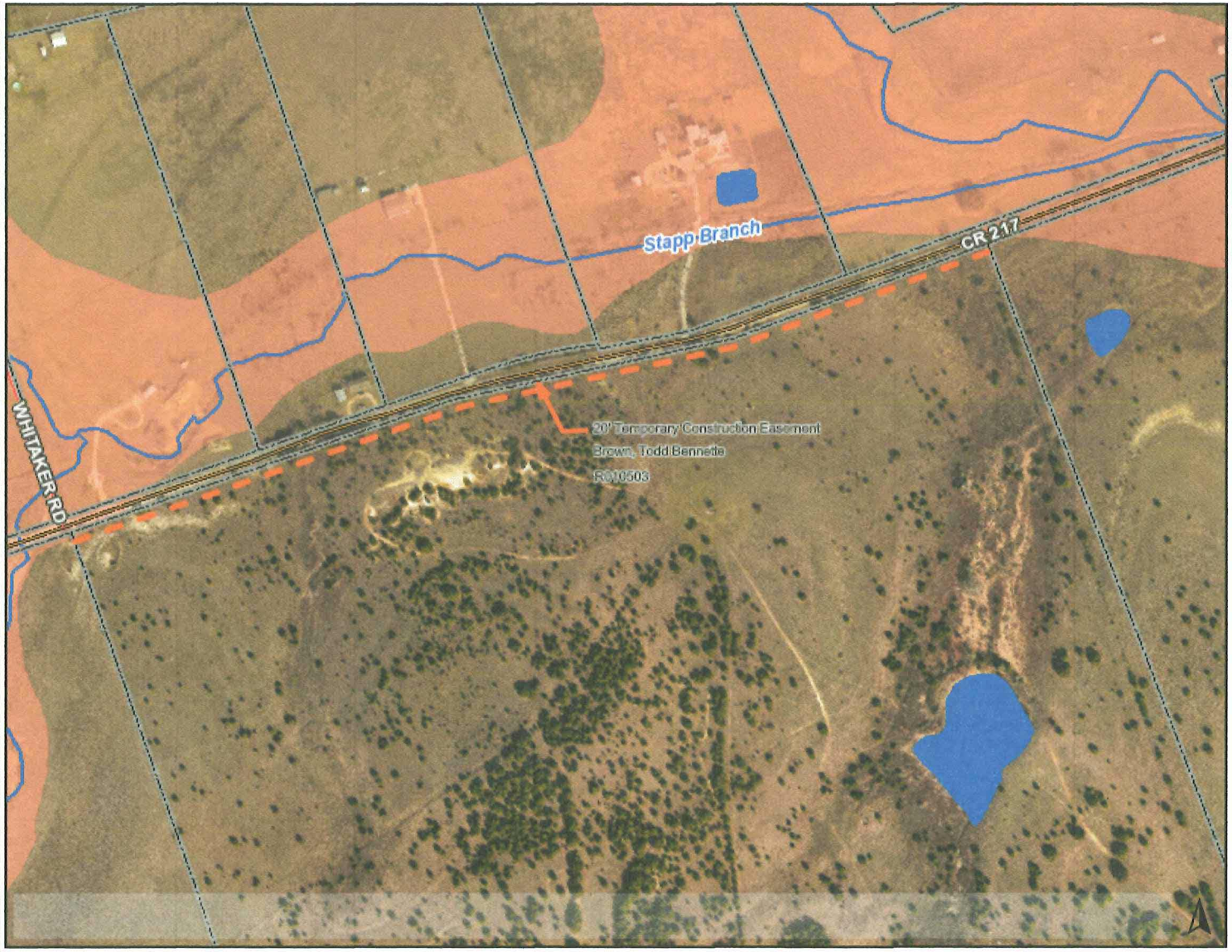
State of Texas §
§
County of Williamson §

This instrument was acknowledged before me on this the 5th day of August, 2020 by Brad Porker, in the capacity and for the purposes and consideration recited herein.

Lori Smith
Notary Public, State of Texas
My Comm. Exp. 11/18/2023
Notary ID 13033951-5

_____
Notary Public, State of Texas

WILLIAMSON COUNTY | Exhibit "A"





Legend

Address
- Address

Road & Bridge Roads
- Private Roads
- Wilco Roads
  - WILLIAMSON MAINTAINED

Streets
- Streets

Development Boundaries
- WCAD Parcels

Hydrology
- Lake24k NHD
- River24k NHD

FEMA Floodplain (Static)
- FEMA Floodplain

Notes

County will clear vegetation, tree or plant within the temporary construction easement. Grantor will haul off or burn the cleared vegetation debris in accordance with local laws and regulatio

0 500 1000 ft

1:5628

This map and data are for general planning purposes only. The base map conforms to National Map Accuracy Standards in unobstructed areas. Williamson County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information or spatial locations depicted. Furthermore, all warranties on merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Williamson County be liable to the recipient or any other party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use these materials.

8/4/2020 5:25:26 PM

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Commissioners Court - Regular Session **54.**

Meeting Date: 08/18/2020

Diamond 2586 WA2 CR 278 E

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $19,150.00 to expire on May 31, 2022 under Williamson County Contract for Surveying Services between Diamond Surveying and Williamson County dated May 19, 2020 for CR 278 East of CR 279. Funding source: P493.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Diamond 2586 WA2 CR 278 E

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/12/2020 12:09 PM
County Judge Exec Asst.	Andrea Schiele	08/12/2020 03:39 PM
Form Started By: Vicky Edwards		Started On: 08/12/2020 09:53 AM
Final Approval Date: 08/12/2020		

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 2
PROJECT: CR 278 EAST OF CR 279

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 19, 2020 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Diamond Surveying (the "Surveyor").

Part1. The Surveyor will provide the following Surveying 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 $19,150.00.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on May 31, 2022. The Surveying 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. Surveyor 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 Surveyor 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 Surveyor.

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

EXECUTED this ____ day of _____, 20___.

SURVEYOR:	COUNTY:
Diamond Surveying	Williamson County, Texas
By: _____	By: _____
Signature	Signature
SHANE SHAFER	_____
Printed Name	Printed Name
PRES.	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Rate Schedule

Attachment A

Services to be Provided by County

A. Provide the specifications requirements for all surveys.
B. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in attached Exhibit C.
C. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in attached Exhibit C.
D. Provide aluminum caps for iron rods, if applicable.
E. Provide brass caps for flush mount ROW markers, if applicable.

Attachment B

Services to be Provided by Surveyor:

The following scope of services is for one (1) right-of-way acquisition Parcels and for a topographic survey. Limits from the intersection of CR 279 and CR 278 to the east along CR 278 for approximately 2,400 feet and being arm length outside existing and proposed right-of-way lines both sides CR 278.

1. Perform office and field work necessary to establish State Plane Coordinates for the Project. Bearing Basis: NAD-83, Texas Central (4203), State Plane System. Coordinates for this Project will be Surface Coordinates based on the Combined Surface Adjustment Factor for the Project (to be determined upon field work). Vertical Datum: NAVD-88 (Geoid 2012A). Field work necessary to set survey control points along route to include two (2) pairs of recoverable project monumentation at each end of the project. And office work to process and analyze the on-the ground traverse and conventional levels.

2. Identify existing right-of-way and side boundary lines: Perform office work necessary to research deed information of the tract of land to be acquired and adjoining tracts. Prepare field packets for use by survey field crew to recover boundary monumentation.
   Perform field work necessary to find and tie sufficient right-of-way and boundary monumentation along the route. Perform office work to analyze field work to finalize boundary lines.

3. Perform office and field work necessary for a topographic survey. Field work to locate visible above ground utilities to include contacting Utility One-Call (811 Digtess) to mark underground utilities – field locate pin flags/paint stripes as marked in the field by utility locate companies. Take sufficient ground shots to produce one (1) foot contours. Office work to analyze, process survey data.

4. Final Surveys: Perform office work to review Title Commitment (to be provided by Client) and address any easements or setbacks that may affect the subject tracts. Prepare a Land Title Survey with metes and bounds description with sketch for each tract. Provide County with original signed and sealed paper copies for the Land Title Survey.
   Perform field work to set appropriate monumentation for the right-of-way tract to be acquired.

5. Supervise and quality control all aspects of project. Check field and office work for accuracy and completeness. Sign and seal final documents. Maintain communication with Client, including Engineers, Landowners and Attorneys. Attend meetings if requested.

Deliverables: A 2D and 3D - Microstation (DGN) drawing in Surface Coordinates (with Combined Surface Adjustment Factor clearly stated). Microstation (DGN) drawing to include existing right-of-way lines both sides of CR 278 along the Project Route with bearing and distances labeling the existing right-of-way lines and monumentation found. Record deed plots for the Parcels (tracts of land) adjoining existing right-of-way lines. The topographic, tree and utility survey data points and linework and contours.

Attachment C

Work Schedule

Work shall begin immediately upon receipt of executed agreement between County and Surveyor and Notice to Proceed from County.

Each survey will be delivered within 30 to 45 working days of Authorization to Proceed.

Schedule for setting of survey control monuments will be based on access to public right-of-way and Right-of-Entry letters.

Attachment D

Rate Schedule

Diamond Surveying, Inc.
SHANE SHAFER, R.P.L.S., PRESIDENT
116 SKYLINE ROAD, GEORGETOWN, TX 78628
OFFICE: (512) 931-3100
T.B.P.L.S. Firm No. 10006900

STANDARD RATE SCHEDULE

Effective January 1, 2020, the following rates apply to work performed on a hourly-charge basis.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

Classification	Rates
Registered Professional Land Surveyor	$160.00 per hour
Project Manager	$140.00 per hour
Project Surveyor	$110.00 per hour
Senior CADD Technician	$125.00 per hour

FIELD PARTY SERVICES

Classification	Rates
1-Man Field Party	$120.00 per hour
2-Man Field Party	$160.00 per hour
3-Man Field Party	$190.00 per hour

Notes:
Field Party rates include conventional equipment, supplies and survey vehicles. Excessive use of stakes, lathes, etc., will be charged at cost.

A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.

Field Party stand-by time will be charged at the above-shown appropriate rates.

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". Surveyor 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 Surveyor fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Surveyor'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.

Basis of Estimate for Items listed in Attachment B

Attachment D, Continued
Basis of Estimate

Schedule B Item No. 1: Establish Survey Control.

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal		
1	Establish Control	3-Man Field Party	12	Hours	$190.00	$2,280.00		
2	Analyze, Process Field Work	Sr. CADD Tech	6	Hours	$125.00	$750.00	**Subtotal**	**$3,030.00**

Schedule B Item No. 2: Identify Right-of-Way and Boundary Lines

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal		
1	Perform Research, Deed Plots	Sr. CADD Tech	4	Hours	$125.00	$500.00		
2	Prepare Field Packets	Sr. CADD Tech	4	Hours	$125.00	$500.00		
3	Perform Fieldwork to Find existing monumentation	3-Man Field Party	4	Hours	$190.00	$760.00		
4	Analyze Field Work Prepare Microstation Drawing Showing Right-Of-Way and Boundary Lines	Sr. CADD Tech	4	Hours	$125.00	$500.00	**Subtotal**	**$2,260.00**

Schedule B Item No. 3: Perform Topographic Survey and Utility One-Call

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal		
1	Perform Topographic Survey	3-Man Field Party	40	Hours	$190.00	$7,600.00		
2	Analyze Field Work and Prepare Topographic Survey. Prepare Microstation Drawing combined with Right-of-Way Drawing	Sr. CADD Tech	24	Hours	$125.00	$3,000.00	**Subtotal**	**$10,600.00**

Schedule B Item No.4: Final Land Title Surveys – 1 Parcel.

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal		
1	Address Title Commitment and prepare Final Land Title Survey	Sr. CADD Tech	12	Hours	$125.00	$1,500.00	**Subtotal**	**$1,500.00**

Schedule B Item No. 5: Supervise And Quality Control All Aspects Of Project

Maintain Communication With Client Including Engineer(s), Land Owner(s), And Attorney(s) Attend Meetings As Requested

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal		
1	Analyze Right-of-Way, Boundary Lines Sign and Seal Final Survey	R.P.L.S.	4	Hours	$160.00	$640.00		
2	Supervise and Quality Control All Aspects of Project	Project Manager	8	Hours	$140.00	$1,120.00	**Subtotal**	**$1,760.00**

Total Amount: $19,150.00

Commissioners Court - Regular Session **55.**

Meeting Date: 08/18/2020

Final plat for the Highlands at Mayfield Ranch Section 11 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 11 subdivision – Precinct 3.

Background

This is the next section of the Highlands at Mayfield Ranch development. It consists of 67 single family lots, 3 landscape lots, 1 open space & drainage easement lot, 1 open space lot and 2,026 feet of new public roads. Roadway and drainage construction has been completed.

Timeline

2018-11-28 – initial submittal of final plat
2019-01-22 – 1st review complete with comments
2019-02-15 – 2nd submittal of final plat
2019-02-26 – 2nd review complete with comments
2019-12-19 – 3rd submittal of final plat
2020-01-09 – 3rd review complete with comments
2020-08-07 – 4th submittal of final plat with signatures
2020-08-10 – 4th review comments cleared
2020-08-13 – final plat placed on the August 18, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Highlands at Mayfield Ranch 11

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/13/2020 11:40 AM
Form Started By: Adam Boatright		Started On: 08/13/2020 09:22 AM
Final Approval Date: 08/13/2020		

FINAL PLAT OF

HIGHLANDS AT MAYFIELD RANCH SECTION 11

WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'

0 100' 200' 300' 400'

NEW STREETS:

NAME	LENGTH	DESIGN SPEED (MPH)
WINNIE PLACE	132'	25
POST LOOP	766'	25
MAYFIELD RANCH BLVD.	1128'	25

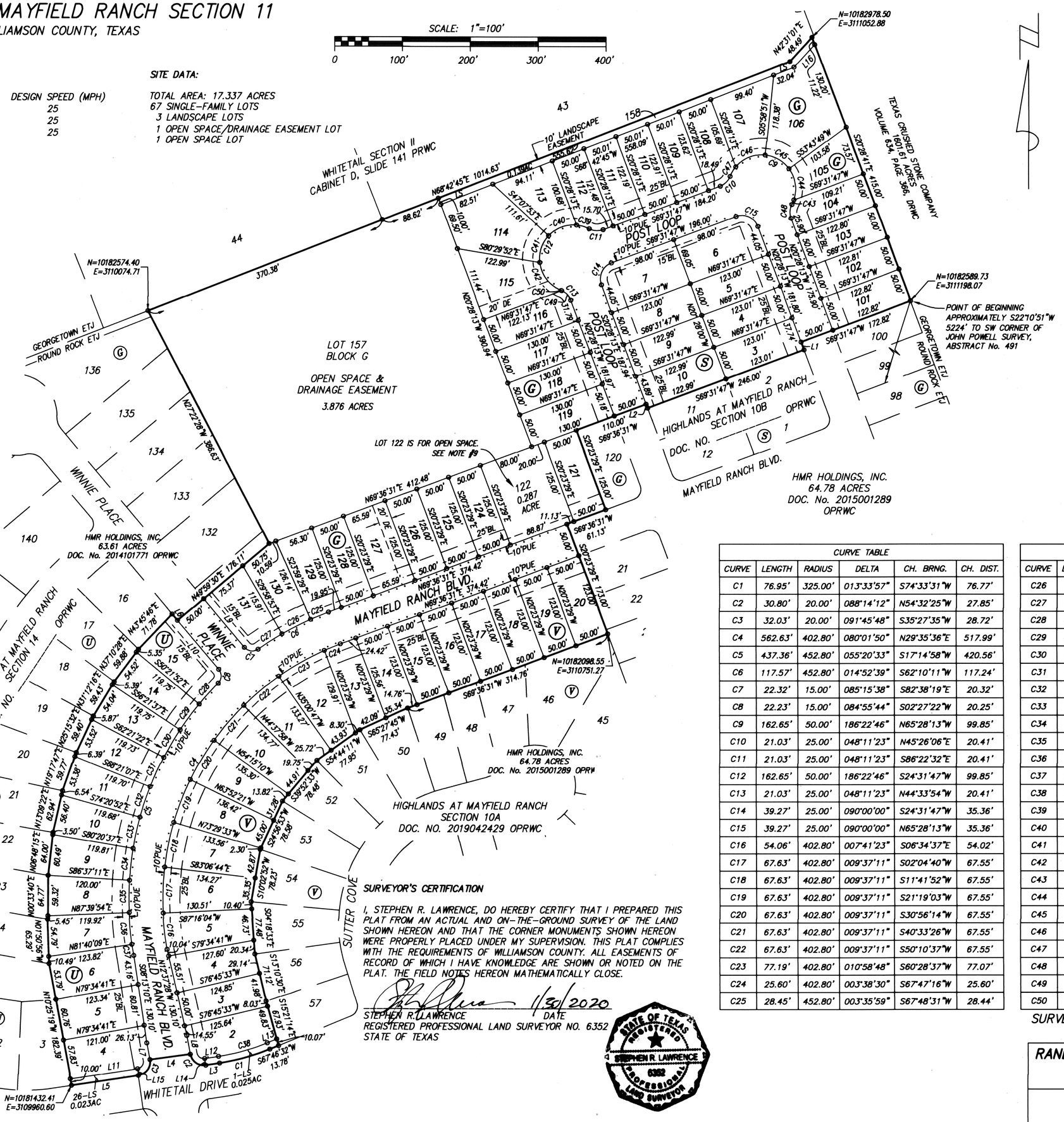
SITE DATA:

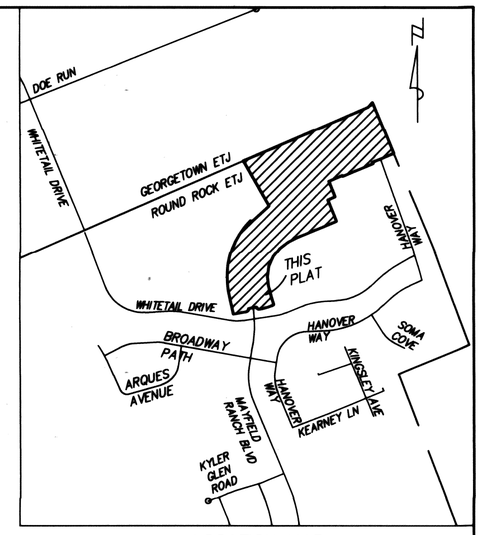
TOTAL AREA: 17.337 ACRES
67 SINGLE-FAMILY LOTS
3 LANDSCAPE LOTS
1 OPEN SPACE/DRAINAGE EASEMENT LOT
1 OPEN SPACE LOT

LINE TABLE		
LINE #	DIRECTION	DISTANCE
L1	S20°28'13"E	12.26'
L2	N20°28'13"W	6.11'
L3	S81°20'29"W	20.73'
L4	S82°30'55"W	60.08'
L5	S81°20'29"W	99.43'
L6	S40°00'30"E	12.17'
L7	N10°25'19"W	24.80'
L8	S10°25'19"E	27.88'
L9	S40°00'30"E	93.82'
L10	S40°00'30"E	94.05'
L11	S81°20'29"W	99.74'
L12	S81°20'29"W	20.73'
L13	S67°46'32"W	14.99'
L14	S08°39'31"E	10.00'
L15	S08°39'31"E	10.00'
L16	S42°31'01"W	45.72'

PROPERTY OWNER:

HMR HOLDINGS, INC.
BLAKE J. MAGEE, PRESIDENT
1011 NORTH LAMAR BOULEVARD
AUSTIN, TEXAS 78703





LOCATION MAP
NOT TO SCALE

LEGEND:

- ○ = SET IRON ROD WITH "RJ SURVEYING" CAP
- ● = FOUND 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 LOT/EASEMENT
- (Q) = BLOCK NAME
- ETJ = EXTRA TERRITORIAL JURISDICTION

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
C1	76.95'	325.00'	013°33'57"	S74°33'31"W	76.77'
C2	30.80'	20.00'	088°14'12"	N54°32'25"W	27.85'
C3	32.03'	20.00'	091°45'48"	S35°27'35"W	28.72'
C4	562.63'	402.80'	080°01'50"	N29°35'36"E	517.99'
C5	437.36'	452.80'	055°20'33"	S17°14'58"W	420.56'
C6	117.57'	452.80'	014°52'39"	S62°10'11"W	117.24'
C7	22.32'	15.00'	085°15'38"	S82°38'19"E	20.32'
C8	22.23'	15.00'	084°55'44"	S02°27'22"W	20.25'
C9	162.65'	50.00'	186°22'46"	N65°28'13"W	99.85'
C10	21.03'	25.00'	048°11'23"	N45°26'06"E	20.41'
C11	21.03'	25.00'	048°11'23"	S86°22'32"E	20.41'
C12	162.65'	50.00'	186°22'46"	S24°31'47"W	99.85'
C13	21.03'	25.00'	048°11'23"	N44°33'54"W	20.41'
C14	39.27'	25.00'	090°00'00"	S24°31'47"W	35.36'
C15	39.27'	25.00'	090°00'00"	N65°28'13"W	35.36'
C16	54.06'	402.80'	007°41'23"	S06°34'37"E	54.02'
C17	67.63'	402.80'	009°37'11"	S02°04'40"W	67.55'
C18	67.63'	402.80'	009°37'11"	S11°41'52"W	67.55'
C19	67.63'	402.80'	009°37'11"	S21°19'03"W	67.55'
C20	67.63'	402.80'	009°37'11"	S30°56'14"W	67.55'
C21	67.63'	402.80'	009°37'11"	S40°33'26"W	67.55'
C22	67.63'	402.80'	009°37'11"	S50°10'37"W	67.55'
C23	77.19'	402.80'	010°58'48"	S60°28'37"W	77.07'
C24	25.60'	402.80'	003°38'30"	S67°47'16"W	25.60'
C25	28.45'	452.80'	003°35'59"	S67°48'31"W	28.44'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
C26	47.34'	452.80'	005°59'24"	S63°00'49"W	47.32'
C27	41.79'	452.80'	005°17'15"	S57°22'29"W	41.77'
C28	41.77'	452.80'	005°17'07"	S42°16'41"W	41.75'
C29	47.38'	452.80'	005°59'45"	S36°38'15"W	47.36'
C30	47.38'	452.80'	005°59'45"	S30°38'30"W	47.36'
C31	47.38'	452.80'	005°59'45"	S24°38'45"W	47.36'
C32	47.38'	452.80'	005°59'45"	S18°39'01"W	47.36'
C33	47.38'	452.80'	005°59'45"	S12°39'16"W	47.36'
C34	47.38'	452.80'	005°59'45"	S06°39'31"W	47.36'
C35	47.38'	452.80'	005°59'45"	S00°39'46"W	47.36'
C36	47.38'	452.80'	005°59'45"	S05°19'59"E	47.36'
C37	16.53'	452.80'	002°05'28"	S09°22'35"E	16.52'
C38	74.58'	315.00'	013°33'57"	N74°33'31"E	74.41'
C39	19.71'	50.00'	022°35'12"	N73°34'26"W	19.58'
C40	45.96'	50.00'	052°14'33"	S69°00'41"W	44.03'
C41	42.86'	50.00'	049°06'38"	S18°20'06"W	41.56'
C42	54.49'	50.00'	062°26'23"	S37°26'24"E	51.83'
C43	7.59'	50.00'	008°41'57"	N23°22'12"E	7.58'
C44	48.21'	50.00'	055°14'41"	N08°36'07"W	46.36'
C45	41.71'	50.00'	047°47'53"	N60°07'25"W	40.51'
C46	48.56'	50.00'	055°38'53"	S68°09'12"W	46.68'
C47	16.57'	50.00'	018°59'21"	S30°50'05"W	16.50'
C48	21.03'	25.00'	048°11'23"	S03°37'28"W	20.41'
C49	20.40'	25.00'	046°45'01"	N43°50'43"W	19.84'
C50	0.63'	25.00'	001°26'22"	N67°56'25"W	0.63'

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.

1/30/2020
STEPHEN R. LAWRENCE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6352
STATE OF TEXAS

STATE OF TEXAS · REGISTERED · STEPHEN R. LAWRENCE · 6352 · PROFESSIONAL · LAND SURVEYOR

SURVEY: JOHN POWELL SURVEY, ABSTRACT NO. 491
DATE: NOVEMBER 13, 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

S:\CIVIL 3D 2701-2750\2735\Drawings\2735-PLAT.dwg, 1/30/2020 9:31:33 AM

FINAL PLAT OF

HIGHLANDS AT MAYFIELD RANCH SECTION 11

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 (OPRWC) AND A PART OF THAT 64.78 ACRE TRACT OF LAND CONVEYED TO HMR HOLDINGS, INC., BY DEED RECORDED IN DOCUMENT NO. 2015001289, OPRWC; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2"IRON ROD SET ON THE EAST LINE OF THE ABOVE REFERENCED 64.78 ACRE TRACT, SAME BEING THE WEST LINE OF A 1601.61 ACRE TRACT CONVEYED TO TEXAS CRUSHED STONE COMPANY BY DEED RECORDED IN VOLUME 634, PAGE 366 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (DRWC), FROM WHICH THE SOUTHWEST CORNER OF THE JOHN POWELL SURVEY, ABSTRACT NO. 491 BEARS APPROXIMATELY S22°10'51"W A DISTANCE OF 5224 FEET;

THENCE ACROSS SAID 64.78 ACRE TRACT, ACROSS SAID 63.61 ACRE TRACT, AND ALONG THE NORTH LINE OF HIGHLANDS AT MAYFIELD RANCH SECTION 10A, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 2019042429, OPRWC, THE FOLLOWING THIRTY-SEVEN (37) COURSES:

1. S69°31'47"W A DISTANCE OF 172.82 FEET TO A 1/2"IRON ROD SET;
2. S20°28'13"E A DISTANCE OF 12.26 FEET TO A 1/2"IRON ROD SET;
3. S69°31'47"W A DISTANCE OF 246.00 FEET TO A 1/2"IRON ROD SET;
4. N20°28'13"W A DISTANCE OF 6.11 FEET TO A 1/2"IRON ROD SET;
5. S69°36'31"W A DISTANCE OF 110.00 FEET TO A 1/2"IRON ROD SET;
6. S20°23'29"E A DISTANCE OF 125.00 FEET TO A 1/2"IRON ROD SET;
7. S69°36'31"W A DISTANCE OF 61.13 FEET TO A 1/2"IRON ROD SET;
8. S20°23'29"E A DISTANCE OF 173.00 FEET TO A 1/2"IRON ROD SET ON THE NORTH LINE OF SAID HIGHLANDS AT MAYFIELD RANCH SECTION 10A;
9. S69°36'31"W A DISTANCE OF 314.76 FEET TO A 1/2"IRON ROD SET;
10. S65°27'45"W A DISTANCE OF 77.43 FEET TO A 1/2"IRON ROD SET;
11. S54°44'11"W A DISTANCE OF 77.95 FEET TO A 1/2"IRON ROD SET;
12. S39°52'33"W A DISTANCE OF 78.48 FEET TO A 1/2"IRON ROD SET;
13. S24°56'53"W A DISTANCE OF 78.58 FEET TO A 1/2"IRON ROD SET;
14. S10°02'52"W A DISTANCE OF 78.23 FEET TO A 1/2"IRON ROD SET;
15. S04°18'33"E A DISTANCE OF 77.48 FEET TO A 1/2"IRON ROD SET;
16. S13°10'30"E A DISTANCE OF 71.12 FEET TO A 1/2"IRON ROD SET;
17. S15°21'14"E A DISTANCE OF 67.93 FEET TO A 1/2"IRON ROD SET;
18. S67°46'32"W A DISTANCE OF 13.78 FEET TO A 1/2"IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
19. WESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 76.95 FEET, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 13°33'57", AND A CHORD WHICH BEARS S74°33'31"W, 76.77 FEET TO A 1/2"IRON ROD SET;
20. S81°20'29"W A DISTANCE OF 20.73 FEET TO A 1/2"IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
21. NORTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 30.80 FEET, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 88°14'12", AND A CHORD WHICH BEARS N54°32'25"W, 27.85 FEET TO A 1/2"IRON ROD SET;
22. S82°30'55"W A DISTANCE OF 60.08 FEET TO A 1/2"IRON ROD SET AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;
23. SOUTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 32.03 FEET, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 91°45'48" AND A CHORD WHICH BEARS S35°27'35"W, 28.72 FEET TO A 1/2"IRON ROD SET;
24. LEAVING THE NORTH LINE OF SAID HIGHLANDS AT MAYFIELD RANCH SECTION 10A, S81°20'29"W A DISTANCE OF 99.43 FEET TO A 1/2"IRON ROD SET;
25. N10°25'19"W A DISTANCE OF 182.39 FEET TO A 1/2"IRON ROD SET;
26. N01°50'56"W A DISTANCE OF 65.29 FEET TO A 1/2"IRON ROD SET;
27. N00°33'40"E A DISTANCE OF 64.77 FEET TO A 1/2"IRON ROD SET;
28. N06°48'15"E A DISTANCE OF 64.00 FEET TO A 1/2"IRON ROD SET;
29. N13°09'22"E A DISTANCE OF 62.94 FEET TO A 1/2"IRON ROD SET;
30. N19°17'47"E A DISTANCE OF 59.77 FEET TO A 1/2"IRON ROD SET;
31. N25°15'32"E A DISTANCE OF 59.40 FEET TO A 1/2"IRON ROD SET;
32. N31°12'16"E A DISTANCE OF 59.43 FEET TO A 1/2"IRON ROD SET;
33. N37°10'28"E A DISTANCE OF 59.88 FEET TO A 1/2"IRON ROD SET;
34. N43°45'46"E A DISTANCE OF 71.78 FEET TO A 1/2"IRON ROD SET;
35. S40°00'30"E A DISTANCE OF 12.17 FEET TO A 1/2"IRON ROD SET;
36. N49°59'30"E A DISTANCE OF 176.11 FEET TO A 1/2"IRON ROD SET;
37. N27°22'28"W A DISTANCE OF 386.63 FEET TO A 1/2" IRON ROD SET ON THE SOUTH LINE OF LOT 44, WHITETAIL SECTION II ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET D, SLIDE 141 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE ALONG THE SOUTH LINE OF SAID WHITETAIL SECTION II, THE FOLLOWING TWO (2) COURSES:

1. N68°42'45"E PASSING AT A DISTANCE OF 370.38 FEET A 1/2" IRON ROD FOUND AT THE COMMON SOUTH CORNER OF LOT 44 AND LOT 43, AND CONTINUING ON FOR A TOTAL DISTANCE OF 1014.63 FEET TO A 1/2" IRON ROD FOUND AT AN INSIDE CORNER ON SAID SOUTH LINE;
2. N42°31'01"E A DISTANCE OF 48.49 FEET TO A 1/2" IRON ROD FOUND MONUMENTING AN INSIDE CORNER ON SAID SOUTH LINE AND AN OUTSIDE CORNER ON SAID WEST LINE OF THE 1601.61 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 64.78 ACRE TRACT;

THENCE ALONG THE WEST LINE OF SAID 1601.61 ACRE TRACT, S20°28'41"E A DISTANCE OF 415.00 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 17.337 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). ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

THAT HMR HOLDINGS, INC., A TEXAS CORPORATION, SOLE OWNER OF THAT CERTAIN 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 TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2015001289 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID TRACTS AS SHOWN HEREON, DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, 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 11".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 3 DAY OF FEBRUARY 2020.

HMR HOLDINGS, INC., A TEXAS CORPORATION

BY: _____
BLAKE J. MAGEE, PRESIDENT
HMR HOLDINGS, INC.
1011 NORTH LAMAR BOULEVARD
AUSTIN, TEXAS 78703

STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME ON THIS DAY PERSONALLY APPEARED BLAKE J. MAGEE, PRESIDENT OF HMR HOLDINGS, INC., A TEXAS CORPORATION, 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 3 DAY OF February, 2020 A.D.

BY: _____
PRINTED NAME: Dustin Einhaus
MY COMMISSION EXPIRES: 2/17/21

DUSTIN EINHAUS
My Notary ID # 126808132
Expires February 17, 2021

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 10th DAY OF Jan, 2020 A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR

THAT R BANK, LIEN HOLDER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED OF TRUST RECORDED IN DOCUMENT NO. 2012098203 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, DOES FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DOES HEREBY DEDICATE TO THE PUBLIC THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

R BANK, A TEXAS STATE BANK

BY: _____
PRINTED NAME: Mike Shaw
TITLE: EVP/CHIEF CREDIT OFFICER

STATE OF TEXAS

COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Mike Shaw - EVP/CCO, 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 4th DAY OF February, 2020 A.D.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME: Susan L. Popp
MY COMMISSION EXPIRES: 9/13/22

SUSAN L POPP
Notary Public, State of Texas
Comm. Expires 09-13-2022
Notary ID 125838502

ENGINEER'S CERTIFICATION

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 48491C0480E EFFECTIVE DATE SEPTEMBER 26, 2008 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.

_____ 2.3.2020
ISRAEL RAMIREZ DATE
LICENSED PROFESSIONAL ENGINEER NO. 114495
STATE OF TEXAS

STATE OF TEXAS
ISRAEL RAMIREZ
114495
LICENSED
PROFESSIONAL ENGINEER

NOTES:

1. EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
4. 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.
5. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
6. BEARING BASIS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
7. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
8. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
9. LOT 122, BLOCK C IS AN OPEN SPACE LOT FOR A SENSITIVE ENVIRONMENTAL FEATURE BUFFER. NO SINGLE-FAMILY DWELLINGS OR OTHER CONSTRUCTION IS PERMITTED ON THIS LOT.

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

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

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

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, 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

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: NOVEMBER 13, 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\2735\Drawings\2735-PLAT.dwg, 1/30/2020 9:30:18 AM

Commissioners Court - Regular Session **56.**

Meeting Date: 08/18/2020

Final plat of JSWSC CR 303 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 of JSWSC CR 303 subdivision – Precinct 3.

Background

This subdivision consists of a single lot and no new roads. The single lot will be used for utility infrastructure by the Jarrell-Schwertner Water Supply Corporation.

Timeline

2020-06-23 – initial submittal of the final plat
2020-07-23 – 1st review complete with comments
2020-08-03 – 2nd submittal of final plat
2020-08-07 – 2nd review complete with comments cleared
2020-08-12 – receipt of final plat with signatures
2020-08-13 – final plat placed on the August 18, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - JSWSC CR 303

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/13/2020 11:35 AM
Form Started By: Adam Boatright		Started On: 08/13/2020 10:14 AM
Final Approval Date: 08/13/2020		

FINAL PLAT
JSWSC, CR 303 SUBDIVISION

BEING A 2.000 ACRE TRACT OF LAND LOCATED IN THE WILLIAM ADAMS SURVEY, ABSTRACT NO. 34, SECTION NO. 18, WILLIAMSON COUNTY, TEXAS, SAID 2.000 ACRE TRACT, BEING ALL OF THAT CERTAIN 2.000 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2020047720, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

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

NOTES:
1) FIELD WORK PERFORMED ON: DECEMBER 2019
2) BASIS OF BEARING: TEXAS STATE PLANE, CENTRAL ZONE, NAD83
3) THIS SURVEY IS BASED ON A TITLE COMMITMENT ISSUED BY WFG NATIONAL TITLE INSURANCE COMPANY, G.F. NUMBER 1904954-34, ISSUED DATE OF DECEMBER 3, 2019 EFFECTIVE DATE OF NOVEMBER 19, 2019 AND IS SUBJECT TO ALL TERMS, CONDITIONS, LEASES AND ENCUMBRANCES STIPULATED THEREIN. THERE MAY BE OTHER EASEMENTS, RESTRICTIONS, OR ENCUMBRANCES NOT SHOWN.THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.

SCHEDULE B EXCEPTIONS:
10c. RIGHT-OF-WAY EASEMENT GRANTED TO DONAHOE CREEK WATERSHED AUTHORITY, RECORDED IN VOLUME 481, PAGE 473, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.(INSUFFICIENT EVIDENCE TO DETERMINE EXACT LOCATION OR PLACE ON SURVEY)
10d. RIGHT-OF-WAY EASEMENT GRANTED TO TEXAS UTILITIES ELECTRIC COMPANY, RECORDED IN VOLUME 2259, PAGE 881, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT APPLY, LOCATED SOUTH OF PROPERTY)
10e. RIGHT-OF-WAY EASEMENT GRANTED TO GTE SOUTHWEST INCORPORATED, RECORDED IN DOCUMENT NO. 1999025648, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (10' WIDE EASEMENT CENTERED ON BURIED TELEPHONE CABLE LINE)
10f. RIGHT-OF-WAY EASEMENT GRANTED TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION, RECORDED IN DOCUMENT NO. 2005092666, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (20' WATER LINE EASEMENT CENTERED ON INSTALLED LINES)
10g. UTILITY EASEMENT GRANTED TO THE CITY OF JARRELL, TEXAS, RECORDED IN DOCUMENT NO. 2014039796, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT APPLY, LOCATED SOUTH OF PROPERTY)
10h. WATER LINE EASEMENT GRANTED TO LONE STAR REGIONAL WATER AUTHORITY, RECORDED IN DOCUMENT NO. 2017086646, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (APPLIES, 15' WATER LINE EASEMENT, UNABLE TO DETERMINE EXACT LOCATION)
10i. WATER LINE EASEMENT GRANTED TO LONE STAR REGIONAL WATER AUTHORITY, RECORDED IN DOCUMENT NO. 2017086647, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT APPLY, LOCATED SOUTH OF PROPERTY)

FEMA FLOOD PLAIN - ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NUMBER 48491C0150F, EFFECTIVE DATE DECEMBER 20, 2019, THIS PROPERTY LIES IN ZONE "X", WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 100 YEAR FLOOD PLAIN. THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM; IT DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE, OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES LOCATED THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THE FLOOD HAZARD AREA IS SUBJECT TO CHANGE AS DETAILED STUDIES OCCUR AND/OR WATERSHED OR CHANNEL CONDITIONS CHANGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

FIELD NOTE DESCRIPTION:

FIELD NOTES FOR A 2.000 ACRE TRACT OF LAND:

BEING A 2.000 ACRE TRACT OF LAND, LOCATED IN THE WILLIAM ADAMS SURVEY, ABSTRACT NO. 34, SECTION NO. 18, WILLIAMSON COUNTY, TEXAS; SAID 2.000 ACRE TRACT, BEING ALL OF THAT CERTAIN 2.000 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2020047720, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 2.000 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP LOCATED FOR THE SOUTHERNMOST CORNER OF SAID 2.000 ACRE TRACT, BEING AN EXTERIOR CORNER OF THE REMAINING PORTION OF THAT CALLED 7.30 ACRE TRACT OF LAND RECORDED IN VOLUME 752, PAGE 518, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BEING IN A NORTHEAST LINE OF THAT CALLED 21.516 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2015037249, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID POINT BEING THE SOUTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND AND BEARS N 21° 20' 06" W, A DISTANCE OF 28.76' FROM A MAG NAIL FOUND IN CONCRETE FOR THE COMMON CORNER OF SAID 7.30 ACRE TRACT AND SAID 21.516 ACRE TRACT;

1. **THENCE,** WITH THE SOUTHWEST LINE OF SAID 2.000 ACRE TRACT, A NORTHEAST LINE OF SAID 21.516 ACRE TRACT, **N 21° 20' 06" W,** A DISTANCE OF **375.52',** TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP LOCATED FOR THE WESTERNMOST CORNER OF SAID 2.000 ACRE TRACT, AN EXTERIOR CORNER OF SAID 7.30 ACRE TRACT, BEING IN A NORTHEAST LINE OF SAID 21.516 ACRE TRACT, SAID POINT BEING THE WESTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND AND BEARS S 21° 20' 06" E, A DISTANCE OF 966.65' FROM A 1" IRON PIPE FOUND FOR THE WESTERNMOST CORNER OF SAID 7.30 ACRE TRACT;

2. **THENCE,** WITH THE COMMON BOUNDARY LINE OF SAID 2.000 ACRE TRACT AND THE REMAINDER OF SAID 7.30 ACRE TRACT, **N 68° 39' 54" E,** A DISTANCE OF **232.00',** TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP LOCATED IN THE SOUTHWEST RIGHT-OF-WAY LINE OF COUNTY ROAD 303, BEING THE NORTHERNMOST CORNER OF SAID 2.000 ACRE TRACT, AN EXTERIOR CORNER OF SAID 7.30 ACRE TRACT, AND BEING THE NORTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

3. **THENCE,** WITH THE SOUTHWEST RIGHT-OF-WAY LINE OF COUNTY ROAD 303, THE NORTHEAST LINE OF SAID 2.000 ACRE TRACT, **S 21° 20' 06" E,** A DISTANCE OF **375.52',** TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP LOCATED IN THE SOUTHWEST RIGHT-OF-WAY LINE OF COUNTY ROAD 303, BEING THE EASTERNMOST CORNER OF SAID 2.000 ACRE TRACT, AN EXTERIOR CORNER OF THE REMAINDER OF SAID 7.30 ACRE TRACT, SAID POINT BEING THE EASTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND AND BEARS N 21° 20' 06" W, A DISTANCE OF 28.76' FROM THE EASTERNMOST CORNER OF SAID 7.30 ACRE TRACT;

4. **THENCE,** DEPARTING THE SOUTHWEST RIGHT-OF-WAY LINE OF COUNTY ROAD 303, WITH THE COMMON BOUNDARY LINES OF SAID 2.000 ACRE TRACT AND THE REMAINDER OF SAID 7.30 ACRE TRACT, **S 68° 39' 54" W,** A DISTANCE OF **232.00',** TO THE **POINT OF BEGINNING** CONTAINING **2.000 ACRES** OF LAND.

NOTE: THE BASIS OF BEARING WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD (83), TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID. A SURVEY PLAT WAS PREPARED BY A SEPARATE DOCUMENT.

SURVEYORS CERTIFICATE:

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND

STATE OF TEXAS REGISTERED TRAVIS L. QUICKSALL 6447 PROFESSIONAL LAND SURVEYOR

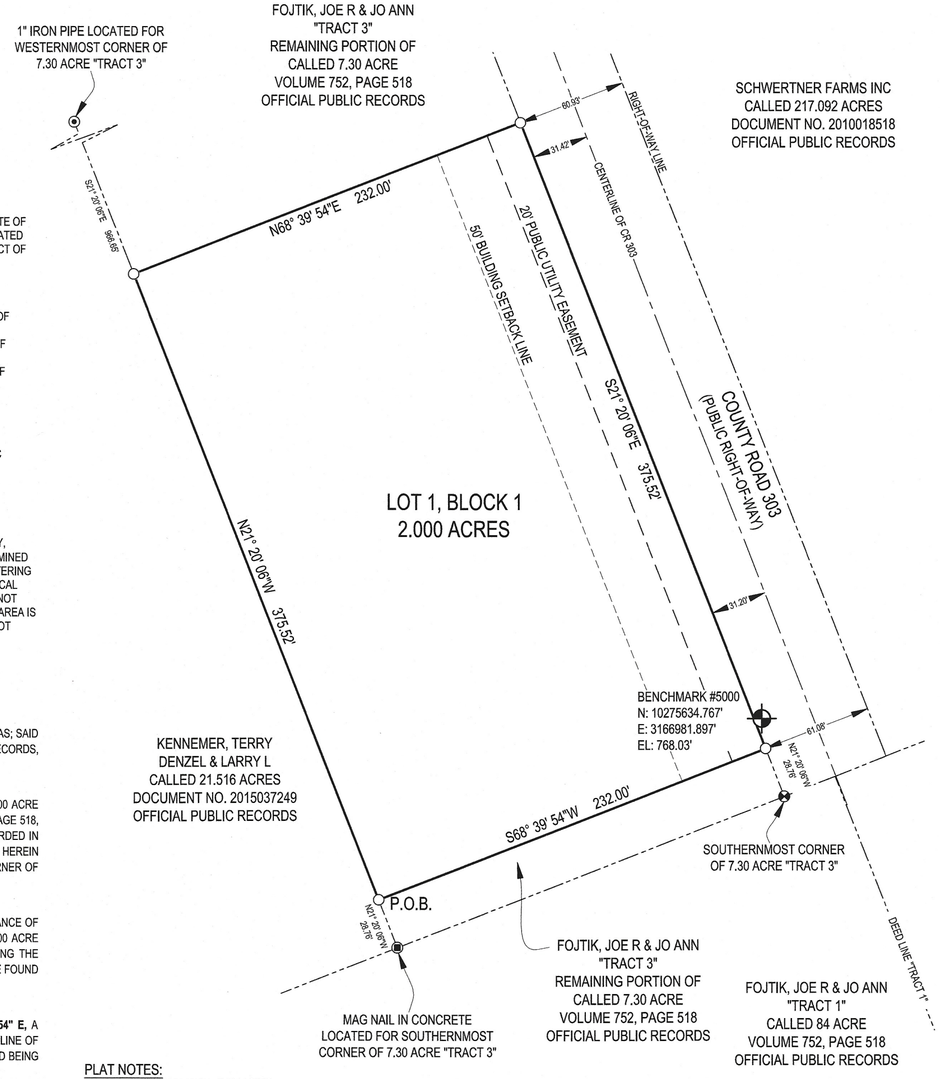
REGISTERED PROFESSIONAL LAND SURVEYOR
TRAVIS QUICKSALL, R.P.L.S.

DATE: 08/12/2020.

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 12 DAY OF August, 2020.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

Cindy Bridges



LEGEND
P.O.B. POINT OF BEGINNING
○ FOUND 1/2" IRON ROD WITH A BLUE "QUICK INC RPLS 6447" PLASTIC CAP
⊙ 1" IRON PIPE FOUND
⊗ RESOLVED PROPERTY CORNER
◙ MAG NAIL IN CONCRETE
⊕ HORIZONTAL/VERTICAL CONTROL POINT



DRIVEWAY CULVERT TABLE					
LOT NUMBER	BLOCK NUMBER	CULVERT DIA. (in.)	CULVERT LENGTH (ft.)	INVERT UP (ft.)	INVERT DOWN (ft.)
1	1	18	22	770.04	769.75

OWNER'S DEDICATION

STATE OF TEXAS)(
)(KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON)(

I, JARRELL SCHWERTNER WATER SUPPLY CORPORATION, OWNER'S AGENT AND GENERAL PARTNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2020047720 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 "CR 303 SUBDIVISION."

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 12TH DAY OF Aug, 2020

BY: Joe Simmons: General Manager
FOR: JARRELL SCHWERTNER WATER SUPPLY CORPORATION

BEFORE ME, THE ABOVE AUTHORITY, ON THIS DAY PERSONALLY APPEARED Joe Simmons KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED. AND SEAL OF OFFICE THIS 12TH DAY OF Aug, 2020

NOTARY PUBLIC STATE OF TEXAS Lisa Quicksall Notary Public, State of Texas Comm. Expires 04/17/2023 Notary ID 131977690

Lisa Quicksall
NOTARY PUBLIC
STATE OF TEXAS

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

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

DATED THIS _____ DAY OF _____, 20___.

_____ _____
BY: BILL GRAVELL JR., COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

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 _____, A.D., 20_____A.D., AT _____O'CLOCK, ___M AND DULY RECORDED THIS DAY OF _____, 20_____ A.D., AT _____ O'CLOCK ___M, IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

PLAT NOTES:
1. ACREAGE OF SUBDIVISION = 2.000 ACRES.
2. NO LOT IN THIS SUBDIVISION IS ENCROACHED 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.48491C0150F, DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS. 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 FLOOD PLAIN BOUNDARIES IN THIS AREA.
3. ELECTRIC SERVICE PROVIDED BY BARTLETT ELECTRIC COOPERATIVE.
4. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
5. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE AND/OR CATV LINES AND APPURTENANCES.
6. GRANTOR HEREBY AGREES TO DEDICATE TO THE PUBLIC A UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES.
7. UNLESS OTHERWISE NOTED, ALL CORNERS, ANGLES AND POINTS OF CURVATURE ARE MARKED WITH A SET 1/2" IRON ROD WITH A BLUE PLASTIC CAP.
8. BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD83 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
9. 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.
10. 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 THE PROPERTY. 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.
11. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONERS' COURT.
12. NO LOT DEVELOPMENT IS PROPOSED WITH THIS PLAT.
13. ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED.
14. 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.
15. 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 LICENCE AGREEMENT WITH WILLIAMSON COUNTY.
16. 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 ON 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 OWNING TO THE 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.
17. THERE IS A 25 FOOT (25') SETBACK FROM ANY DRAINAGE WAY OR PROPOSED EXCAVATED DRAINAGE EASEMENT AND A 75 FOOT (75') SETBACK FROM ANY WATERCOURSES. NO DRANAGE-WAY EASEMENT MAY BE CREATED WITHIN 25' OF ADJOINING PROPERTIES UNLESS A NATURAL DRAINAGE-WAY EXISTED THERE PRIOR TO DEVELOPMENT OR PERMISSION OF THE ADJOINING PROPERTY OWNER IS GIVEN.
18. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
19. NO ON-SITE SEWAGE FACILITY (OSSF) WILL BE INSTALLED ON LOT 1, BLOCK 1.
20. THERE WILL BE NO WATER SERVICE FOR LOT 1, BLOCK 1.
21. LOT 1, BLOCK 1 SHALL NOT BE FURTHER SUBDIVIDED.
22. THIS LOT IS TO BE USED FOR WATER (UTILITY) INFRASTRUCTURE.
23. DRIVEWAY SPACING ON WILLIAMSON COUNTY ROADS SHALL BE NO CLOSER THAN 100 FT MEASURED FROM CENTER TO CENTER.
24. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
25. EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
26. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
27. 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.

OWNER/AGENT:
JARRELL SCHWERTNER WATER SUPPLY CORPORATION
2393 CR 311
JARRELL, TX 76537

Quick Inc.
Land Surveying. Land Planning. Consulting.
Firm: 10194104 512-915-4950
1430 N. Robertson Road, Salado, Texas 76571

DATE SUBMITTAL 6: AUGUST 3, 2020
DATE SUBMITTAL 5: JUNE 23, 2020
DATE SUBMITTAL 4: MAY 27, 2020
DATE SUBMITTAL 3: APRIL 2, 2020
DATE SUBMITTAL 2: MARCH 13, 2020
DATE SUBMITTAL 1: FEB. 12, 2020

JOB NO. 19-2295

Commissioners Court - Regular Session **57.**

Meeting Date: 08/18/2020

Final plat for the Buckeye 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 final plat for the Buckeye Estates subdivision – Precinct 2.

Background

This subdivision consists of 11 lots with no new public roads.

Timeline

2020-07-02 – initial submittal of the final plat
2019-07-24 – 1st review complete with comments
2020-08-03 – 2nd submittal of final plat
2020-08-12 – 2nd review complete with minor comments
2020-08-12 – 3rd submittal of final plat with signatures and bond for shared driveway
2020-08-13 – final plat placed on the August 18, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

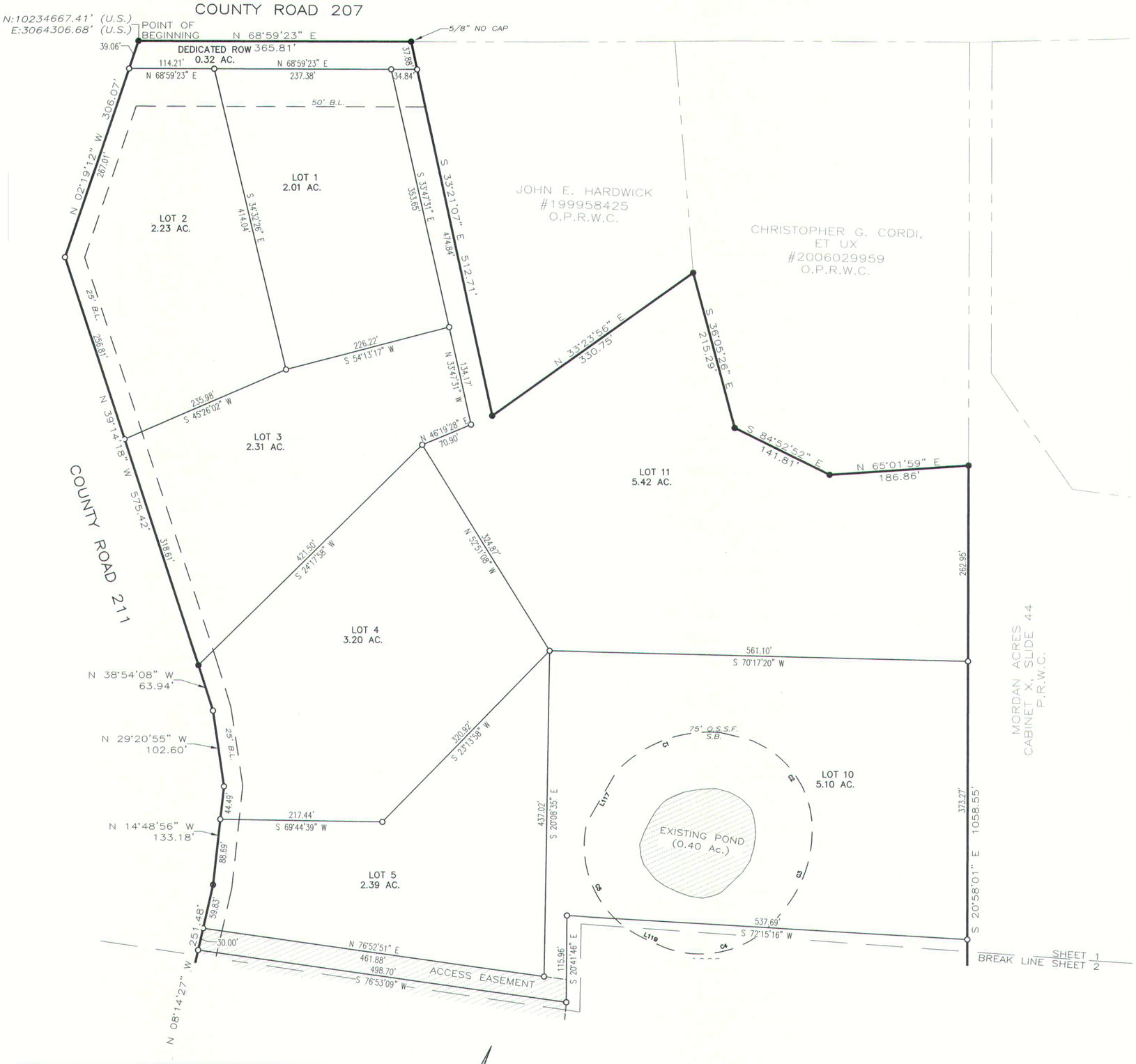
final plat - Buckeye Estates

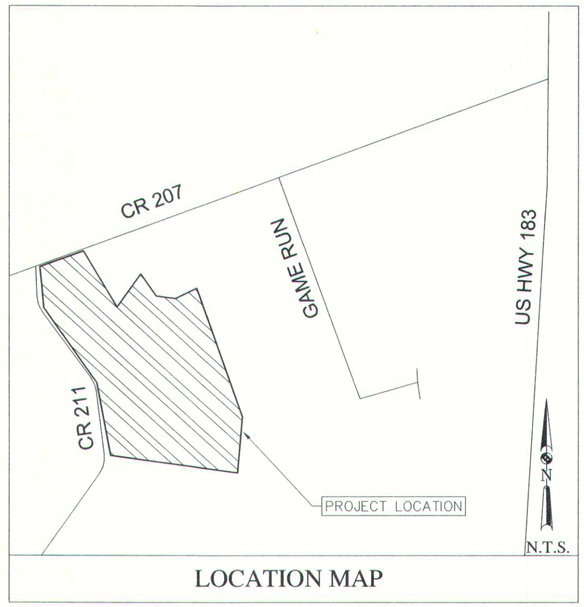
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/13/2020 11:35 AM
Form Started By: Adam Boatright		Started On: 08/13/2020 10:32 AM
Final Approval Date: 08/13/2020		

FINAL PLAT OF:
BUCKEYE ESTATES

37.90 ACRES OUT OF THE HENRY RHOADS SURVEY, ABSTRACT NO. 525, SITUATED IN THE CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS.





LOCATION MAP

SUBMISSION DATE: July 2, 2020
RESUBMISSION DATE: August 3, 2020
RESUBMISSION DATE: August 12, 2020

DEVELOPER: OWEN HOLDINGS, INC
4718 MILL CREEK
DALLAS, TX 75244
JOE@OWENHOLDINGS.COM

OWNER: LH 38, LLC
4718 MILL CREEK
DALLAS, TX 75244

ENGINEER: CUDE ENGINEERS – AUSTIN, LLC
1620 LA JAITA DRIVE, STE. 250
CEDAR PARK, TEXAS 78613

SURVEYOR: TEXAS LAND SURVEYING, INC.
3613 WILLIAMS DRIVE, STE 903
GEORGETOWN, TEXAS 78628
512–930–1600 – PHONE

PERIMETER FIELD NOTES:

Being 37.90 acres of land, more or less, out of the Henry Rhods Survey, Abstract No. 525, Williamson County, Texas, being all of that tract conveyed to LH 38, LLC, by deed recorded in Document No. 2020045756, of the Official Public Records, Williamson County, Texas, and further described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found at the intersection of the east margin of County Road 211 and the south margin of County Road 207, for the northwest corner of said LH 38 tract and this tract

THENCE: along the north line of said LH 38 tract the following six (6) courses:
1. N 68°59'23" E 365.81 feet with the south margin of said County Road 207 to a 5/8" iron rod found,
2. S 33°21'07" E 512.71 feet to a 1/2" iron rod found,
3. N 33°23'56" E 330.75 feet to a 1/2" iron rod found,
4. S 36°05'26" E 215.29 feet to a 1/2" iron rod found,
5. S 84°52'52" E 141.81 feet to a 1/2" iron rod found,
6. N 65°01'59" E 186.86 feet to a 1/2" iron rod found, for the northeast corner of said Griffith tract and this tract;

THENCE: S 20°58'01" E 1058.55 feet to a 1/2" iron rod found for an angle point in the east line of said Griffith tract:

THENCE: S 04°59'03" W 461.43 feet to a 1/2" iron rod with plastic cap stamped "TLS" set for the southeast corner of said LH 38 tract and this tract;

THENCE: N 84°29'28" W 1018.96 feet with the south line of said LH 38 tract to a1/2" iron with plastic cap stamped "TLS" set in the east margin of said County Road 211 for the southwest corner of said Griffith tract and this tract;

THENCE: with the west line of said LH 38 tract and the east margin of said County Road 211 the following seven (7) courses:
1. N 08°12'57" W 212.92 feet to a 1/2" iron rod with plastic cap stamped "TLS" set,
2. N 08°14'27" W 251.48 feet to a 1/2" iron rod found,
3. N 14°48'56" W 133.18 feet to a 1/2" iron rod with plastic cap stamped "TLS" set,
4. N 29°20'55" W 102.60 feet to a 1/2" iron rod with plastic cap stamped "TLS" set,
5. N 38°54'08" W 63.94 feet to a 1/2" iron rod found,
6. N 39°14'18" W 575.42 feet to a 1/2" iron rod with plastic cap stamped "TLS" set,
7. N 02°19'12" W 306.07 feet to the Point of Beginning.

FP–2020–XX–XX

LEGEND	
●	½" IRON PIN FOUND (UNLESS OTHERWISE NOTED)
O	½" IRON PIN SET W/PINK PLASTIC CAP "TLS"
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS WILLIAMSON CO.
O.R.W.C.	OFFICIAL RECORDS WILLIAMSON CO.
P.R.W.C.	PLAT RECORDS WILLIAMSON CO.
B.L.	BUILDING SET BACK LINE

BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83 (93).

100 0 100 200
Scale: 1" = 100'

AREA: 37.9 AC.
FEMA FIRM MAP: 48491C0235F, DATED DEC. 20, 2019
SEWAGE DISPOSAL METHOD: PRIVATE SEWAGE COLLECTION SYSTEM
POTABLE WATER SUPPLY: PUBLIC WATER SYSTEM (CITY OF GEORGETOWN) AND/OR PRIVATE WELL

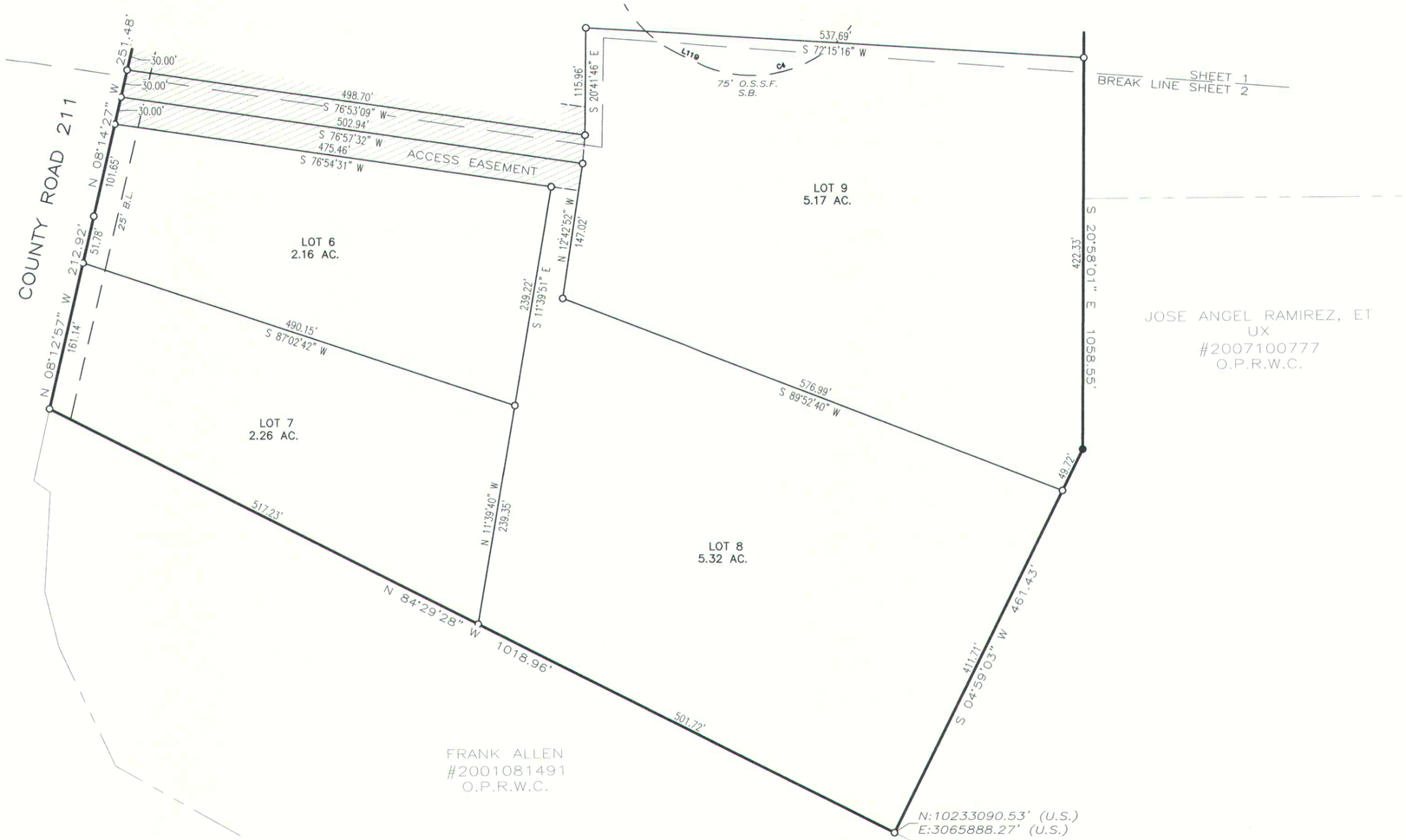
NOTE:
IRON RODS SHOWN HERE SHALL BE PLACED UPON FINAL APPROVAL OF THIS PLAT

Texas Land Surveying, Inc.
–A Land Surveying and Geoscience Firm–
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930–1600/(512) 930–9389 fax www.texas–ls.com
TBPLS FIRM NO.10056200 GEOSCIENCE FIRM NO.50538

Project No. 20–0293

FINAL PLAT OF:
BUCKEYE ESTATES

37.90 ACRES OUT OF THE HENRY RHOADS SURVEY, ABSTRACT NO. 525, SITUATED IN THE CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS.



LEGEND	
●	½" IRON PIN FOUND (UNLESS OTHERWISE NOTED)
O	½" IRON PIN SET W/PINK PLASTIC CAP "TLS"
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS WILLIAMSON CO.
O.R.W.C.	OFFICIAL RECORDS WILLIAMSON CO.
P.R.W.C.	PLAT RECORDS WILLIAMSON CO.
B.L.	BUILDING SET BACK LINE

BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83 (93).

100 0 100 200

Scale: 1" = 100'

PLAT NOTES

1. 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.
2. 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 owning to property defects or negligence not attributed to them and acknowledges that the improvements may be removed by the County and that the Owner of the improvements shall be responsible for the relocation and/or replacement of the improvements.
3. 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.
4. 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.
5. 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.
6. Maintenance responsibility for drainage will not be accepted by the county other than that accepted in connection with draining or protecting road systems. Maintenance responsibility for storm water management controls will remain with the owner.
7. Water service for this subdivision will be provided by City of Georgetown (Lots 1,2, & 4) and by private well (Lots 2,4,6-11).
8. Sewer service for this subdivision will be provided by On-Site Sewage Facilities.
9. Rural mailboxes shall be set three feet from the edge of the pavement or behind curbs, when used. All mailboxes within county arterial right-of-way shall meet the current TxDOT standards. Any mailbox that does not meet this requirement may be removed by Williamson County.
10. No construction, planting or grading shall be permitted to interfere with sight distance easements between the heights of three and eight feet as measured from the crowns of adjacent street.
11. Residential driveways are to be located no closer to the corner of intersecting Right-of-Way than 60 percent of the parcel frontage or 50 feet, whichever is less.
12. All driveways at the time of this plat shall be dipped drives. Drainage patterns may change in the future due to development in the area and culverts may become necessary. A registered professional engineer must size any future culverts within the county Right-of-Way.
13. Driveway spacing on Williamson County Roads shall be no closer than 100 feet measured from center to center.
14. One-way 'Circular' Driveways shall be prohibited onto C.R. 207 and C.R. 211.
15. All easements shown on this plat are free of liens.
16. All sidewalks are to be maintained by each of the adjacent property owners.
17. Except in areas required to meet legal accessibility requirements, the minimum finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building, or one foot above the BFE, whichever is higher.
18. No lots in this subdivision are encroached by a special flood hazard area inundated by the 100-year (1% chance) flood as identified by the U.S. Federal Emergency Management Agency Flood Insurance Rate Map, Community Panel No. 48491C0235 F, effective date December 20, 2019 for Williamson County, Texas.
19. A Certificate of Compliance is hereby issued for all lots within this subdivision. This Certificate of Compliance is valid until such time as FEMA or the County revised or newly adopts floodplain boundaries in the vicinity.
20. This development is considered exempt from on-site stormwater detention controls based on Williamson County Subdivision Regulation B11.1.3, which states that a proposed development may be considered exempt from providing on-site stormwater detention if the plat has all lots of 2 acres or more with less than 20% impervious cover per lot.
21. Proposed wells must be located 50' from property lines.
22. All OSSF systems shall have a 25' setback from any drainage way or proposed excavated drainage easements and a 75' setback from watercourses.
23. Lot 10 contains a natural drainage way (pond) and shall abide by the 75' OSSF setback regulation.
24. This plat is exempt from detention and does not require a floodplain study per W.C.S.R..

FP-2020-XX-XX

Texas Land Surveying, Inc.
-A Land Surveying and Geoscience Firm-
3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax www.texas-ls.com
TBPLS FIRM NO.10056200 GEOSCIENCE FIRM NO.50538

Project No. 20-0293

FINAL PLAT OF: Buckeye Estates
~~C.R. 207 SUBDIVISION~~

37.90 ACRES OUT OF THE HENRY RHOADS SURVEY, ABSTRACT NO. 525, SITUATED IN THE CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS.

OWNER'S CERTIFICATION:

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

That I, Joe Owen, Manager of LH 38, LLC, owner of that certain 37.90 acre tract of land shown hereon and described in a Deed recorded in Document No. 2020045756, of the Official Public Records, of Williamson County, Texas, do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, 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 BUCKEYE ESTATES.

TO CERTIFY WHICH, WITNESS by my hand this 11th day of August, 20 20.

4718 Mill Creek
Dallas, TX 75244

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

Before me, the undersigned authority, on this day personally appeared Joe Owen, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing instrument as the owner of the property described hereon.

GIVEN UNDER MY HAND AND SEAL of office this 11th day of August, 20 20.

Notary Public in and for the State of Texas
My Commission expires on: April 27, 2023.

NICOLE BERRY
My Notary ID # 130205384
Expires April 27, 2023

LIEN HOLDER CERTIFICATION:

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

That I, Linda Griffith Lien Holder of that certain 37.90 acre tract of land shown hereon and described in a Deed recorded in Document No. 2020045756, of the Official Public Records, of Williamson County, Texas, do hereby consent to the subdivision of said tract as shown hereon, and do hereby join, approve and consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as BUCKEYE ESTATES.
TO CERTIFY WHICH, WITNESS by my hand this 12 day of August, 20 20.

3 Excelso Lane
Hot Springs, AR 71909

STATE OF ~~ARKANSAS~~ TEXAS §
§KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF ~~GARLAND~~ DALLAS §

Before me, the undersigned authority, on this day personally appeared LINDA LEE GRIFFETH, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing instrument as the owner of the property described hereon.

GIVEN UNDER MY HAND AND SEAL of office this 12TH day of AUGUST, 20 20.

Notary Public in and for the State of Texas
My Commission expires on: 7-7-2021.

KENNETH JILEK
Notary Public, State of Texas
Comm. Expires 07-07-2021
Notary ID 131199754

SURVEYOR'S CERTIFICATION

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

I, Kenneth Louis Crider, Registered Professional Land Surveyor in the State of Texas, do hereby certify that 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 monument shown thereon were properly placed under my supervision in accordance with Williamson County Regulations.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this 11th day of August, 20 20.

Kenneth Louis Crider
Registered Professional Land Surveyor No. 5624
State of Texas

STATE OF TEXAS
REGISTERED
KENNETH LOUIS CRIDER
5624
PROFESSIONAL
LAND SURVEYOR

ENGINEER'S CERTIFICATION

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

I, Anthony Goode, a Registered Professional Engineer in the State of Texas, do hereby certify that subdivision is not located in the Edwards Aquifer Recharge Zone and is not encroached by a Zone "A" flood area, as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number 48491C0235 F, effective date December 20, 2019. and that each lot conforms to the City of Georgetown regulations. The fully developed, concentrated stormwater runoff resulting from the one hundred (100) year frequency storm is contained within the drainage easements shown and/or public rights-of-way dedicated by this plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this 11th day of August, 2020.

Anthony Goode P.E.
Licensed Professional Engineer No. 97263
State of Texas

STATE OF TEXAS
ANTHONY H. GOODE
97263
LICENSED
PROFESSIONAL ENGINEER

Project No. 20-0293

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES (OSSF)

Based upon the above representations of the Engineer or Surveyor whose seal is affixed hereto, and after a review of the survey as represented by the said Engineer or Surveyor, I find that this 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 disclaim any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

Adam D. Boatright 08/13/2020
J. Terron Evertson, PE, DR, CM Adam D. Boatright FOR J. Terron Evertson — Date
Williamson County Engineer

ROAD NAME AND 911 ADDRESSING APPROVAL

Road name and address assignments verified this _____ day of _____, 20____ A.D.

Teresa Baker
Williamson County Addressing Coordinator

COUNTY JUDGE'S APPROVAL

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

Date: _____

I Bill Gravell, Jr., County Judge of Williamson County, Texas, do hereby certify that this map of 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

COUNTY CLERK'S CERTIFICATION

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 authenticatioin was filed for record in my office on the _____ day of _____, 20____ A.D., at _____ o'clock, ____.M., and duly recorded this the day of _____, 20____ A.D., at _____ o'clock, ____.M., in the Official Public Records of said County in Instrument No. _____.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy E. Rister, Clerk County Court
of Williamson County, Texas

By:_____, Deputy

FP-2020-XX-XX

Texas Land Surveying, Inc.
-A Land Surveying and Geoscience Firm-
3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax www.texas-ls.com
TBPLS FIRM NO.10056200 GEOSCIENCE FIRM NO.50538

Commissioners Court - Regular Session **58.**

Meeting Date: 08/18/2020

Final plat for the L R Williams Business Park Phase 3 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 L R Williams Business Park Phase 3 subdivision – Precinct 3.

Background

This is the final phase of the L R Williams Business Park development. This subdivision consists of 6 lots and 770 feet of new public roads. Roadway and drainage construction has been completed.

Timeline

2019-08-27 – initial submittal of the final plat
2019-09-23 – 1st review complete with comments
2020-01-15 – 2nd submittal of final plat
2020-01-30 – 2nd review complete with comments clear except for completing construction
2020-07-16 – receipt of final plat with signatures
2020-08-12 – roadway and drainage construction completed
2020-08-13 – final plat placed on the August 18, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - L R Williams Business Park

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/13/2020 11:36 AM
Form Started By: Adam Boatright		Started On: 08/13/2020 10:40 AM
Final Approval Date: 08/13/2020		

FINAL PLAT
L.R. WILLIAMS BUSINESS PARK, PHASE III

BEING A 9.954 ACRE TRACT OF LAND LOCATED IN THE JOHN H. ESTEP SURVEY, ABSTRACT NO. 219, WILLIAMSON COUNTY, TEXAS, SAID 9.954 ACRE TRACT BEING A REMAINING PORTION OF THAT CALLED 24.292 ACRE TRACT OF LAND KNOWN AS "TRACT 3", RECORDED IN DOCUMENT NO. 2013107847, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

NOTES:
1) FIELD WORK PERFORMED ON: JULY 2019
2) HORIZONTAL DATUM: TEXAS STATE PLANE, CENTRAL ZONE, NAD83
3) VERTICAL DATUM: NAVD88
4) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.

FEMA FLOOD PLAIN - ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NUMBER 48491C0150E, EFFECTIVE DATE DECEMBER 20, 2019, THIS PROPERTY LIES IN ZONE "X", WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 100 YEAR FLOOD PLAIN. THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM, IT DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE, OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES LOCATED THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THE FLOOD HAZARD AREA IS SUBJECT TO CHANGE AS DETAILED STUDIES OCCUR AND/OR WATERSHED OR CHANNEL CONDITIONS CHANGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	25.00'	21.68'	49°40'47"	S43° 12' 03"W	21.00'
C2	60.00'	198.30'	189°21'34"	N66° 57' 33"W	119.60'
C3	25.00'	21.68'	49°40'47"	N02° 52' 50"E	21.00'
C4	60.00'	36.86'	35°12'08"	N35° 57' 44"E	36.29'
C5	60.00'	92.43'	88°16'03"	S82° 18' 11"E	83.56'
C6	60.00'	69.00'	65°53'23"	S05° 13' 27"E	65.26'
C7	25.00'	21.68'	49°40'47"	N46° 47' 57"W	21.00'
C8	60.00'	292.54'	279°21'34"	N68° 02' 27"E	77.65'
C9	25.00'	21.68'	49°40'47"	S02° 52' 50"W	21.00'
C10	60.00'	8.64'	8°15'09"	S67° 30' 46"E	8.63'
C11	60.00'	144.96'	138°25'29"	S05° 49' 33"W	112.19'
C12	60.00'	138.94'	132°40'56"	S38° 37' 14"E	109.91'
C13	25.00'	39.27'	90°00'00"	S66° 57' 33"E	35.36'

SCALE: 1"=100'

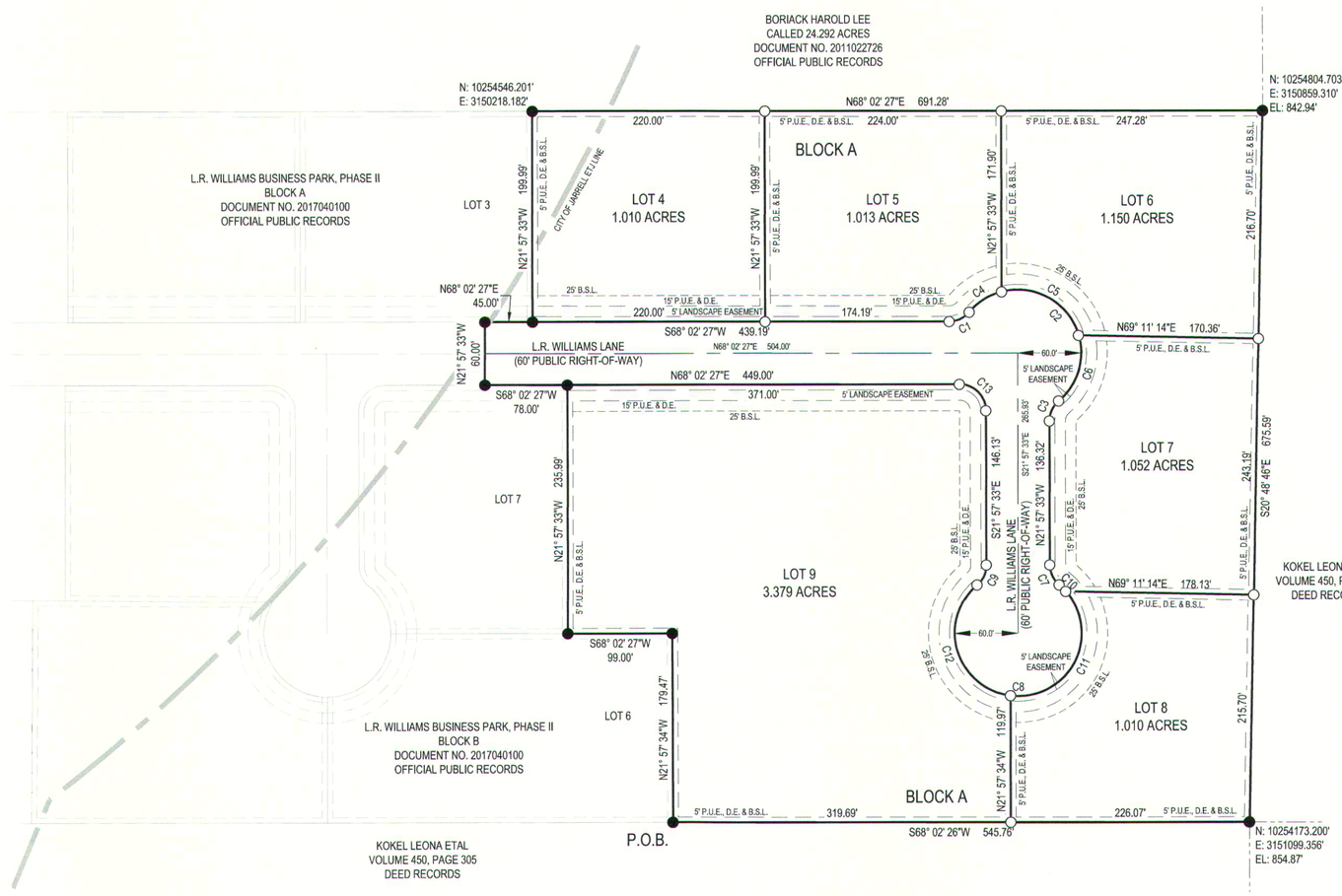
0 50' 100' 150' 200'

LEGEND

●	1/2" IRON ROD FOUND
○	1/2" IRON ROD WITH A BLUE "QUICK INC RPLS 3447" PLASTIC CAP SET
B.S.L.	BUILDING SETBACK LINE
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT



LOCATION MAP: 1 =10,000'



FIELD NOTES FOR A 9.954 ACRE TRACT OF LAND:

BEING A 9.954 ACRE TRACT OF LAND, LOCATED IN THE JOHN H. ESTEP SURVEY, ABSTRACT NO. 219, WILLIAMSON COUNTY, TEXAS; SAID 9.954 ACRE TRACT, BEING A REMAINING PORTION OF THAT CALLED 24.292 ACRE TRACT OF LAND KNOWN AS "TRACT 3", RECORDED IN DOCUMENT NO. 2013107847, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 9.954 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP LOCATED IN THE SOUTHEAST LINE OF SAID 24.292 ACRE "TRACT 3", A NORTHWEST LINE OF THAT TRACT OF LAND RECORDED IN VOLUME 450, PAGE 305, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BEING THE EASTERNMOST CORNER OF THAT CERTAIN LOT 6, BLOCK B, OF L.R. WILLIAMS BUSINESS PARK, PHASE II, ACCORDING TO THE PLAT OF RECORD IN DOCUMENT NO. 2017040100, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING THE SOUTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, ACROSS SAID 24.292 ACRE "TRACT 3", WITH THE BOUNDARY LINES OF SAID L.R. BUSINESS PARK, PHASE II, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1. **N 21° 57' 34" W,** A DISTANCE OF **179.47',** TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP LOCATED FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
2. **S 68° 02' 27" W,** A DISTANCE OF **99.00',** TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP LOCATED FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
3. **N 21° 57' 33" W,** A DISTANCE OF **235.99',** TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP LOCATED FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
4. **S 68° 02' 27" W,** A DISTANCE OF **78.00',** TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP LOCATED FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
5. **N 21° 57' 33" W,** A DISTANCE OF **60.00',** TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP LOCATED FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
6. **N 68° 02' 27" E,** A DISTANCE OF **45.00',** TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP LOCATED FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
7. **N 21° 57' 33" W,** A DISTANCE OF **199.99',** TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP LOCATED IN THE NORTHWEST LINE OF SAID 24.292 ACRE "TRACT 3", THE SOUTHEAST LINE OF THAT CALLED 24.292 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2011022726, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BEING THE NORTHERNMOST CORNER OF THAT CERTAIN LOT 3, BLOCK A, OF L.R. WILLIAMS BUSINESS PARK, PHASE II, ACCORDING TO THE PLAT OF RECORD IN DOCUMENT NO. 2017040100, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING THE WESTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
8. **THENCE,** WITH THE NORTHWEST LINE OF SAID 24.292 ACRE "TRACT 3", THE SOUTHEAST LINE OF SAID 24.292 ACRE TRACT RECORDED IN DOCUMENT NO. 2011022726, **N 68° 02' 27" E,** A DISTANCE OF **691.28',** TO A 1/2" IRON ROD LOCATED FOR THE NORTHERNMOST CORNER OF SAID 24.292 ACRE "TRACT 3", THE EASTERNMOST CORNER OF SAID 24.292 ACRE TRACT RECORDED IN DOCUMENT NO. 2011022726, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BEING IN A SOUTHWEST LINE OF SAID TRACT OF LAND RECORDED IN VOLUME 450, PAGE 305, AND BEING THE NORTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, WITH THE NORTHEAST AND SOUTHEAST LINES OF SAID 24.292 ACRE "TRACT 3", THE FOLLOWING TWO (2) COURSES AND DISTANCES:

9. **S 20° 48' 46" E,** A DISTANCE OF **675.59',** TO A 1/2" IRON ROD LOCATED FOR THE EASTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
10. **S 68° 02' 26" W,** A DISTANCE OF **545.76,** TO THE **POINT OF BEGINNING** CONTAINING **9.954 ACRES** OF LAND.

BASIS OF BEARING: TEXAS STATE PLANE, CENTRAL ZONE, NAD83

ENGINEER	OWNER/AGENT		
MATKIN HOOVER ENGINEERING 8 SPENCER ROAD, SUITE 100 GEORGETOWN, TEXAS, 78006 830-249-0600	SISSY WILLIAMS LR WILLIAMS BUSINESS PARK LLC P.O. BOX 872 THORNDALE, TEXAS, 76577 512-786-2570	QUICK INC. LAND SURVEYING FIRM NUMBER: 10194104 PHONE: 512-915-4950 OFFICE: 1430 N. ROBERTSON ROAD, SALADO, TEXAS 76571	DATE: JULY 01, 2020 JOB NO. 15-2123 SHEET 1 OF 2

FINAL PLAT OF L.R. WILLIAMS BUSINESS PARK, PHASE III

BEING A 9.954 ACRE TRACT OF LAND LOCATED IN THE JOHN H. ESTEP SURVEY, ABSTRACT NO. 219, WILLIAMSON COUNTY, TEXAS, SAID 9.954 ACRE TRACT BEING A REMAINING PORTION OF THAT CALLED 24.292 ACRE TRACT OF LAND KNOWN AS "TRACT 3", RECORDED IN DOCUMENT NO. 2013107847, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

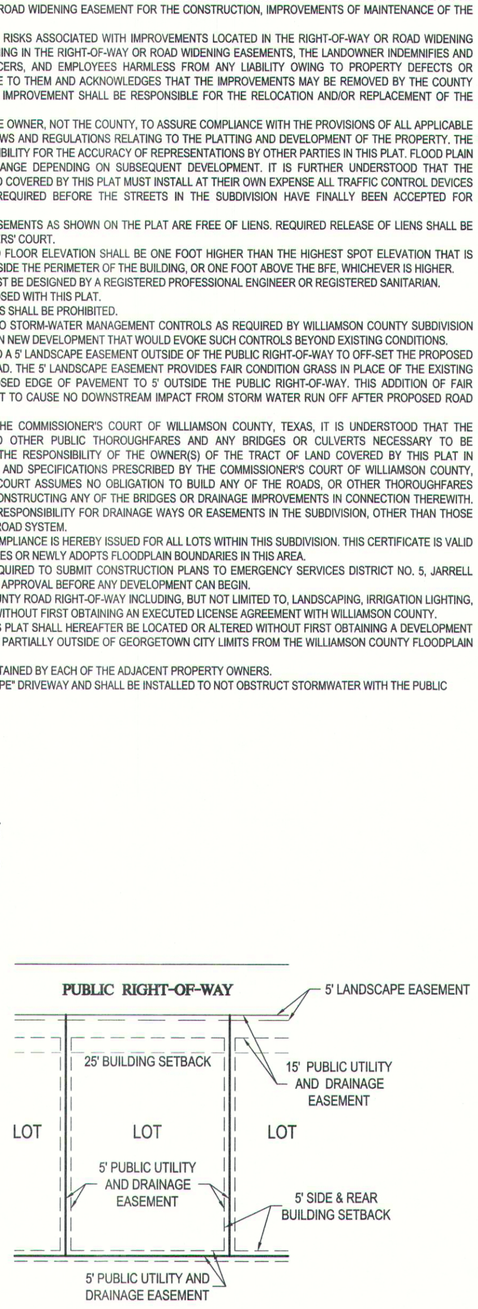
NEW LOTS: 6

NOTES:

1. ACREAGE OF SUBDIVISION = 9.954 ACRES. THE OVERALL AVERAGE DENSITY OF LOTS IN THIS SUBDIVISION IS 1.66 AC/LOT.
2. NO LOT IN THIS SUBDIVISION IS ENCROACHED 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.48491C0105F DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
3. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JARRELL SCHWERTNER WATER SUPPLY CORP.
4. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ONSITE SEWAGE FACILITIES.
5. ELECTRIC SERVICE PROVIDED BY BARTLETT ELECTRIC COOPERATIVE.
6. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
7. A FIFTEEN (15) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT IS HEREBY DEDICATED ALONG THE FRONT PROPERTY LINE OF ALL LOTS IN THIS SUBDIVISION IN ADDITION TO THOSE UTILITY AND DRAINAGE EASEMENTS SHOWN ON THE PLAT. THERE IS ALSO HEREBY DEDICATED A FIVE (5) FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ADJACENT TO ALL NON-ROADWAY LOT LINES UNLESS OTHERWISE NOTED ON THE PLAT. IF TWO OR MORE LOTS ARE COMBINED AS A SINGLE LOT, ALL EASEMENTS SHALL BE RELINQUISHED ALONG THE COMMON LINE OR LINES OF THE COMBINED LOTS SO LONG AS NO UTILITY LINES OR DRAINAGE IMPROVEMENTS ARE LOCATED THEREIN.
8. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE AND/OR CATV LINES AND APPURTENANCES.
9. GRANTOR HEREBY AGREES TO DEDICATE TO THE PUBLIC A UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES.
10. UNLESS OTHERWISE NOTED, ALL CORNERS, ANGLES AND POINTS OF CURVATURE ARE MARKED WITH A SET 1/2" IRON ROD WITH A RED PLASTIC CAP.
11. BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD 83 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
12. 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 POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENTS OF MAINTENANCE OF THE ADJACENT ROAD.
13. 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.
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 THE PROPERTY. 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.
15. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONERS' COURT.
16. 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.
17. ON-SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
18. NO LOT DEVELOPMENT IS PROPOSED WITH THIS PLAT.
19. ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED.
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. THIS SUBDIVISION IS SUBJECT TO A 5' LANDSCAPE EASEMENT OUTSIDE OF THE PUBLIC RIGHT-OF-WAY TO OFF-SET THE PROPOSED IMPERVIOUS COVER OF THE ROAD. THE 5' LANDSCAPE EASEMENT PROVIDES FAIR CONDITION GRASS IN PLACE OF THE EXISTING ROW CROPS FROM THE PROPOSED EDGE OF PAVEMENT TO 5' OUTSIDE THE PUBLIC RIGHT-OF-WAY. THIS ADDITION OF FAIR CONDITION GRASS IS SUFFICIENT TO CAUSE NO DOWNSTREAM IMPACT FROM STORM WATER RUN OFF AFTER PROPOSED ROAD CONSTRUCTION.
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 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. 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.
24. ALL LOT OWNERS SHALL BE REQUIRED TO SUBMIT CONSTRUCTION PLANS TO EMERGENCY SERVICES DISTRICT NO. 5, JARRELL FIRE DEPARTMENT AND RECEIVE APPROVAL BEFORE ANY DEVELOPMENT CAN BEGIN.
25. 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.
26. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FOR ALL LOTS FULLY OR PARTIALLY OUTSIDE OF GEORGETOWN CITY LIMITS FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
27. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
28. LOTS 4-9 SHALL UTILIZE A "DIP TYPE" DRIVEWAY AND SHALL BE INSTALLED TO NOT OBSTRUCT STORMWATER WITH THE PUBLIC RIGHT-OF-WAY.

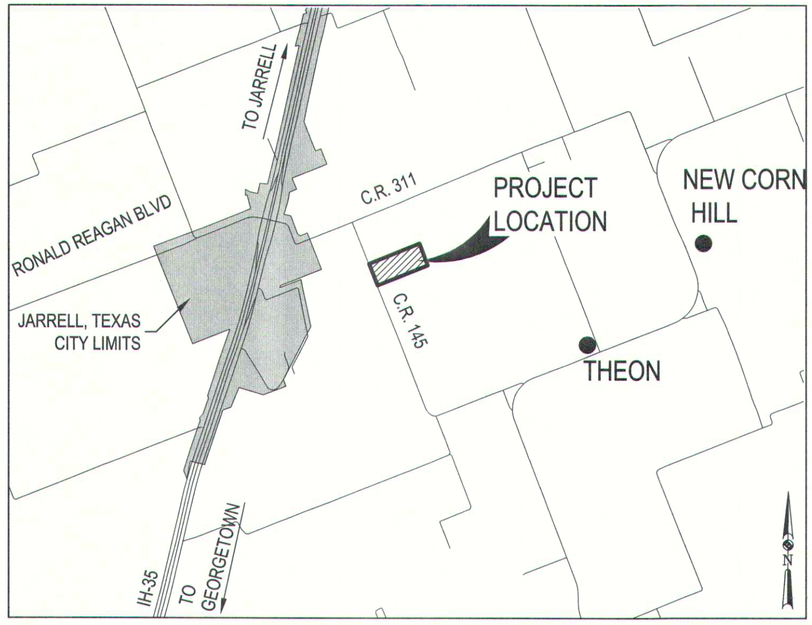
ROADWAY TABLE

L.R. WILLIAMS LANE:	770 L.F.
DESIGN SPEED:	30 MPH
ROW WIDTH:	60 FT
MAINTENANCE AUTHORITY:	PUBLIC
ROAD CLASSIFICATION:	LOCAL



TYPICAL LOT EASEMENTS

N.T.S. (ESTABLISHED ON ALL LOTS)



LOCATION MAP

N.T.S.

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND

STATE OF TEXAS REGISTERED TRAVIS L. QUICKSALL 6447 PROFESSIONAL LAND SURVEYOR

REGISTERED PROFESSIONAL LAND SURVEYOR
TRAVIS QUICKSALL, R.P.L.S.

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

I GARRETT D. KELLER, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCROACHED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE US FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 48491C0105F. EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT GEORGETOWN, WILLIAMSON COUNTY, TEXAS, THIS 8 DAY OF July, 2020.

GARRETT D. KELLER
REGISTERED PROFESSIONAL ENGINEER
NO. 111511 STATE OF TEXAS

STATE OF TEXAS REGISTERED GARRETT D. KELLER 111511 LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

I, SISSY WILLIAMS, CO-OWNER AND AGENT FOR L.R. WILLIAMS BUSINESS PARK, LLC, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2013107847 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 L.R. WILLIAMS BUSINESS PARK, PHASE III.

LR WILLIAMS BUSINESS PARK, LLC
C/O SISSY WILLIAMS
P.O. BOX 91
THORNDALE, TX 76577

Sissy Williams
OWNER

BEFORE ME, THE ABOVE AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED. AND SEAL OF OFFICE THIS 09 DAY OF July, 2020 A.D.

NEIL AARON TURNER
Notary Public, State of Texas
Comm. Expires 01-07-2024
Notary ID 132302845

Neil Aaron Turner
NOTARY PUBLIC, STATE OF TEXAS

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 CERTIFICATIONS 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 MEMBERS 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 08/13/2020
J. TERRON EVERTSON, PE, DR, CFM DATE
COUNTY ENGINEER
Adam D. Boatright FOR J. Terron Everton

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 16 DAY OF July, 2020 A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR
~~TERESA BAKER~~
Cindy Bridges

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

KNOW ALL MEN BY THESE PRESENTS:

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

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

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

KNOW ALL MEN BY THESE PRESENTS:

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____ 20_____, A.D., AT _____ O'CLOCK, ___.M., AND DULY RECORDED THIS THE _____ DAY OF _____ 20_____, A.D., AT _____ O'CLOCK, ___.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____. TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

OWNER/DEVELOPER:
LR WILLIAMS BUSINESS PARK, LLC
C/O SISSY WILLIAMS
P.O. BOX 91
THORNDALE, TX 76577
OFF: 1-(512) 786-2570
RANSIS421@YAHOO.COM

AGENT/PREPARER:
MATKIN HOOVER
ENGINEERING & SURVEYING
C/O GARRETT D. KELLER, P.E.
3303 SHELL ROAD, SUITE 3
GEORGETOWN, TEXAS 78628
OFF: (512) 868-2244
FAX: (830) 249-0099
GKELLER@MATKINHOOVER.COM

MATKINHOOVER ENGINEERING & SURVEYING
3303 SHELL ROAD, SUITE 3
GEORGETOWN, TEXAS 78628
OFFICE: 512.868.2244 FAX:830.249.0099
TEXAS REGISTERED ENGINEERING FIRM F-004512
TEXAS REGISTERED SURVEYING FIRM F-10024000
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

DATE: July 01, 2020
JOB NO. 2754.02
SHEET 2 OF 2

Commissioners Court - Regular Session **59.**

Meeting Date: 08/18/2020

Final plat for the Siena South subdivision – Pct 4

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Siena South subdivision – Precinct 4.

Background

This subdivision consists of six lots intended for commercial and multi-family use and 1,095 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $1,329,184.45 has been posted with the County to cover the cost of the remaining construction.

Timeline

2020-01-07 – initial submittal of final plat
2020-02-06 – 1st review complete with comments
2020-02-24 – 2nd submittal of final plat
2020-03-10 – 2nd review complete with comments
2020-06-24 – 3rd submittal of final plat
2020-07-08 – 3rd review complete with comments clear except for completing construction
2020-08-12 – receipt of a performance bond for the remaining construction
2020-08-13 – final plat placed on August 18, 2020 Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

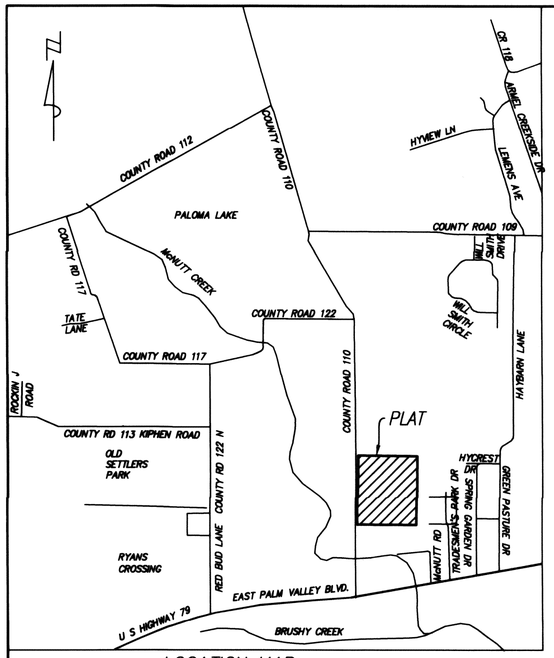
Attachments

final plat - Siena South

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/13/2020 11:52 AM
Form Started By: Adam Boatright		Started On: 08/13/2020 11:11 AM
Final Approval Date: 08/13/2020		

FINAL PLAT OF
SIENA SOUTH
WILLIAMSON COUNTY, TEXAS



LOCATION MAP
1"= 2000'

LEGEND:

- ○ = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
- ● = FOUND 1/2" IRON ROD (AS NOTED)
- ROW = RIGHT-OF-WAY
- BL = BUILDING SETBACK LINE
- AE = ACCESS EASEMENT
- DE = DRAINAGE EASEMENT
- WWE = WASTEWATER EASEMENT
- OPRWC= OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- ORWC = OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- POB = POINT OF BEGINNING
- ▨ = FEMA FLOOD ZONE "AE"
- ——— = FEMA FLOOD ZONE "AE" BOUNDARY LINE
- 655.05 MFFE = MINIMUM FINISHED FLOOR ELEVATIONS
- ✪ = BENCHMARK

EASEMENT NOTES:

1. A PUBLIC UTILITY EASEMENT 10 FEET (10') WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHTS-OF-WAY.
2. A PUBLIC UTILITY EASEMENT 5 FEET (5') WIDE IS HEREBY DEDICATED ALONG EACH SIDE OF ALL SIDE LOT LINES.
3. A PUBLIC UTILITY EASEMENT 5 FEET (5') WIDE IS HEREBY DEDICATED ALONG EACH SIDE OF ALL REAR LOT LINES.
4. ELECTRIC TRANSMISSION AND DISTRIBUTION LINE EASEMENT TO LONE STAR STATE POWER COMPANY, INC. – VOLUME 222/PAGE 505 DRWC – BLANKET TYPE AND UNLOCATABLE.
5. ELECTRIC TRANSMISSION AND DISTRIBUTION LINE EASEMENT TO LONE STAR STATE POWER COMPANY, INC. – VOLUME 282/PAGE 433 DRWC – BLANKET TYPE AND UNLOCATABLE.
6. ELECTRIC TRANSMISSION AND DISTRIBUTION LINE EASEMENT TO TEXAS POWER AND LIGHT CORPORATION – VOLUME 383/PAGE 236 DRWC – UNLOCATABLE.
7. ELECTRIC TRANSMISSION AND DISTRIBUTION LINE EASEMENT TO TEXAS POWER AND LIGHT CORPORATION – VOLUME 489/PAGE 277 DRWC – DOES NOT APPLY TO SUBJECT PLAT.
8. WATER LINES EASEMENT TO JONAH WATER SUPPLY CORPORATION – VOLUME 563/PAGE 721 DRWC – BLANKET TYPE AND UNLOCATABLE.
9. WASTEWATER LINE EASEMENT TO THE CITY OF ROUND ROCK, TEXAS – DOCUMENT NO. 2011070507 OPRWC – SHOWN ON PLAT WITHIN COUNTY ROAD 110 RIGHT-OF-WAY.

PLAT NOTES:

1. 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.
2. 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 SHALL INDEMNIFY AND HOLD THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THE COUNTY, ITS OFFICERS AND EMPLOYEES AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
3. NO FENCES, STRUCTURES, STORAGE, OR FILL SHALL BE PLACED WITHIN THE LIMITS OF THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN UNLESS APPROVED BY THE COUNTY ENGINEER. FILL MAY ONLY BE PERMITTED BY THE COUNTY ENGINEER AFTER APPROVAL OF THE PROPER ANALYSIS.
4. A PORTION OF THIS TRACT IS ENCROACHED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL No. 48491C0515E, EFFECTIVE DATE SEPTEMBER 26, 2008, AND FURTHER AFFECTED BY LOMR NUMBER 16-06-0303P, EFFECTIVE DATE OCTOBER 27, 2016 FOR WILLIAMSON COUNTY, TEXAS.
5. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
6. WATER WILL BE PROVIDED BY JONAH WATER S.U.D. WASTEWATER SERVICE WILL BE PROVIDED BY THE CITY OF ROUND ROCK FOR LOTS 1, 6 AND 7, BLOCK A, AND BY SIENA M.U.D. #1 FOR LOTS 2, 3, 4 AND 5, BLOCK A.
7. A TEN FOOT (10') PUBLIC UTILITY EASEMENT (PUE) AND SIDEWALK EASEMENT ABUTTING AND ALONG THE STREET SIDE PROPERTY LINE IS HEREBY DEDICATED FOR ALL STREET SIDE PROPERTY LOTS SHOWN HEREON.
8. SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH PART III, ZONING AND DEVELOPMENT CODE, SECTION 6-26, CITY OF ROUND ROCK, TEXAS, 2018, AS AMENDED.
9. ALL ROADS WILL BE DEDICATED TO THE PUBLIC.
10. THIS SUBDIVISION IS SUBJECT TO THE 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.
11. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
12. DRIVEWAYS WILL NOT BE PERMITTED TO ENTER ONTO THE MIDDLE TURNAROUND.
13. LOTS ADJACENT TO THE ULTIMATE 1% FLOODPLAIN SHALL HAVE SLAB ELEVATIONS BE A MINIMUM OF TWO (2) FEET ABOVE THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN.
14. THIS PLAT CONFORMS TO THE PRELIMINARY PLAT APPROVED BY THE COMMISSIONERS COURT ON MAY 21, 2019.
15. ALL ELEVATIONS SHOWN HEREON ARE BASED ON LEICA'S SMARTNET NORTH AMERICAN REFERENCE NETWORK TXGEOID12B-GRS80 (NAVD '88).
16. 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.
17. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE OR FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
18. 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.
19. THE OWNER OF EACH TRACT, LOTS 2-5, SHALL CONSTRUCT AN INTERNAL EMERGENCY ACCESS ROAD APPROVED BY THE ESD WITH THE DEVELOPMENT OF THE SITE IMPROVEMENTS. EACH INTERNAL EMERGENCY ACCESS ROAD SHALL BE STUBBED AND TIED INTO THE INTERNAL EMERGENCY ACCESS ROAD OF THE ADJACENT LOT. THE CONNECTION OF ADJOINING EMERGENCY ACCESS ROAD SHALL BE LOCATED WITHIN 100 FEET OF THE SUBDIVISION BOUNDARY WITHIN EACH LOT.

ROADS TABLE					
STREET NAME	TYPE	ROW WIDTH	FUNCTIONAL CLASS	DESIGN SPEED	PAVEMENT WIDTH
SOFIA PLACE	PUBLIC	80'	MAJOR COLLECTOR	35 MPH	50'
SOFIA PLACE	PUBLIC	80'	MAJOR COLLECTOR	35 MPH	50'
SOFIA PLACE	PUBLIC	75' RADIUS	MAJOR COLLECTOR	35 MPH	60' RADIUS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00° 31' 22"E	410.97'
L2	S07° 48' 27"E	306.10'
L3	N30° 39' 28"W	484.78'
L4	N00° 30' 22"E	23.56'
L5	N89° 42' 42"W	376.70'
L6	S00° 17' 18"W	20.00'
L7	N89° 42' 42"W	388.03'
L8	N30° 39' 28"W	500.15'
L9	N17° 17' 00"W	44.74'
L10	S05° 57' 59"W	120.56'
L11	S17° 43' 53"E	151.72'
L12	S48° 53' 37"E	110.61'
L13	S05° 38' 56"E	94.27'
L14	S36° 07' 35"E	93.91'
L15	S07° 48' 27"E	311.60'
L16	N00° 31' 22"E	412.43'
L19	N00° 17' 18"E	50.00'
L20	N05° 11' 53"W	43.93'
L21	N05° 18' 16"E	33.39'
L22	N29° 50' 26"W	26.29'
L23	N25° 35' 09"W	14.36'
L24	N18° 36' 18"W	76.04'
L25	N26° 56' 37"W	21.29'
L26	N07° 07' 46"W	14.51'
L27	N15° 27' 17"W	5.90'
L28	N22° 22' 55"W	9.11'
L29	N02° 11' 14"W	24.48'
L30	N10° 28' 00"W	12.15'
L31	N06° 04' 19"E	31.11'
L32	N15° 15' 43"E	16.64'

LINE TABLE		
LINE	BEARING	DISTANCE
L33	N01° 24' 35"W	66.20'
L34	N27° 34' 17"W	104.17'
L35	N25° 28' 43"W	22.78'
L36	N49° 43' 38"W	21.07'
L37	N58° 58' 18"W	34.39'
L38	N30° 37' 41"W	65.91'
L39	N27° 31' 41"W	89.65'
L40	N48° 01' 56"W	15.27'
L41	N27° 57' 12"W	54.15'
L42	N22° 44' 02"W	50.93'
L43	N18° 45' 49"W	75.60'
L44	N37° 26' 57"E	66.77'
L45	N41° 07' 53"W	93.86'
L46	N13° 00' 00"W	75.47'
L47	N24° 22' 59"W	65.78'
L48	N11° 34' 23"W	46.14'
L49	N24° 22' 14"W	27.48'
L50	N24° 43' 02"E	42.43'
L51	N19° 42' 19"E	55.77'
L52	N08° 36' 47"E	53.97'
L53	N10° 40' 04"W	26.60'
L54	N01° 32' 34"E	61.02'
L55	N01° 25' 46"W	10.71'
L56	N50° 21' 52"W	20.07'
L57	N37° 01' 04"W	53.94'
L58	N00° 44' 31"W	80.36'
L59	N05° 42' 52"E	29.29'
L60	N36° 07' 01"E	9.96'
L61	N28° 41' 48"E	1.67'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
C1	25.23'	30.00'	048°11'23"	N66°25'40"E	24.49'
C2	131.34'	75.00'	100°20'12"	N87°29'55"W	115.19'
C3	23.28'	30.00'	044°27'45"	S59°33'41"E	22.70'
C4	420.49'	590.00'	040°50'05"	N61°22'31"W	411.65'
C5	23.28'	30.00'	044°27'45"	S63°11'21"E	22.70'
C6	361.44'	75.00'	276°07'03"	N52°38'18"E	100.26'
C7	27.60'	30.00'	052°42'22"	N15°39'21"W	26.63'
C8	344.77'	510.00'	038°43'58"	N61°22'31"W	338.24'
C9	27.60'	30.00'	052°42'22"	S72°54'19"W	26.63'
C10	120.64'	75.00'	092°09'37"	S87°22'04"E	108.05'
C11	25.23'	30.00'	048°11'23"	N65°22'57"W	24.49'
C12	140.16'	350.00'	022°56'39"	N79°03'02"E	139.22'
C13	127.83'	75.00'	097°39'21"	S38°07'50"E	112.91'
C14	105.81'	75.00'	080°50'02"	N52°37'28"E	97.25'
C15	10.82'	590.00'	001°03'04"	N41°29'00"W	10.82'
C16	127.79'	75.00'	097°37'41"	N36°36'23"W	112.89'
C17	409.67'	590.00'	039°47'01"	N61°54'03"W	401.49'

STREET TABLE:

STREET NAME	LENGTH	ACRES
SOFIA PLACE	1095'	2.434
TOTAL	1095'	2.434

LOT AREA TABLE (ACRES):

A1 1.929 AC OPEN SPACE/DRAINAGE
A2 16.410 AC MULTI-FAMILY
15.050 AC DEVELOPABLE
A3 15.051 AC MULTI-FAMILY
A4 15.051 AC MULTI-FAMILY
A5 20.084 AC MULTI-FAMILY
15.051 AC DEVELOPABLE
A6 5.191 AC DEVELOPMENT
A7 1.750 AC DEVELOPMENT

SITE DATA:

OWNER: SIENA NORTH DEVCO, INC.
JOHN S LLOYD, PRESIDENT
4720-4 ROCKCLIFF ROAD
AUSTIN, TEXAS 78746

ACREAGE: 77.900 ACRES
PATENT SURVEY: ROBERT McNUTT SURVEY, ABSTRACT NO. 422
SURVEYOR: RJ SURVEYING AND ASSOCIATES, INC.
2900 JAZZ STREET
ROUND ROCK, TEXAS 78664

NUMBER OF BLOCKS: 1
LINEAR FEET OF NEW STREETS: 1,095 FEET
SUBMITTAL DATE: JANUARY 7, 2020
DATE OF COMMISSIONER'S COURT APPROVAL: MAY 21, 2019

BENCHMARK NO. 1:
CHISELED SQUARE ON TOP OF CURB FOUND AT THE NORTHWEST CORNER OF THE INTERSECTION OF SOPHIA PLACE AND COUNTY ROAD 110.
ELEVATION: 660.23 FEET (NAVD '88)
ALL ELEVATIONS ARE BASED ON LEICA'S SMARTNET NORTH AMERICAN REFERENCE NETWORK TXGEOID12B-GRS80

NUMBER OF LOTS/ACREAGE BY LOT TYPE:
4 MULTI-FAMILY LOTS: 66.596 ACRES
2 DEVELOPMENT LOTS: 6.941 ACRES
1 OPEN SPACE/DRAINAGE LOT: 1.929 ACRES
ROW DEDICATION: 2.434 ACRES

ENGINEER: RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET
ROUND ROCK, TEXAS 78664

SURVEY: ROBERT MCNUTT SURVEY, ABSTRACT NO. 422
DATE: NOVEMBER 8, 2019

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-10015400

S:\CIVIL 3D 2801-2850\2819-Siena South Commercial Plat\Drawings\2819-PLAT.dwg, 6/19/2020 9:47:08 AM

FINAL PLAT OF

SIENA SOUTH

WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'

0 100' 200' 300' 400'

SARDINIA DRIVE

SIENA PHASE 1, SECTION 24
DOC. NO. 2013086194 OPRWC

APPROXIMATELY N25°09'56"W 4902' TO THE NE CORNER OF ROBERT MCNUTT SURVEY, ABSTRACT NO. 422

ROUND ROCK ETJ
HUTTO ETJ

N: 10172333.81
E: 3158257.17

N: 10172263.49
E: 3156553.74
WITH CAP STAMPED "WILCO-ROW"

139.91'
N89°26'11"W
129.29'

S89°28'38"E 1704.88'
1077.34' 948.05' 627.53'

30' ACCESS EASEMENT (HEREBY DEDICATED)

LOT 106, BLOCK JJ,
SIENA PHASE 1, SECTION 22A
CABINET FF, SLIDES 376 & 377
DEEDED TO CITY OF ROUND ROCK BY
DOC. NO. 2009043419 OPRWC

LOT 1A
BLOCK JJ
DRAINAGE AND
OPEN SPACE

243.52'
50' BL
N00°10'48"W 168.85'
DEVELOPABLE AREA

DRAINAGE AND STORM
SEWER EASEMENTS
(HEREBY DEDICATED)

L32 L31 L30 L29 L28 L27
APPROXIMATE
FLOODPLAIN LINE

30' WWE CoRR DOC. NO. 2010070607
N00°30'22"E 811.77'
295.62'
464.69'
50' BL

N42°07'44"W 383.36'
N45°50'08"W 167.27'

LOT 1
BLOCK A
OPEN SPACE/DRAINAGE
1.929 ACRES
FEMA ZONE AE AS SHOWN ON
FEMA MAP No. 48491C0515E,
LOMR 16-06-0303P
EFFECTIVE 10/27/2016

L26 L25 L24 DEVELOPABLE AREA L23 L22 L21 L20 L9

LOT 2
BLOCK A
MULTI-FAMILY
16.410 ACRES
658.23 MFFE

TOTAL DEVELOPABLE AREA:
655,561 SF
15.050 ACRES

LOT 3
BLOCK A
MULTI-FAMILY
655,617 SF
15.051 ACRES

N00°31'20"E 831.72'
1067.49'

BKR, LTD.
10.03 ACRES
DOC. NO. 1997021149
OPRWC

ROUND ROCK ETJ
HUTTO ETJ
S00°29'25"W 1982.43'

COUNTY ROAD 110
VARIABLE-WIDTH RIGHT-OF-WAY

SIENA PHASE 1 SECTION 22B
DOC. NO. 2013040558 OPRWC

49 50 51 52 53 54

JJ

L11 169.07'
L13 25' BL
NO0°33'09"E 182.74'
66.14' 259.51' 261.25' 150.28' 218.16'

S89°28'38"E 477.67'

SOFIA PLACE

BM NO. 1
N64°29'28"W 139.87'

80.00'

S89°28'38"E 477.65'

111.41'
N89°53'30"W
L4
194.93' 259.45' 25' BL
61.66' 4.00'
16.00' 136.54' 218.20'
L61 L60 L59

WITH CAP STAMPED-
"WILCO-ROW"

S05°46'40"W 158.71'
L58 L1 L57 L56 L55 L54 L53 L52 L51

20' WWE (HEREBY DEDICATED)
N02°37'00"E 287.55'

DRAINAGE AND STORM
SEWER EASEMENTS
(HEREBY DEDICATED)

CROSSWALK CHURCH ROUND ROCK
6.4541 ACRES
DOC. NO. 20150033192 OPRWC

ROW TO WILLIAMSON COUNTY
PARCEL 45-3.091 ACRES
DOC. NO. 2016071547 OPRWC

S00°48'29"E 233.98'
50' BL
25' BL
101.70'
S89°25'28"W
WITH CAP STAMPED-
"WILCO-ROW"

LOT 6
BLOCK A
COMMERCIAL
5.191 ACRES
655.05 MFFE

LOT 5
BLOCK A
MULTI-FAMILY
20.084 ACRES
655.05 MFFE

TOTAL DEVELOPABLE AREA:
655,637 SF
15.051 ACRES

MIDDLE TURNAROUND

C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C13 C14 C15 C16 C17
75' RAD
80.00'
25' BL

50' DE/PUE
(HEREBY DEDICATED)

N52°28'22"E 109.77'

N83°56'15"W 621.74'

LOT 4
BLOCK A
MULTI-FAMILY
655,607 SF
15.051 ACRES

LOT 1
BKR, LTD.
4.032 ACRES

MATCH LINE - SEE SHEET 3

SURVEY: ROBERT MCNUTT SURVEY, ABSTRACT NO. 422
DATE: NOVEMBER 8, 2019 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

S:\CIVIL 3D 2801-2850\2819-Siena South Commercial Plat\Drawings\2819-PLAT.dwg, 6/19/2020 9:46:28 AM

FINAL PLAT OF

SIENA SOUTH

WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'

0 100' 200' 300' 400'

MATCH LINE – SEE SHEET 2

LOT 6
BLOCK A
COMMERCIAL
5.191 ACRES
655.05 MFFE

LOT 7
BLOCK A
COMMERCIAL/RETAIL
1.750 ACRES
650.05 MFFE

655.05 MFFE
LOT 5
BLOCK A
MULTI-FAMILY
20.084 ACRES
TOTAL DEVELOPABLE AREA:
655,637 SF
15.051 ACRES

LOT 4
BLOCK A
MULTI-FAMILY
655,607 SF
15.051 ACRES

CROSSWALK CHURCH ROUND ROCK
1.98 ACRES
DOC. NO. 2018056237 OPRWC

LOT 1, BLOCK A, McNUTT 1
DOC. NO. 2009094029 OPRWC

S89°25'28"W 544.48'

WITH CAP STAMPED– "WILCO–ROW"

N89°56'23"E 132.81' 136.14'

WITH CAP STAMPED– "WILCO–ROW"

ROW TO WILLIAMSON COUNTY, TEXAS
PARCEL 25, PART 2-0.997 ACRE
DOC. NO. 2016038167 OPRWC

ROW TO WILLIAMSON COUNTY
PARCEL 45-3.091 ACRES
DOC. NO. 2016071547 OPRWC

N00°03'37"W 890.33'

20' WWE (HEREBY DEDICATED)

50' BL

S05°55'19"E 230.23'

S15°36'42"E 253.27'

826.11'

N00°33'09"E 1140.13'

25' BL

N67°34'43"E 4.02'

S89°28'38"E 123.83'

C12

20'

25' BL

L12

N00°03'37"W 285.85'

50' BL

25' BL

N89°42'42"W 260.91'

S00°33'09"W 314.02'

L11

L10

DRAINAGE AND STORM SEWER EASEMENTS (HEREBY DEDICATED)

FEMA ZONE AE AS SHOWN ON FEMA MAP No. 48491C0515E, LOMR 16-06-0303P EFFECTIVE 10/27/2016

L51 L50 L49 L48 L47 L46 L45 L44 L43 L42 L3 L41 L40 L39 L8 L38 L37 L36 L35 L34 L15

20' WWE (HEREBY DEDICATED)

ROBERT McNUTT SURVEY, ABSTRACT NO. 422

N00°17'18"E 918.06'

L5

20' WWE (HEREBY DEDICATED)

50' DE/AE (HEREBY DEDICATED)

L7 L19 L6

333.89'

692.34'

ROUND ROCK ETJ

HUTTO ETJ

914.94'

S00°29'25"W 1982.43'

LOT 4

LOT 5

SHARON EGGER
0.988 ACRES

JAMES COOK AND GLENNIS EGGAR

LONE STAR BUSINESS PARK
CABINET J, SLIDE 124 PRWC

JASPAS PROPERTIES LLC
DOC. NO. 2016081848 OPRWC

N: 10170353.12
E: 3158340.06

BEVERLY JOHNSON GORDON
132.191 ACRES
DOC. NO. 1998035986 OPRWC

COUNTY ROAD 110
VARIABLE-WIDTH RIGHT-OF-WAY

JOINT USE ACCESS EASEMENT (HEREBY DEDICATED)

S00°17'18"W 60.00'

60.00'

25' ACCESS EASEMENT (HEREBY DEDICATED)

260.54'

12.63'

407.82'

1014.88'

135.99'

POB

WITH CAP STAMPED– "WILCO–ROW"

N: 10170275.73
E: 3156634.59

(S02°56'12"E 372.02')

GRANT KAISER
26.456 ACRES (TRACT 1)
DOC. NO. 2011065991 OPRWC

ROUND ROCK ETJ
HUTTO ETJ

N89°42'42"W 1707.22' (BEARING BASIS)

BCC LAND, LLC
8.00 ACRES (TRACT ONE)
DOC. NO. 2007104011 OPRWC

NEYRA INDUSTRIES, INC.
5.739 ACRES (TRACT 1)
DOC. NO. 2003051376 OPRWC

ROUND ROCK ETJ
HUTTO ETJ

GRADY M. BUCHANAN
2.00 ACRES
VOL. 2451, PG. 553
ORWC

GRADY MARSHALL BUCHANAN
2.00 ACRES
VOL. 2471, PG. 666
ORWC

CRAZY HORSE ESTATE HOLDINGS, LLC
2.9997 ACRES
DOC. NO. 2019090699 ORWC

SURVEY: ROBERT MCNUTT SURVEY, ABSTRACT NO. 422

DATE: NOVEMBER 8, 2019 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

S:\CIVIL 3D 2801-2850\2819-Siena South Commercial Plat\Drawings\2819-PLAT.dwg, 6/19/2020 9:45:36 AM

FINAL PLAT OF

SIENA SOUTH

WILLIAMSON COUNTY, TEXAS

THAT PART OF THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE REMAINDER OF THAT 68.96 ACRE (TRACT 4) TRACT OF LAND AND ALL OF THE REMAINDER OF THAT 12.01 ACRE (TRACT 3) TRACT OF LAND CONVEYED TO SIENA NORTH DEVCO, INC. BY DEED RECORDED IN DOCUMENT NO. 2016056625 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH ALUMINUM CAP STAMPED "WILCO-ROW" FOUND ON THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 110 (RIGHT-OF-WAY VARIES), BEING ON THE SOUTH LINE OF SAID 68.96 ACRE TRACT AT THE SOUTHEAST CORNER OF THAT 3.091 ACRE (PARCEL 45) TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY FOR COUNTY ROAD 110 RIGHT-OF-WAY BY DEED RECORDED IN DOCUMENT NO. 2016071547, OPRWC, AND BEING ON THE NORTH LINE OF THAT 26.456 ACRE TRACT (TRACT 1) CONVEYED TO GRANT KAISER BY DEED RECORDED IN DOCUMENT NO. 2011065991, OPRWC;

THENCE ALONG THE EAST LINE OF SAID 3.091 ACRE TRACT, BEING THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 110, ACROSS SAID 68.96 ACRE TRACT, ACROSS SAID 12.01 ACRE TRACT THE FOLLOWING THREE COURSES:

1. N00°03'37"W A DISTANCE OF 890.33 FEET TO A 1/2" IRON ROD WITH ALUMINUM CAP STAMPED "WILCO-ROW" FOUND;
2. N02°37'00"E A DISTANCE OF 287.55 FEET TO A 1/2" IRON ROD WITH ALUMINUM CAP STAMPED "WILCO-ROW" FOUND;
3. N00°30'22"E A DISTANCE OF 811.77 FEET TO A 1/2" IRON ROD WITH ALUMINUM CAP STAMPED "WILCO-ROW" FOUND ON THE NORTH LINE OF SAID 68.96 ACRE TRACT MONUMENTING THE SOUTHWEST CORNER OF SIENA PHASE 1, SECTION 24 ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2013086194, OPRWC, SAME BEING THE NORTHEAST CORNER OF SAID 3.091 ACRE TRACT;

THENCE ALONG THE NORTH LINE OF SAID 68.96 ACRE TRACT, BEING THE SOUTH LINE OF SAID SIENA PHASE 1, SECTION 24, S89°28'38"E A DISTANCE OF 1704.88 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 68.96 ACRE TRACT AT AN OUTSIDE CORNER ON THE SOUTH LINE OF SAID SIENA PHASE 1, SECTION 24, SAME BEING ON THE WEST LINE OF THAT 10.03 ACRE TRACT CONVEYED TO BKR, LTD. BY DEED RECORDED IN DOCUMENT NO. 1997021149, OPRWC, FROM WHICH THE NORTHEAST CORNER OF THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422 BEARS APPROXIMATELY N25°09'56"W A DISTANCE OF 4602 FEET;

THENCE ALONG THE WEST LINE OF SAID 10.03 ACRE TRACT AND THE WEST LINE OF LONE STAR BUSINESS PARK ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET J, SLIDE 124 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (PRWC), S00°29'25"W A DISTANCE OF 1982.43 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 68.96 ACRE TRACT, BEING THE SOUTHWEST CORNER OF SAID LONE STAR BUSINESS PARK, SAME BEING ON THE NORTH LINE OF THAT 2.00 ACRE TRACT CONVEYED TO GRADY MARSHALL BUCHANAN BY DEED RECORDED IN VOLUME 2471, PAGE 666 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (ORWC);

THENCE ALONG THE SOUTH LINE OF SAID 68.96 ACRE TRACT, ALONG THE NORTH LINE OF SAID GRADY MARSHALL BUCHANAN 2.00 ACRE TRACT, ALONG THE NORTH LINE OF THAT 2.00 ACRE TRACT CONVEYED TO GRADY M. BUCHANAN BY DEED RECORDED IN VOLUME 2451, PAGE 553, ORWC, ALONG THE NORTH LINE OF THAT 5.739 ACRE TRACT CONVEYED TO NEYRA INDUSTRIES, INC. BY DEED RECORDED IN DOCUMENT NO. 2003051376, OPRWC, ALONG THE NORTH LINE OF THAT 8.00 ACRE TRACT (TRACT ONE) CONVEYED TO BCC LAND, LLC BY DEED RECORDED IN DOCUMENT NO. 2007104011, OPRWC, AND ALONG THE NORTH LINE OF SAID 26.456 ACRE TRACT, N89°42'42"W (BEARING BASIS) A DISTANCE OF 1707.22 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 77.900 ACRES, MORE OR LESS.
ALL IRON RODS SET HAVE "RJ SURVEYING" CAPS.
BEARINGS ARE BASED ON THE SOUTH LINE OF THAT 68.96 ACRE TRACT (TRACT IV) CONVEYED TO SIENA KYLE COMMERCIAL BY DEED RECORDED IN DOCUMENT NO. 2008000334, OPRWC, CALLED AS N89°42'42"W. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.
WILLIAMSON CENTRAL APPRAISAL DISTRICT REFERENCE NUMBERS R020784, R020785 AND R545539.

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

THAT SIENA NORTH DEVCO, INC., SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2016056625 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF ROUND ROCK AND WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "SIENA SOUTH".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 23 DAY OF JUNE 2020.

SIENA NORTH DEVCO, INC., A TEXAS CORPORATION

BY: _____
JOHN S. LLOYD, PRESIDENT
SIENA NORTH DEVCO, INC.
4720-4 ROCKCLIFF ROAD
AUSTIN, TEXAS 78746

STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME ON THIS DAY PERSONALLY APPEARED JOHN S. LLOYD, 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 23rd DAY OF JUNE, 2020 A.D.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Vivian Stratton

MY COMMISSION EXPIRES: 8/11/2023

VIVIAN STRATTON
My Notary ID # 130327608
Expires August 11, 2023

ENGINEER'S CERTIFICATION

STATE OF TEXAS

COUNTY OF WILLIAMSON

A PORTION OF THIS TRACT IS ENCROACHED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL No. 48491C0515E, EFFECTIVE DATE SEPTEMBER 26, 2008, AND FURTHER AFFECTED BY LOMR NUMBER 16-06-0303P, EFFECTIVE DATE OCTOBER 27, 2016 FOR WILLIAMSON COUNTY, TEXAS.

I, J. KEITH COLLINS DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.

6/19/20
J. KEITH COLLINS DATE
LICENSED PROFESSIONAL ENGINEER NO. 80579
STATE OF TEXAS

STATE OF TEXAS
J. KEITH COLLINS
80579
REGISTERED
PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATION

STATE OF TEXAS

COUNTY OF WILLIAMSON

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.

6/19/2020
STEPHEN R. LAWRENCE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6352
STATE OF TEXAS

STATE OF TEXAS
REGISTERED
STEPHEN R. LAWRENCE
6352
PROFESSIONAL
LAND SURVEYOR

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

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

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

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, 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

STATE OF TEXAS
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 CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ___ DAY OF _____ A.D. _____, AT ___ O'CLOCK __ M. AND DULY RECORDED ON THE ___ DAY OF _____, A.D. _____ AT ___ O'CLOCK __ M IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN DOCUMENT No. _____

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

NANCY RISTER, CLERK,
COUNTY COURT WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: NOVEMBER 8, 2019

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-10015400

S:\CIVIL 3D 2801-2850\2819-Siena South Commercial Plat\Drawings\2819-PLAT.dwg, 6/19/2020 10:08:27 AM

Commissioners Court - Regular Session **60.**

Meeting Date: 08/18/2020

Final plat for the Yanez-Moreno 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 Yanez-Moreno subdivision – Precinct 3.

Background

This subdivision consists of 2 lots and no new public roads.

Timeline

2018-11-26 – initial submittal of the final plat
2019-11-19 – 1st review complete with comments
2020-07-15 – 2nd submittal of final plat
2020-07-24 – 2nd review complete with comments
2020-08-04 – 3rd submittal of final plat
2020-08-10 – 3rd review complete with comments clear
2020-08-12 – receipt of final plat with signatures
2020-08-13 – final plat placed on August 18, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Yanez-Moreno

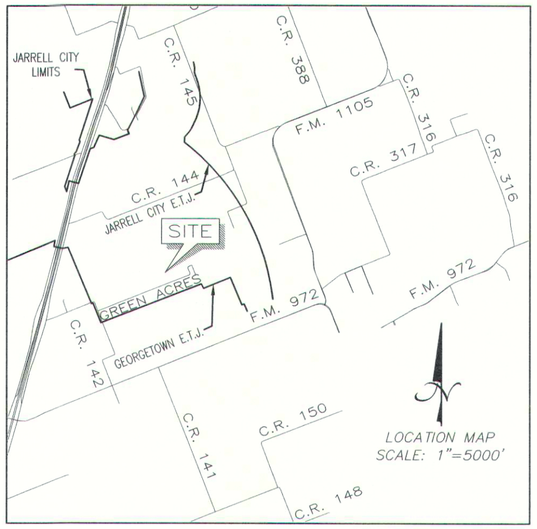
Form Review

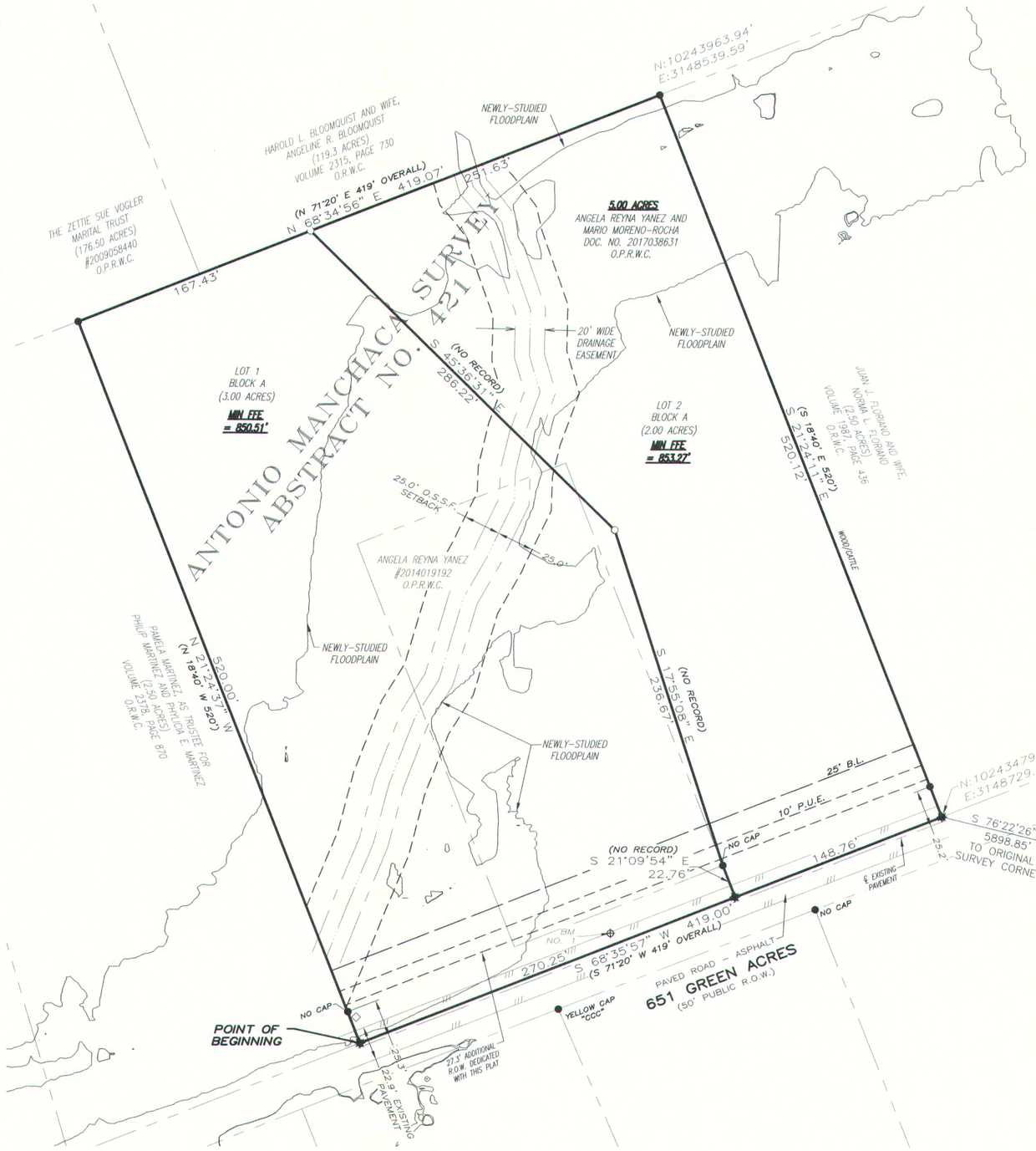
Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/13/2020 11:42 AM
Form Started By: Adam Boatright		Started On: 08/13/2020 11:23 AM
Final Approval Date: 08/13/2020		

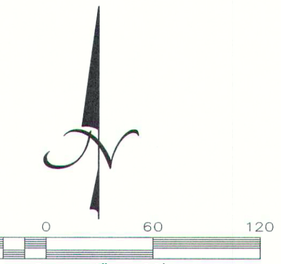
FINAL PLAT OF:

YANEZ/MORENO

5.00 ACRES, MORE OR LESS, OUT OF THE ANTONIO MANCHACA SURVEY, ABSTRACT No. 421, IN WILLIAMSON COUNTY, TEXAS.







Scale factor: 0.99975353

BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83 (93).

FINAL PLAT OF:
YANEZ/MORENO

OWNERS: ANGELA YANEZ
597, 601 GREEN ACRES
jrjyanez@gmail.com
512-876-4688 &
MARIO MORENO
651 GREEN ACRES
mayramoreno.kmdm@gmail.com
512-838-1008
GEORGETOWN, TX
78626

ACREAGE: 5 ACRES
SURVEY: ANTONIO MANCHACA SURVEY, ABSTRACT NO. 421

NO. OF BLOCKS: 1
NO. OF LOTS: 2
NEW STREETS: None
SUBMISSION DATE: 08-21-18
RESUBMISSION DATE: -- -- 18
3rd SUBMISSION DATE: -- -- 18
FINAL SUBMISSION DATE: -- -- 18

BENCHMARK NO. 1: COTTON SPINDLE SET
ELEVATION 852.43' (NAVD88)

SURVEYOR: Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628
Kenneth Louis Crider, RPLS
ken@texas-ls.com - email
512-930-1600 - phone
512-930-9389 - fax

ENGINEER: M&S Engineering
102 E Morrow Street, Suite 101
Georgetown, Texas 78626
Jennifer L. Henderson, P.E.
jhenderson@msengr.com - email
844-267-3647 - phone

LEGEND	
●	1/2" IRON ROD FOUND WITH PINK CAP STAMPED "TLS INC." (UNLESS OTHERWISE NOTED)
✱	COTTON SPINDLE FOUND
○	1/2" IRON ROD SET WITH PINK CAP STAMPED "TLS INC."
( )	RECORD INFORMATION
B.L.	BUILDING SETBACK LINE
P.U.E.	PUBLIC UTILITY EASEMENT
O.S.S.F.	ON-SITE SEWAGE FACILITY
CONC.	CONCRETE
R.O.W.	RIGHT-OF-WAY
CMP	CORRUGATED METAL PIPE
BM	BENCHMARK
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

PERIMETER FIELD NOTES:

Being 5.00 acres of land, more or less, out of the Antonio Manchaca Survey, Abstract No. 421, in Williamson County, Texas, being also that 4.00 acres tract conveyed to Angela Reyna Yanez and Mario Morena-Rocha, by deed recorded in Document No. 2017038631, Official Public Records, Williamson County, Texas, and that 1.00 acre tract conveyed to Angela Reyna Yanez, by deed recorded in Document No. 2014019192, of said Official Public Records, as surveyed on the ground by Texas Land Surveying, Inc. On May 9th, 2018, and further described by metes and bounds as follows:

BEGINNING: at a cotton spindle found in the centerline of a Green Acres, paved road, marking the southeast corner of that 2.50 acres tract conveyed to Pamela Martinez as trustee for Philip Martinez and Phylicia E. Martinez, by deed recorded in Volume 2378, Page 870, Official Records, Williamson County, Texas, for the southwest corner of said 4.00 acres tract and this tract;

THENCE: N 21°24'37" W, at 22.58 feet pass a ½" iron rod with no cap found, marking the future Right of Way taking and north line of said Green Acres, continuing for a total distance of 520.00 feet, to a ½" iron rod with pink cap stamped "TLS INC." found in the south line of that 176.50 acres tract conveyed to The Zettie Sue Vogler marital trust, by deed recorded in Document No. 2009058440, of said Official Public Records, marking the northeast corner of said 2.50 acres tract, for the northwest corner of said 4.00 acres tract and this tract;

THENCE: N 68°34'56" E, 419.06 feet, with the north line of said 4.00 acres tract and this tract to a 1/2" iron rod with pink cap stamped "TLS INC." found in the south line of that 119.3 acres tract, conveyed to Harold L. Bloomquist and wife, Angeline R. Bloomquist, by deed recorded in Volume 2315, Page 730, of said Official Records, marking the northwest corner of that 2.50 acres tract conveyed to Juan J. Floriano and wife, Norma L. Floriano, by deed recorded in Volume 1987, Page 436, of said Official Records, for the northeast corner of said 4.00 acres tract and this tract;

THENCE: S 21°24'11" E, at 498.12 feet pass a 1/2" iron rod with no cap found, marking the future Right of Way taking and north line of said Green Acres, continuing for a total distance of 520.12 feet, to a cotton spindle found in the centerline of said Green Acres, marking the southwest corner of said Floriano tract, for the southeast corner of said 4.00 acres tract and this tract;

THENCE: S 68°35'57" W, 419.01 feet, with the centerline of said Green Acres and the south line of said 4.00 acres tract and this tract to the point of beginning.

S:\2017 PROJECTS\17380 MANCHACA A. SVY (4 AC)\PLAT\M&S Engineering Logos-02.jpg

SHEET 1 OF 2

Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax
www.texas-ls.com
TBPLS FIRM NO.10056200

IF THIS DOCUMENT DOES NOT CONTAIN THE RED STAMPED SEAL OF THE UNDERSIGNED SURVEYOR, IT IS AN UNAUTHORIZED/ILLEGAL COPY. TEXAS LAND SURVEYING, INC. ASSUMES NO LIABILITY FROM THE USE OF ANY UNAUTHORIZED/ILLEGAL DOCUMENT.

PROJECT No. 17380

FINAL PLAT OF:

YANEZ/MORENO

5.00 ACRES, MORE OR LESS, OUT OF THE ANTONIO MANCHACA SURVEY, ABSTRACT No. 421, IN WILLIAMSON COUNTY, TEXAS.

OWNER'S CERTIFICATION:

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

I, Angela Reyna Yanez, co-owner of the certain tract of land shown hereon and described in a deed recorded in Document No. 2017038631 of the Official Public Records of Williamson County, Texas, and owner of the certain tract of land shown hereon and described in a deed recorded in Document No. 2014019192 of the Official Public Records of Williamson County, Texas, do hereby subdivide said tracts as shown, 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 **YANEZ/MORENO**.

TO CERTIFY WHICH, WITNESS by my hand this 11 day of August, 2020

Angela Reyna Yanez

Angela Reyna Yanez
597 Green Acres
Georgetown, TX 78626

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

Before me, the undersigned authority, on this day personally appeared Angela Reyna Yanez, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the foregoing instrument as the owner of the property described hereon.

GIVEN UNDER MY HAND AND SEAL of office this 11th day of August, 2020

Notary Public in and for the State of Texas

My Commission expires on: 8/16/22.

ADAM REILLY
Notary Public, State of Texas
Comm. Expires 08-16-2022
Notary ID 131685498

OWNER'S CERTIFICATION:

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

I, Mario Moreno-Rocha, co-owner of the certain tract of land shown hereon and described in a deed recorded in Document No. 2017038631 of the Official Public Records of Williamson County, Texas, do hereby subdivide said tract as shown, 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 **YANEZ/MORENO**.

TO CERTIFY WHICH, WITNESS by my hand this 11 day of Agust, 2020

Mario Moreno-Rocha

Mario Moreno-Rocha
597 Green Acres
Georgetown, TX 78626

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

Before me, the undersigned authority, on this day personally appeared Mario Moreno-Rocha, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing instrument as the owner of the property described hereon.

GIVEN UNDER MY HAND AND SEAL of office this 11th day of August, 2020.

Notary Public in and for the State of Texas

My Commission expires on: 8/16/22.

ADAM REILLY
Notary Public, State of Texas
Comm. Expires 08-16-2022
Notary ID 131685498

SURVEYOR'S CERTIFICATION:

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

I, Kenneth Louis Crider, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that the corner monument shown thereon were properly placed under my supervision in accordance with the City of Georgetown Regulations.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this 10th day of August, 2020

Kenneth Louis Crider
Registered Professional Land Surveyor No. 5624
State of Texas

STATE OF TEXAS
REGISTERED
KENNETH L. CRIDER
5624
PROFESSIONAL
LAND SURVEYOR

ENGINEER'S CERTIFICATION:

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

I, Jen Henderson, Registered Professional Engineer in the State of Texas, do hereby certify that this plat is not located within the Edwards Aquifer Recharge Zone and is not encroached by a Special Flood Hazard Area inundated by 100 year Flood as identified by the U.S. Federal Emergency Management Agency Boundary Map, (Flood Insurance Rate Map), Community-Panel Number 48491C0325E, effective date September 26, 2008.

Jennifer L. Henderson,
Registered Professional Engineer No. 116883
State of Texas

8/10/2020
Date

STATE OF TEXAS
JENNIFER L. HENDERSON
116883
LICENSED
PROFESSIONAL ENGINEER

PLAT NOTES:

1. Total acreage – 5.00 Acres
2. Number of lots – 2
3. Number of blocks – 1
4. All structures/obstructions are prohibited in drainage easements.
5. No Lot in this subdivision is encroached by a special flood hazard area(s) inundated by the 100-year (1% chance) flood as identified by the U.S. Federal Emergency Management Agency Flood Insurance Rate Map, Community Panel number 48491C0325F, effective date of December 20, 2019 for Williamson County, Texas.
6. A floodplain development permit may be required for lots 1 and 2 prior to any construction or development. The need for a floodplain development permit will be determined by Williamson County upon review of the proposed structure location.
7. Except in areas required to meet legal accessibility requirements, the minimum finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building, or at least one foot above the BFE, whichever is higher.
8. The monuments of this plat have been rotated to the NAD 83/93 Harn-Texas Central Zone and NAVD 88.
9. In approving this plat by the Commissioner's 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 commissioner's Court of Williamson County, Texas. said Commissioner's 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 systems and streets.
10. 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.
11. Rural mailboxes shall be set three feet from the edge of the pavement or behind curbs, when used. All mailboxes withih 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.
12. All public roadways and easements as shown on the plat are free of liens. required release of liens shall be provided to the commissioner's court.
13. One way "circular" driveways shall be prohibited onto Green Acres.
14. Water service for this subdivision is being provided by Jonah Special Utility District.
15. Sewer service for this subdivision will be provided by existing On-Site Sewage Facilities.
16. No portion of an On-Site Sewage Facility (O.S.S.F.) is permitted within the O.S.S.F. setback shown hereon.
17. Building setbacks must comply with City of Jarrell ordinances.
18. 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 Willimson County.
19. All sidewalks are to be maintained by each of the adjacent property owners.
20. The minimum finished floor elevations shown on this plat were determined by adding one (1) foot to the base flood elevation (BFE) as determined by a study prepared by M&S Engineering, Yanez/Moreno 5-Acres 651 Green Acres, Dated June 2020.
21. 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.
22. This development is considered exempt from on-site stormwater detention controls based on Williamson County subdivision regulation B11.2, which states that a proposed development may be considered exempt from providing on-site stormwater detention if the plat has three or less lots for single family residential use, with less than 20% cover.
23. The newly-studied floodplain as shown on this plat is per a Drainage Report of a study performed June 29, 2020 by Jennifer L. Henderson, P.E. at M&S Engineering.

ROAD NAME AND 911 ADDRESSING APPROVAL

Road name and address assignments verified this 12 day of August, 2020 A.D.

Teresa Baker Cindy Bridges
Williamson County Addressing Coordinator

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES (OSSF) APPROVAL:

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 disclaim 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
For J. Terron Evertson

J. Terron Evertson, PE, DR, CFM
County Engineer

08/13/2020
Date

COUNTY JUDGE'S APPROVAL:

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

I Bill Gravel, Jr., County Judge of Williamson County, Texas, do hereby certify that this map of plat, with field notes hereon, for a subdivision having been fully presented to the Commissioner's Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Bill Gravel, Jr., County Judge
Williamson County, Texas

COUNTY CLERK'S APPROVAL:

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

I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the _____ day of _____, 20____, A.D., at _____ o'clock, ___.M., and duly recorded this the _____, day of _____, 20____, A.D., at _____ o'clock, _____.M in the Official Public Records of said County in Instrument No. _____.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy E. Rister, CLerk County Court
of Williamson County, Texas

By: _____, Deputy

S:\2017 PROJECTS\17380 MANCHACA A. SVY (4 AC)\PLAT\M&S Engineering Logos-02.jpg

SHEET 2 OF 2

Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax
www.texas-ls.com
TBPLS FIRM NO.10056200

Commissioners Court - Regular Session **62.**

Meeting Date: 08/18/2020

EMS Mission Lifeline Recognition

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging Williamson County EMS as the recipient of the American Heart Association Mission Lifeline Gold Plus Award.

Background

Recognize Williamson County EMS for their continued work, training and commitment in improving the overall quality of care for heart attack patients in 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	08/06/2020 10:50 AM

Form Started By: Michael Knipstein Started On: 08/06/2020 10:21 AM

Final Approval Date: 08/06/2020

Commissioners Court - Regular Session **63.**

Meeting Date: 08/18/2020

Williamson County Economic Development Partnership Presentation

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a presentation from the Williamson County Economic Development Partnership.

Background

The Williamson County Economic Development Partnership is a joint effort between Williamson County and its encompassing communities of Cedar Park, Georgetown, Jarrell, Leander, Liberty Hill, Round Rock, and Taylor to create a voice for the county in bringing new business development to our partner communities. Michaela Dollar, president of the WilCO EDP, will give an update on the partnership's activities for the past two years.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WilCo EDP 8.11.20 Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/05/2020 06:20 PM
Form Started By: Connie Odom		Started On: 08/05/2020 01:37 PM
Final Approval Date: 08/05/2020		



Williamson County Commissioners Court Update

About

WilCo EDP

The Williamson County Economic Development Partnership (WilCo EDP) is a joint effort between Williamson County and its encompassing communities to create a voice for the county in bringing new business development to our partner communities.

Meet the WilCo EDP Members



Cedar Park



Georgetown



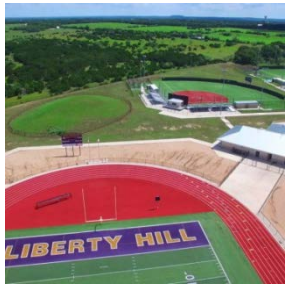
Jarrell



Round Rock



Leander



Liberty Hill



Taylor



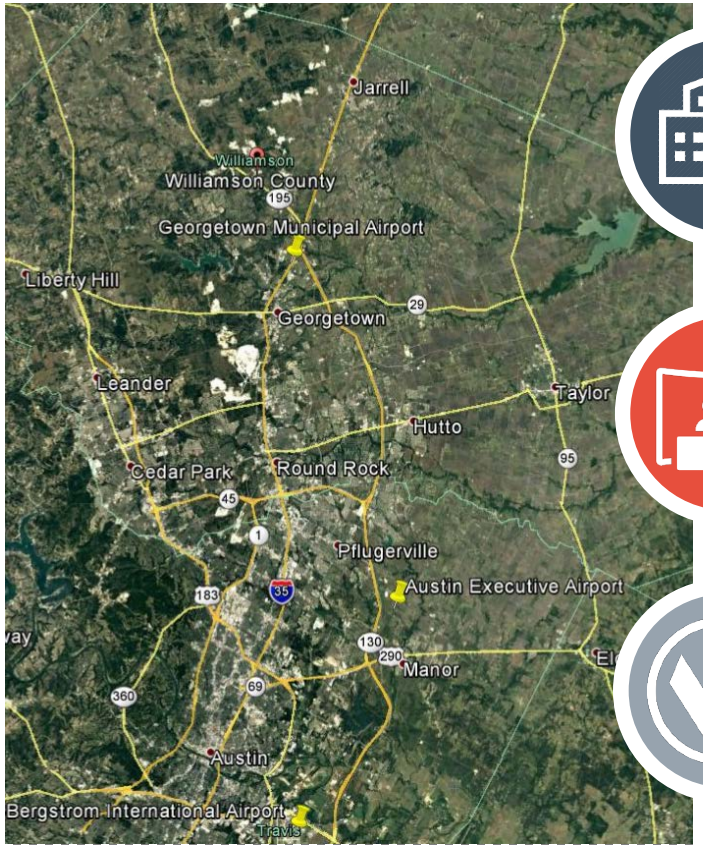
Williamson County

* Additional Communities: Bartlett, Coupland, Florence, Granger, Hutto, Thrall, & Weir

WilCo EDP Accomplishments

WilCo EDP Accomplishments

Previous Two Years



Hosted Four Commercial Broker Events

Attended Six Trade Shows

Completed Rebranding



Economic Development Snapshot

Cedar Park

	Project	Investment	Jobs	Description
2018	Vandelay Education	$2,500,000	107	Headquarters
2019	Indigo Ridge	$1,500,000,000	-	Mixed-Use Development
2019	USTA - Texas	$20,000,000	15	Headquarters
2019	James Avery	$13,000,000	102	35,000 SF Second Headquarters
2019	Voltabox	$8,000,000	137	Expansion - Manufacturing
2019	AMT	$1,000,000	100	Headquarters for 3D Printing Company
2019	ABEO	$2,000,000	41	Headquarters for Medical Software Company
2019	Crossover	$27,000,000	-	210,000 SF – Multisport Facility
2019	MSB	$2,500,000	269	Headquarters for Software Consulting Firm
2019	Scottsdale Crossing	$10,000,000	-	100,000 SF of Spec Flex Space
2019	Firefly	$1,000,000	40	Expansion - Aerospace
2019	WEXCO	$2,000,000	25	Headquarters
2020	Red Horn	$1,000,000	20	Expansion - Distribution
2020	Cedar Park Regional Medical Center	$13,250,000	61	Expansion – Surgical Center
2020	Railway	$6,000,000	-	35,000SF – Class A Office Space
2020	Haute Rock Creative	$2,000,000	15	Headquarters
2020	Hellas	$6,000,000	150	Headquarters
2020	Innovation WorkSpaces	$1,250,000	-	Incubator/Co-Working Spaces (8 Companies)
2020	Town Center – Phase One	$20,000,000	-	Class A Spec Office Space

Georgetown

	Project	Investment	Jobs	Description
2018	Wolf Crossing	$200,000,000	-	250K SF Retail Development
2018	KJ Scientific	-	3	Retention – Life Science
2018	Radiation Detection Company	$1,200,000	15	Expansion – Life Science
2018	Westinghouse Corporate Center	$16,000,000	-	140K SF – Spec Flex Development
2019	Sedro Crossing	$10,000,000	-	160K SF Professional Office
2019	WBW Development	$3,500,000	40	Professional Services
2019	Confido III Business Park	-	-	Industrial Park & Airport Access Road
2019	Texas Speed & Performance	$11,500,000	100	Retention/Expansion - 200K SF
2019	CitiGroup	-	-	Retention/Expansion - IT
2019	Costco	$24,000,000	235	Retail Development
2019	Heritage Court	$1,500,000	-	15K SF Commercial Development
2020	CV Linens	$15,000,000	90	Warehouse/Distribution - Ecommerce
2020	Champion Site Prep	$17,100,000	275	Retention/Expansion – Construction HQ
2020	Ascension Seton	-	-	120,000 SF Medical Office Building

Jarrell

	Project	Investment	Jobs	Description
2018	Overpass widening			Began work on widening north and south city overpasses
2018	Domino's Pizza			Restaurant
2018	Suddenlink	$20,000		Expansion of broadband service to north industrial area
2018	City Infrastructure			Began project to triple wastewater capacity, completed 2019
2019	O'Reily's Auto Parts			Opening of national retailer of auto supplies
2019	Sheriff's Posse Rodeo			Opening of popular Williamson County rodeo association
2020	JEDC waterline	$410,000		Expansion of water lines to industrial area
2020	Afia Foods	$25,000	10	Food processing workforce expansion
2020	More subdivisions!			Cool Water, Rancho Del Cielo, Stonebridge, Balcones Flats

Leander

	Project	Investment	Jobs	Description
2015	Austin Community College	$500,000,000	1,000	College Campus
2015	Randall's	-	500	Shopping Center
2016	Old Town Grant Projects			2 small business grants
2016	St. David's Hospital	$500,000,000	1,000	Hospital
2016	Holiday Inn Express	$12,000,000	100	Hotel
2017	Old Town Grant Projects	-	-	4 small business grants
2017	Texas Bullion Depository	$12,000,000	300	Gold Depository for the State
2018	AEPS	-	10	Office
2018	Northline	$715,000,000	-	Mixed-Use Development
2019	Bruan & Butler	$1,000,000	17	Office
2019	Liberty Civil Construction	$3,000,000	150	Office
2020	Leander Springs	$700,000,000	-	Mixed-Use Development

Liberty Hill

	Project	Investment	Jobs	Description
2018	Dairy Queen	$1,500,000	70	Restaurant
2018	Mojo Coffee	$930,000	15	Restaurant
2018	QT (QuikTrip)	$4,500,000	25	C-Store
2018	AutoZone	$1,500,000	12	Retail
2018	Holmes 29 Office/Warehouse	$5,000,000		47.7K SF Office/Warehouse
2018	Jonathan Drive Office/Warehouse	$1,800,000		19.25K SF Office/Warehouse
2018	Hwy 29 Office Condos	$1,300,000		8K SF Office/Condo
2020	Higginbotham Brothers	$200,000	20	Retail

Round Rock

	Project	Investment	Jobs	Description
2018	Ridge Development	$40,000,000	-	Light Industrial Development
2018	BGE	$1,900,000	80	Back Office/Engineering
2019	Chatsworth	$2,500,000	65	Innovative Manufacturing
2019	Goodkind	$2,650,000	120	Expansion
2019	AYRO	$875,000	90	Expansion
2019	East Group Properties	$9,000,000	-	Light Industrial Development
2019	Firetrol	$540,000	25	Regional Office
2019	Celink	$2,500,000	200	Regional Office
2019	Sovos	$11,900,000	390	Expansion
2019	C-Serv	$500,000	25	Expansion
2019	Outdoorsy	$1,500,000	25	Technology Company
2020	Amazon	$15,000,000	600	Distribution
2020	Hubbell	$1,750,000	60	Regional Headquarters
2020	SPM	$2,000,000	35	Innovative Manufacturing
2020	Investex	$18,000,000	60	Manufacturing/Incubator Space
2020	East West	$8,000,000	60	Innovative Manufacturing
2020	Flow Below	$1,500,000	100	Innovative Manufacturing

Taylor

	Project	Investment	Jobs	Description
2016	Noren Products	$6,000,000	50	Headquarters (R&D, Design and Manufacturing)
2016	Summit Manufacturing	$5,000,000	75	Manufacturing/Custom Cabinetry
2016	Texas Beer Company	$1,500,000	10	Manufacturing/Beer
2017	Valero	$40,000,000	20	Regional Fueling facility
2017	Hart Components	$13,000,000	100	Truss Manufacturing facility
2017	Sassy Lassi	$3,000,000	20	Food Manufacturer
2019	St Patrick's	$5,000,000	20	50K SF Distribution
2020	Hart	$6,000,000	200	60K SF Manufacturing
2020	RCR Taylor Rail & Logistics Park	$100,000,000		750-acre Rail Park

Williamson County

	Project	Investment	Jobs	Description
2018	Apple computers	$1,000,000,000	5,000	Computer customer support, finance, engineering, sales, and operations
2020	Dells Children's Medical Center North	$191,000,000	700	Full-service children's hospital



By the Numbers

WilCo EDP Community Totals

2016 to 2020

Jobs

19,019

Investment

$7,343,730,000

This investment equals approximately $30,000,000 in annual county tax revenue.



WilCo EDP Coming Soon

Upcoming Activities



Produce Marketing Video



Host Two Commercial Broker Events



Host Site Selector Fam Tour



Attend Three Trade Shows

THANK YOU

Williamson County Economic Development Partnership

Commissioners Court - Regular Session **65.**

Meeting Date: 08/18/2020

BTCS Agreement Additional Beds

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 amending the Public Services Funding Agreement with Bluebonnet Trails Community Center to increase the Extended Observation Unit beds from 12 beds to 13 beds for adults and increasing funding for one private psychiatric hospital bed for children assessed to require intensive level of care.

Background

On Tuesday, August 11, 2020, the Commissioners Court discussed increasing the capacity of the Extended Observation Unit (EOU) from 12 beds to 13 beds for adults in need crisis stabilization and intensive mental health services. The EOU serves only adults and children cannot be served on an adult unit. During the court discussion, a gap in services was identified for children in need of intensive psychiatric hospital care. The Commissioners Court unanimously approved an additional adult EOU bed, but also added a private psychiatric hospital bed for children that will be available 365 days a year. This agreement has been revised to codify the decision and direction of the Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Revised BTCS Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/13/2020 11:08 AM
Form Started By: Kathy Pierce		Started On: 08/13/2020 10:39 AM
Final Approval Date: 08/13/2020		

MENTAL HEALTH SERVICES
FUNDING AGREEMENT

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Bluebonnet Trails Community MHMR Center ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit “A” (“Services”).

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the “Funding Standards”):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an “Unauthorized Expenditure”), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement**,** the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

This Agreement shall commence on October 1, 2020 and shall terminate on September 30, 2021. Following said term, this Agreement shall automatically renew each year on an annual basis unless otherwise terminated as provided herein.

ARTICLE IV
TERMINATION

A. Termination for Cause. If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

B. Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) business day's written notice to the other party. In the event of termination, it is understood and agreed that only the amounts due to Agency services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for a party's termination of this Agreement for convenience.

ARTICLE V
AMOUNT OF THE FUNDS

For performance of the public purpose described in the attached Exhibit "A", the County shall tender and the Agency hereby agrees to accept the not to exceed amount of $969,250.00 per year (the "Funds"), which shall be paid each month in the amount of $80,770.00 for 11 months and one payment of $80,780.00 for the term of this Agreement.

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and

transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

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

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

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

K. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

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

O. 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.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement 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 consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED to be effective as of the date of the last party's execution below.

Agency:

Name of Agency:

Bluebonnet Trails Community
MHMR Center

By: _____

Printed Name: Andrea Richardson

Title: Executive Director

Date: August 13, 2020

Address:
109 N. Georgetown Street
Round Rock, Texas 78664
Attn: Executive Director

Telephone: (512) 244-8305

COUNTY:

Williamson County, Texas

By: _____

Printed Name: Bill Gravell, Jr.

Title: County Judge

Date: _____ _____, 20___

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

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides public mental health services to adults and children with serious and persistent mental illness and/or serious emotional disturbances. To further serve this population, Williamson County is supporting the request of Bluebonnet Trails Community Services through House Bill 13 legislation approved during the 85th Texas Legislature to provide for persons experiencing a severe psychiatric crisis:

1. An Extended Observation Unit in Williamson County supporting up to 13 beds for Williamson County adults.in an amount not to exceed $741,125.00 for the term of this Agreement.

2. One private psychiatric hospital bed available 365 days dedicated to serve children assessed to require this intensive level of care in an amount not to exceed $228,125.00 for the term of this Agreement.

Commissioners Court - Regular Session **66.**

Meeting Date: 08/18/2020

EPM

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 changes to merit allocations for FY21 to the Employee Policy Manual.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EPM.draftmerit

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/12/2020 10:39 AM

Form Started By: Rebecca Clemons Started On: 08/12/2020 09:07 AM

Final Approval Date: 08/12/2020

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 and issued as a lump sum only. ~~or a lump sum (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 merit)	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 for a similar position with another employer/department with a higher salary.	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 Verification required	Contact HR for additional requirements.

*15% maximum annual (budget year) increase per employee (includes retention, merit, re-organization and reclassification, does not include promotions.) Multiple pay changes cannot be processed on the same day.

Draft

Commissioners Court - Regular Session **67.**

Meeting Date: 08/18/2020

Budet Modification List for 2020-2021 Budget

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 Discuss, consider and take appropriate action on the 2020-2021 Budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BMVS Aug 18 2020

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/05/2020 10:58 AM
Budget Office (Originator)	Ashlie Koenig	08/13/2020 11:51 AM
Form Started By: Ashlie Koenig		Started On: 08/05/2020 10:47 AM
Final Approval Date: 08/13/2020		

2020 - 2021 GENERAL FUND PRELIMINARY PROPOSED BUDGET

General Fund Budget Office Recommendations			$ 218,940,099.53	
SUBTOTAL			**$ 218,940,100.00**	
SPONSORED ITEMS FOR COURT CONSIDERATION 8/11/20				
0440 District Attorney - DA Supplement	$ 5,704.00		$ 5,704.00	Approved 8/4/20
Transfer PCN 0047 Position out of County Attorney	$ (177,995.37)		$ (177,995.37)	Approved 8/11/20
Add PCN 0047 Funding in 0100-0409-004100	$ 177,995.37		$ 177,995.37	Approved 8/11/20
Removal of PCN 9985 from JP#1	$ (22,805.79)		$ (22,805.79)	Approved 8/11/20
Reduce 0100-0451-004100	$ (27,100.92)		$ (27,100.92)	Approved 8/11/20
Add Fulltime Court Clerk I Position to JP#3	$ 49,906.71		$ 49,906.71	Approved 8/11/20
0560 Sheriff's Office - Removal 25% of SRO Positions to Coincide with Contract End of 6/30/21	$ (244,120.99)		$ (244,120.99)	Approved 8/11/20
0560 Sheriff's Office - Removal of Assets associated with SRO Positions above	$ (623,982.50)		$ (623,982.50)	Approved 8/11/20
0560 Sheriff's Office - Reduce Line 003104 K9 Division	$ (2,300.00)		$ (2,300.00)	Approved 8/11/20
0560 Sheriff's Office - Reduce Line 003901 Publications (K9 Handler Subscription)	$ (800.00)		$ (800.00)	Approved 8/11/20
0560 Sheriff's Office - Reduce Line 003900 Memberships (K9 Memberships)	$ (1,375.00)		$ (1,375.00)	Approved 8/11/20
0640 Public Assistance - Increase of 1 bed (12 to 14) with Bluebonnet Trails Community Svcs	$ 228,132.00		$ 456,264.00	Approved 8/11/20
0570 Remove Four Corrections Officer Positions (PCNs 0374, 0519, 0426 and 0434)	$ (228,895.24)		$ (228,895.24)	Approved 8/11/20
0591 Pretrial - Add Four Pretrial Positions	$ 234,272.02		$ 234,272.02	Approved 8/11/20
0591 Pretrial FF&E for Four Positions	$ 48,540.00		$ 48,540.00	Approved 8/11/20
0591 Pretrial FF&E Reduce 4100 Professional Svcs	$ (53,916.78)		$ (53,916.78)	Approved 8/11/20
0503 Information Technology Svcs. - Ticket Writers Not Implemented in FY20	$ 116,450.00		$ 116,450.00	Approved 8/11/20
0503 Information Technology Svcs. - Additional 3 Weeks Succession Planning	$ 13,000.00		$ 13,000.00	Approved 8/11/20
0409 Non Departmental -Unemployment Insurance	$ 150,000.00		$ 150,000.00	Approved 8/11/20
0541 Emergency Management - Personal Protective Equipment	$ 150,000.00		$ 150,000.00	Approved 8/11/20
0401 Commissioners Court PIO - Add Drone	$ 439.00		$ 439.00	Approved 8/11/20
2% Lump Sum Merit for Civilians B and EX	$ 1,500,000.00		$ 1,449,481.55	Approved 8/11/20
0435 All Dist Cts Reduction to Third Administrative Judicial Region Payment	$ (7,295.59)			
0510 Parks Remove SW Regional Maintenance	$ (992,000.00)			
409 Non Dept Remove "what if" Succession Planning Slots	$ (43,060.00)			
409 Non Dept Reduce Professional Svcs	$ (100,000.00)			
409 Non Dept Reduce Contingencies	$ (100,000.00)			
0435 Reduce Court Appointed Attorney / Criminal	$ (138,751.00)			
0509 Facilities Reduce Janitorial Contract	$ (68,374.96)			
0409 Non Dept - Remove Professional Svcs Funding	$ (177,995.37)			
0401 Commissioners Court Dept - Create/Restore Position for Legal Counsel originally funded from PCN 0047	$ 177,995.37			
0510 Parks River Ranch Tree Management	$ 50,000.00			
Reclassification of PCNs 1713, 0182, 0183, 1212 and 0189 (Grade Only / No Fiscal Impact)	$ -		$ -	
Right of Way	$ 2,572,819.94			
0440 District Attorney - On Call Pay Increase from $300/wk to $600/wk / $15,600 (No Impact to Gen Fund)	$ -		$ -	Will go on Budget Order
0540/0341 One Time CoVID Hazard Pay of 1%	$ 122,821.05		$ -	No longer needed
0475 County Attorney - Reduce Budget on PCN# 0047 to Current Salary or Maximum as Allowed by Statute	$ (30,945.97)		$ -	Not Needed/Position Moved
ITEMS REMAINING FOR SPONSORSHIP				
SUBTOTAL	**$ 2,556,359.98**		**$ 1,468,760.06**	
GRAND TOTAL			**$ 220,408,860.06**	

2020 - 2021 ROAD AND BRIDGE FUND PRELIMINARY PROPOSED BUDGET

Road & Bridge Fund Budget Office Recommendations			$ 44,576,568.00
SUBTOTAL			**$ 44,576,568.00**
SPONSORED ITEMS FOR COURT CONSIDERATION 8/11/20			
2% Lump Sum Merit for Civilians B and EX			$ 176,192.64
SUBTOTAL	**$**	**-**	**$ 176,192.64**
GRAND TOTAL			**$ 44,752,760.64**
ITEMS REMAINING FOR SPONSORSHIP			
SUBTOTAL	$	-	**$ -**
GRAND TOTAL			**$ 44,752,760.64**

2020 - 2021 DEBT SERVICE FUND PRELIMINARY PROPOSED BUDGET

Debt Service Fund Budget Office Recommendations	$ 126,845,915.00
	$ 126,845,915.00
TOTAL	**$ 126,845,915.00**
General Fund, Road & Bridge Fund and Debt Service TOTAL	**$ 392,007,535.70**

Commissioners Court - Regular Session **68.**

Meeting Date: 08/18/2020

Set public hearing for Archive Plan for County Clerk

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

Department: County Clerk

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing advertising and setting a date for a public hearing on the 2020-2021 County Clerk's Records Archive Fund (0384) Plan for September 15, 2020 at 10:00 am.

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	08/12/2020 03:40 PM
Form Started By: Nancy Rister		Started On: 08/12/2020 11:31 AM
Final Approval Date: 08/12/2020		

Commissioners Court - Regular Session **69.**

Meeting Date: 08/18/2020

Request public hearing and Authorization to place ad

Submitted For: Lisa David **Submitted By:** Lisa David, District Clerk

Department: District Clerk

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing advertising and setting a date for public hearing on the 2020-2021 District Clerk's record Archive Fund(0387) Plan for September 15, 2020 at 10:15 am.

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	08/12/2020 04:51 PM
Form Started By: Lisa David		Started On: 08/12/2020 04:24 PM
Final Approval Date: 08/12/2020		

Commissioners Court - Regular Session **70.**

Meeting Date: 08/18/2020

2020 Interlocal Cooperation Agreement Influenza Flu Shot Doses For First Responders

Submitted For: Rebecca Clemons **Submitted By:** Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the County Judge to execute the Interlocal Cooperation Agreement Between Williamson County and Cities Health District and Williamson County, Texas For First Responder Influenza Vaccines for the 2020 Benefit Plan Year.

Background

For the 2020 Benefit Plan Year, the Influenza Vaccine doses only, will be provided by the Williamson County Cities Health District for Williamson County First Responders only. The EMS Department will administer to both EMS and 911 Departments. The medics within the Sheriff's Office will administer for their department. The cost incurred by Williamson County for the doses will be paid through the Williamson County Benefits Budget. All other employees/dependents covered through the County's Medical plans may obtain their Flu Shot at no cost to the member through their local pharmacy or Primary Care Physician.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WCCHD Interlocal Cooperation Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/13/2020 11:34 AM

Form Started By: Shelley Loughrey Started On: 08/12/2020 05:31 PM

Final Approval Date: 08/13/2020

INTERLOCAL COOPERATION AGREEMENT BETWEEN WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT AND WILLIAMSON COUNTY, TEXAS, FOR FIRST RESPONDER INFLUENZA VACCINES

RECITAL

This agreement ("Agreement") is an interlocal cooperation agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **Williamson County and Cities Health District** (hereinafter "Health District"), a local governmental entity in the State of Texas acting herein by and through its governing body, and **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, also acting herein by and through its governing body. For the public purpose of promoting and ensuring public health and safety, the Parties hereby enter into this Agreement as follows:

1. Effective Date and Term

This Agreement 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 3 below.

2. Influenza Vaccines for First Responders

In the interest of promoting the public health and safety and supporting The County's operations, the Health District will provide an estimated 545 doses to The County at a cost of $20.00 per dose to be administered by county personnel for the benefit of the following:

SO/Corrections – 350 Doses
EMS – 150 Doses
911 – 60 Doses

545 total doses x $20.00 for a cost of $10,900.00

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 County receives an invoice for the goods or services [in this case may be in the form of an e-mail]. Interest charges for any overdue payments shall be paid to Health District 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.

It is understood and agreed that The County shall be responsible for administration of doses (The EMS Department will administer to EMS First Responders and 911 and Sheriff's Office/Corrections Department will have the Jail Medics administer to the Corrections employees).

3. Termination

This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof prior to completion of the Agreement. In the event of termination, The County will remain liable for its pro rata share of services rendered and or goods actually received.

4. Notices

4.1. The Parties designate the following persons for receipt of notice:

If to Williamson County:
Name: Hon. Bill Gravell, Williamson County Judge
Address: 710 Main St.
Georgetown, Texas 78626

If to City of Health District:
Name: Derrick L. Neal, MPA, Executive Director
Address: 355 Texas Ave.
Round Rock, Texas 78664

4.2. The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

5. Miscellaneous

5.1. This is the complete agreement by and between the Parties on the subject matter of the Agreement. It supersedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the Parties to each other, written or oral, concerning the subject matter of this Agreement.

5.2. This Agreement may be modified only by a writing duly executed by each of the Parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and duly executed by each of the Parties.

5.3. 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.

5.4. The Parties mutually agree to act in good faith in the performance of this agreement.

5.5. Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

5.6. This agreement may not be assigned.

AGREED AND APPROVED;

WILLIAMSON COUNTY

By: _____ **Date:**_____
County Judge

HEALTH DISTRICT

By: Dietrick L. Neal _____ **Date:** **08/03/2020**
Authorized Representative

Commissioners Court - Regular Session **71.**

Meeting Date: 08/18/2020

Vector Solutions Training Software

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 approving agreement with Vector Solutions for TargetSolutions Training Software in the amount of $1,000, exempting this from the standard Williamson County Terms and Conditions, and authorizing execution of the agreement.

Background

The vendor has not agreed to a termination-for-convenience or Audit clause as recommended by Legal and Audit; e.g., 1) vendor is not willing to deviate from their standard contract language because they offer a SaaS (software as a service). Their contracts are paid annually in advance and their clients have access to the entire platform immediately, essentially someone could complete all the necessary training in a given set of months and then decide they do not want to pay for the rest of the year. Due to the size of the agreement and what is being asked within the Audit clause, the potential cost to TargetSolutions would far outweigh the value of the agreement; 2) the dollar amount here is only $1,000 a year for a 3-year commitment; and 3) there appears to be no significant risks or liability exposure related to this contract upon review by legal and audit. Funding source: 0542.4505, Department Contact: Hank Jones

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/04/2020 08:33 AM
Form Started By: Hank Jones		Started On: 08/03/2020 02:55 PM
Final Approval Date: 08/04/2020		

DocuSign Envelope ID: 8C5B7240-0A08-41F9-A6DF-C0AA856313F0

VECTOR SOLUTIONS

Quote ID
Q-44450

Valid Until
Saturday, August 15, 2020

Contact Name
Michael Esse

TargetSolutions Learning, LLC Agreement/Schedule A

Date: Wednesday, July 15, 2020

Client Information

Client Name: Williamson County Fire Marshal	
Address: 3189 Southeast Inner Loop Georgetown, TX 78626	
Primary Contact Name: Hank Jones	**Primary Contact Phone:** 512.930.3679

Agreement Term

Effective Date: 08/31/2020	**Initial Term:** 36 months

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Hank Jones

Billing Address: 3189 SE Inner Loop Georgetown, Texas 78626	**Billing Phone:** (512) 943-3679		
Billing Email: hank.jones@wilco.org	**PO#**:	**Billing Frequency:** Annual	**Payment Terms:** Net 30

Fees

Product	Description	Qty	Price	Sub Total
TargetSolutions Premier Membership Platform	Online training management platform for public entities and professionals	4	$151.25	$605.00
Maintenance Fee	Annual maintenance of the TargetSolutions Training platform.	1	$395.00	$395.00

Grand Total: **$1,000.00**

Please note this is not an invoice. An invoice will be sent within fourteen (14) business days.

Client Agreement

This Target Solutions Client Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC, d/b/a Vector Solutions ("TargetSolutions"), a Delaware limited liability company, powered by CrewSense, LLC ("CrewSense") and Halligan, Inc. ("Halligan") (collectively referred to herein as "TSL") and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. **Services.** TSL shall provide the following services:

   1.1. Access and Use. TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the software as a service ('Services") hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users").

   1.2. Availability. TSL shall use commercially reasonable efforts to provide access to and use of the Services by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.

   1.3. Help Desk. TSL will assist Users as needed on issues relating to usage via Help Desk five (5) days per week at scheduled hours.

   1.4. Upgrades and Updates. TSL may update or upgrade the Services at any time at its discretion. Without paying additional compensation, Client will receive access to any general upgrades and updates to the Services licensed from TSL, which upgrades and/or updates TSL makes generally available to its other clients. All updates and upgrades to the Services are subject to the terms and conditions of this Agreement.

2. **Client's Obligations.**

   2.1. Compliance. Client shall be responsible for Users' compliance with this Agreement and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.

   2.2. Identify Users. Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate; and (iv) when purchasing asset inventory management Services, identify stations, vehicles, drug safes, and other service specific details, as may be applicable.

   2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

   2.4. Additional Service Specific Client Obligations. The following subsections 2.4 (a) and 2.4 (b) apply only if Client is purchasing "Vector Solutions Incident Tracking Service":

   (a) Client acknowledges that all notifications it receives from Vector Solutions Incident Tracking Service may contain sensitive personal information and client shall ensure that such information is secured from transmissions and/or disclosure to unauthorized recipients. Client understands that TSL does not control or own the data contained in the notifications. Client agrees that it will be solely responsible for establishing a security system to prevent the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), Client bears the burden and expense of notifying any individual whose sensitive personal information may have been disclosed to the extent required by law. Client further agrees to handle the data in compliance with any applicable federal, state, or local laws or regulations, and that it will monitor employees using the Incident Tracking Service.

   (b) Client represents and warrants that it is not a health care provider, health plan, or health care clearinghouse (collectively, a "covered entity") as those terms are defined under the federal Health Information Portability and Accountability Act ("HIPAA"). Client further represents and warrants that it is not a business associate as that term is defined under HIPAA. Client further agrees to indemnify and hold TSL and its officers, members, agents and employees harmless from any and all claims and demands (including reasonable attorneys' fees associated with the same) made by Client and/or any third party due to or arising out of any claim that TSL is a covered entity or business associate, due to Client's use of the Incident Tracking Service.

3. **Fees and Payments.**

   3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees listed in Schedule A shall be increased by 3% per year both during the term of this Agreement, aswell as for any renewal terms. License fees do not include any shipping, duties, bank fees, sales, use, excise or similar taxes due. If TSL is required to pay any such amounts, Client shall reimburse TSL in full.

   3.2. Payments. All fees due under this Agreement must be paid in United States dollars or Canadian Dollars, as applicable to Client's location. Such charges will be made in advance, according to the frequency stated in Schedule A. TSL will invoice in advance, and such invoices are due net thirty (30) days from the invoice date. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.

   3.3. Suspension of Service for Overdue Payments. Any fees unpaid for more than ten (10) days past the due date shall bear interest at 1.5% per month. With fifteen (15) days prior written notice, TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to suspend Client's Users' access to the Services until all overdue payments are paid in full.

   3.4 Texas Prompt Payment Act Compliance: Notwithstanding any of the provisions stated above, payment for the Services to be provided hereunder 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 Client receives the Services under this Agreement; (2) the date the performance/provision of the Services under the Agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the Services. Interest charges for any overdue payments shall be paid by The 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 The 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

4. **Intellectual Property Rights.**

   4.1. Client acknowledges that TSL alone (and its licensors, where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, translations, compilations, partial copies, modifications, and updates, and the Services provided

by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.

4.2. Client recognizes that TSL regards the software it has developed to deliver the Services as its proprietary information and as confidential trade secrets of great value. Client agrees not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Authorized Users of Client without the prior written consent of TSL. Client further agrees to treat the Services with at least the same degree of care with which Client treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.3. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content or Services in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.

4.4. If Client chooses to participate by uploading its information to its shared resource sections of TSL's website, Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the shared resources section of TSL's website with TSL's third-party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

4.5 Proprietary Information and Texas Public Information Act: In addition to the provisions found herein, the following terms shall apply to the information exchanged pursuant to this Agreement. All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If TSL does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The Client will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the TSL, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the TSL.

5. **Term and Notice.**

5.1. Term. The term of this Agreement shall commence on the Effective Date and will remain in full force and effect for the term indicated in Schedule A ("Term"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date. Upon expiration of the Initial or any Renewal Term, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

5.2. Notice. All required notices hereunder by either party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth on the last page of this Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Either party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.

6. **Mutual Warranties and Disclaimer.**

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

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

THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES IS WITH CLIENT. TSL DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

6.3. WORKPLACE SAFETY IS YOUR RESPONSIBILITY. THAT DUTY CANNOT BE DELEGATED AND TSL ACCEPTS NO DELEGATION OF THAT DUTY. TSL WILL ASSIST YOU BY PROVIDING SPECIFIC SERVICES FOR WHICH YOU HAVE CONTRACTED.

7. **Miscellaneous.**

7.1. Limitation on Liability. Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL TSL BE LIABLE TO CLIENT OR TO ANY OF CLIENT'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS,EMPLOYEES, CONTRACTORS, AGENTS, OR REPRESENTATIVES; OR TO ANY THIRD PARTY FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES. CLIENT, ITS OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AT THEIR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO CLIENT, THE ABOVE LIMITATIONS AND EXCLUSIONS MIGHT NOT APPLY TO CLIENT.

7.2. Indemnification.

7.2.1 Indemnification by TSL. TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.

7.2.2 Indemnification by Client. To the extent permitted by applicable law, Client shall indemnify and hold TSL harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that any document, course, or intellectual property owned by Client or uploaded to the LMS by Client infringes or violates any intellectual property right of any person.

TSL and Client further agree that the indemnification provisions stated above, including any limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

7.3. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TSL may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.4 Force Majeure. TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

7.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.7. Export Regulations. All Content and Services and technical data delivered under this agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

7.8. Purchase Orders. Client may issue a purchase order for its convenience only, it being agreed by the Parties that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document issued by Client that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from the purchase order, unless both Parties expressly agree in writing to the particular conflicting term or condition, in which event the agreed term or condition will apply only with respect to that particular purchase order.

7.9. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between TSL and Client.

7.9.1 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 Client, the Williamson County Commissioners Court, or the Williamson County Judge.

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

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

TargetSolutions Learning, LLC
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

By: DocuSigned by: 28E18FD6534747C...

Printed Name: Alex Krill

Title: Director of Account Management

Date: 7/29/2020

Williamson County Fire Marshal
3189 Southeast Inner Loop
Georgetown, TX 78626

By: _____

Printed Name:

Title:

Date: _____

DocuSign Envelope ID: 8C5B7240-0A08-41F9-A6DF-C0AA856313F0

Commissioners Court - Regular Session **72.**

Meeting Date: 08/18/2020

North Austin MUD #1 (Rattan Creek) Standard 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 regarding approval and receipt of the Standard Agreement with North Austin Municipal Utility District #1 (Rattan Creek) regarding off duty contracting of County Sheriff Deputies to be effective October 1, 2020.

Background

This renewal agreement gives permission for North Austin MUD #1 (Rattan Creek) to contract County Deputies in a private capacity and the County to invoice North Austin MUD #1 for deputies' vehicle usage. The term of this agreement shall begin on October 1, 2020 and will have two additional one year automatic renewals on October 1, 2021 and October 1, 2022. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2023 (FY'2024).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

North Austin MUD #1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/06/2020 08:19 AM
Form Started By: Starla Hall		Started On: 08/03/2020 01:41 PM
Final Approval Date: 08/06/2020		

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

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

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

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce "district policies" or "house rules" of the District. The DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractor relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on October 1, 2020, and shall terminate on September 30, 2021, and will have two additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2021 and October 1, 2022. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY 2024.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $8.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. LGE agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

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

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

9. LGE agrees that it shall pay deputies directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

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

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

[*Signature Pages Follow*]

LGE:

NORTH AUSTIN MUNICIPAL UTILITY DISTRICT NO. 1

Signature: _____

Printed Name: Donald G. Conklin

Title: President, Board of Directors

Date: July 15, 2020

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Robert Chody

Signature of Official: _____

Date: 8-3-20, 2020

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

COUNTERPART SIGNATURE PAGE TO STANDARD AGREEMENT WITH LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY SERVICES OF COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR CONFIRMATION OF BUDGETARY AUTHORIZATION RELATED TO USE OF VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By:_____

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

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

Commissioners Court - Regular Session **73.**

Meeting Date: 08/18/2020

2013 Park Bond Budget Transfer

Submitted By: Emmeline Hawkins, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2013 Park Bond Budget Transfer to move $62,692.70 from Expo Horse Stall Barn (P474) to Expo Concession & Restrooms (P475).

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	08/10/2020 01:58 PM

Form Started By: Emmeline Hawkins Started On: 08/10/2020 10:57 AM

Final Approval Date: 08/10/2020

Commissioners Court - Regular Session **74.**

Meeting Date: 08/18/2020

2013 Road Bond Budget Transfer

Submitted By: Emmeline Hawkins, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $300,000 from 2013 Road Non-Departmental (P290) to Seward Junction SE (P271). Also, to move $2,000,000 from University Blvd Widening (P227) to University Blvd/Chandler Rd Expansion (P327).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Road Bond

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/12/2020 08:19 AM

Form Started By: Emmeline Hawkins Started On: 08/11/2020 06:06 PM

Final Approval Date: 08/12/2020

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Emmeline Hawkins
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

August 11, 2020

Re: 2013 Road Bond Budget Adjustment

Dear Ms. Hawkins,

Please make the following project budget adjustments to the 2013 Road Bond Program:

- Move $300,000.00 from P290 2103 Unallocated to P271 Seward Junction SE;
- Move $2,000,000.00 from P227 University Blvd. Widening (I35 to Sunrise) to P327 University Blvd/Chandler Rd Expansion (AW Grimes to SH130).

If you have any questions, please let me know.

Thank you

Michael J. Weaver

Cc: Pam Navarrette, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Christen Eschberger, P.E., HNTB
Marie Walters, HNTB

Commissioners Court - Regular Session **75.**

Meeting Date: 08/18/2020

Constable Precinct One Budget Amendment for Vehicle Repairs

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 and approve a budget amendment to acknowledge the additional expenditures for the General Fund.

Background

To recognize insurance proceeds and the associate expenditures related to damaged Constable Precinct One vehicles.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0551.004541	Vehicle Reparis & Maint	$1,361.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/12/2020 08:18 AM
Form Started By: Pam Navarrette		Started On: 08/11/2020 03:30 PM
Final Approval Date: 08/12/2020		

Commissioners Court - Regular Session **76.**

Meeting Date: 08/18/2020

Constable Precinct One Budget Amendment for Vehicle Repairs

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 an unforeseeable circumstance and approve a budget amendment to acknowledge additional revenues for the General Fund.

Background

The budget amendment recognizes insurance proceeds for repairs to a damaged Constable Precinct One vehicles.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	$1,361.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/12/2020 08:18 AM
Form Started By: Pam Navarrette		Started On: 08/11/2020 03:38 PM
Final Approval Date: 08/12/2020		

Commissioners Court - Regular Session **77.**

Meeting Date: 08/18/2020

Order Authorizing Defeasance and Redemption of Unlimited Tax Road Bonds, Series 2014

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consideration and possible action regarding an "Order Authorizing the Defeasance and Redemption of Certain of the County's Outstanding Unlimited Tax Road Bonds, Series 2014."

Background

Attached is a copy of the Order to Defease and redeem approximately $42 million of the County's Outstanding Unlimited Tax Road Bonds, Series 2014. These items are being paid from the Debt Service Fund. All documents have been reviewed and prepared by Carol Polumbo, Bond Counsel, of McCall Parkhurs and Horton. Dan Wegmiller, Financial Advisor, of Specialized Public Finance will be available to answer any questions.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Defeasance Order Unlimited Tax Road Bonds, Series 2014

Escrow Agreement for Defeasance

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/13/2020 09:02 AM
Form Started By: Julie Kiley		Started On: 08/12/2020 06:55 PM
Final Approval Date: 08/13/2020		

ORDER AUTHORIZING THE DEFEASANCE AND REDEMPTION OF CERTAIN OF THE COUNTY'S OUTSTANDING UNLIMITED TAX ROAD BONDS, SERIES 2014

WHEREAS, Williamson County, Texas (the "County") has duly issued and there is now outstanding the following obligations:

> Williamson County, Texas Unlimited Tax Road Bonds, Series 2014, outstanding in the aggregate principal amount of $85,390,000 (the "Series 2014 Road Bonds"); and

WHEREAS, the Commissioners Court of the County deems it to be in the best interest of the County to use lawfully available funds to defease and redeem a portion of the Series 2014 Road Bonds on the first available redemption date after the giving of notice and compliance with the provisions of the order authorizing the issuance of the Series 2014 Road Bonds (the "Defeased Bonds"). The amount of the Series 2014 Road Bonds defeased and redeemed may be adjusted as approved by the County Auditor based on available funds and final interest rates for escrow securities.

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

Section 1. The County hereby calls for redemption the Defeased Bonds. Attached to this Order as Exhibit "A" and made a part hereof for all purposes, is a copy of the notice of redemption for the Defeased Bonds in substantially final form with such changes approved by the County Auditor. The County Auditor, Bond Counsel and the paying agent for the Defeased Bonds are hereby authorized to take all actions necessary to effectuate the redemption of such obligations, including sending all notices of such redemption required by the orders authorizing the Defeased Bonds.

Section 2. The County hereby determines and authorizes that lawfully available funds sufficient to defease and redeem all or any portion of the Defeased Bonds shall be deposited with BOKF, N.A., as Escrow Agent for such obligations, pursuant to the terms of an Escrow Agreement by and between the County and BOKF, N.A. (the "Escrow Agreement"). The Escrow Agreement in substantially the form and substance attached hereto as Exhibit "B" is hereby approved, and the County Auditor is hereby authorized to complete, amend, modify and execute the Escrow Agreement, as necessary. The County hereby determines and authorizes that such funds deposited under the Escrow Agreement shall be used to defease and redeem the Defeased Bonds.

Section 3. The County Auditor is hereby authorized to transfer County funds as necessary to defease and redeem the Defeased Bonds.

Section 4. The County Judge and the County Auditor and all other officers, employees and agents of the County, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things, including giving any notices as may be required by the County's continuing disclosure

obligations, if any, with respect to the Defeased Bonds and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order or the order authorizing the Defeased Bonds.

Section 5. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Order would have been enacted without such invalid provision.

Section 6. This Order shall be in full force and effect immediately upon its passage and approval.

EXHIBIT "A"

NOTICE OF DEFEASANCE AND REDEMPTION

NOTICE IS HEREBY GIVEN that Williamson County, Texas (the "County") has defeased and called for redemption the outstanding bonds of the County described below at a price of par plus accrued interest to such date of redemption, to-wit:

Williamson County, Texas Unlimited Tax Road Bonds, Series 2014, maturing on February 15 as further described below (, the "Defeased Bonds")

CUSIP Number*	Maturity Date (February 15)	Principal Amount**	Interest Rate	Redemption Date
969887A68	2033	$1,910,000	4.000%	February 15, 2024
969887Q76	2034	$5,205,000	4.000%	February 15, 2024
969887Q84	2035	$5,420,000	4.000%	February 15, 2024
969887Q92	2036	$5,640,000	4.000%	February 15, 2024
969887R42	2037	$5,870,000	4.000%	February 15, 2024
969887R59	2038	$6,140,000	5.000%	February 15, 2024
969887R26	2039	$6,455,000	5.000%	February 15, 2024

_____
* The CUSIP Numbers are provided for the convenience of the holders of the Bonds. The County and the Paying Agent do not warrant the accuracy of the CUSIP Numbers, and neither shall be responsible for any error of any nature relating to CUSIP Numbers.
** Preliminary, subject to change.

The Defeased Bonds shall be redeemed upon presentation at a principal corporate office of BOKF, NA dba Bank of Texas, Dallas, Texas, as paying agent/registrar for the Defeased Bonds, at the addresses set forth below. Interest on the Defeased Bonds shall cease to accrue from and after the Redemption Date.

If by Mail or Overnight Mail:

BOKF, NA
Corporate Trust Services
111 Fillmore Ave E
St. Paul, MN 55107

Bond Holder Communications:
866.429.7481

In compliance with section 3406 of the Internal Revenue Code of 1986, as amended, payors making certain payments due on debt securities may be obligated to deduct and withhold a portion of such payment from the remittance to any payee who has failed to provide such payor with a valid taxpayer identification number. To avoid the imposition of this withholding tax, such payees should submit a certified taxpayer identification number when surrendering bonds for redemption.

WILLIAMSON COUNTY, TEXAS

EXHIBIT "B"

ESCROW AGREEMENT

ESCROW AGREEMENT

Defeasance and Redemption of Certain Williamson County, Texas
Unlimited Tax Road Bonds, Series 2014

THIS ESCROW AGREEMENT, dated as of _____, 2020 (herein, together with any amendments or supplements hereto, called the "Agreement"), entered into by and between Williamson County, Texas (the "Issuer") and BOKF, NA Dallas, Texas as escrow agent (together with any successor in such capacity, the "Escrow Agent"). The addresses of the Issuer and the Escrow Agent are shown on Exhibit "A" attached hereto and made a part hereof.

W I T N E S S E T H:

WHEREAS, the Issuer heretofore issued and there presently remain outstanding the obligations described in the Verification Report of _____ (the "Report") relating to the Defeased Obligations, attached hereto as Exhibit "B" and made a part hereof; and

WHEREAS, the Defeased Obligations are scheduled to mature in such years, bear interest at such rates, and be payable at such times and in such amounts as are set forth in the Report; and

WHEREAS, when firm banking arrangements have been made for the payment of principal and interest to the maturity or redemption dates of the Defeased Obligations, then the Defeased Obligations shall no longer be regarded as outstanding except for the purposes of receiving payment from the funds provided for such purpose and Issuer's right to call such Defeased Obligations for redemption in accordance with the provisions of the resolution, order or ordinance authorizing their issuance upon compliance with the provisions of Texas law; and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207"), authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with an eligible institution, including any place of payment (paying agent) for any of the Defeased Obligations, and such deposit, if made before such payment dates and in sufficient amounts, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Defeased Obligations; and

WHEREAS, Chapter 1207 further authorizes the Issuer to enter into an escrow agreement with any such eligible institution for any of the Defeased Obligations with respect to the safekeeping, investment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such institution may agree, provided that such deposits may be invested only in obligations authorized by Chapter 1207, and which shall mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment of principal and interest on the Defeased Obligations when due; and

WHEREAS, this Agreement constitutes an escrow agreement of the kind authorized and required by said Chapter 1207; and

WHEREAS, BOKF, NA is the paying agent for the Defeased Obligations; and

WHEREAS, Chapter 1207 makes it the duty of the Escrow Agent to comply with the terms of this Agreement and timely make available to the other places of payment (paying agents) for the Defeased Obligations the amounts required to provide for the payment of the principal of and interest on such obligations when due, and in accordance with their terms, but solely from the funds, in the manner, and to the extent provided in this Agreement; and

WHEREAS, the Issuer's is making a cash deposit to provide for the payment of the principal of the Defeased Obligations at their respective maturity dates or dates of redemption and the interest thereon to such dates as set forth in the Report; and

WHEREAS, the Issuer desires that certain available funds of the Issuer shall be applied to purchase certain direct obligations of the United States of America hereinafter defined as the "Escrowed Securities" for deposit to the credit of the Escrow Fund created pursuant to the terms of this Agreement and to establish a beginning cash balance (if needed) in such Escrow Fund; and

WHEREAS, the Escrowed Securities shall mature and the interest thereon shall be payable at such times and in such amounts so as to provide moneys which, together with cash balances from time to time on deposit in the Escrow Fund, will be sufficient to pay interest on the Defeased Obligations as it accrues and becomes payable and the principal of the Defeased Obligations on their respective maturity dates or dates of redemption; and

WHEREAS, to facilitate the receipt and transfer of proceeds of the Escrowed Securities, particularly those in book entry form, the Issuer desires to establish the Escrow Fund at the principal corporate trust office of the Escrow Agent; and

WHEREAS, the Escrow Agent and any paying agent for the Defeased Obligations, acting through the Escrow Agent, is also a party to this Agreement, as a paying agent for the Defeased Obligations to acknowledge their acceptance of the terms and provisions of this Agreement in such capacity.

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, the sufficiency of which are hereby acknowledged, and in order to secure the full and timely payment of principal of and the interest on the Defeased Obligations, the Issuer and the Escrow Agent mutually undertake, promise, and agree for themselves and their respective representatives and successors, as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATIONS

Section 1.01. Recitals. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in the Section.

Section 1.02. Definitions. Unless the context clearly indicates otherwise, the following terms shall have the meanings assigned to them below when they are used in this Agreement:

"Code" means the Internal Revenue Code of 1986, as amended, or to the extent applicable the Internal Revenue Code of 1954, together with any other applicable provisions of any successor federal income tax laws.

"**Escrow Fund**" means the fund created by this Agreement to be administered by the Escrow Agent pursuant to the provisions of this Agreement.

"**Escrowed Securities**" means the direct noncallable, not pre-payable United States Treasury obligations and obligations the due timely payment of which is unconditionally guaranteed by the United States of America described in the Report or cash or other direct obligations of the United States of America substituted therefor pursuant to Article IV of this Agreement.

"Paying Agent" means BOKF, NA acting in its capacity as paying agent for the Defeased Obligations.

Section 1.03. Other Definitions. The terms "Agreement," "Issuer," "Escrow Agent," "Paying Agent," "Defeased Obligations" and "Report" when they are used in this Agreement, shall have the meanings assigned to them in the preamble to this Agreement.

Section 1.04. Interpretations. The titles and headings of the articles and sections of this Agreement have been inserted for convenience and reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Defeased Obligations in accordance with applicable law.

ARTICLE II
DEPOSIT OF FUNDS

Section 2.01. Deposits in the Escrow Fund. The Issuer shall deposit, or cause to be deposited, with the Escrow Agent, for deposit in the Escrow Fund, the funds described in the Report, and the Escrow Agent shall, upon the receipt thereof, acknowledge such receipt to the Issuer in writing.

ARTICLE III
CREATION AND OPERATION OF ESCROW FUND

Section 3.01. Escrow Fund. Section 3.01. **Escrow Fund**. The Escrow Agent has created on its books a special trust fund and irrevocable escrow to be known as Williamson County, Texas Unlimited Tax Road Bonds, Series 2014 (Unlimited Tax Road Bonds 2014, 2020 Cash Defeasance) (the "Escrow Fund"). The Escrow Agent hereby agrees that upon receipt thereof it will irrevocably deposit to the credit of the Escrow Fund the funds and the Escrowed Securities described in the Report. Such deposit, all proceeds therefrom, and all cash balances from time to time on deposit therein (a) shall be the property of the Escrow Fund, (b) shall be applied only in strict conformity with the terms and conditions of this Agreement, and (c) are hereby irrevocably

pledged to the payment of the principal of and interest on the Defeased Obligations, which payment shall be made by timely transfers of such amounts at such times as are provided for in Section 3.02 hereof. When the final transfers have been made for the payment of such principal of and interest on the Defeased Obligations, any balance then remaining in the Escrow Fund shall be transferred to the Issuer, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.02. **Payment of Principal and Interest**. The Escrow Agent is hereby irrevocably instructed to transfer from the cash balances from time to time on deposit in the Escrow Fund, the amounts required to pay the principal of the Defeased Obligations at their respective maturity dates and interest thereon to such maturity dates in the amounts and at the times shown in the Report.

Section 3.03. **Sufficiency of Escrow Fund**. The Issuer represents that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide moneys for transfer to the Paying Agent at the times and in the amounts required to pay the interest on the Defeased Obligations as such interest comes due and the principal of the Defeased Obligations as the Defeased Obligations mature, all as more fully set forth in the Report. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by the Paying Agent for the Defeased Obligations to make the payments set forth in Section 3.02 hereof, the Issuer shall timely deposit in the Escrow Fund, from any funds that are lawfully available therefor, additional funds in the amounts required to make such payments. Notice of any such insufficiency shall be given as promptly as practicable as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund or the Issuer's failure to make additional deposits thereto.

Section 3.04. **Trust Fund**. The Escrow Agent shall hold at all times the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund, wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrowed Securities and other assets of the Escrow Fund shall always be maintained by the Escrow Agent as trust funds for the benefit of the owners of the Defeased Obligations; and a special account thereof shall at all times be maintained on the books of the Escrow Agent. The owners of the Defeased Obligations shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof, and all other assets of the Escrow Fund to which they are entitled as owners of the Defeased Obligations. The amounts received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the Issuer, and the Escrow Agent shall have no right to title with respect thereto except as a constructive trustee and Escrow Agent under the terms of this Agreement. The amounts received by the Escrow Agent under this Agreement shall not be subject to warrants, drafts or checks drawn by the Issuer or, except to the extent expressly herein provided, by the Paying Agent.

Section 3.05. **Security for Cash Balances**. Cash balances from time to time on deposit in the Escrow Fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured by a pledge of direct obligations of, or obligations unconditionally guaranteed by, the United States of America, having a market value at least equal to such cash balances.

ARTICLE IV
LIMITATION ON INVESTMENTS

Section 4.01. **Limitation on Investments**. Except as provided in Sections 3.02, 4.02, 4.03 and 4.04 hereof, the Escrow Agent shall not have any power or duty to invest or reinvest any money held hereunder, or to make substitutions of the Escrowed Securities, or to sell, transfer or otherwise dispose of the Escrowed Securities.

Section 4.02. **Reinvestment of Certain Cash Balances in Escrow by Escrow Agent**. In addition to the Escrowed Securities listed in the Report, the Escrow Agent shall reinvest cash balances shown in the Report in United States Treasury Obligations - State and Local Government Series with an interest rate equal to zero percent (0%) to the extent such Obligations are available from the Department of the Treasury. All such re-investments shall be made only from the portion of cash balances derived from the maturing principal of and interest on Escrowed Securities that are United States Treasury Certificates of Indebtedness, Notes or Bonds - State and Local Government Series. All such re-investments shall be acquired on and shall mature on the dates shown on the Report.

Section 4.03. **Substitutions and Reinvestments**. At the discretion of the Issuer, the Escrow Agent shall reinvest cash balances representing receipts from the Escrowed Securities, make substitutions of the Escrowed Securities or redeem the Escrowed Securities and reinvest the proceeds thereof or hold such proceeds as cash, together with other moneys or securities held in the Escrow Fund provided that the Issuer delivers to the Escrow Agent the following:

(1) an opinion by an independent certified public accountant that after such substitution or reinvestment the principal amount of the securities in the Escrow Fund (which shall be noncallable, not pre-payable direct obligations of the United States of America), together with the interest thereon and other available moneys, will be sufficient to pay, without further investment or reinvestment, as the same become due in accordance with the Report, the principal of, interest on and premium, if any, on the Defeased Obligations which have not previously been paid, and

(2) an unqualified opinion of nationally recognized municipal bond counsel to the effect that (a) such substitution or reinvestment will not cause the Defeased Obligations to be "arbitrage bonds" within the meaning of Section 103 of the Code or the regulations thereunder in effect on the date of such substitution or reinvestment, or otherwise make the interest on the Defeased Obligations subject to federal income taxation, and (b) such substitution or reinvestment complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Defeased Obligations.

The Escrow Agent shall have no responsibility or liability for loss or otherwise with respect to investments made at the direction of the Issuer.

Section 4.04. **Substitution for Escrowed Securities**. Concurrently with the initial deposit by the Issuer with the Escrow Agent, but not thereafter, the Issuer, at its option, may substitute cash or direct noncallable and not pre-payable obligations of the United States Treasury (the "Substitute Obligations"), but only if such Substitute Obligations

(a) are in an amount, and/or mature in an amount, which is equal to or greater than the amount payable on the maturity date of the obligation listed in the Report for which such Substitute Obligation is substituted,

(b) mature on or before the maturity date of the obligation listed in the Report for which such Substitute Obligation is substituted, and

(c) produce the amount necessary to pay the interest on and principal of the Defeased Obligations, as set forth in the Report, as verified by a certified public accountant or a firm of certified public accountants.

If, concurrently with the initial deposit by the Issuer with the Escrow Agent, any such Substitute Obligations are so substituted for any Escrowed Securities, the Issuer may, at any time thereafter, substitute for such Substitute Obligations the same Escrowed Securities for which such Substitute Obligations originally were substituted.

Section 4.05. Arbitrage. The Issuer hereby covenants and agrees that it shall never request the Escrow Agent to exercise any power hereunder or permit any part of the money in the Escrow Fund or proceeds from the sale of Escrowed Securities to be used directly or indirectly to acquire any securities or obligations if the exercise of such power or the acquisition of such securities or obligations would cause any Refunding Obligations or Defeased Obligations to be an "arbitrage bond" within the meaning of the Code.

ARTICLE V
APPLICATION OF CASH BALANCES

Section 5.01. **In General**. Except as provided in Sections 3.02, 4.02, 4.03 and 4.04 hereof, no withdrawals, transfers, or reinvestment shall be made of cash balances in the Escrow Fund.

ARTICLE VI
RECORDS AND REPORTS

Section 6.01. Records. The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the Issuer and the owners of the Defeased Obligations.

Section 6.02. Reports. While this Agreement remains in effect, the Escrow Agent annually shall prepare and send to the Issuer a written report summarizing all transactions relating to the Escrow Fund during the preceding year, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund for payments on the Defeased Obligations or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

ARTICLE VII
CONCERNING THE PAYING AGENT AND ESCROW AGENT

Section 7.01. Representations. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

Section 7.02. Limitation on Liability. The liability of the Escrow Agent to transfer funds for the payment of the principal of and interest on the Defeased Obligations shall be limited to the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, neither the Escrow Agent nor the Paying Agent shall have any liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund, except for the obligation to notify the Issuer as promptly as practicable of any such occurrence.

The recitals herein and in the proceedings authorizing the Refunding Obligations shall be taken as the statements of the Issuer and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. The Escrow Agent is not a party to the proceedings authorizing the Defeased Obligations and is not responsible for nor bound by any of the provisions thereof (except as a place of payment and paying agent and/or a Paying Agent/Registrar therefor). In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Agreement.

The Escrow Agent makes no representations as to the value, conditions or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the Issuer thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall not incur any liability or responsibility in respect to any of such matters.

It is the intention of the parties hereto that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its negligence or willful misconduct.

Unless it is specifically otherwise provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the Issuer with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund, to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in event of error in making such determination the Escrow Agent shall be liable only for its own willful misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the Issuer or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, among others, the Issuer at any time.

Section 7.03. Compensation. Concurrently with the sale and delivery of the Refunding Obligations, the Issuer shall pay to the Escrow Agent, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Agreement, the amount set forth in Exhibit C attached hereto, the sufficiency of which is hereby acknowledged by the Escrow Agent. In the event that the Escrow Agent is requested to perform any extraordinary services hereunder, the Issuer hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services, and the Escrow Agent hereby agrees to look only to the Issuer for the payment of such fees and reimbursement of such expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

Section 7.04. Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should become unable, through operation or law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the Issuer, by appropriate action, promptly shall appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the Issuer within 60 calendar days, a successor may be appointed by the owners of a majority in principal amount of the Defeased Obligations then outstanding by an instrument or instruments in writing filed with the Issuer, signed by such owners or by their duly authorized attorneys-in-fact. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the owner of any Defeased Obligation may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be a corporation organized and doing business under the laws of the United States or the State of Texas, authorized under such laws to exercise corporate

trust powers, authorized under Texas law to act as an escrow agent, having its principal office and place of business in the State of Texas, having a combined capital and surplus of at least $5,000,000 and subject to the supervision or examination by Federal or State authority.

Any successor Escrow Agent shall execute, acknowledge and deliver to the Issuer and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties.

The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the trust hereby created by giving not less than sixty (60) days' written notice to the Issuer and publishing notice thereof, specifying the date when such resignation will take effect, in a newspaper printed in the English language and with general circulation in New York, New York, such publication to be made once at least three (3) weeks prior to the date when the resignation is to take effect. No such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the owners of the Defeased Obligations or by the Issuer as herein provided and such successor Escrow Agent shall be a paying agent for the Defeased Obligations and shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

Under any circumstances, the Escrow Agent shall pay over to its successor Escrow Agent proportional parts of the Escrow Agent's fee and, if applicable, its Paying Agent's fee hereunder.

ARTICLE VIII
MISCELLANEOUS

Section 8.01. Notice. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed to the Issuer or the Escrow Agent at the address shown on Exhibit "A" attached hereto. The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) calendar days prior notice thereof. Prior written notice of any amendment to this Agreement contemplated pursuant to Section 8.08 and immediate written notice of any incidence of a severance pursuant to Section 8.04 shall be sent to Standard & Poor's Corporation, Attn: Municipal Bond Department, 25 Broadway, New York, New York 10004 and Fitch, Inc., One State Street Plaza, New York, New York 10004.

Section 8.02. Termination of Responsibilities. Upon the taking of all the actions as described herein by the Escrow Agent, the Escrow Agent shall have no further obligations or responsibilities hereunder to the Issuer, the owners of the Defeased Obligations or to any other person or persons in connection with this Agreement.

Section 8.03. Binding Agreement. This Agreement shall be binding upon the Issuer and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the owners of the Defeased Obligations, the Issuer, the Escrow Agent and their respective successors and legal representatives.

Section 8.04. 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 provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 8.05. Texas Law Governs. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 8.06. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

Section 8.07. Effective date of Agreement. This Agreement shall be effective upon receipt by the Escrow Agent of the funds described in the Report, together with the specific sums stated in subsections (a) and (b) of Section 7.03 for Escrow Agent and paying agency fees, expenses, and services.

Section 8.08. Amendments. This Agreement shall not be amended except to cure any ambiguity or formal defect or omission in this Agreement. No amendment shall be effective unless the same shall be in writing and signed by the parties thereto. No such amendment shall adversely affect the rights of the holders of the Defeased Obligations.

Section 8.09. Counterparts. This Agreement may be executed in one or more counterparts, each and all of which shall constitute one and the same instrument.

Section 8.10. Anti-Boycott. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Chapter 2271, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing the deal with, terminating business activities, with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Escrow Agent understand 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Escrow Agent and exists to make a profit.

Section 8.11. Terrorist Organizations. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts

under Section 2252.153 or Section 2270.0201**,** Texas Government Code**,** and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf**.**

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Escrow Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Escrow Agent understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Escrow Agent and exists to make a profit.

[The Remainder of This Page is Intentionally Left Blank]

EXECUTED as of the date first written above.

WILLIAMSON COUNTY, TEXAS

By: _____

Name: Jerri L. Jones
Title: County Auditor
Williamson County, Texas
710 Main Street
Georgetown, Texas 78626

BOKF, NA

By_____
Authorized Signatory

EXHIBIT "A"

ADDRESSES OF THE ISSUER AND THE ESCROW AGENT

Issuer

Williamson County, Texas
710 Main Street
Georgetown, Texas 78626
Attn: County Auditor

Escrow Agent

BOKF, NA
5956 Sherry Lane, Suite 1201
Dallas, Texas 75225

EXHIBIT "B"

VERIFICATION REPORT

[See Separate Tab This Transcript]

EXHIBIT "C"

ESCROW AGENT FEE SCHEDULE

Commissioners Court - Regular Session **78.**

Meeting Date: 08/18/2020

First Amendment Hutto Reinvestment Zone Number One

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a First Amendment to the Interlocal Agreement Regarding Tax Increment Financing in relation to the Hutto Reinvestment Zone Number One between the City of Hutto and Williamson County whereby Williamson County's payment date of the County Tax Increment Participation would be amended to May 1st, and the City of Hutto would be required to provide the Williamson County Appraisal District and the Williamson County Tax Assessor Collector the list of Public Improvement District and Tax Increment Reinvestment Zone parcels each year by September 1st.

Background

The Hutto Reinvestment Zone Board No. 1 met on August 5th to approve an amendment to the Final Zone Project Plan and Zone Finance Plan and the Tax Increment Financing Agreement between Williamson County and the City of Hutto. This Amendment changes the payment due date by the County to the City to May 1st. It also corrects the base year which was originally presented as zero.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

First Amendment to Hutto TIRZ No. 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/13/2020 09:03 AM
Form Started By: Julie Kiley		Started On: 08/12/2020 07:08 PM
Final Approval Date: 08/13/2020		

FIRST AMENDMENT TO
INTERLOCAL AGREEMENT REGARDING TAX INCREMENT FINANCING

This First Amendment to the Interlocal Agreement Regarding Tax Increment Financing is made by and between WILLIAMSON COUNTY (the "County"), a political subdivision of the State of Texas, the CITY OF HUTTO, (the "City"), a municipal corporation and home-rule city of the State of Texas, and the HUTTO REINVESTMENT ZONE NUMBER ONE, City of Hutto, Texas (the "Zone" or "TIF"), a reinvestment zone created by the City pursuant to Chapter 311 of the Texas Tax Code, acting by and through its Board of Directors (collectively, the "Parties").

WHEREAS, the City has created the Zone pursuant to Chapter 311, of the Texas Tax Code, entitled the Tax Increment Financing Act (the "Act"); and

WHEREAS, Section 311.013(f) of the Act provides that the County may enter into an agreement with the governing body which created the Zone to participate in the payments of tax increments for certain project costs as agreed upon by the County and said governing body; and

WHEREAS, said agreement may include conditions for payment of that tax increment into a tax increment fund and must specify the portion of said tax increment to be paid into said fund, along with the term of said payments; and

WHEREAS, the Parties desire to amend the Interlocal Agreement to change the County's payment date of the County Tax Increment Participation to May 1, and require the City to provide the Williamson County Appraisal District and the Williamson County Tax Assessor Collector the list of PID and TIRZ parcels each year by September 1; and

WHEREAS, the Parties agree that the other terms and conditions as set forth in **"Exhibit A"**, that document entitled ***"Interlocal Agreement Regarding Tax Increment Financing"*** executed January 18, 2018 ("Agreement"), attached hereto and fully incorporated herein, shall remain in full force and effect.

NOW THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Buyer and Seller agree that said Agreement is amended as follows:

Agreement:

1. Article III(B) of the Agreement is hereby amended to read as follows:

The County is not obligated to pay the County Tax Increment Participation from any source other than taxes collected on the Captured Appraised Value, not including taxes collected resulting from the Road & Bridge Tax Rate or the Debt Service Tax Rate. Furthermore, the County has no duty or obligation to pay the County Tax Increment Participation from any other County taxes or revenues, or until the County Tax Increment Participation in the Zone is actually collected. The obligation to pay the County Tax Increment Participation accrues as the County collects taxes

representing the County Tax Increment Participation, and payment shall first be due May 1 of each year when any eligible taxes from the Zone are collected and thereafter yearly, on May 1. No interest or penalty will be charged to the County for any late payment received from the County; provided, however, the penalty and interest received by the County on any delinquent taxes from the County Tax Increment Participation shall be paid to the Tax Increment Fund less any collection fees and expenses. Any portion of the taxes representing the County Tax Increment Participation that are paid to the County and subsequently refunded to the tax payer pursuant to the provision of the Texas Tax Code shall be offset against future payments to the Tax Increment Fund.

2. Article IV of the Agreement is hereby amended by adding a new subsection G to read as follows:

G. Annual Service Plan Update and Updated Parcel List. The City shall submit annually, by September 1, to the Williamson County Appraisal District and the Williamson County Tax Assessor Collector, updates to the Assessment Roll and the Annual Service Plan Update. The City shall also submit annually, by September 1, to the Williamson County Appraisal District and the Williamson County Tax Assessor Collector, an updated list of Parcels within the Zone.

3. Capitalized terms not otherwise defined in this First Amendment shall have the meanings ascribed to them in the Agreement.

4. Except as amended hereby, the Agreement as originally written remains in full force and effect.

5. This First Amendment may be executed in multiple counterparts, which, when combined together, shall constitute an original of this First Amendment. In addition, facsimile signatures of the parties shall be effective on all counterparts of this First Amendment.

6. This, First Amendment together with the Agreement, embodies the entire agreement of the parties hereto, and is binding upon and inures to the benefit of the parties to this First Amendment and their respective heirs, executors, administrators, personal representatives, legal representatives, successors and assigns and incorporates all previous correspondence or communication, whether written or oral. The Agreement, as amended hereby, can only be further modified or varied by written instrument subscribed to by the parties hereto.

IN WITNESS WHEREOF, the City, the County and the Zone have made and have executed this Agreement in multiple copies, each of which is an original.

WILLIAMSON COUNTY

By:_____

BILL GRAVELL, JR.
COUNTY JUDGE

Date:

CITY OF
HUTTO

By:_____
DOUG GAUL
MAYOR

_____ _____
Attest Date:

HUTTO REINVESTMENT ZONE
NUMBER ONE,
CITY OF HUTTO, TEXAS

By:_____

Printed Name: _____

Title: CHAIRMAN, BOARD OF DIRECTORS

_____ _____
Attest Date:

Commissioners Court - Regular Session **79.**

Meeting Date: 08/18/2020

Amendment to Final Zone Project Plan and Zone Finance Plan for Hutto Reinvestment Zone No. 1

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a proposed amendment to the Final Zone Project Plan and Zone Finance Plan for the Hutto Reinvestment Zone No. 1 whereby the Method of Finance would be amended to provide that the corrected base taxable value for calculation of the Hutto Reinvestment Zone No. 1 Revenues is $1,256,087.00.

Background

The Hutto Reinvestment Zone Board No. 1 met on August 5th to approve an amendment to the Final Zone Project Plan and Zone Finance Plan and the Tax Increment Financing Agreement between Williamson County and the City of Hutto. This Amendment changes the payment due date by the County to the City to May 1st. It also corrects the base year which was originally presented as zero. Hal Hawes reviewed these items for the County.

Fiscal Impact

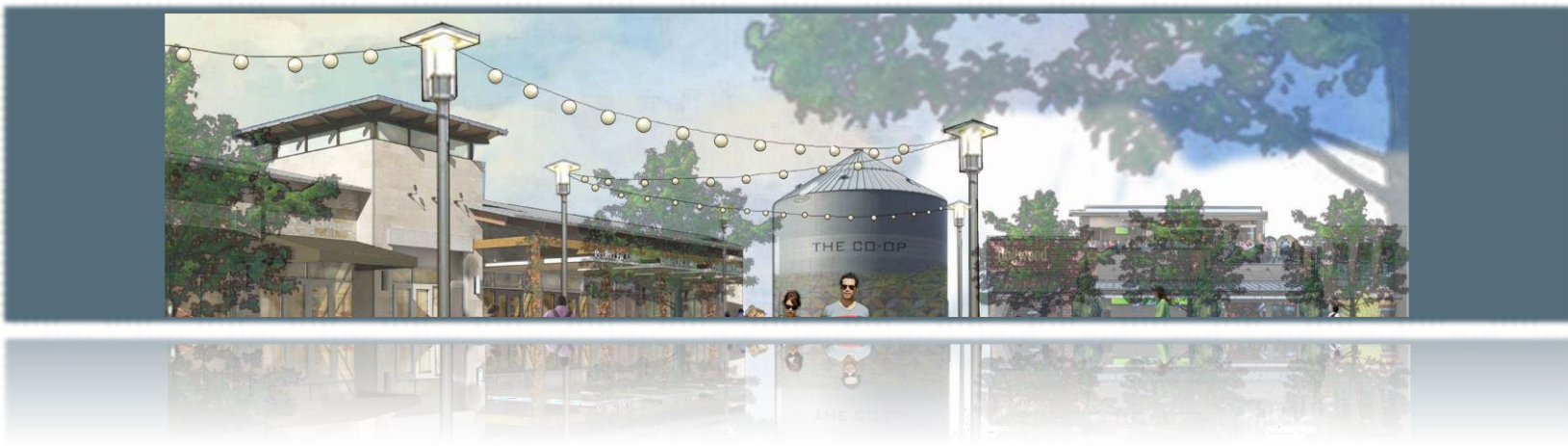
From/To	Acct No.	Description	Amount

Attachments

Hutto TIRZ Amended Financing Plan

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/13/2020 09:04 AM
Form Started By: Julie Kiley		Started On: 08/12/2020 07:26 PM
Final Approval Date: 08/13/2020		



HUTTO CO-OP
HUTTO, TEXAS

CO-OP DISTRICT TAX INCREMENT REINVESTMENT ZONE

PROJECT AND FINANCING PLAN

CITY OF HUTTO, TEXAS
WILLIAMSON COUNTY, TEXAS
79 HCD DEVELOPMENT, LLC

August 28, 2018

City of Hutto

Co-Op District TIRZ

Mayor Doug Gaul

Mayor Pro Tem Tom Hines, **PLACE 2**

Council Member Scott Rose, **PLACE 1**

Council Member Nate Killough, **PLACE 3**

Council Member Tim Jordan, **PLACE 4**

Council Member Patti Turner, **PLACE 5**

Council Member Terri Grimm, **PLACE 6**

Odis Jones, City Manager

City Staff

Helen Ramirez, AICP Assistant City Manager

Anthony Emadi, Chief Financial Officer

Jessica Bullock, Economic Development Director

William Bingham, City Attorney

Developer/79 HCD Development, LLC

Bob Wunsch, Principal

Wyatt Henderson, Principal

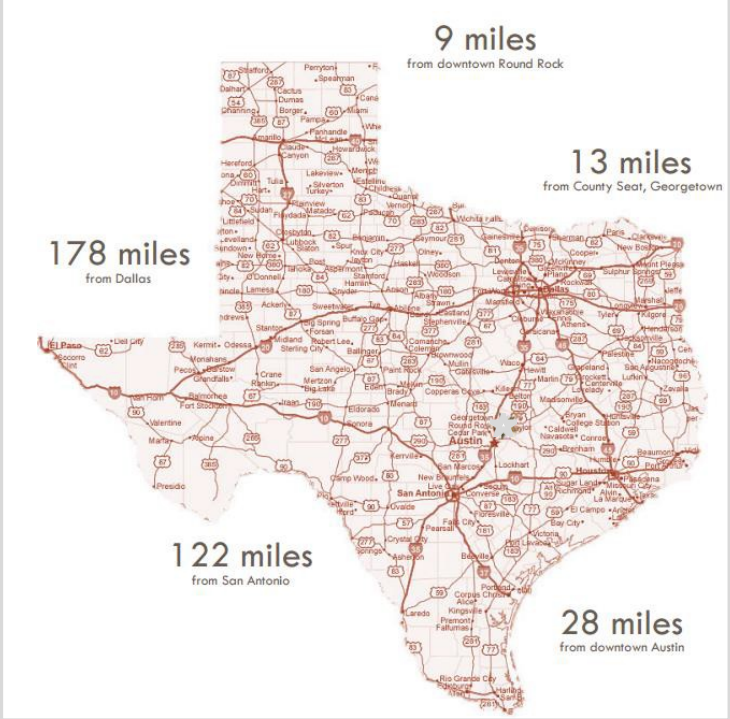
David Howell, Principal

TABLE OF CONTENTS

I.	INTRODUCTION	4
II.	HUTTO – At a Glance	5
III.	GROWTH CORRIDORS & INFRASTRUCTURE	7
IV.	THE NEED FOR REDEVELOPMENT	10
V.	PRELIMINARY PROJECT PLAN	19
VI.	PRELIMINARY FINANCING PLAN	22

I. INTRODUCTION

Image 1: Regional Context



Located northeast of Austin in Williamson County, the fourth-fastest growing county in the State of Texas, the City of Hutto ("the City") has experienced rapid growth since 2000. Once a rural Texas town with a population of 1,250 in 2000; Hutto is now home to an estimated 27,000 people, positioning the City to become a lively and integral part of the Austin Metropolitan region. With recent recognitions including the "Top Place in Texas to Raise a Family", the "#1 Local City (in the Austin area) For Young Couples", "One of the Top 5 Safest Cities in Texas", and "One of the Top 100 Places in Major Markets to Locate a Business", Hutto is consistently ranked as one of the fastest growing and safest cities in the country.

Just 25 minutes from the heart of the Texas State Capitol and 30 minutes from the Austin Bergstrom International Airport via the new SH-130 tollway, the City is well positioned for economic growth. With quick access to State Highway 130, Interstate 35, US Highway 79, and the Union Pacific Red Line, Hutto provides convenient transportation routes to the greater Texas region.

Those who call Hutto home are attracted to its strong sense of community, rich history, affordable housing and attractive neighborhoods, low crime, high performing school district, access to higher education institutions, and plentiful open space; all of which come together to provide a high quality of life just outside of Austin. As the city continues to grow, it aims to be a family-friendly community that provides superior public safety, outstanding fiscal responsibility, a diversified economy, and an exceptional quality of life. Here, the importance of a diverse community is recognized, as it will directly affect the quality of life of the community and its residents.

Given that, the City Council's goal is to take a comprehensive approach towards economic development by focusing their efforts on redevelopment, including the rehabilitation of infill properties such as the Co-Op District, located just west of Hutto's Historic District.

II. HUTTO – AT A GLANCE

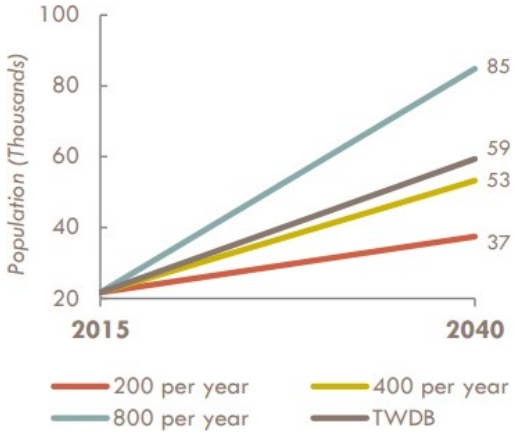
DEMOGRAPHICS

Hutto has experienced an estimated 6 percent (6.0%) average annual growth and over 50 percent (50.0%) change in total population change since 2010. Using historical residential permit patterns, the City may be home to over 85,000 residents in 2040.

With a median age of 33, Hutto has attracted many young families. Just over half of the population consists of families with children under the age of 18 and adults age 25 to 54. In addition to a growing population within city limits, the City provides access to over 65,000 people within a 5-mile radius, expanding to over 284,000 people within a 10-mile radius.

An educated workforce is a key to having a dedicated and diverse workforce. With an Independent School District that experiencing a 97% graduation rate and access to multiple nationally recognized higher education institutions, the Hutto community is diverse, skilled, and able to adapt to changing needs within the workforce.

Chart 1: Population Forecasts – Using Estimated Number of Permits



City of Hutto, Texas Water Development Board

The residents of Hutto have high levels of educational attainment with 22 percent of Hutto residents 25 years or older hold a bachelor's degree or higher. Together with a median household income of $73,855, an average household income of $80,603 within city limits, and an average household income in the primary trade area of $93,371, there is a clear demonstration of the desirability and quality of life that the community offers to people who are educated and high-income earners.

Table 1: 2016 Population 25+ by Educational Attainment

Total	12,498
Less than 9th Grade	3.7%
9th - 12th Grade, No Diploma	2.7%
High School Graduate	23.3%
GED/Alternative Credential	4.1%
Some College, No Degree	32.8%
Associate Degree	10.9%
Bachelor's Degree	17.9%
Graduate/Professional Degree	4.7%

Table 2: 2016 Households by Income

Household Income Base	6,641
<$15,000	5.9%
$15,000 - $24,999	3.2%
$25,000 - $34,999	4.1%
$35,000 - $49,999	10.8%
$50,000 - $74,999	26.9%
$75,000 - $99,999	23.5%
$100,000 - $149,999	19.5%
$150,000 - $199,999	4.3%
$200,000+	1.8%

U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2016 and 2021 Esri converted Census 2000 data into 2010 geography.

ECONOMIC OUTLOOK

As of 2015, approximately 88 percent (88.0%) of the working population commutes an average 27 minutes to work outside the city limits. With .66 jobs per household, it is important for economic stability to achieve a citywide job-housing balance with a goal of at least 1 job for every household. As residential development within the city and its Extraterritorial Jurisdiction (ETJ) increase, it is vital for Hutto to focus on productive growth that creates local jobs and diversifies its tax base. The people of Hutto provide a strong foundation for a workforce and consumer market that will help the city become more regionally and nationally competitive. Hutto is in the early stages of its development cycle and needs to develop the economic diversity and depth of business support infrastructure (capital and non-capital) to be competitive in the larger Central Texas regional and national market.

Given this, the redevelopment of the Co-Op District, as well as the construction of the additional infrastructure improvements needed to support the desired economic growth, are the key to the creation of a place to live, work and play which will result in a more balanced economy.

III. GROWTH CORRIDORS & INFRASTRUCTURE

ECONOMIC DEVELOPMENT GROWTH CORRIDORS

At present, the City of Hutto lacks significant shovel-ready, or building ready, sites. Water, wastewater and other critical infrastructure key to significant economic development is lacking in certain areas of the City. The City is therefore constrained in terms of being able to accommodate concentrations of quality, career-oriented employment opportunities that are consistent with the City Council's Strategic Plan.

Through the Future Land Use Map (FLUM) planning process, seven (7) key areas were identified as vital employment and growth corridors – areas that can and should become priority focus areas for public and private sector investment and planning for high quality non-residential development over the next 5, 10, and 20 years. The City, during its planning process, considered the following points when considering these corridors along major highways:

- Promoting development compatible with safe, efficient traffic circulation through sound standards for access management, limited installation of curb cuts, and parking facility connectivity;
- Selectively determining appropriate locations and applied design standards for large commercial developments and other high traffic generating uses;
- Setting quality design standards for all commercial development;
- Encouraging mixed-use, clustered and "village center" development types as alternatives to conventional strip center and stand-alone "pad" sites; and,
- Adding regional and community nodes to key intersections.

These employment and growth areas are those that can eventually accommodate significant concentrations of firms in the economic sectors identified previously. Each of these primary employment corridors offers its own distinct locational advantages and attributes, as well as challenges that will be addressed in order to realize their individual and collective potential for Hutto's continued economic growth. One of the seven employment and growth corridor areas identified includes the Historic Downtown/Co-Op site. S**ection IV THE NEED FOR REDEVELOPMENT** of this Plan identifies the challenges for the existing Co-Op site.

HUTTO'S ECONOMIC DEVELOPMENT POLICY

The City of Hutto adopted an ECONOMIC DEVELOPMENT POLICY on July 20, 2017. This policy document identified the use of tax increment financing as a way of redeveloping open or undeveloped land currently experiencing challenges such as obsolete platting, deteriorating structures or other factors, the substantially impair the growth of the city. The Co-Op District is one of three areas identified as a site that is in need of infrastructure in order to be developed to allow growth to occur west of Old Town. It is currently an undeveloped site, that when developed, will alleviate the immediate and surrounding areas drainage problems and improve traffic circulation with proposed improvements to US Highway 79 and with the extension of Live Oak to the west.

DOWNTOWN HUTTO: HUTTO'S COMMUNITY AND CIVIC HEART

Downtown is a vital intersection of commerce, business, and tourism, and serves as a fundamental cornerstone of our identity and economy. A healthy and vibrant downtown benefits all citizens and businesses of the City. Downtown Hutto is a designated historic district, with a variety of active commercial and retail buildings surrounded by residential and open spaces.

Image 2: The Cotton Gin at the Co-Op



Hutto has the opportunity to create a new Entertainment and Civic District downtown. This area, known as the Co-Op District, is located west of Downtown and is part of the larger Historic Downtown District, with approximately 900 linear feet of access along US Highway 79. The City has an executed development agreement with an affiliate of 79 HCD Development, LLC for this site, specifically to design a new City Hall and Library, with retail and commercial areas throughout, for the creation of an Entertainment District. A Historic Downtown/Co-Op Site Infrastructure Plan has been created and it includes a description of the shared vision of streetscapes, infrastructure, building design standards, and open space/community planning. The proposed TIRZ will specifically address road, drainage and associated utility needs.



Map 1: Downtown Hutto



IV. THE NEED FOR REDEVELOPMENT

Within and throughout the City's Historic Old Town, Hutto has experienced flooding and traffic congestion. The City is in need of planning and providing for infrastructure related to regional detention, storm sewer and improved road circulation that will not only alleviate local congestion, but regional traffic flow on US Highway 79. These infrastructure improvements will reduce impediments to growth west of Old Town.

A majority of the project area is City-owned and vacant. The City-owned 25 acres contain silos that are no longer functioning. There are also remnants of rail spurs and concrete pads of silos that once stood on the site which need removal. Therefore, the redevelopment of the site will include the following:

- Cleaning up obsolete platting;
- Reusing and relocating, when appropriate, accessory structures; and,
- Improving existing roads and constructing new ones to improve traffic circulation.



View of project site facing north from US Highway 79

Additional challenges currently experienced within and adjacent to the project site, are the following:

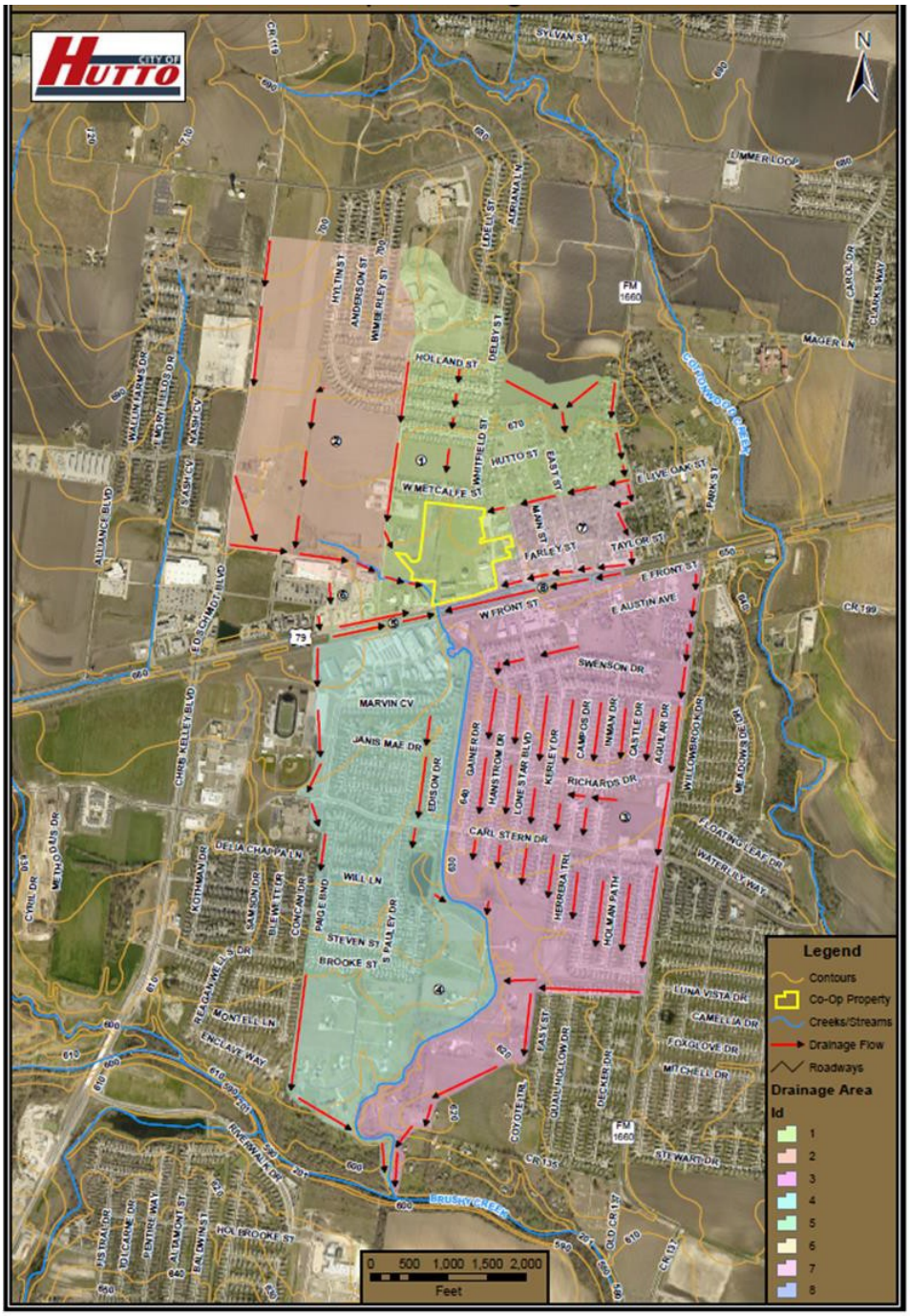
- Open ditches;
- Residents & Businesses experience flooding in streets and alleyways; and,
- Drainage & flooding problems.





Flooding in old town

The following map shows the drainage flow from the north, through the Co-Op District project site draining south, towards US Highway 79:



The following is a floodplain map that shows the areas prone to flooding:



The City of Hutto entered into a Development Agreement with an affiliate of 79 HCD Development, LLC to develop the project site. The City has reached an agreement with Williamson County ("the County") whereby the County has agreed to participate in a Tax Increment Reinvestment Zone ("TIRZ") to be created encompassing:

- City property that will be taken down over time by the Developer per the executed Development Agreement;
- Property currently being used as County offices fronting Exchange Boulevard;
- A church and commercial properties fronting West Street.

The inclusion of the County offices will assist with providing the following solutions to the challenges that were identified in the current and previous sections:

- Storm sewer;
- Regional detention on Co- Op site;
- Prepare drainage study; and,
- Take over maintenance of existing drainage ditches currently being provided by various Homeowner Associations.

The following map depicts the proposed TIRZ boundary that includes City-owned property of approximately 26.40 acres, County-owned property of approximately 4.47 acres, United States Postal Service-owned property of approximately 2.81 acres, and privately owned property of approximately 6.38 acres for a total of approximately 40.86 acres of land.



The creation of the TIRZ is necessary as neither the City or the County alone can fund the public improvements needed to remove the current constraints to the redevelopment and growth of the City.

THE CO-OP DISTRICT PUD

79 HCD Development, LLC has prepared, submitted and obtained approval from the City for a Co-Op District Planned Unit Development (PUD) that is zoned for mixed use and includes Design Guidelines so as to ensure that high quality development is built. The following is a concept plan for the Project:



The following drawing shows the planned infrastructure throughout the District, including the extension of West Live Oak towards Exchange Boulevard, in addition to, the regional drainage ponds:



High quality infrastructure and design guidelines include active open space and amphitheatre area.







V. PRELIMINARY PROJECT PLAN

TIRZ districts permit a jurisdiction, or a group of jurisdictions working together, to permit the incremental fiscal benefits generated by a project to fund the cost of qualified public improvements. Typically, the tax year in which a jurisdiction establishes the TIRZ sets the real property assessed value base (base year). For each year in the life of the TIRZ, a special fund captures the tax revenue generated from the difference between the base-year assessed value and that year's assessed value. Other taxing jurisdictions can choose to direct all or a portion of their tax revenues into the TIRZ. An appointed board of directors ("TIRZ Board") chooses how to spend the money captured in the TIRZ fund based on agreements negotiated between the TIRZ, the effected jurisdictions and an Owner of a project. This value generating process is outlined below:

Exhibit A

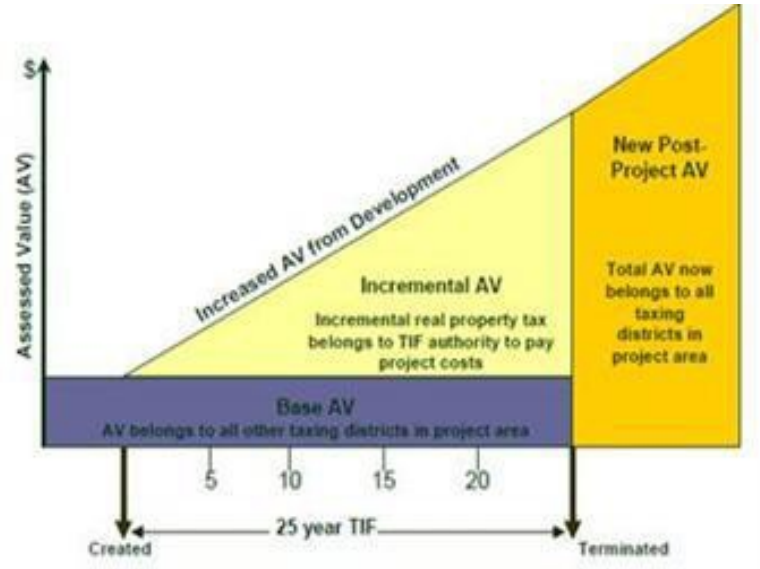


Exhibit A illustrates how rising tax revenue from greater appraised value in a TIRZ zone flows with time to a taxing jurisdiction's general fund and to a TIRZ fund. The sloped lines depict tax revenue rising with time. When the TIRZ expires or terminates, the amount of real property tax revenue to the City will increase sharply since a portion of the real property tax revenue is no longer part of the TIRZ fund. Inclusion of property in a TIRZ zone does not change the tax rate for any property. Tax rates in a TIRZ zone are the same as tax rates outside the zone and within the same set of taxing jurisdictions.

The Co-Op TIRZ will be comprised of approximately 40.49 acres and will include all of the approximately 35.10 acres of real property that comprises the Hutto Co-Op Public Improvement District (the "PID"), as more fully described in the PID Service and Assessment Plan ("SAP") adopted by the City in connection with the levy of special assessments for the PID.

The TIRZ will terminate on the earlier of (1) the date the TIRZ Board ("the Board") certifies to the City that all project costs have been paid and any monies remaining in the tax increment fund has been paid to the City and other taxing units levying taxes on property within the TIRZ or (2) the date that there is a unanimous determination by all members of the Board that all project costs or other obligations have been paid in full. The Board will have the right to allocate excess TIRZ Revenues, if any, to fund additional improvements not being funded by the PID.

PROPOSED DEVELOPMENT PLAN

The Project's proposed development plan, per the Concept Plan presented in **Section IV,** is summarized below:

Building	Land Use	Units/SF
1	Restaurant	12,000
2	Restaurant	12,000
3	Retail/Office	6,000
4	Bank	3,000
5	Restaurant	5,500
6	Retail/Office	20,000
7	Retail/Office	33,000
8	Retail/Office	12,000
9	Multi-Family	132
10	Retail/Office	45,000
11	Retail/Office	15,000
12	Retail/Office	40,000
13	Hotel	140
14	Retail/Office	36,000
15	Retail/Office	32,000
16	Multi-Family	104
17	City Hall	40,000
18	Entertainment	39,000
19	Restaurant	4,000

DESCRIPTION OF PROJECTS WITHIN THE TIRZ

As described further in **Section VI – Preliminary Financing Plan**, the TIRZ revenues applied to reduce the annual installments due under the PID. As described in the SAP, the Authorized Improvements (as defined in the SAP) will consist of the following:

The following table presents the costs of the Authorized Improvements:

	Phase		
Cost Category	**1**	**2**	**Total**
The Lakes - Landscaping	$ 2,971,412	$ -	$ 2,971,412
Streets - Landscaping	$ 1,972,340	$ -	$ 1,972,340
City Hall Landscaping	$ 833,124	$ -	$ 833,124
Signage, Monumentation & Parking Lots	$ 1,371,001	$ -	$ 1,371,001
Town Green	$ 2,986,338	$ -	$ 2,986,338
Excavation, Water, Sewer, Drainage & Paving	$ 3,645,895	$ 630,000	$ 4,275,895
Landscape, Hardscape, Site Furnishings, Lighting		$ 155,000	$ 155,000
Parking Lots	$ 4,416,343	$ -	$ 4,416,343
Highway 79 Construction & Engineering	$ 1,404,936	$ -	$ 1,404,936
Parking Garage #1	$ -	$ 4,567,500	$ 4,567,500
Parking Garage #2	$ -	$ 1,522,500	$ 1,522,500
Parking Garage #3	$ -	$ 4,567,500	$ 4,567,500
Engineering	$ 144,227	$ 250,000	$ 394,227
Contingency	$ 678,713	$ 78,500	$ 757,213
Project Management Fee	$ 1,835,672	$ 588,550	$ 2,424,222
Total	**$ 22,260,000**	**$ 12,359,550**	**$ 34,619,550**

VI. PRELIMINARY FINANCING PLAN

PROPOSED TIRZ PROJECTS

Section 311.002 ofthe Tax Increment Financing Act defines project costs as "the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public Improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations."

PROJECT COSTS

- Capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;
- Financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
- Real property assembly costs;
- Professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;
- Imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;
- Municipality or county in connection with the implementation of a project plan;
- Relocation costs;
- Organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;
- Interest before and during construction and for one year after completion of construction, whether or not capitalized;
- The cost of operating the reinvestment zone and project facilities;
- The amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;
- The costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and,

- Payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

METHOD OF FINANCING

The real property that makes up the TIRZ and the PID is expected to be developed in one or more phases with the PID financing Authorized Improvements as approved by the City. PID Special Assessments will be levied on Assessed Property (as defined in the SAP) within the PID. City owned and other non-benefitted property will not be subject to PID Special Assessments.

The City does not plan to issue TIRZ Bonds to finance the costs that make up the TIRZ Projects. Rather, the City will utilize a PID, as described in the SAP, secured by the PID Special Assessments on the Assessed Property to purchase through an installment sale the projects that represent the TIRZ Projects. After the creation of the TIRZ, and, if and when TIRZ Revenues become available as a result of real property improvements within the TIRZ, the resulting tax increment revenues within the TIRZ will, to the extent authorized by law, be used to offset PID annual installments for the benefit of the TIRZ Project Plan. It is agreed that the base taxable value for calculation of the TIRZ Revenues is $1,256,087.

A summary of the funding sources for the TIRZ is presented below:

Jurisdiction	Tax Source	TIRZ Contribution Rate	Term
City of Hutto	Ad Valorem Taxes	60.0%	40 years
Williamson County*	Ad Valorem Taxes	50.0%	20 years
Hutto Economic Development Corporation	4B Sales Taxes	50.0%	30 years

* - Williamson County's TIRZ Contribution is subject to a maximum of $5,500,000 and net of the County's Ad Valorem Rate Allocated to Debt Service

Projected TIRZ Revenues presented in the table below utilize the Concept Plan and estimated future assessed values and sales revenues as provided by the Developer:

Reinvestment Zone Number One
City of Hutto, Texas
Feasibility Study

				Development[2]														TIRZ Contribution[3]											
				Multi-Family		Hotel[6]			Retail/Restaurant			Office		New Taxable	Total Taxable	Total Incremental	City TIRZ Contribution			County TIRZ Contribution			EDC TIRZ Contribution			Total TIRZ Contribution	
TIRZ Year	Appraised Value as of Jan. 1	Value Increase per Year[1]	Sales Increase per Year[1]	Unit	Value	Rooms	Cost per Room	Sales per Room	SF	Value	Sales/SF	SF	Value	Sales	Value	Value	%	Annual	Cumulative	%	Annual	Cumulative	%	Annual	Cumulative	Annual	Cumulative
1	2018													$ -	$ 1,256,087	$ -	60%	$ -	$ -	50%	$ -	$ -	50%	$ -	$ -	$ -	$ -
2	2019	2.50%							90,000	$ 100	$ 80	60,000	$ 100	$ 7,200,000	$ 16,256,087	$ 15,000,000	60%	$ -	$ -	50%	$ -	$ -	50%	$ 9,000	$ 9,000	$ 9,000	$ 9,000
3	2020	2.50%	5.00%						192,140	$ 103	$ 84	122,500	$ 103	$ 16,139,760	$ 33,507,126	$ 32,251,039	60%	$ 56,822	$ 56,822	50%	$ 21,837	$ 21,837	50%	$ 20,175	$ 29,175	$ 98,833	$ 107,833
4	2021	2.50%	5.00%	100	$ 225,000				192,140	$ 105	$ 88	122,500	$ 105	$ 16,946,748	$ 56,813,852	$ 55,557,765	60%	$ 122,170	$ 178,992	50%	$ 46,951	$ 68,788	50%	$ 21,183	$ 50,358	$ 190,305	$ 298,138
5	2022	2.50%	5.00%	236	$ 230,628	140	$ 375,000	$ 200	192,140	$ 108	$ 93	122,500	$ 108	$ 24,948,085	$ 142,068,998	$ 140,812,911	60%	$ 210,459	$ 389,451	50%	$ 80,881	$ 149,669	50%	$ 31,185	$ 81,543	$ 322,525	$ 620,662
6	2023	2.50%	5.00%	236	$ 236,397	140	$ 384,380	$ 205	192,140	$ 110	$ 97	122,500	$ 110	$ 26,016,739	$ 145,591,285	$ 144,335,198	60%	$ 533,414	$ 922,865	50%	$ 204,995	$ 354,663	50%	$ 32,521	$ 114,064	$ 770,930	$ 1,391,592
7	2024	2.50%	5.00%	236	$ 242,310	140	$ 393,995	$ 210	192,140	$ 113	$ 102	122,500	$ 113	$ 27,134,355	$ 149,201,678	$ 147,945,591	60%	$ 546,757	$ 1,469,622	50%	$ 210,122	$ 564,786	50%	$ 33,918	$ 147,982	$ 790,797	$ 2,182,390
8	2025	2.50%	5.00%	236	$ 248,371	140	$ 403,850	$ 215	192,140	$ 116	$ 107	122,500	$ 116	$ 28,303,268	$ 152,902,382	$ 151,646,295	60%	$ 560,434	$ 2,030,055	50%	$ 215,378	$ 780,164	50%	$ 35,379	$ 183,361	$ 811,191	$ 2,993,581
9	2026	2.50%	5.00%	236	$ 254,584	140	$ 413,952	$ 221	192,140	$ 119	$ 113	122,500	$ 119	$ 29,525,929	$ 156,695,655	$ 155,439,568	60%	$ 574,452	$ 2,604,508	50%	$ 220,766	$ 1,000,930	50%	$ 36,907	$ 220,269	$ 832,126	$ 3,825,706
10	2027	2.50%	5.00%	236	$ 260,952	140	$ 424,307	$ 226	192,140	$ 122	$ 118	122,500	$ 122	$ 30,804,908	$ 160,583,812	$ 159,327,725	60%	$ 588,822	$ 3,193,329	50%	$ 226,288	$ 1,227,218	50%	$ 38,506	$ 258,775	$ 853,616	$ 4,679,322
11	2028	2.50%	5.00%	236	$ 267,480	140	$ 434,921	$ 232	192,140	$ 125	$ 124	122,500	$ 125	$ 32,142,900	$ 164,569,228	$ 163,313,141	60%	$ 603,550	$ 3,796,880	50%	$ 231,949	$ 1,459,167	50%	$ 40,179	$ 298,953	$ 875,677	$ 5,555,000
12	2029	2.50%	5.00%	236	$ 274,171	140	$ 445,800	$ 238	192,140	$ 128	$ 130	122,500	$ 128	$ 33,542,733	$ 168,654,335	$ 167,398,248	60%	$ 618,647	$ 4,415,527	50%	$ 237,750	$ 1,696,917	50%	$ 41,928	$ 340,882	$ 898,326	$ 6,453,326
13	2030	2.50%	5.00%	236	$ 281,029	140	$ 456,951	$ 244	192,140	$ 131	$ 137	122,500	$ 131	$ 35,007,372	$ 172,841,626	$ 171,585,539	60%	$ 634,122	$ 5,049,649	50%	$ 243,698	$ 1,940,615	50%	$ 43,759	$ 384,641	$ 921,579	$ 7,374,905
14	2031	2.50%	5.00%	236	$ 288,058	140	$ 468,381	$ 250	192,140	$ 135	$ 144	122,500	$ 135	$ 36,539,927	$ 177,133,658	$ 175,877,571	60%	$ 649,984	$ 5,699,634	50%	$ 249,793	$ 2,190,408	50%	$ 45,675	$ 430,316	$ 945,452	$ 8,320,358
15	2032	2.50%	5.00%	236	$ 295,264	140	$ 480,097	$ 256	192,140	$ 138	$ 151	122,500	$ 138	$ 38,143,661	$ 181,533,051	$ 180,276,964	60%	$ 666,243	$ 6,365,876	50%	$ 256,042	$ 2,446,450	50%	$ 47,680	$ 477,995	$ 969,964	$ 9,290,322
16	2033	2.50%	5.00%	236	$ 302,649	140	$ 492,106	$ 262	192,140	$ 141	$ 158	122,500	$ 141	$ 39,821,998	$ 186,042,490	$ 184,786,403	60%	$ 682,908	$ 7,048,785	50%	$ 262,446	$ 2,708,896	50%	$ 49,777	$ 527,773	$ 995,132	$ 10,285,454
17	2034	2.50%	5.00%	236	$ 310,220	140	$ 504,416	$ 269	192,140	$ 145	$ 166	122,500	$ 145	$ 41,578,527	$ 190,664,727	$ 189,408,640	60%	$ 699,990	$ 7,748,775	50%	$ 269,011	$ 2,977,907	50%	$ 51,973	$ 579,746	$ 1,020,975	$ 11,306,429
18	2035	2.50%	5.00%	236	$ 317,980	140	$ 517,033	$ 276	192,140	$ 148	$ 175	122,500	$ 148	$ 43,417,015	$ 195,402,586	$ 194,146,499	60%	$ 717,500	$ 8,466,275	50%	$ 275,740	$ 3,253,647	50%	$ 54,271	$ 634,017	$ 1,047,511	$ 12,353,940
19	2036	2.50%	5.00%	236	$ 325,934	140	$ 529,966	$ 283	192,140	$ 152	$ 183	122,500	$ 152	$ 45,341,413	$ 200,258,956	$ 199,002,869	60%	$ 735,448	$ 9,201,723	50%	$ 282,638	$ 3,536,285	50%	$ 56,677	$ 690,694	$ 1,074,762	$ 13,428,702
20	2037	2.50%	5.00%	236	$ 334,087	140	$ 543,223	$ 290	192,140	$ 156	$ 193	122,500	$ 156	$ 47,355,866	$ 205,236,804	$ 203,980,717	60%	$ 753,844	$ 9,955,567	50%	$ 289,707	$ 3,825,992	50%	$ 59,195	$ 749,889	$ 1,102,746	$ 14,531,448
21	2038	2.50%	5.00%	236	$ 342,443	140	$ 556,811	$ 297	192,140	$ 160	$ 202	122,500	$ 160	$ 49,464,723	$ 210,339,168	$ 209,083,081	60%	$ 772,701	$ 10,728,267	0%	$ -	$ 3,825,992	50%	$ 61,831	$ 811,720	$ 834,531	$ 15,365,979
22	2039	2.50%	5.00%	236	$ 351,009	140	$ 570,739	$ 304	192,140	$ 164	$ 212	122,500	$ 164	$ 51,672,546	$ 215,569,161	$ 214,313,074	60%	$ 792,029	$ 11,520,296	0%	$ -	$ 3,825,992	50%	$ 64,591	$ 876,311	$ 856,620	$ 16,222,599
23	2040	2.50%	5.00%	236	$ 359,789	140	$ 585,015	$ 312	192,140	$ 168	$ 223	122,500	$ 168	$ 53,984,120	$ 220,929,978	$ 219,673,891	60%	$ 811,841	$ 12,332,137	0%	$ -	$ 3,825,992	50%	$ 67,480	$ 943,791	$ 879,321	$ 17,101,920
24	2041	2.50%	5.00%	236	$ 368,789	140	$ 599,649	$ 320	192,140	$ 172	$ 234	122,500	$ 172	$ 56,404,469	$ 226,424,889	$ 225,168,802	60%	$ 832,148	$ 13,164,285	0%	$ -	$ 3,825,992	50%	$ 70,506	$ 1,014,296	$ 902,654	$ 18,004,573
25	2042	2.50%	5.00%	236	$ 378,014	140	$ 614,648	$ 328	192,140	$ 177	$ 246	122,500	$ 177	$ 58,938,859	$ 232,057,250	$ 230,801,163	60%	$ 852,963	$ 14,017,248	0%	$ -	$ 3,825,992	50%	$ 73,674	$ 1,087,970	$ 926,637	$ 18,931,210
26	2043	2.50%	5.00%	236	$ 387,470	140	$ 630,023	$ 336	192,140	$ 181	$ 258	122,500	$ 181	$ 61,592,819	$ 237,830,499	$ 236,574,412	60%	$ 874,299	$ 14,891,547	0%	$ -	$ 3,825,992	50%	$ 76,991	$ 1,164,961	$ 951,290	$ 19,882,501
27	2044	2.50%	5.00%	236	$ 397,162	140	$ 645,783	$ 344	192,140	$ 185	$ 271	122,500	$ 185	$ 64,372,149	$ 243,748,160	$ 242,492,073	60%	$ 896,169	$ 15,787,716	0%	$ -	$ 3,825,992	50%	$ 80,465	$ 1,245,426	$ 976,634	$ 20,859,135
28	2045	2.50%	5.00%	236	$ 407,096	140	$ 661,936	$ 353	192,140	$ 190	$ 284	122,500	$ 190	$ 67,282,933	$ 249,813,844	$ 248,557,757	60%	$ 918,586	$ 16,706,302	0%	$ -	$ 3,825,992	50%	$ 84,104	$ 1,329,530	$ 1,002,689	$ 21,861,824
29	2046	2.50%	5.00%	236	$ 417,279	140	$ 678,494	$ 362	192,140	$ 195	$ 299	122,500	$ 195	$ 70,331,556	$ 256,031,255	$ 254,775,168	60%	$ 941,563	$ 17,647,865	0%	$ -	$ 3,825,992	50%	$ 87,914	$ 1,417,444	$ 1,029,478	$ 22,891,302
30	2047	2.50%	5.00%	236	$ 427,717	140	$ 695,466	$ 371	192,140	$ 200	$ 314	122,500	$ 200	$ 73,524,718	$ 262,404,189	$ 261,148,102	60%	$ 965,115	$ 18,612,980	0%	$ -	$ 3,825,992	50%	$ 91,906	$ 1,509,350	$ 1,057,021	$ 23,948,323
31	2048	2.50%	5.00%	236	$ 438,416	140	$ 712,862	$ 380	192,140	$ 205	$ 329	122,500	$ 205	$ 76,869,449	$ 268,936,534	$ 267,680,447	60%	$ 989,257	$ 19,602,237	0%	$ -	$ 3,825,992	0%	$ -	$ 1,509,350	$ 989,257	$ 24,937,580
32	2049	2.50%	5.00%	236	$ 449,383	140	$ 730,693	$ 390	192,140	$ 210	$ 346	122,500	$ 210	$ 80,373,123	$ 275,632,279	$ 274,376,192	60%	$ 1,014,002	$ 20,616,239	0%	$ -	$ 3,825,992	0%	$ -	$ 1,509,350	$ 1,014,002	$ 25,951,581
33	2050	2.50%	5.00%	236	$ 460,623	140	$ 748,971	$ 399	192,140	$ 215	$ 363	122,500	$ 215	$ 84,043,482	$ 282,495,512	$ 281,239,425	60%	$ 1,039,366	$ 21,655,605	0%	$ -	$ 3,825,992	0%	$ -	$ 1,509,350	$ 1,039,366	$ 26,990,948
34	2051	2.50%	5.00%	236	$ 472,145	140	$ 767,706	$ 409	192,140	$ 220	$ 381	122,500	$ 220	$ 87,888,646	$ 289,530,421	$ 288,274,334	60%	$ 1,065,365	$ 22,720,970	0%	$ -	$ 3,825,992	0%	$ -	$ 1,509,350	$ 1,065,365	$ 28,056,312
35	2052	2.50%	5.00%	236	$ 483,956	140	$ 786,909	$ 420	192,140	$ 226	$ 400	122,500	$ 226	$ 91,917,138	$ 296,741,300	$ 295,485,213	60%	$ 1,092,014	$ 23,812,984	0%	$ -	$ 3,825,992	0%	$ -	$ 1,509,350	$ 1,092,014	$ 29,148,326
36	2053	2.50%	5.00%	236	$ 496,061	140	$ 806,593	$ 430	192,140	$ 232	$ 420	122,500	$ 232	$ 96,137,901	$ 304,132,553	$ 302,876,466	60%	$ 1,119,329	$ 24,932,313	0%	$ -	$ 3,825,992	0%	$ -	$ 1,509,350	$ 1,119,329	$ 30,267,655
37	2054	2.50%	5.00%	236	$ 508,470	140	$ 826,769	$ 441	192,140	$ 237	$ 441	122,500	$ 237	$ 100,560,320	$ 311,708,689	$ 310,452,602	60%	$ 1,147,328	$ 26,079,641	0%	$ -	$ 3,825,992	0%	$ -	$ 1,509,350	$ 1,147,328	$ 31,414,983
38	2055	2.50%	5.00%	236	$ 521,189	140	$ 847,450	$ 452	192,140	$ 243	$ 463	122,500	$ 243	$ 105,194,242	$ 319,474,335	$ 318,218,248	60%	$ 1,176,027	$ 27,255,668	0%	$ -	$ 3,825,992	0%	$ -	$ 1,509,350	$ 1,176,027	$ 32,591,011
39	2056	2.50%	5.00%	236	$ 534,226	140	$ 868,648	$ 463	192,140	$ 249	$ 487	122,500	$ 249	$ 110,050,003	$ 327,434,230	$ 326,178,143	60%	$ 1,205,444	$ 28,461,113	0%	$ -	$ 3,825,992	0%	$ -	$ 1,509,350	$ 1,205,444	$ 33,796,455
40	2057	2.50%	5.00%	236	$ 547,589	140	$ 890,376	$ 475	192,140	$ 256	$ 511	122,500	$ 256	$ 115,138,447	$ 335,593,234	$ 334,337,147	60%	$ 1,235,597	$ 29,696,710	0%	$ -	$ 3,825,992	0%	$ -	$ 1,509,350	$ 1,235,597	$ 35,032,053
																		$ 29,696,710			**$ 3,825,992**			**$ 1,509,350**		**$ 35,032,053**	

Assumptions	
TIRZ Base Value[4]	$ 1,256,087
EDC Sales Tax Rate[3]	0.25%
City AV Rate[3]	0.631351
County Debt Rate[3,5]	0.291159
Rooms Sold[6]	35,770
Hotel Occ. Rate[6]	70%
Days Hotel Open[6]	365

Footnotes:

1) Previous PFP projected 2.5% value increase per year, and approximately 5% sales increase per year.
2) Absorption Schedule built to match original Feasibility Study dated 08/28/2018.
3) Tax Rates have been updated to 2019 Rates.
4) TIRZ Base Value provided by Williamson County Tax Assessor's Office.
5) County Rate less the Debt Service Rate.
6) Hotel Rate assumptions sized to match original Feasibility Study dated 08/28/2018.

Commissioners Court - Regular Session **80.**

Meeting Date: 08/18/2020

2015 Certificates of Obligation

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 2015 Certificates of Obligation budget transfer $100,000 from SO Training Building (P323) to SOTC Range Wall Replacement (P518).

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	08/13/2020 10:46 AM

Form Started By: Emmeline Hawkins Started On: 08/13/2020 09:41 AM

Final Approval Date: 08/13/2020

Commissioners Court - Regular Session **81.**

Meeting Date: 08/18/2020

Awarding RFCSP 4798 SO Gun Range Fence

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFCSP #4798 Williamson County Sheriff's Office Gun Range Fencing to the overall highest scoring respondent Fazzone Construction Company, Inc. and authorizing execution of the agreement. Funding Source P518.

Background

Purchasing solicited competitive sealed proposals for the SO Gun Range Fencing Project. Nine (9) suppliers participated in the solicitation of which three (3) suppliers submitted a proposal. The proposals were evaluated by an evaluation committee and it was determined that Fazzone Construction submitted the best value proposal to the County. Total amount for this agreement will be $387,018.72. Department point of contact Bob Lubecker.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Solicitation Summary

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/13/2020 10:32 AM
County Judge Exec Asst.	Andrea Schiele	08/13/2020 10:39 AM
Form Started By: Thomas Skiles		Started On: 08/12/2020 11:06 AM
Final Approval Date: 08/13/2020		

Solicitation summary (4798)

Details

Reference number:

Procedure: Sealed without Preselection

Description:

SOLICITATION NOTICE:

Notice is hereby given that Williamson County will be accepting Competitive Sealed Proposals for the above-mentioned goods and/or services.

Williamson County prefers and request electronic submittal of this Proposal. However paper proposals will currently still be received. Instruction for submission via hard-copy are included in this RFCSP.

****All Vendors must ensure that their time zone settings are set correctly to Central Standard Time (UTC-06:00) all times posted will be in Central Standard Time. Late submittals can not be accepted due to issues with time zone settings.**

GENERAL INFORMATION:

Williamson County is seeking a qualified vendor to remove and replace range walls, fencing and perform related work at the Williamson County Sheriffs Office Shooting Range.

ESTIMATED CONTRACT AMOUNT:

$300,000.00

INITIAL CONTRACT TERM:

One Time Purchase

RENEWAL OPTIONS:

None

SUBSTANTIAL COMPLETION (DAYS):

75 Calendar Days

FINAL COMPLETION (DAYS):

15 Calendar Days

LIQUIDATED DAMAGES:

$250/day

BONDS REQUIRED:

Bid Bond 5%
Performance Bond
Payment Bond
Warranty Bond

PRE-PROPOSAL MEETING:

None

PARTICIPATION:

Interested Suppliers can view the full details of the Solicitation by clicking the **'PARTICIPATE'** button below.

Selecting the participate button does not obligate you to submit a response to this Solicitation but is necessary in order to view the details of this Solicitation.

****!** I DON'T SEE A PARTICIPATE BUTTON **!****
You must be on the https://platform-us.negometrix.com website in order to access Williamson County's Solicitation information.

SUPPORT

Should you need assistance in using the software please contact the Negometrix Service Desk at:

Telephone: (724) 888-5294

Email: servicedesk.us@negometrix.com

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

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

Awarded supplier(s)

- Fazzone Construction Co., Inc. (Fazzone Construction Co., Inc.)

Offers/Applications from suppliers

- **Suppliers** (Number of suppliers: 9)
  - WOOLERY CUSTOM FENCE CO.
    - Participant since : Jun 10 2020 5:17:48 PM
  - Fazzone Construction Co., Inc.
    - Participant since : Jun 9 2020 9:59:03 AM
  - Zapalac/Reed Construction Company
    - Participant since : Jun 1 2020 9:06:09 AM
  - JT Vaughn Construction LLC
    - Participant since : May 28 2020 10:16:31 AM
  - Barrier Fence LLC
    - Participant since : May 26 2020 7:44:22 AM
  - Wes Coffman Industrial LLC
    - Participant since : May 20 2020 4:32:09 PM
  - Brazos Valley Contractors Association
    - Participant since : May 20 2020 1:44:40 PM
  - Virtual Builders Exchange
    - Participant since : May 20 2020 9:19:56 AM
  - Falkenberg Construction
    - Participant since : May 19 2020 3:24:01 PM
- **Offer phase** (Number of offers in phase: 3)
  - JT Vaughn Construction LLC (JT Vaughn Construction LLC) Time and date of submitting: Jun 11 2020 2:48:44 PM
  - Zapalac/Reed Construction Company (Zapalac/Reed Construction Company) Time and date of submitting: Jun 11 2020 2:27:38 PM
  - Fazzone Construction Co., Inc. (Fazzone Construction Co., Inc.) Time and date of submitting: Jun 11 2020 2:46:29 PM
- **Evaluation** (Number of offers in phase: 3)
  - JT Vaughn Construction LLC (JT Vaughn Construction LLC)
  - Zapalac/Reed Construction Company (Zapalac/Reed Construction Company)
  - Fazzone Construction Co., Inc. (Fazzone Construction Co., Inc.)
- **Awarding** (Number of offers in phase: 1)
  - Fazzone Construction Co., Inc. (Fazzone Construction Co., Inc.)

Schedule

Name	Type	Start date	End date	Responsible person
Creation date	Date	May 5 2020 8:22 AM	—	Blake Skiles
Preparation	Phase	May 5 2020 8:22 AM	May 19 2020 10:00 AM	
Offer phase	Phase	May 19 2020 10:00 AM	Jun 11 2020 3:00 PM	
Q&A Deadline	Date	Jun 5 2020 3:00 PM	—	
Evaluation	Phase	Jun 11 2020 3:00 PM	Jun 29 2020 3:00 PM	
Consensus Meeting	Date	Jun 18 2020 12:00 AM	—	
Preliminary Award	Date	Jun 19 2020 12:00 AM	—	
Award phase	Date	Jun 29 2020 3:00 PM	—	
Final Award	Date	Jul 21 2021 9:30 AM	—	

Results

- **Offer phase** (May 19 2020 - Jun 11 2020)

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Phase
1	Fazzone Construction Co., Inc.	–	–	–	–	–	$387,018.72	92.86%	Yes
2	Zapalac/Reed Construction Company	–	–	–	–	–	$438,200	87.14%	Yes
3	JT Vaughn Construction LLC	–	–	–	–	–	$579,000	88.57%	Yes

- **Evaluation**

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Phase
1	Fazzone Construction Co., Inc.	–	–	–	–	–	$387,018.72	92.86%	Yes
2	Zapalac/Reed Construction Company	–	–	–	–	–	$438,200	87.14%	No
3	JT Vaughn Construction LLC	–	–	–	–	–	$579,000	88.57%	No

- **Awarding**

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score
1	Fazzone Construction Co., Inc.	–	–	–	–	–	$387,018.72	92.86%

Contracts

There are no contracts added

Comments

No comments

AGREEMENT
BETWEEN OWNER AND CONTRACTOR

The **Owner**:	Williamson County 710 Main Street, Ste. 101 Georgetown, Texas 78626
and **Contractor**	Fazzone Construction Company, Inc. 2008 Windy Terrace Cedar Park, TX 78613
for the **Project**:	Williamson County Sheriff's Office Gun Range Fencing
Architect:	MWM Design Group 305 East Huntland Drive, Suite 200 Austin, TX 78752

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 Fazzone Construction Company, Inc. (hereinafter called "Contractor").

WHEREAS, the Owner desires to retain a Contractor for the Williamson County Sheriff's Office Gun Range Fencing (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 Specifications and Drawings for the Project and the Owner's requirements. The Specifications and Drawings were prepared for Williamson County by the Architect. 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 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;
f. All Change Orders issued after the Effective Date of this Agreement;
g. Minimum Insurance Coverages and Minimum Coverage Amounts, which is attached here to as **Exhibit 1**; and
h. The Drawings, Specifications, details and other documents developed by Architect to describe the Project and accepted by Owner, which are attached hereto **Exhibit 2**.

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 The term "Contractor" shall be interchangeable with the terms "Proposer," "Bidder," Respondent" and "General Contractor," and the term "Contract Price" shall be interchangeable with the term "Contract Sum" 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 Seventy-Five (75) 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 Fifteen (15) 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 Sum, 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 Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Architect 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 SUM; OWNER'S CONSTRUCTION CONTINGENCY

5.1 Contract Sum. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amount of **$387,018.72**

5.2 Contract Payments. Method and terms of payment of the Contract Sum 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:

$15,000.00

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.

5.4 Allowable Overhead and Profit Markup on Changes in the Work. In case of an increase in the Contract Sum 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.

b. For Managing Subcontracted Work: Contractor may add up to 10% for managing subcontracted Work for any specific change.

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:

Two Hundred Fifty Dollars per calendar day ($250.00/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: Fazzone Construction - Austin
2008 Windy Terrace
Cedar Park TX 78613

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:

Bob Lubecker, Facilities Project Manager
3151 SE Inner Loop
Georgetown, TX 78626
Phone (512) 943-1625

The Contractor's designated representative authorized to act on the Contractor's behalf and bind the Contractor with respect to the Project is:

Paul Whetstone
2008 Windy Terrace
Cedar Park, TX 78613
Phone (512) 289-6399

The parties may make reasonable changes in their designated representatives upon advance written notice to the other party.

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").

WILLIAMSON COUNTY Williamson County, Texas,	Fazzone Construction Company, Inc.
By: _____	By: _____
Printed Name: _____	Printed Name: Joe Fazzone
Title: _____	Title: President
Date: _____	Date: 8/12/2020

Final Schedule of Values 8-6-20

Schedule of Values Wilco Gun Range				
Fazzone Construction				
Electric Service with trenching of 775 LF		1		22,183.68
Demo Existing Chain Link		1		3,218.16
Demo existing block wall with footer		1		25,376.40
Relocate sliding Gate and Motor		1		7,504.80
Erosion Control		1		3,180.00
New calichi driveway and spot repairs		1		30,528.00
New Concrete Fence		1		152,718.02
New Chain Link Fence		3600		89,294.40
Re-Veg		1		7,632.00
Temp Irrigation		1		8,904.00
Mobilization		1		28,402.07
Clear and grub all areas		1		8,077.20
Total for Fence Project				$ 387,018.72

Commissioners Court - Regular Session **82.**

Meeting Date: 08/18/2020

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	07/27/2020 03:13 PM
Form Started By: Vicky Edwards		Started On: 07/27/2020 11:01 AM
Final Approval Date: 07/27/2020		

Commissioners Court - Regular Session **83.**

Meeting Date: 08/18/2020

August 2020 Construction Summary Report

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

August 2020 Construction Summary Report

August 2020 PowerPoint Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/12/2020 03:37 PM
Form Started By: Dawn Haggard		Started On: 08/10/2020 08:57 AM
Final Approval Date: 08/12/2020		

ROAD BOND PROGRAM

Construction Summary Report

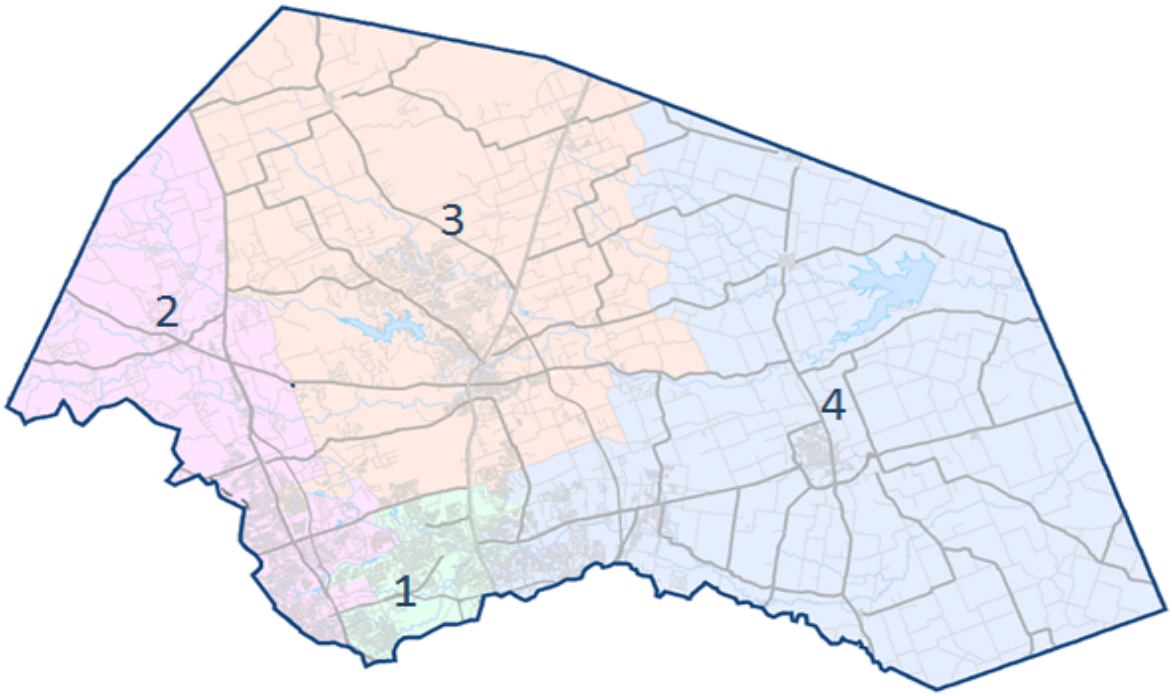
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

August 2020

WWW.ROADBOND.ORG

Volume XIX - Issue No.08



Presented By: HNTB

Table of Contents



Completed Projects 1

PRECINCT No. 1 – Commissioner Terry Cook 5

North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive) 8

Great Oaks Water Line Relocations 10

Forest North Drainage Improvements Phase 3 11

O'Connor Traffic Signals (Morgan Hill, Liberty Walk, Great Oaks) 13

PRECINCT No. 2 – Commissioner Cynthia Long 15

Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) 18

San Gabriel Ranch Road Bridge at Lackey Creek (Remuda Drive to San Gabriel Ranch Road) 19

Seward Junction Improvements (SH 29 to CR 266 & CR 266 south of CR 259 to SH 29) 20

PRECINCT No. 3 – Commissioner Valerie Covey 22

CR 176 at RM 2243 (RM 2243 at Parkside Parkway) 25

PRECINCT No. 4 – Commissioner Russ Boles 26

CR 110 Middle (Limmer Loop to CR 107) 29

CR 101 (US 79 to north of Chandler Road) 31

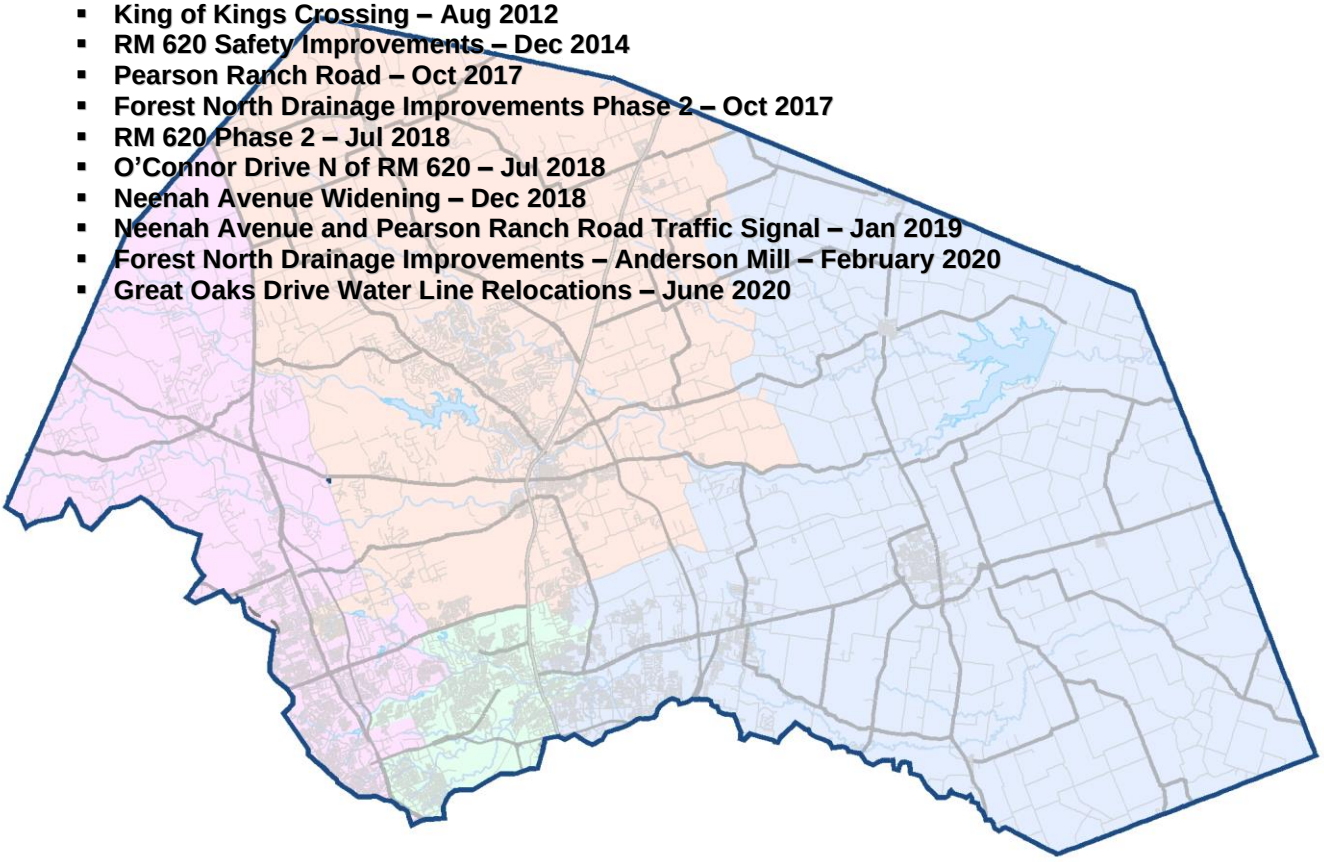
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JULY 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**



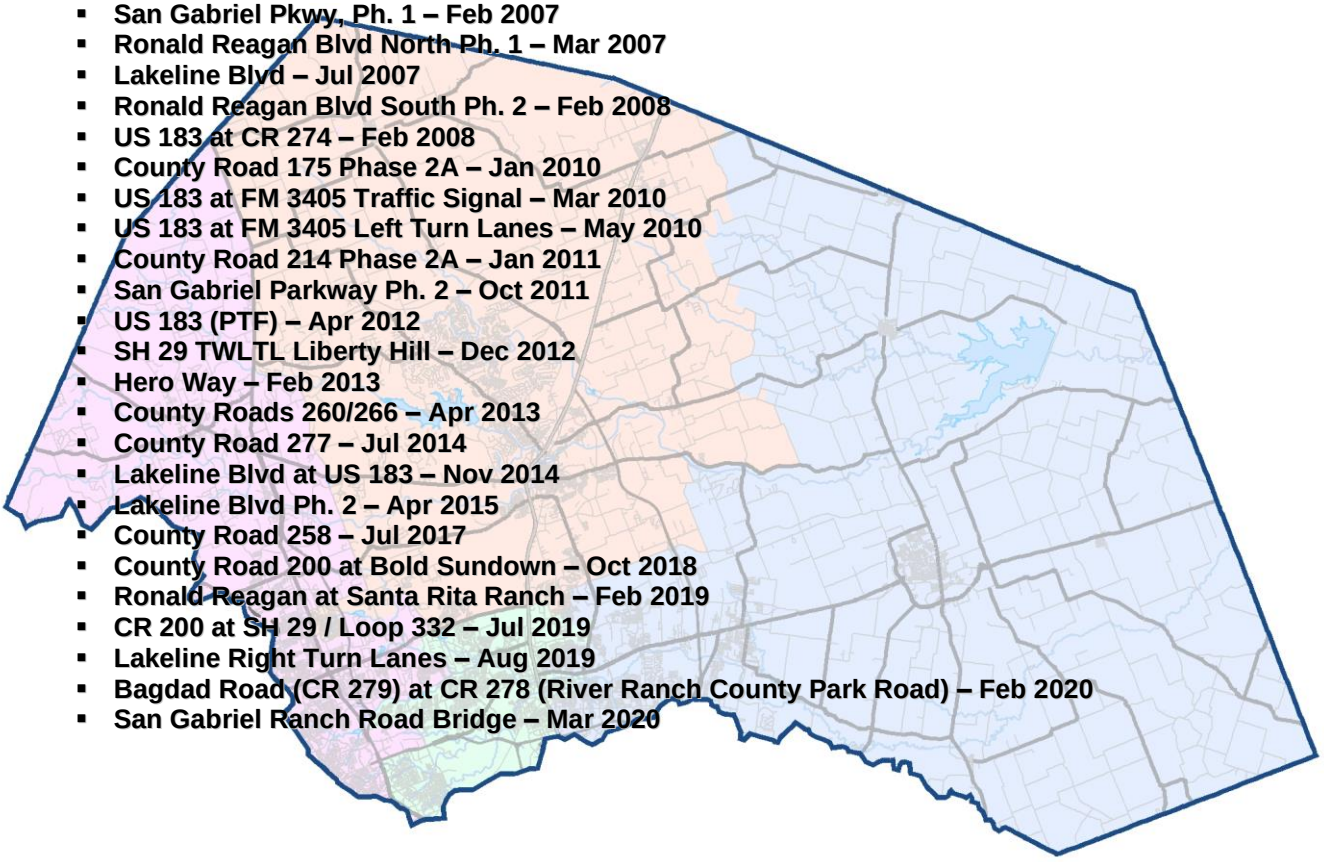
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JULY 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**



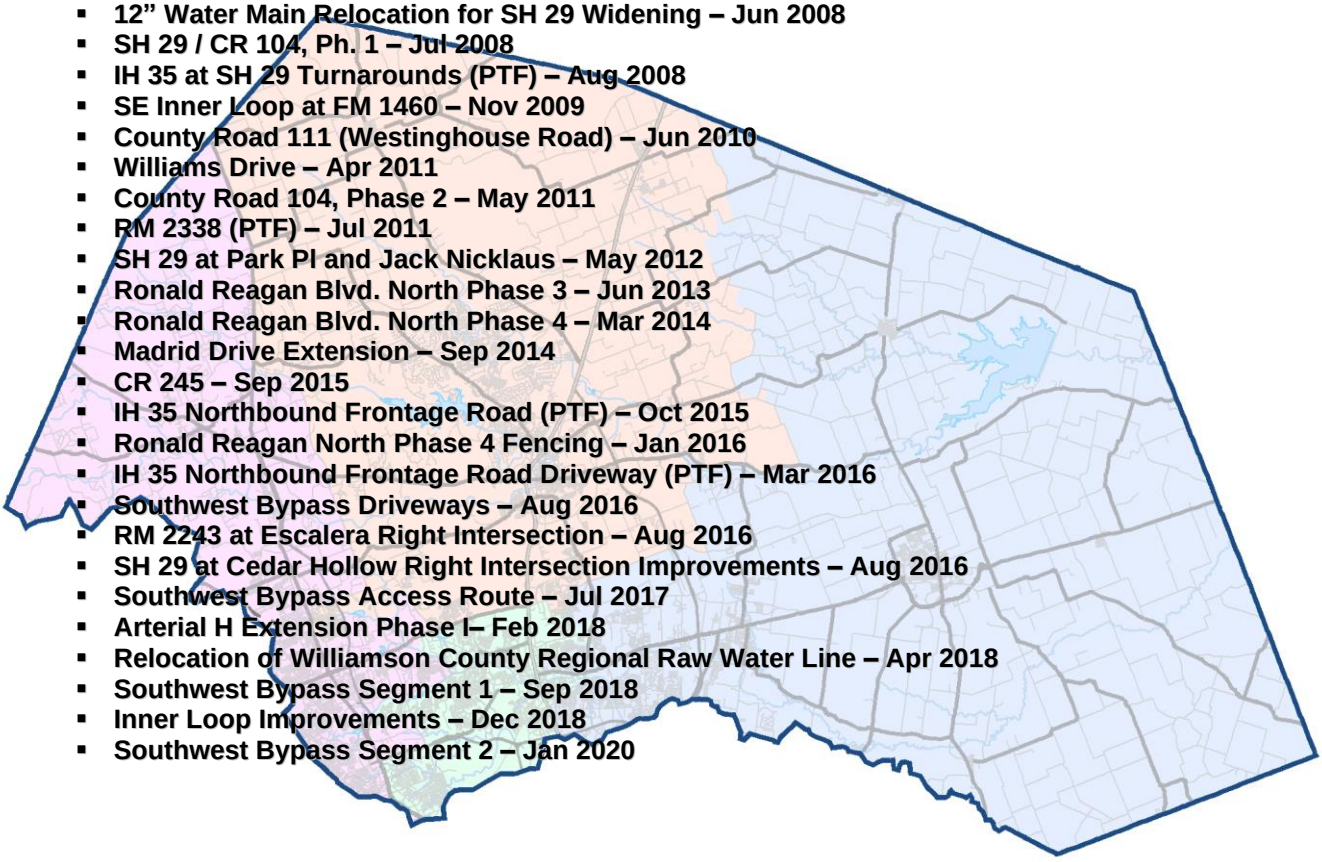
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JULY 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**



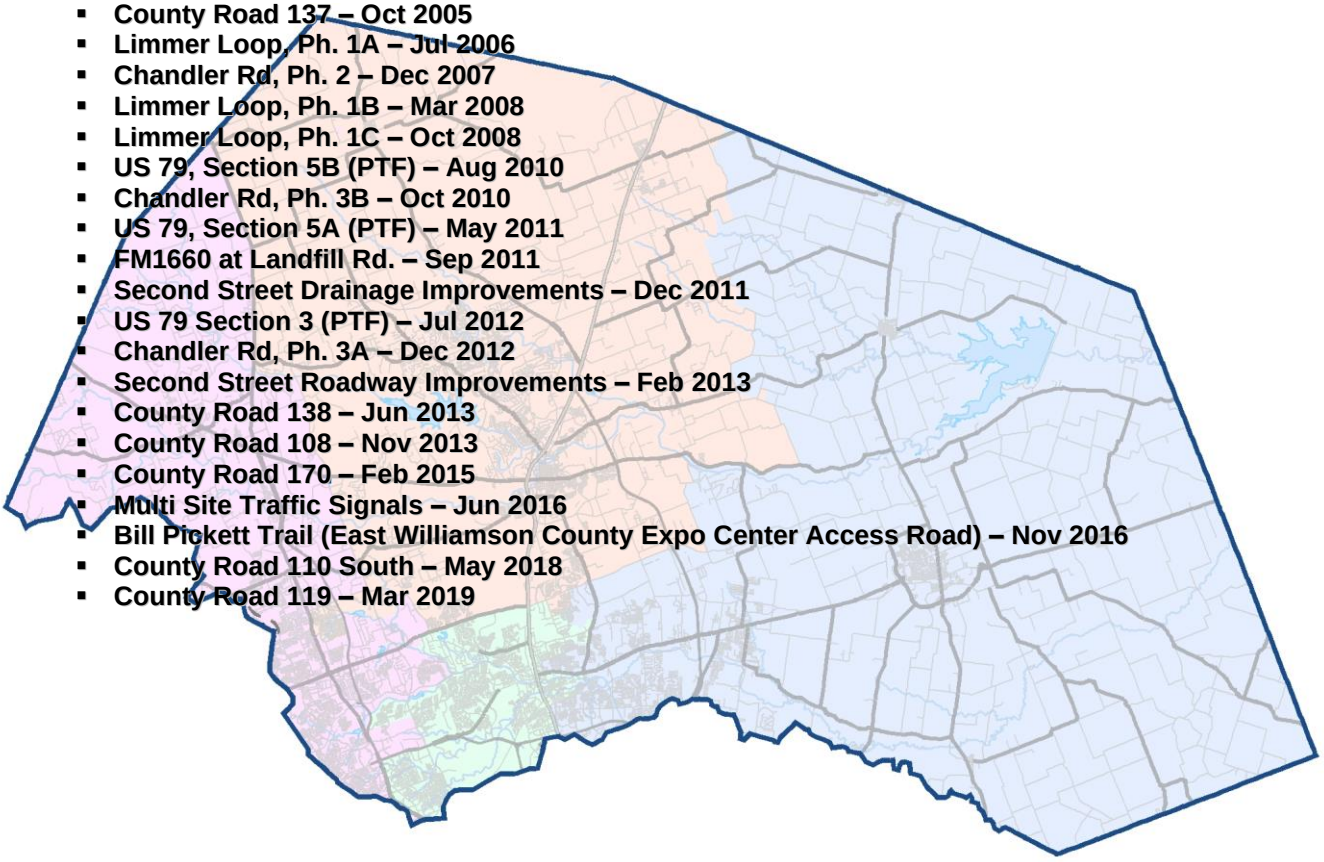
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

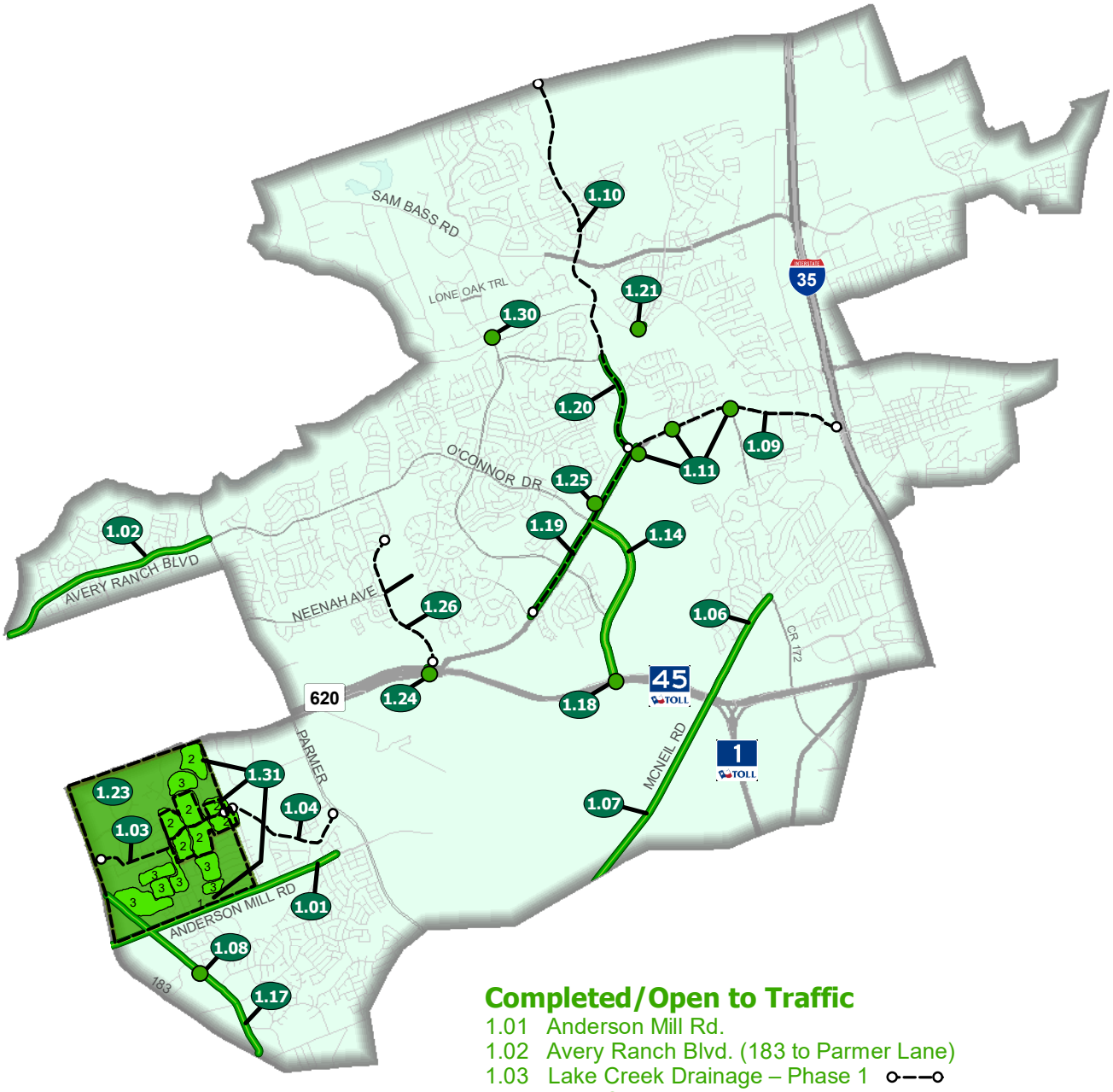
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JULY 2020

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**



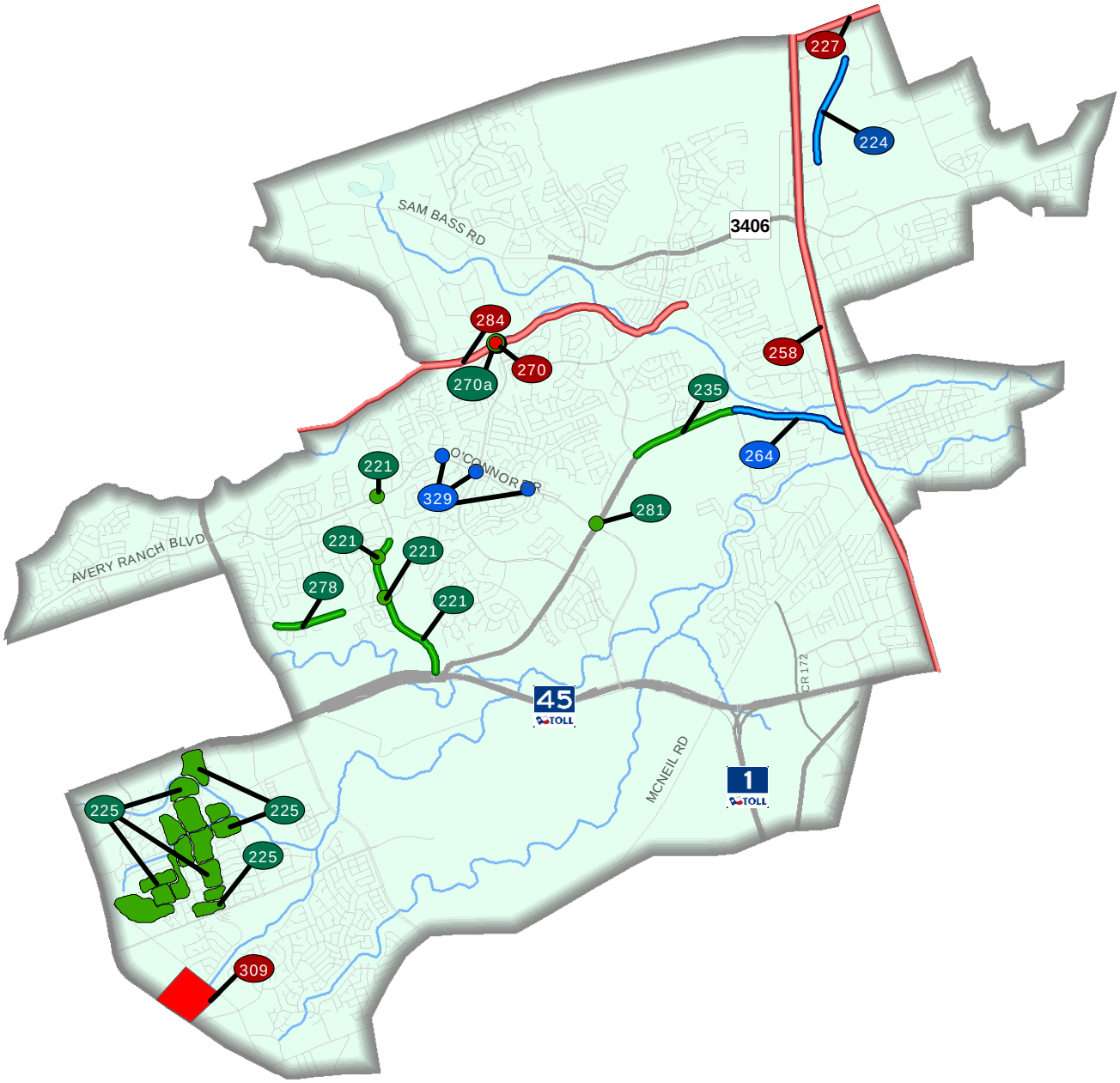
2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook



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

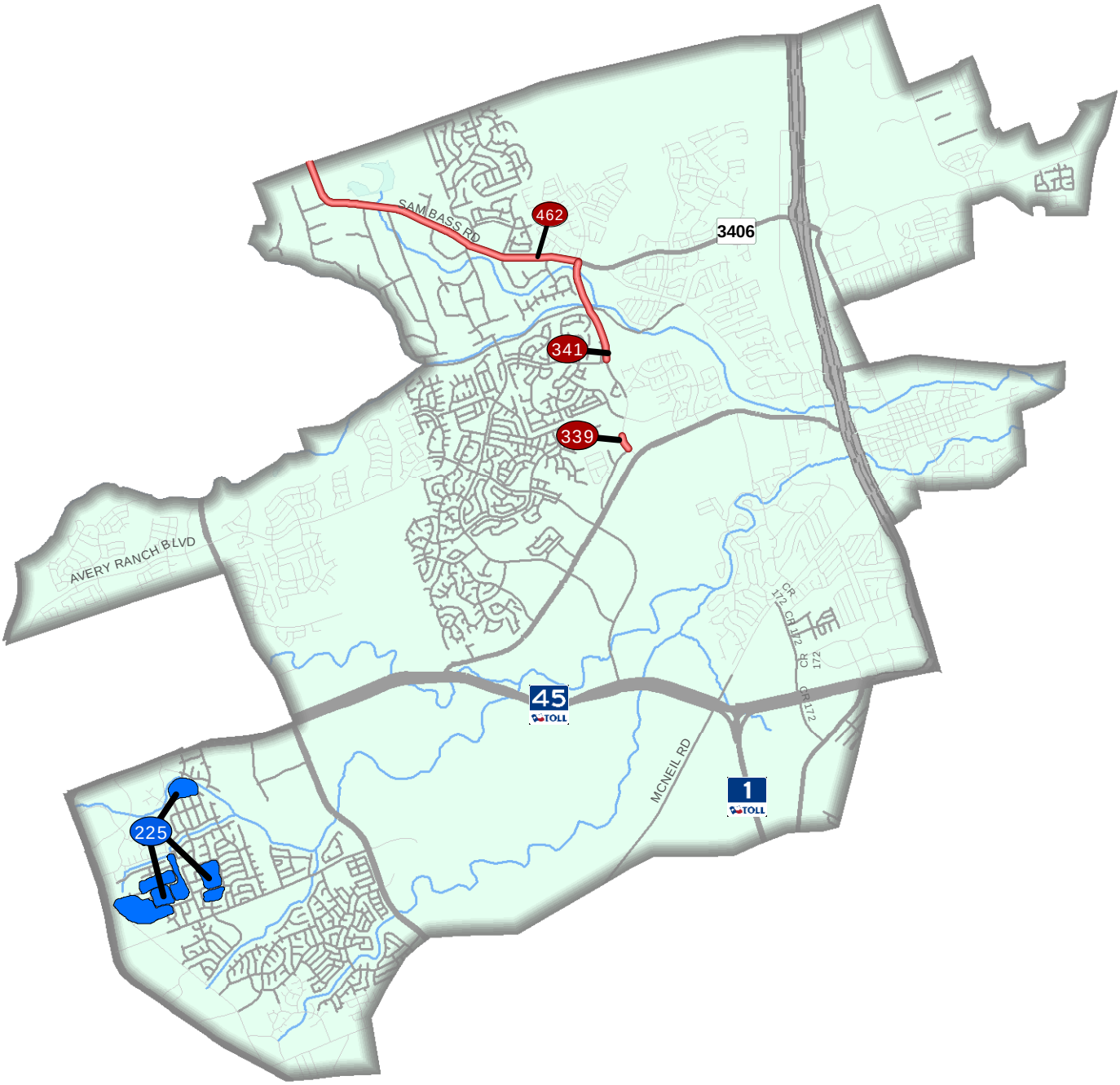
Under Construction/Bidding

- 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

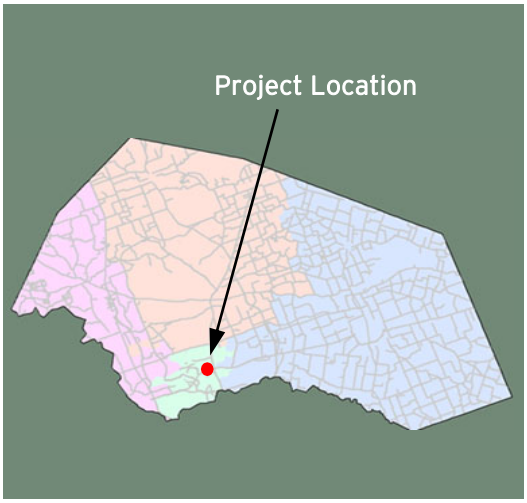
In Design

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



JULY 2020 IN REVIEW

07/03/2020: Subcontractor Capstar Electric placed illumination foundations. Water Line B was connected to the City of Round Rock utility.

07/10/2020: The 10' shared use path between the south end of the Chandler Branch Bridge (Bridge) and Paloma Drive and the footings for Outfalls 3, 7 and Line 7-01 were formed and poured. Water Line A and the storm sewer pipe was installed for Line 8-02 across Oakmont Drive.

07/17/2020: The wing walls and head walls for Outfalls 3, 7 and Line 7-01 were formed and poured. The water line for Driveway #4 was installed.

07/24/2020: The concrete channel at the end of Line 7-01 was formed and poured. The retaining walls at the pond on Parcel #7 continued to be formed and steel tied. Three sections of the footing of the wall were poured.

07/31/2020: Subcontractor Lone Star Paving placed 2 lifts of asphalt from Paloma Drive south. Riprap for the south header of the Bridge was formed and poured. The remainder of the footing for the retaining wall at the pond on Parcel #7 was formed.



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

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

7/31/2020 Comments - Substantial Completion was granted as of 6/18/20. Punch list items are ongoing including the Fern Bluff MUD water shutoff.

Change Order Number	Approved	Cost This CO	Total COs
01	6/2/2020	$30,099.11	$ 30,099.11

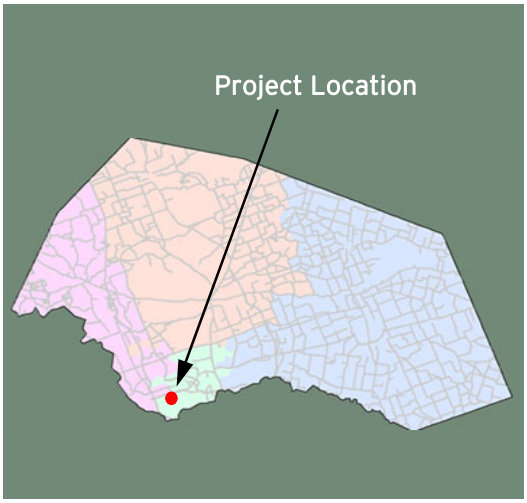
3F: County Convenience. Additional work desired by the County. This Change Order adds work to prevent bats from roosting under the Great Oaks Bridge over Brushy Creek. This item is being added to the project so that the work can be performed during the winter season.

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



JULY 2020 IN REVIEW

07/03/2020: DeNucci Constructors installed numerous COA 2" service lines on Braes Valley Street and Perthshire Street in the Braes Valley Zone.

07/10/2020: The COA 8" water line was installed on Wisterwood Street in the Braes Valley Zone. A shut out took place on Perthshire to connect services.

07/17/2020: The installation began on the COA 8" water line on Broadmeade Avenue in the Norchester Zone.

07/24/2020: Installation continued on the COA 8" water line on Broadmeade Avenue in the Norchester Zone. The COA shutout took place in the Braes Valley Zone to connect services on Wisterwood.

07/31/2020: Installation continued on the COA 8" water line on Broadmeade Avenue in the Norchester Zone. COA shutouts took place at the Braes Valley and Broadmeade intersection and on Perthshire to make a connection to the water main and remove the existing asbestos line. The removal of the existing COA 8" asbestos water line began between Broadmeade and Perthshire. Existing asbestos pipe was cut and replaced on Perthshire and Broadmeade.



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

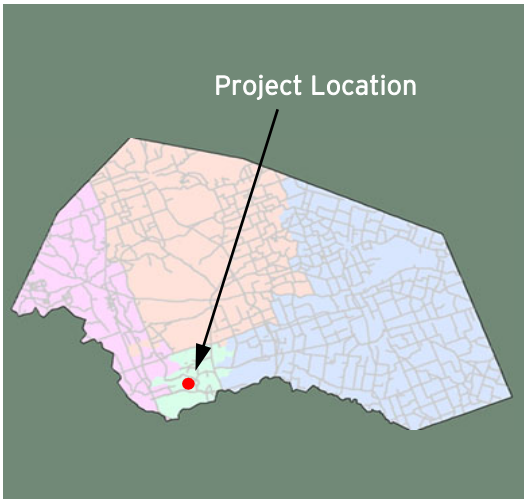
Original Contract Price = $4,793,058.15

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
2	7/1/2020	7/31/2020	31	$314,341.20	$476,712.90	$34,926.80	$52,968.10	11	9

Adjusted Price = $4,793,058.15





O'Connor Traffic Signals
(Morgan Hill, Great Oaks, and Liberty Walk Intersections)

Project Length: .1 miles
Roadway Classification: Residential Intersections

Project Schedule: October 2019 - September 2020
Estimated Construction Cost: $.85 Million



JULY 2020 IN REVIEW

07/03/2020: Electronic changeable message boards were set up to provide advance notification to drivers.

07/17/2020: Subcontractor Softdig Underground Services completed locating existing underground utilities at the Liberty Walk Drive intersection.

07/24/2020: Champion Infrastructure installed mulch logs for sediment control at existing curb inlets at the Great Oaks Drive, Morgan Hill Trail and Liberty Walk intersections. Subcontractor Softdig Underground Services continued locating existing underground utilities at the Great Oaks Drive and Morgan Hill Trail intersections. Subcontractor Dakota Utility Contractors began directional drilling at the Liberty Walk Drive intersection.

07/31/2020: Conduit installation began between ground boxes at the northwest corner of the Liberty Walk intersection. Subcontractor Dakota Utility Contractors attempted directional drilling to install conduits under Liberty Walk Drive and encountered an abandoned RCP. Subcontractor Softdig Underground Services continued locating underground utilities at the Liberty Walk intersection. Considering the complexity of underground utilities at Liberty Walk, the County has approved open cutting the conduit crossings.



Design Engineer: LJA Engineering
Contractor: Capital Excavation
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

HNTB

O'Connor Traffic Signals
Project No. 1907-333

Original Contract Price = $853,503.50

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
8/20/2019	9/17/2020	10/3/2019	10/14/2019				210	0	210

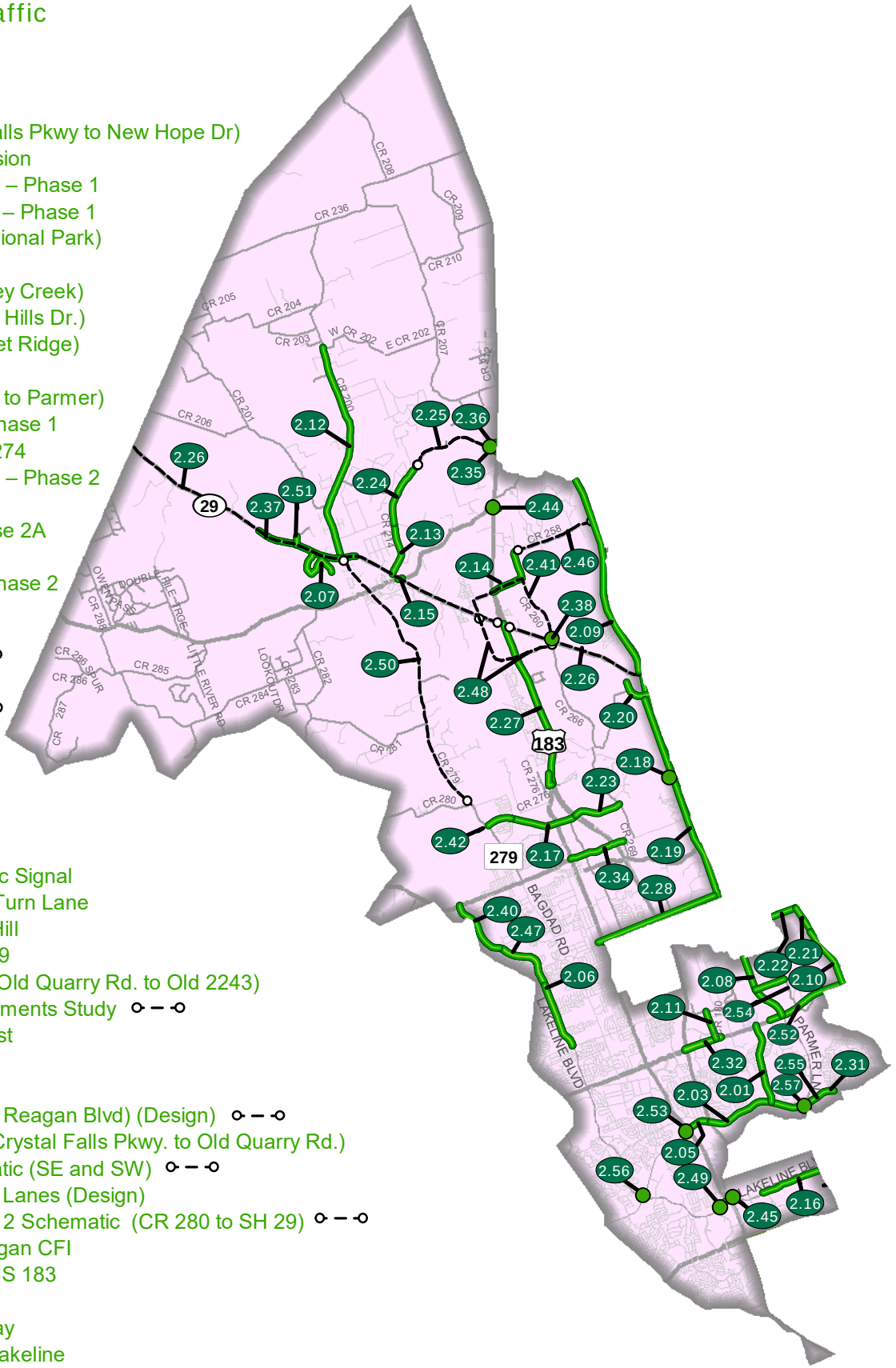
Invoice	Beginning	Ending	Days	Current	Invoice	Current	Total	% ($)	% Time
1	6/1/2020	6/30/2020	30	$91,850.40	$91,850.40	$10,205.60	$10,205.60	12	14
2	7/1/2020	7/31/2020	31	$56,002.50	$147,852.90	$6,222.50	$16,428.10	19	29

Adjusted Price = $853,503.50

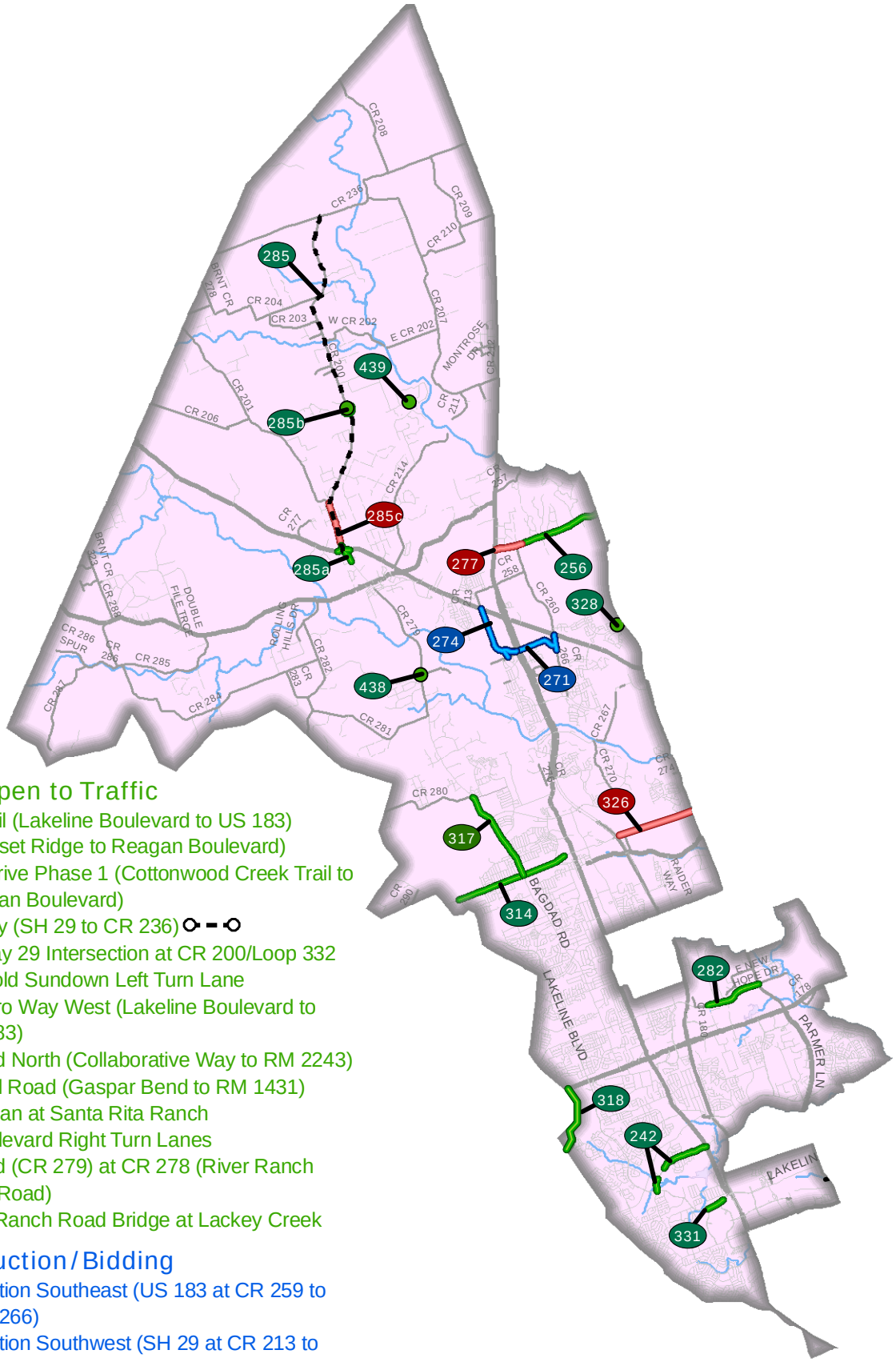
2006 Road Bond Program Projects
Precinct 2 - Commissioner Long

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

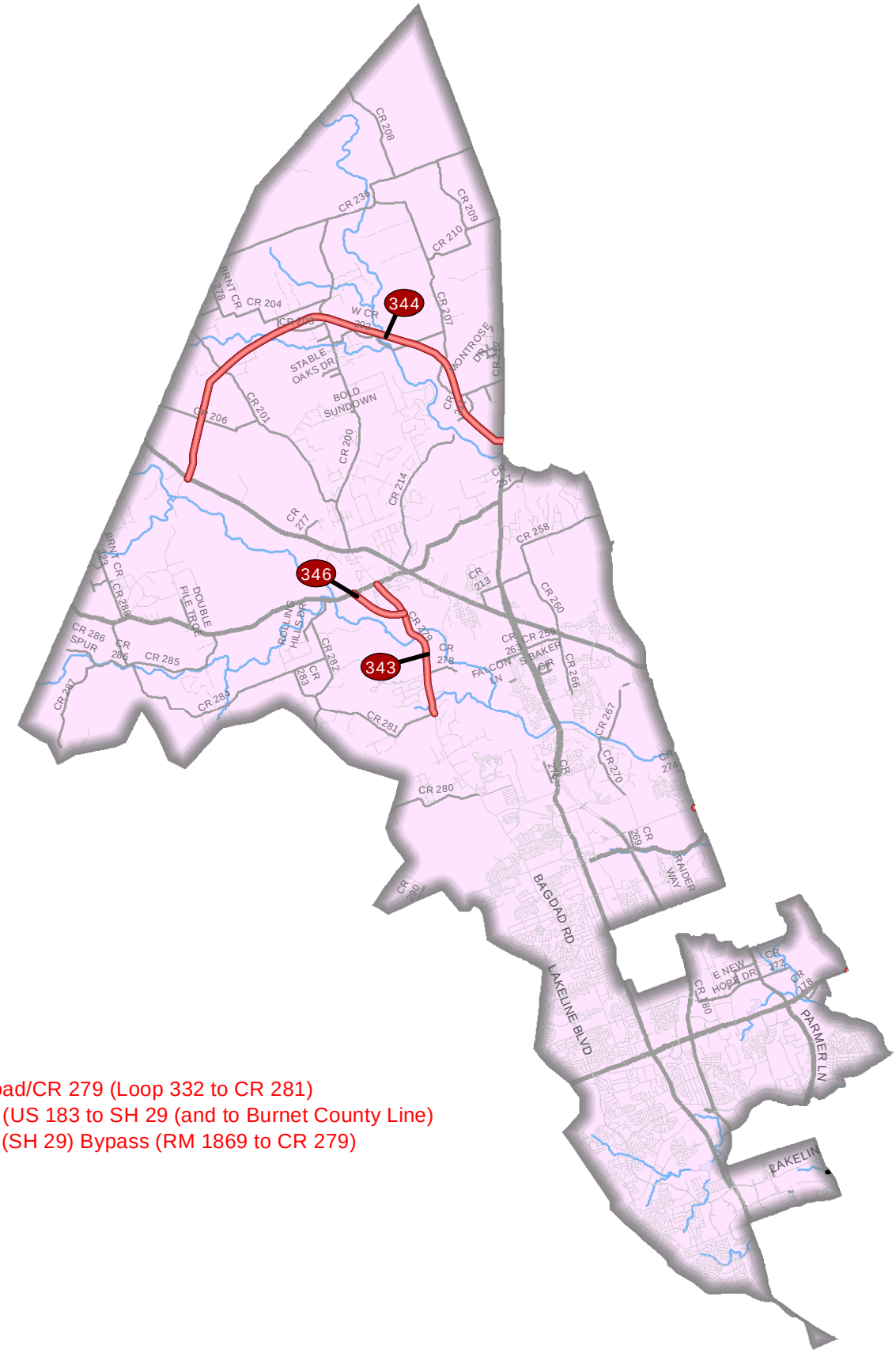
Under Construction/Bidding

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

7/31/2020 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

7/31/2020 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

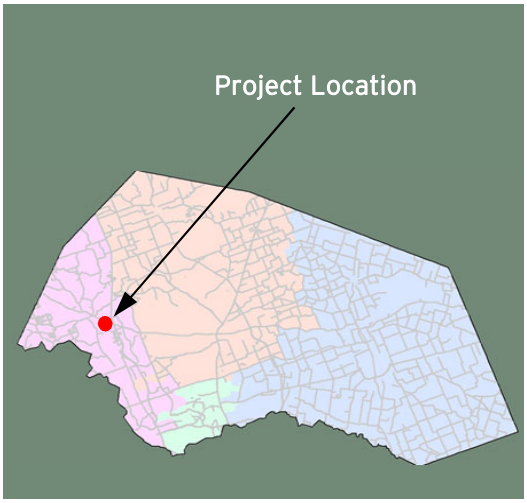
2J: Differing Site Conditions (unforeseeable). Other. This Change Order compensates the Contractor for the labor and equipment costs to reprocess flexible base on the west roadway approach due to a water line break on Remuda Drive.

Change Order Number	Approved	Cost This CO	Total COs
05	7/21/2020	($390.00)	$ 34,624.37

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 for work on the project paid for by the County as a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = $1,459,926.27





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 - January 2021
Estimated Construction Cost: $13.7 Million



JULY 2020 IN REVIEW

07/10/2020: Southwest: Subcontractor Texas Materials paved the 2nd lift of 3" Type B Hot Mix asphalt for the transition near CR 263. Jordan Foster continued backfilling and placing topsoil along the edge of the driveways. The transition section at CR 263 intersection was formed. **Southeast**: The Contractor formed, tied the steel, and placed the concrete for the full width of the proposed westbound portion at the US 183 northbound tie-in. Excavation for Channel E at the upstream side of the Bridge E was completed. Steel began to be formed and tied for the concrete at Driveways 13 and 14.

07/24/2020: Southwest: The transition pavement was poured for the future eastbound left turn lane at the CR 263 intersection. Subcontractor Highway Pavement Specialties completed saw cutting construction joints. **Southeast:** The Contractor formed, tied steel, and placed the concrete for the radii at the proposed intersection of CR 266 and at Driveways 15 and 16. The 18" rock riprap was installed along the west slope at the upstream end of Channel E. Subcontractor Roadway Specialties began installing guard rail at Bridge F. **US 183 Crossover**: Subcontractor ESSI hydro-seeded topsoil in the US 183 median and installed soil retention blankets at the downstream of Culvert C and C.02. **PEC Pond**: The Contractor installed 12" RCP at the storm filter box and 18" RCP at the added driveway to PEC pond.



Design Engineer: K Friese and Aguirre & Field
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	27	28
5	10/1/2019	10/31/2019	31	$629,436.02	$3,949,763.78	$69,937.33	$438,862.64	32	34
6	11/1/2019	11/30/2019	30	$278,357.53	$4,228,121.31	$30,928.62	$469,791.26	34	39
7	12/1/2019	12/31/2019	31	$499,295.12	$4,727,416.43	$55,477.23	$525,268.49	38	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	47	56
10	3/1/2020	3/31/2020	31	$1,495,940.26	$7,226,774.10	-$256,402.78	$380,356.53	56	62
11	4/1/2020	4/30/2020	30	$925,168.98	$8,151,943.08	$48,693.11	$429,049.64	63	68
12	5/1/2020	5/31/2020	31	$751,064.06	$8,903,007.14	$39,529.68	$468,579.32	68	73
13	6/1/2020	6/30/2020	30	$728,210.17	$9,631,217.31	$38,326.85	$506,906.17	74	79

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.

Change Order Number	Approved	Cost This CO	Total COs
03	7/21/2020	$3,372.67	$ 125,625.78

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.

Change Order Number	Approved	Cost This CO	Total COs
04	8/4/2020	$17,647.04	$ 143,272.82

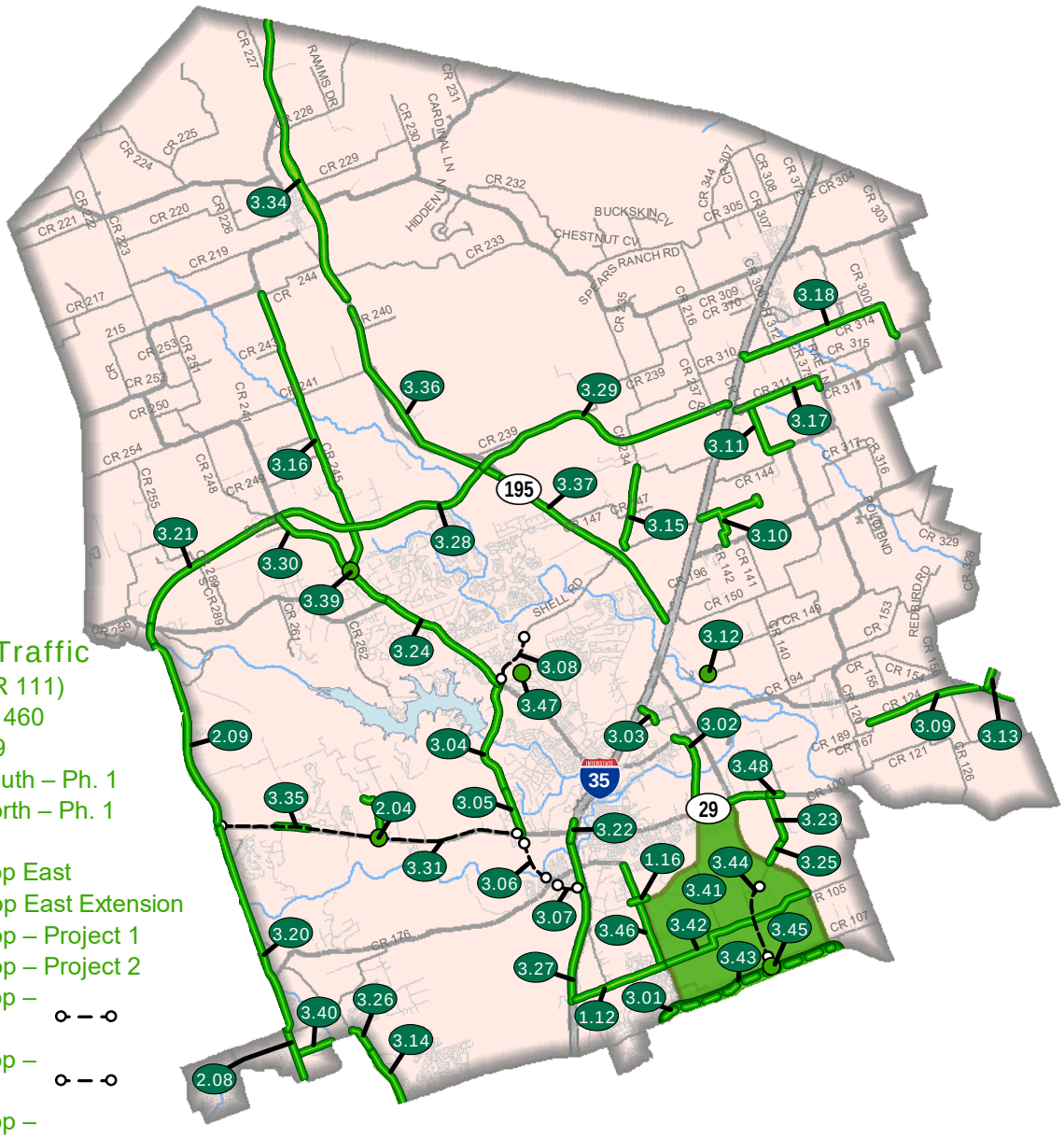
2J: Differing Site Conditions (unforeseeable). Other. This Change Order adds Work Zone Pavement Mark Removeable pay items to the contract. The plans included Work Zone Pavement Mark Non-Removeable items that worked with the asphalt pavement section. Since the roadway is concrete paving, Work Zone Pavement Mark Removeable items needed to be added for the different phases and traffic switches called for in the plans. This applies to the Seward Junction Southeast portion of the project.

Change Order Number	Approved	Cost This CO	Total COs
05	8/4/2020	$272,221.81	$ 415,494.63

2G: Differing Site Conditions (Unforseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional work to install a new 6" and a new 8" wastewater line, a new 6" water line, and remove an existing wastewater vault that has been abandoned. The installation of the new underground utilities are necessary because the existing lines are in conflict with the proposed construction at the intersection of SH 29 and Seward Junction Southwest. The utilities belong to the City of Liberty Hill.

Adjusted Price = $13,685,752.73

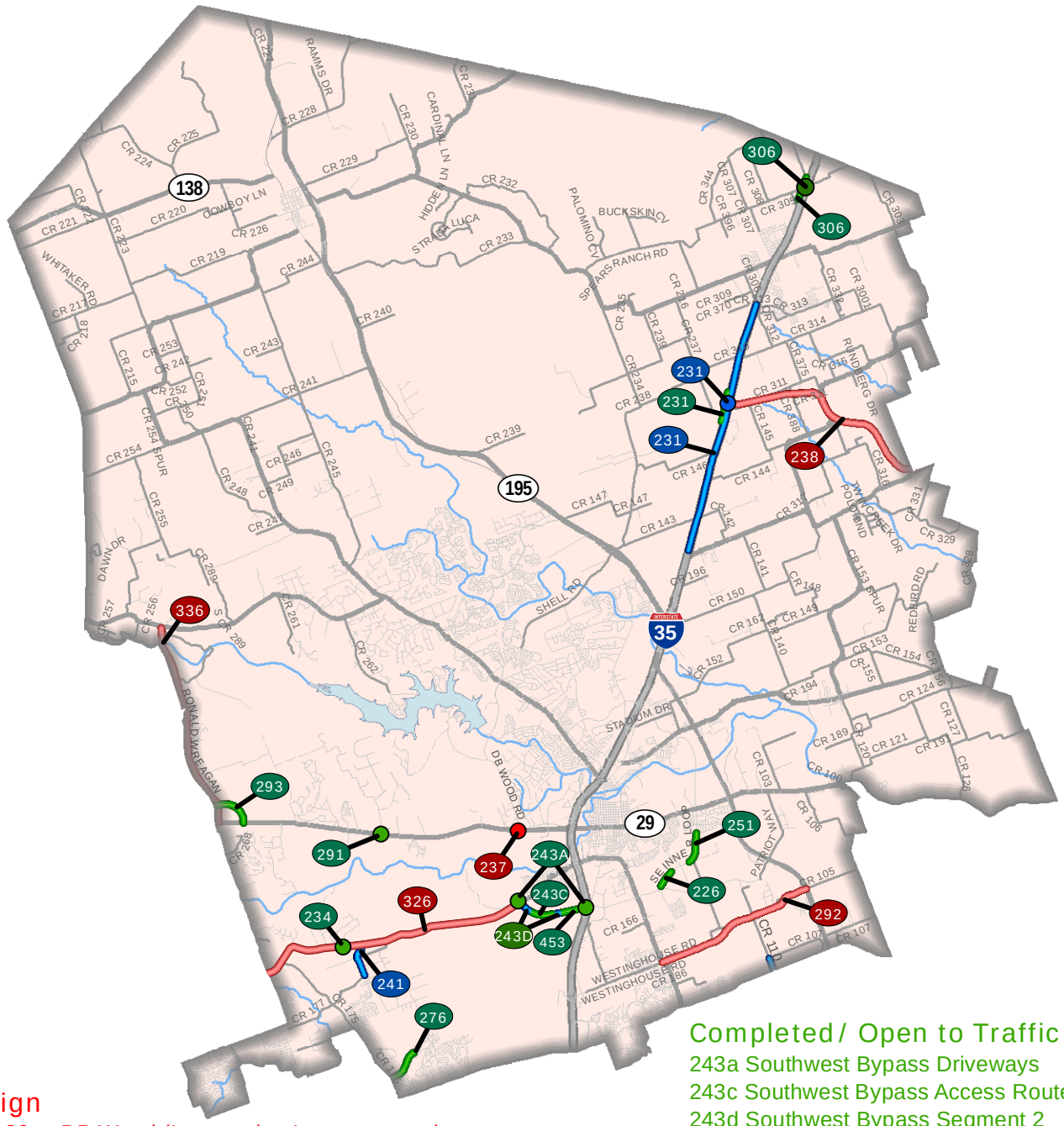
2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey



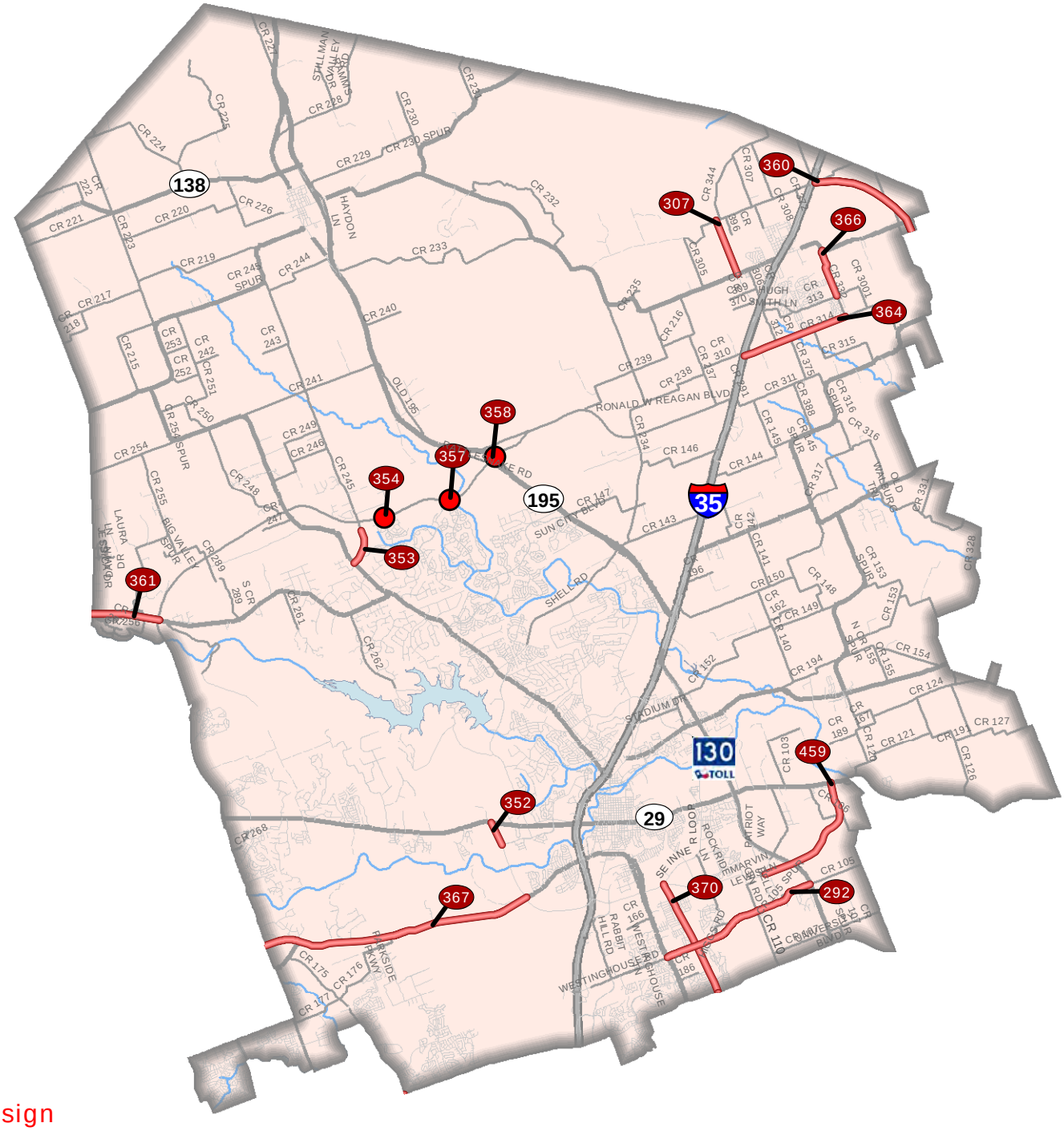
Completed / Open to Traffic

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)

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	19	25
4	10/1/2019	10/31/2019	31	$404,602.62	$915,541.85	$44,955.84	$101,726.87	34	38
5	11/1/2019	11/30/2019	30	$172,401.65	$1,087,943.50	$19,155.74	$120,882.61	41	52
6	12/1/2019	12/31/2019	31	$49,862.16	$1,137,805.66	$5,540.24	$126,422.85	43	65
7	1/1/2020	1/31/2020	31	$4,983.70	$1,142,789.36	$553.75	$126,976.60	43	79
8	2/1/2020	2/29/2020	29	$350,483.90	$1,493,273.26	-$48,383.27	$78,593.33	53	91
9	3/1/2020	3/31/2020	31	$148,264.69	$1,641,537.95	$7,803.40	$86,396.73	58	105
10	4/1/2020	4/30/2020	30	$232,512.45	$1,874,050.40	$12,237.50	$98,634.23	66	118
11	5/1/2020	5/31/2020	31	$20,527.25	$1,894,577.65	$1,080.38	$99,714.61	67	131
12	6/1/2020	6/30/2020	30	$239,695.54	$2,134,273.19	$12,615.56	$112,330.17	76	145

.

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.

Change Order Number	Approved	Cost This CO	Total COs
03	8/4/2020	($204,858.75)	$ 67,787.55

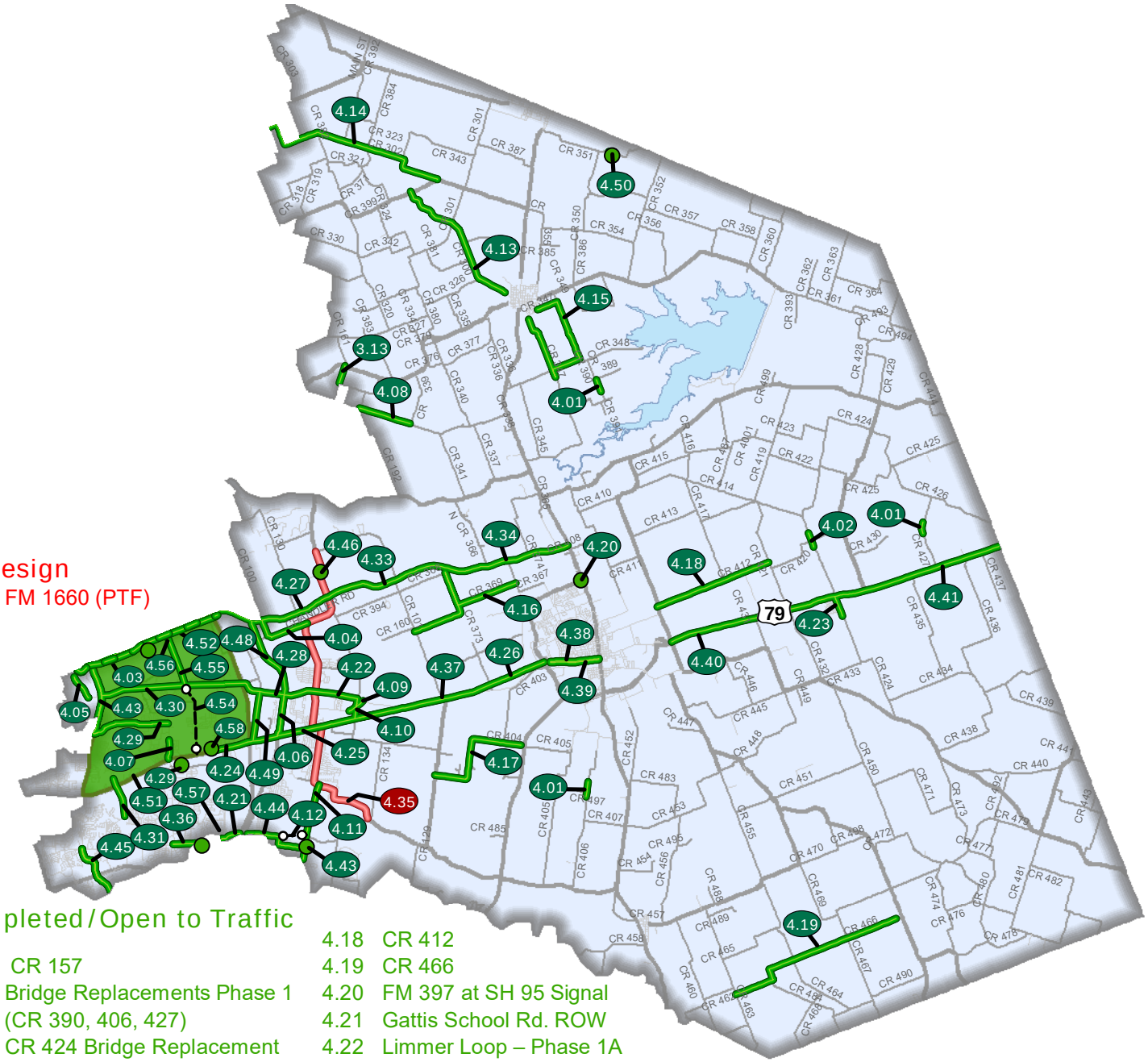
2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforseeable). This Change Order deletes the quantity for Item 162 Mulch Topdressing and Items 260 related to the Lime Treated Subgrade. The Contractor was able to salvage high quality topsoil from the project limits and reuse that material on the final project. The topsoil used did not require the addition of mulch to establish vegetation or prevent erosion. The Lime Treated Subgrade items were deleted due to the high quality of existing material encountered at subgrade elevation. Lab testing determined that the existing material contained a low enough PI that lime treatment of the subgrde was not necessary.

Change Order Number	Approved	Cost This CO	Total COs
04	8/4/2020	$452,885.58	$ 520,673.13

3F: County Convenience. Additional work desired by the County. This Change Order adds a Shared Use Path to (SUP) the project at the request of the County. The path extends from RM 2243 (Leander Road) to CR 176 and is located along the west right of way. The SUP required a pedestrian crossing of Parkside

Adjusted Price = $2,968,233.13

2006 Road Bond Program Projects
Precinct 4 - Commissioner Boles



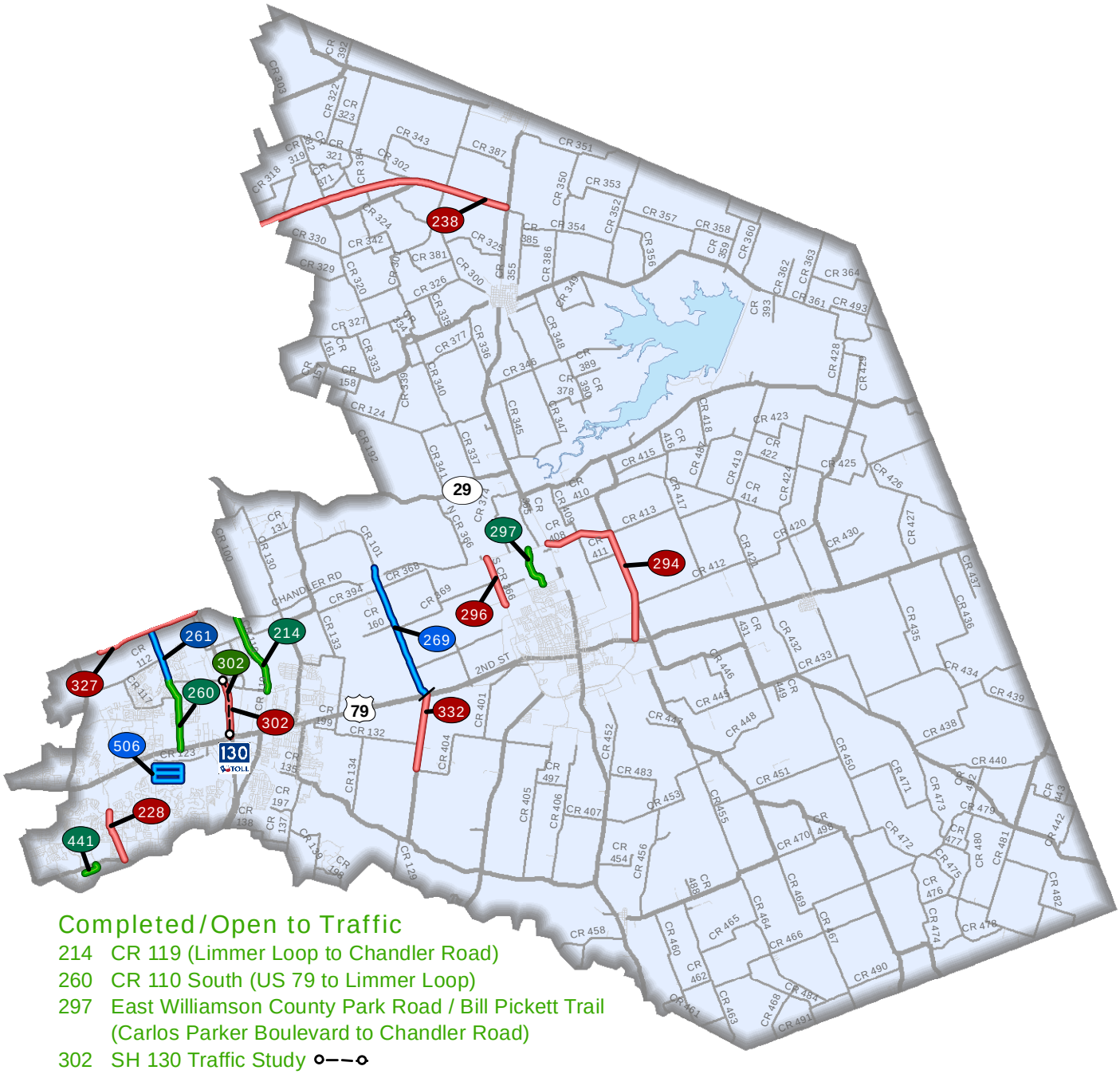
In Design

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)

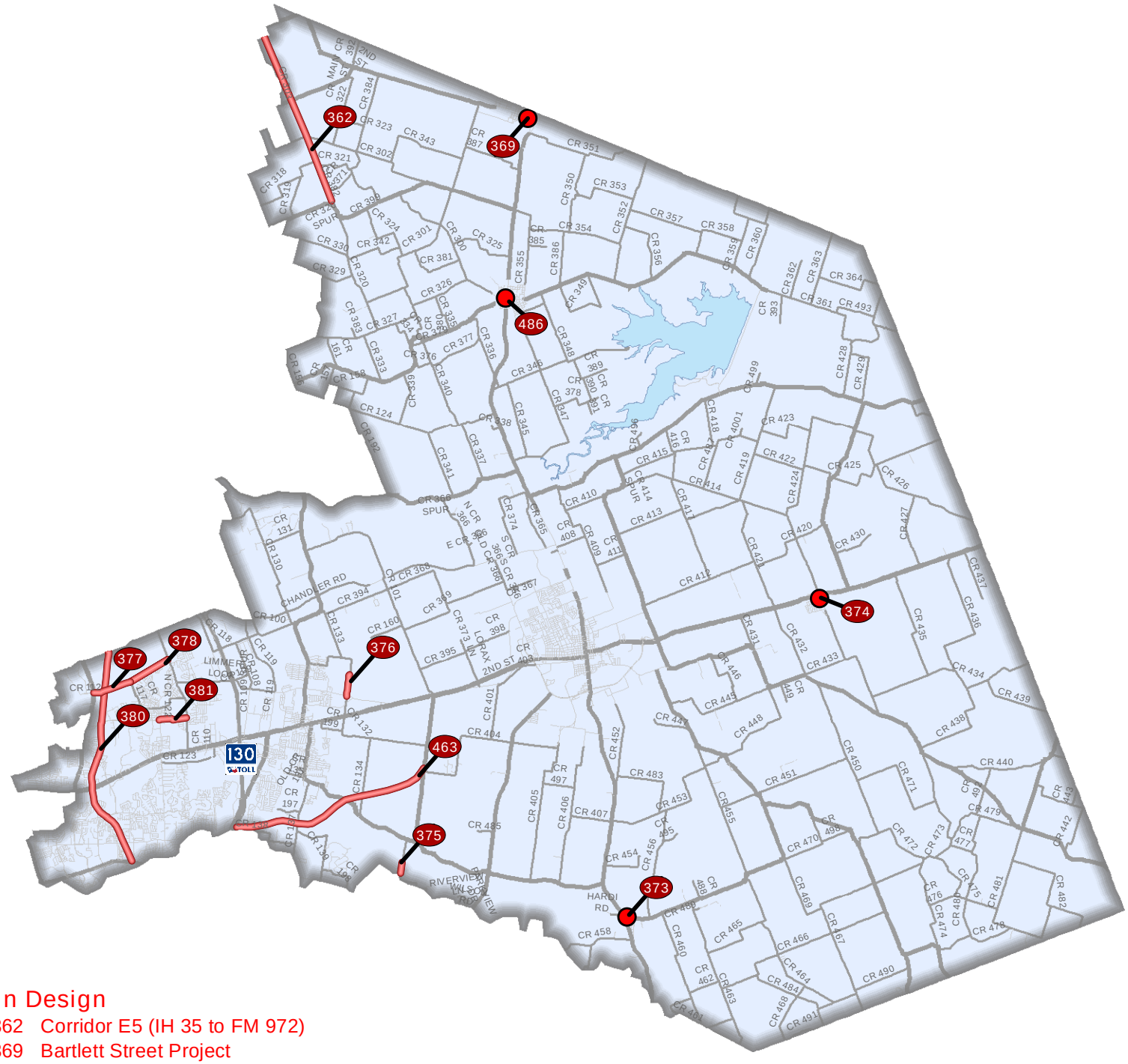
Under Construction/Bidding

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

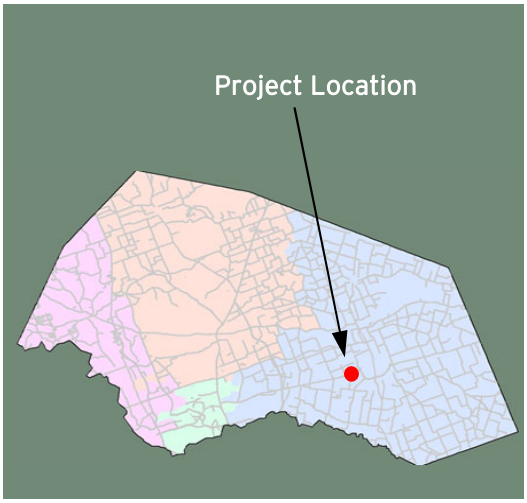
2019 Road Bond Program Projects
Precinct 4 - Commissioner Boles



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



JULY 2020 IN REVIEW

07/03/2020: James Construction excavated the roadway 9" below the bottom of pavement. Lifts of Type B asphalt were placed and covered with flexible base to transition from DeSoto Loop North and South.

07/10/2020: Three lifts of flexible base were placed and processed at DeSoto Loop North and South. Subcontractor Flasher striped 4" yellow solid and broken stripes from University Boulevard north. Subcontractor M-Line placed poles from Builders First to Culvert F.

07/17/2020: A traffic shift took place at DeSoto Loop North. Permanent striping was completed for several sections of the project. Excavation of the old CR 110 between the Culvert C and Driveway #1 continued. Two 18" storm drainpipes were installed at DeSoto North.

07/24/2020: Topsoil was placed between Builders First Driveway and CR 112. Subcontractor RSI placed rock filter dams from Culvert B to CR 112.

07/31/2020: The 8' shoulder and radius was excavated on the northeast side of University and Type B asphalt was placed. Subcontractor RSI removed metal beam guard fence on south east side of University Boulevard.



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

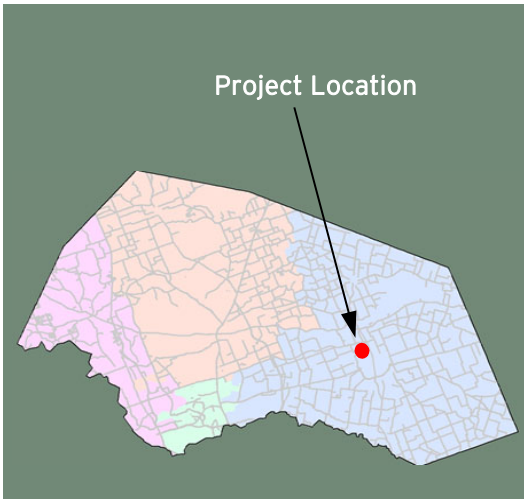
2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This Change Order provides grading of the Limmer Loop ditch at CR 110, due to communication utility conflicts not being adjusted for the previous CR 110 South project. The ditch work must be completed, prior to construction of the requested driveway for the new corner store. The driveway permit has already been submitted to the County by the Developer.

Change Order Number	Approved	Cost This CO	Total COs
03	7/21/2020	$10,419.60	$ 108,592.57

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.

Adjusted Price = $9,019,455.30





CR 101
(US 79 to north of Chandler Road)

Project Length: 3.8 Miles
Roadway Classification: Rural Collector

Project Schedule: July 2020 -December 2021
Estimated Construction Cost: $13 Million



JULY 2020 IN REVIEW

07/03/2020: Oncor's subcontractor Volt continued installing power poles on the east side of the right of way.

07/17/2020: Subcontractor Flasher set the perimeter barricades. Oncor's subcontractor Volt continued installing power poles on the east side of the right of way.

07/24/2020: James Construction began removing existing fence lines along CR 101 from CR 369 to the north. Topsoil was removed from CR 369 to Chandler Road. The existing retaining walls on the southeast side of the South Fork of Mustang Creek were removed. Subcontractor Fuquay placed erosion controls logs along both sides of the right of way from CR 369 to Chandler Road.

07/31/2020: The Contractor completed removing the existing fence lines along CR 101 from CR 369 to the north. The Contractor began placing embankment from CR 369 to the north side of the South Fork of Mustang Creek and from CR 368 to the North Fork of Mustang Creek. Volt (Oncor contractor) energized the new power lines and began removing the old power lines.



Design Engineer: Kimley Horn
Contractor: James Construction
Construction Observation:
Dave Thomas, HNTB

Williamson County
Road Bond Program

HNTB

CR 101 (US 79 to Chandler Road)
Project No. 2138

Original Contract Price = $13,092,842.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
10/9/2019	11/5/2019	6/26/2020	7/6/2020				540		540

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/6/2020	7/25/2020	20	$366,881.43	$366,881.43	$40,764.60	$40,764.60	3	4

7/31/2020 Comments - Time charges began 7/6/2020.

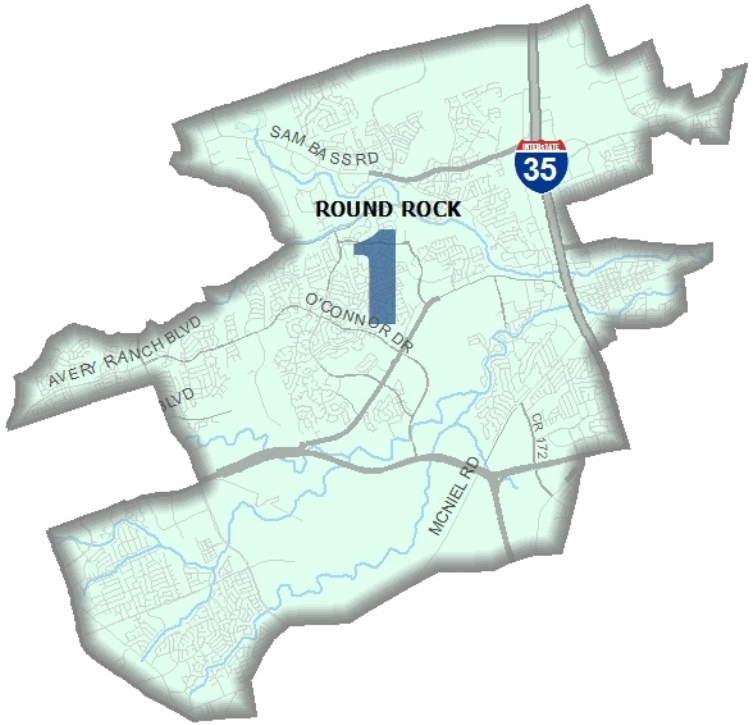
Adjusted Price = $13,092,842.00

Williamson County Commissioners Court

Road Bond Program

August 18, 2020

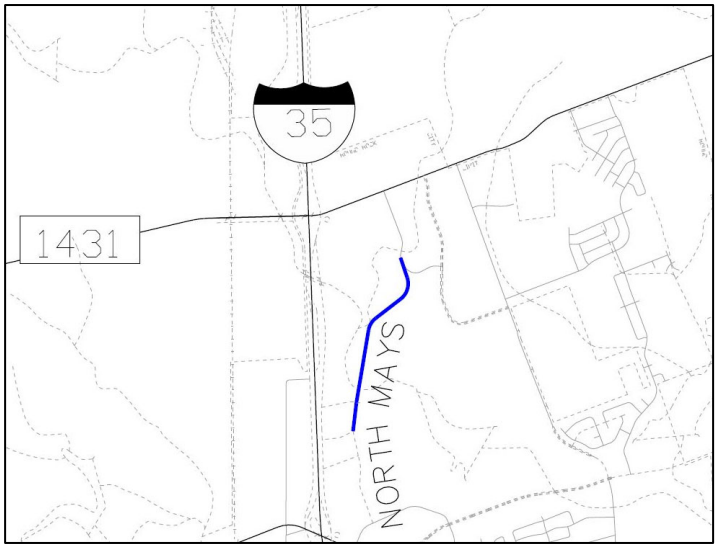
Precinct 1


SAM BASS RD
35
ROUND ROCK
1
O'CONNOR DR
AVERY RANCH BLVD
MCNIEL RD
CR 172

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 = $9,058,766.52 (84%)

North Mays Extension
(Paloma Drive to Oakmont Drive)



North Mays Extension
(Paloma Drive to Oakmont Drive)



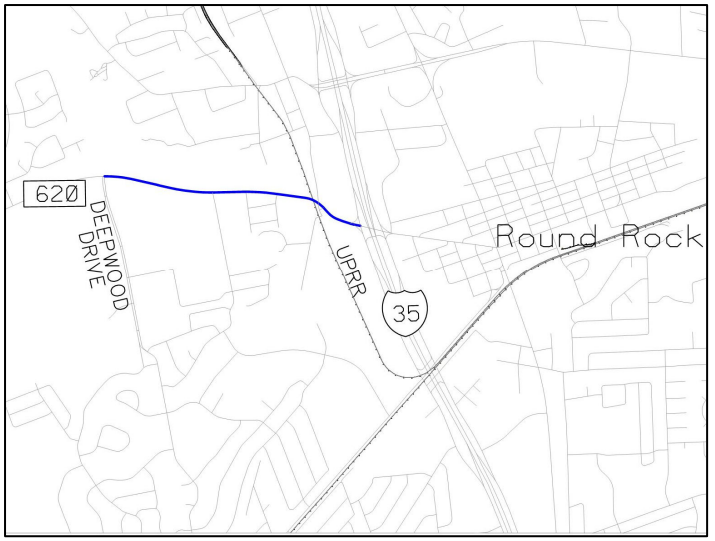
North Mays Extension
(Paloma Drive to Oakmont Drive)



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)



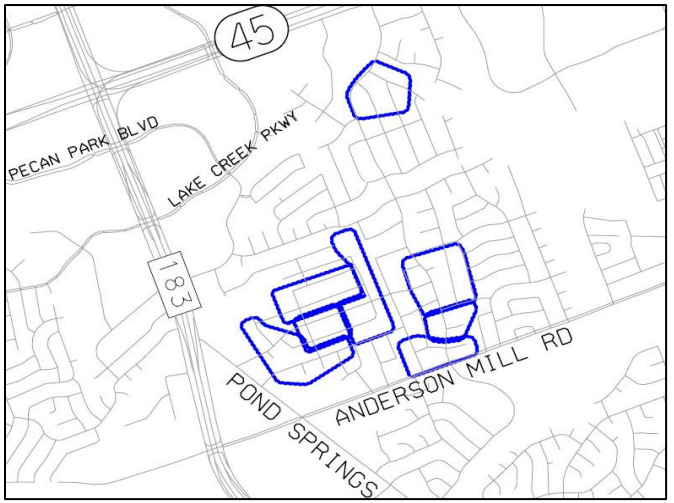
RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)



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



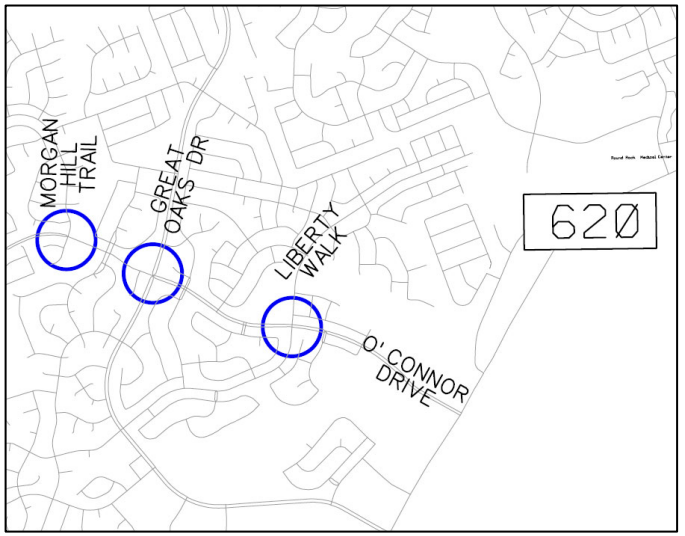
Forest North Phase 3
Drainage Improvements



O'Connor Traffic Signals (Morgan Hill Trail, Liberty Walk, Great Oaks)

Anticipated Completion

Fall 2020



Original Contract Price = $853,503.50

Total Change Orders to Date = $0.00

Adjusted Contract Price = $853,503.50

Expenditures to Date = $164,281.00 (19.2%)

O'Connor Traffic Signals
(Morgan Hill Trail, Liberty Walk, Great Oaks)



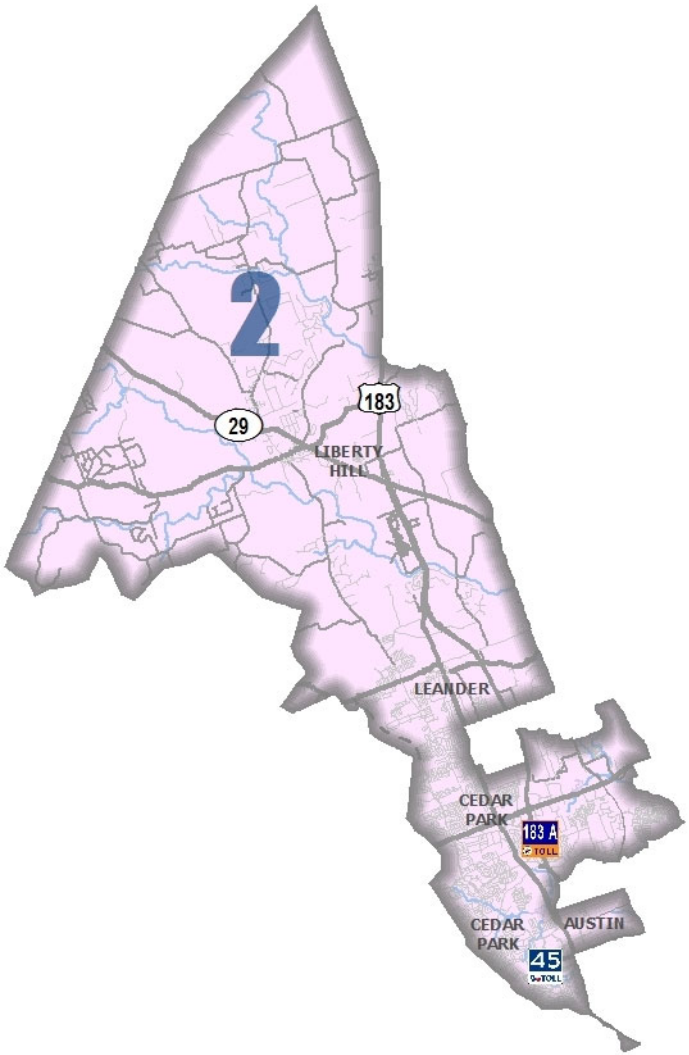
O'Connor Traffic Signals
(Morgan Hill Trail, Liberty Walk, Great Oaks)



O'Connor Traffic Signals
(Morgan Hill Trail, Liberty Walk, Great Oaks)



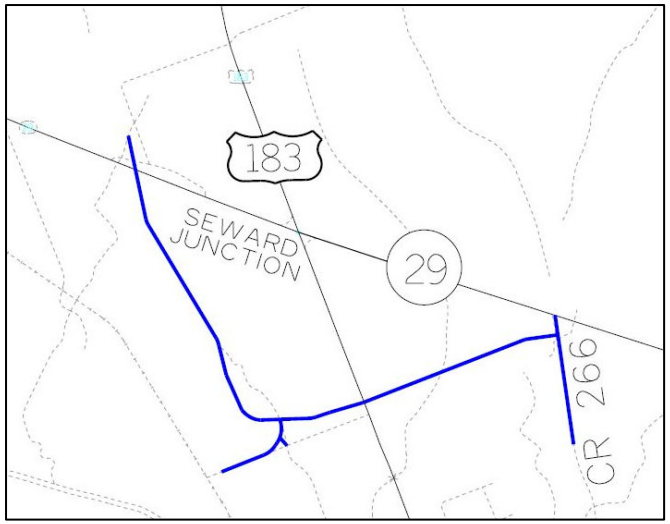
Precinct 2


2
183
29
LIBERTY HILL
LEANDER
CEDAR PARK
183 A
TOLL
CEDAR PARK
AUSTIN
45
TOLL

Seward Junction Improvements

Anticipated Completion

Early 2021



Original Contract Price = $13,270,258.10

Total Change Orders to Date = $415,494.63

Adjusted Contract Price = $13,685,752.73

Expenditures to Date = $10,138,123.48 (74%)

Seward Junction Improvements



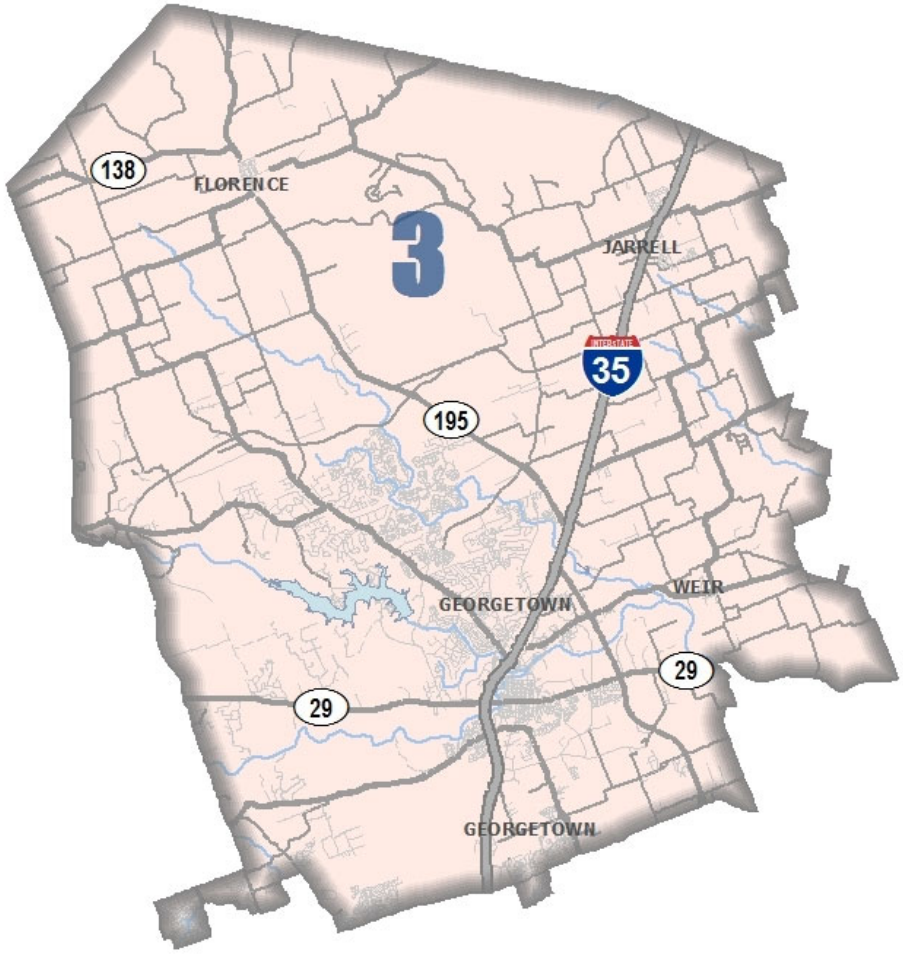
Seward Junction Improvements



Seward Junction Improvements



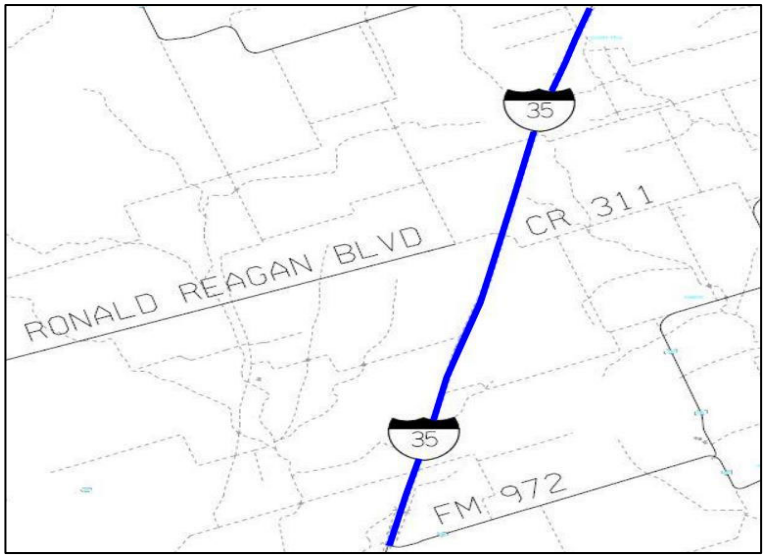
Precinct 3


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



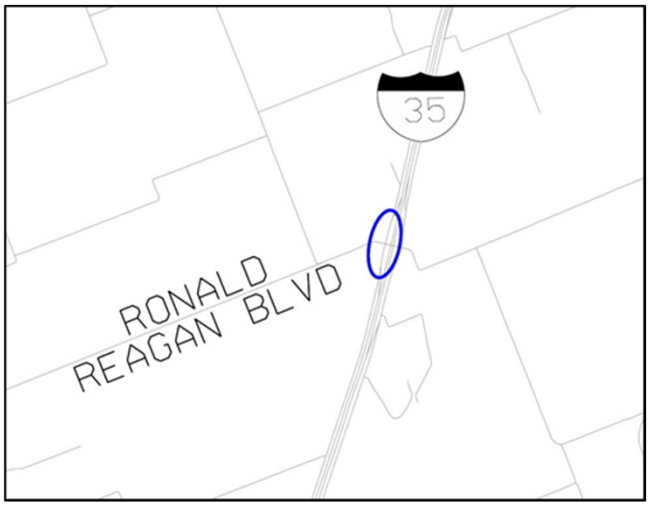
IH 35 Ramp Reversals and Frontage Road Conversion



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)



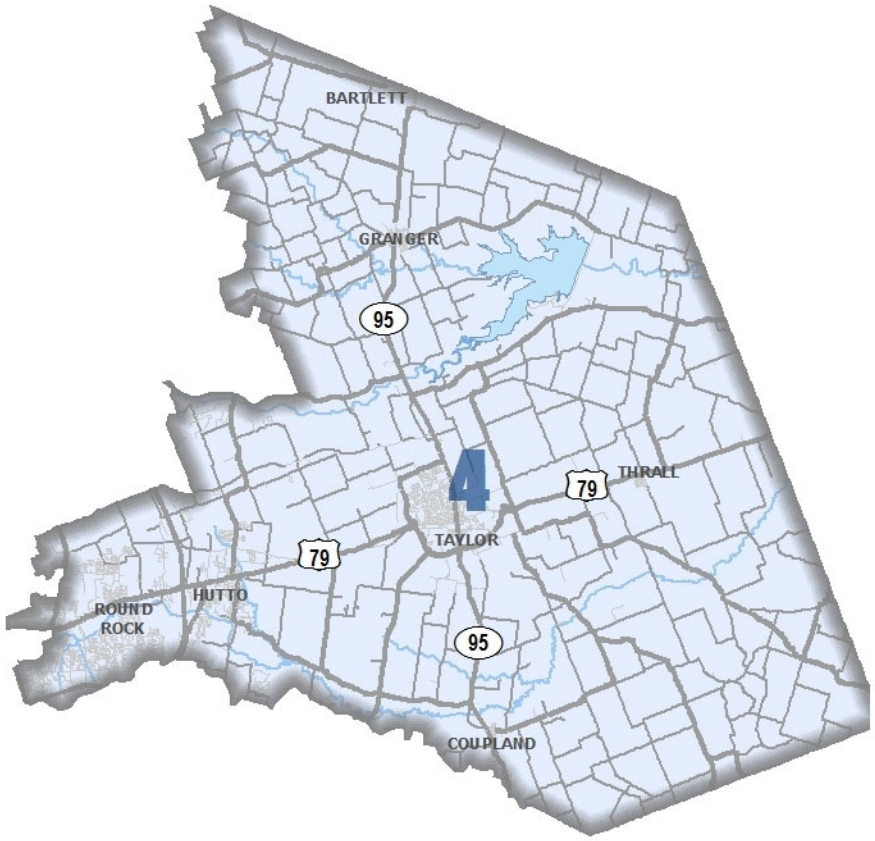
Ronald Reagan Boulevard at IH 35 (Bridge Replacement)



Ronald Reagan Boulevard at IH 35 (Bridge Replacement)



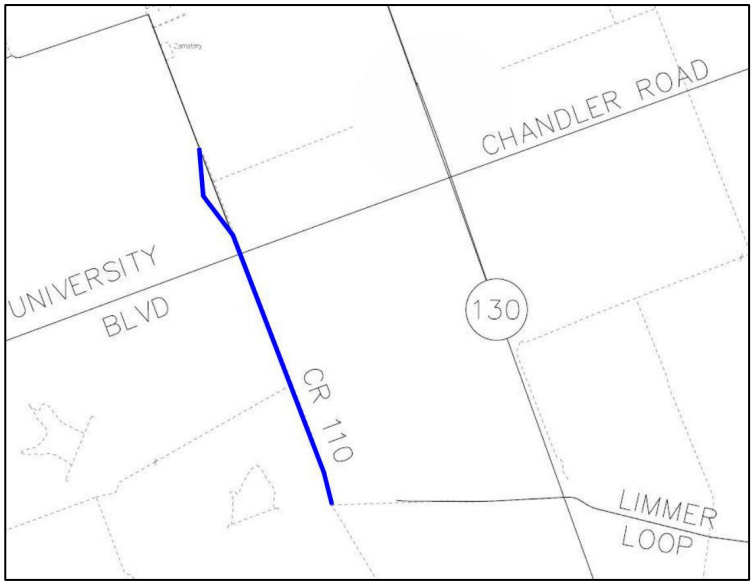
Precinct 4


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 = $108,592.57

Adjusted Contract Price = $9,019,455.30

Expenditures to Date = $6,795,362.45 (75%)

CR 110 Middle
(Limmer Loop to CR 107)



CR 110 Middle
(Limmer Loop to CR 107)



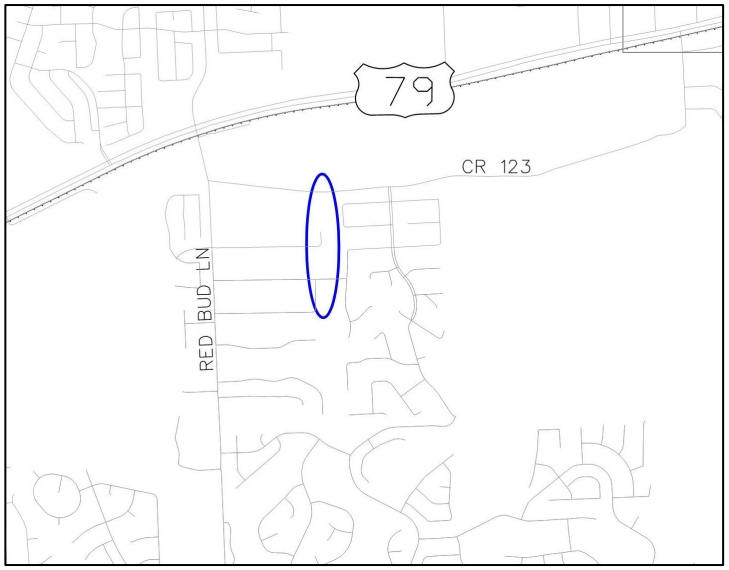
CR 110 Middle
(Limmer Loop to CR 107)



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



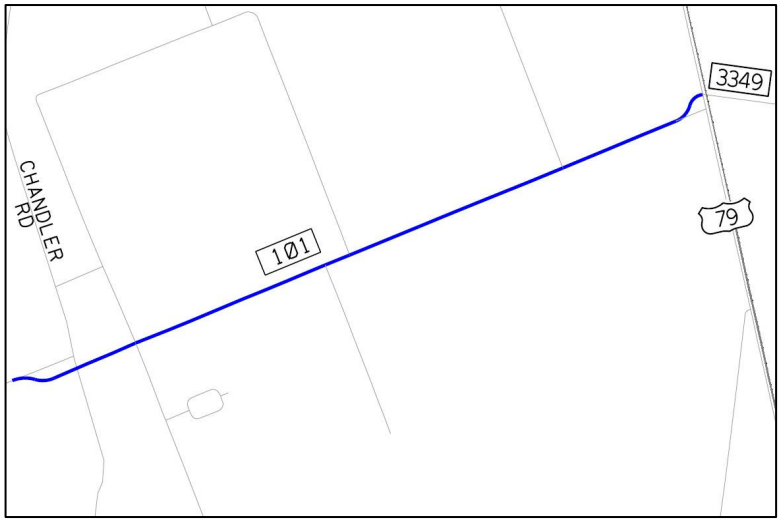
Oak Bluff and Greenfield Drainage Improvements



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 = $407,646.03 (3.1%)

CR 101
(US 79 to North of Chandler Road)



CR 101
(US 79 to North of Chandler Road)



CR 101
(US 79 to North of Chandler Road)



Commissioners Court - Regular Session **84.**

Meeting Date: 08/18/2020

Ronald Reagan Intersection Improvement Agent Authorization Form

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with the Ronald Reagan Intersections Improvement Project, a 2019 Road Bond Project in Commissioner Pct. 3.
P: 354 & 357 Funding: Road Bond

Background

The Ronald Reagan Intersections (at Silver Spur Blvd & Sun City Blvd) Improvement project requires TCEQ approval of a Water Pollution and Abatement Plan (WPAP) Exception prior to construction. A TCEQ Agent Authorization Form is required to authorize an employee of WSB to submit the needed WPAP Exception for TCEQ review and approval on behalf of the County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Ronald Reagan Intersections Improvements Agent Authorization Form

---

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/12/2020 06:36 PM
Form Started By: Dawn Haggard		Started On: 08/10/2020 09:37 AM
Final Approval Date: 08/12/2020		

Agent Authorization Form
For Required Signature
Edwards Aquifer Protection Program
Relating to 30 TAC Chapter 213
Effective June 1, 1999

I Judge Bill Gravell Jr., (Print Name)

County Judge, (Title - Owner/President/Other)

of Williamson County, (Corporation/Partnership/Entity Name)

have authorized Dan Rogers, PE (Print Name of Agent/Engineer)

of WSB (Print Name of Firm)

to represent and act on the behalf of the above named Corporation, Partnership, or Entity for the purpose of preparing and submitting this plan application to the Texas Commission on Environmental Quality (TCEQ) for the review and approval consideration of regulated activities.

I also understand that:

1. The applicant is responsible for compliance with 30 Texas Administrative Code Chapter 213 and any condition of the TCEQ's approval letter. The TCEQ is authorized to assess administrative penalties of up to $10,000 per day per violation.

2. For those submitting an application who are not the property owner, but who have the right to control and possess the property, additional authorization is required from the owner.

3. Application fees are due and payable at the time the application is submitted. The application fee must be sent to the TCEQ cashier or to the appropriate regional office. The application will not be considered until the correct fee is received by the commission.

4. A notarized copy of the Agent Authorization Form must be provided for the person preparing the application, and this form must accompany the completed application.

5. No person shall commence any regulated activity on the Edwards Aquifer Recharge Zone, Contributing Zone or Transition Zone until the appropriate application for the activity has been filed with and approved by the Executive Director.

SIGNATURE PAGE:

Applicant's Signature _____ Date _____

THE STATE OF _____ §

County of _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office on this ____ day of _____,_____.

_____
NOTARY PUBLIC

_____
Typed or Printed Name of Notary

MY COMMISSION EXPIRES: _____

Commissioners Court - Regular Session **85.**

Meeting Date: 08/18/2020

Davilla Culvert Thrall Street RS&H 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 Davilla Culvert and Thrall Street contract between Williamson County and RS&H, Inc. relating to the 2019 Road Bond Program. Project: P486 and P374; Funding Source: Road Bonds.

Background

RS&H contract amendment #1 increases the compensation cap by $50,000.00 from $100,000.00 to $150,000.00. The additional money will allow for the execution of both Work Authorization #1 for the Davilla Culvert Replacement and Work Authorization #2 for the Thrall Street maintenance job projects under this contract.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DavillaThrall-RS&H-ContractAmendment1

DavillaCulvert-RS&H-WA1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/13/2020 10:26 AM
Form Started By: Marie Walters		Started On: 08/11/2020 06:15 PM
Final Approval Date: 08/13/2020		

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Davilla Culvert Replacement and Thrall Street Project ("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 RS&H, 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 May 5, 2020 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $ 100,000; 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 $ 100,000 to $ 150,000.

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

George Grantham, P.E.
Printed Name

Vice President
Title

08/10/2020
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

8/12/2020

WORK AUTHORIZATION NO. 1
PROJECT: DAVILLA STREET CULVERT REPLACEMENT

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated May 5, 2020 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **RS&H, 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 $55,812.00.

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 April 30, 2021. 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. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
RS&H, Inc.	Williamson County, Texas
By:_____	By:_____
Signature	Signature
George Grantham, PE	_____
Printed Name	Printed Name
Vice President	_____
Title	Title

8/12/2020

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 FOR DAVILLA STREET CULVERT REPLACEMENT

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's project manager.

2. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State, Federal and Railroad agencies required for this project.

3. Provide available appropriate County data on file including plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).

4. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

5. Provide information on any meetings/discussions held with adjoining property owners that may impact the project.

6. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and final acceptance of all documents.

7. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.

8. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.

9. Post and maintain project information for public consumption on the County website.

10. Assist with Coordination between the Engineer and the County's other consultants.

11. Negotiate with all utility companies for any agreements and/or relocations required.

12. Provide an agent as necessary to secure proposed ROW and relocate/remove improvements on proposed ROW.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER FOR DAVILLA STREET CULVERT REPLACEMENT

PROJECT DESCRIPTION

Project Limits
The project limits are from the intersection of Walton Street and Davilla Street east to the railroad crossing.

Existing Facility
Existing culvert under two lane brick road north of the intersection of Davilla Street and Walton Street.

Proposed Facility
Proposed culvert and pavement replacement north of the intersection of Davilla Street and Walton Street.

Design Criteria
The proposed design criteria for the project will be developed from Williamson County and TxDOT design criteria and UPRR guidelines. It is anticipated that in most cases the most stringent of the design criteria will be used.

1. PROJECT MANAGEMENT

   a. Communication:

      - Designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

   b. Monthly Progress Report, Invoices, and Billings (**6** months assumed):

      - Submit monthly progress status reports to the GEC. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.
      - Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

   c. Quality Assurance and Quality Control (QA/QC) Plan:

      - Prepare a project specific QA/QC plan and submit to the County within thirty (30) days of notice to proceed.
      - For each deliverable submittal, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.
      - Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

d. Project Coordination & Administration:

- Prepare and maintain routine project record keeping including records of meetings and minutes.
- Correspondence and coordination will be handled through & with the concurrence of the GEC.
- Manage Project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries.

e. Progress/Coordination Meetings (**4** external meetings assumed):

- Attend a kickoff meeting and coordination/progress meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
- Prepare agenda and sign-in sheets for external coordination/progress meetings.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
- Conduct internal coordination meetings as required to advance the development of the project.

f. Project Schedule:

- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to County as requested.

g. **Deliverables:**

- Monthly Invoices and Progress Reports including Deliverable Table
- Project Specific QA/QC Plan
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and Updates
- Project Files
- QA/QC Documentation with Deliverable

2. ROUTE AND DESIGN STUDIES

a. Data Collection:

- Perform record research and obtaining existing information, including but not limited to: as-built plans, construction plans, right of way maps, , studies, future land use maps, floodplain data, floodplain and drainage models and analyses. Obtain construction plans for projects within the project limits and abutting TxDOT and County Roads. Obtain drainage studies, reports, and mapping for the project area, including reports for developments affecting the drainage area.

- Conduct a field investigation of the proposed roadway alignment and the surrounding area to determine field conditions including photographic record of notable existing features.
- Review the data collected and organize the information.

b. Design Criteria:

- Analyze and identify project-specific design criteria (typical sections, design speed, functional classification, geometric criteria) in accordance with the latest versions of Williamson County Design Criteria Manual and other associated local and State Manuals, as applicable.

c. **Deliverables:**

- Draft and Final Design Summary Form (pdf and hardcopies)

3. TRAFFIC EVALUATIONS AND PROJECTIONS

a. Data Collection

- Perform and collect relevant traffic information such as twenty-four (24) hour traffic counts required for pavement design.

b. **Deliverables:**

- Traffic Counts

4. PUBLIC INVOLVEMENT

As this is a Road Bond Project, public involvement activities will be conducted through the County's existing public involvement contract with Rifeline. The Consultant shall coordinate and provide support on the public involvement with the County's GEC and public involvement consultant.

Deliverables:

- Provide information or data for fact sheets and FAQs

5. SURVEYING

a. Field Surveying:

- Survey the area at approximately **50**-foot sections, locate visible improvements and utilities including driveways, water wells, storage tanks, drainage structures (size, material, flowline elevations), edge of pavement/shoulder, physical centerline, guardrail, fences, signs, mailboxes, trees 8" inch diameter and greater, locate property boundaries sufficient to re-establish ROW.
- Establish horizontal and vertical control and set temporary benchmarks.

b. **Deliverables:**

- Mapping in 2-D and 3-D MicroStation Files (Grid or Datum)
- PDF of each Surveyor Project Notebook

- RPLI Certificates

6. ENVIRONMENTAL SERVICES

a. Section 404 Clean Water Act Compliance:

- Conduct a site visit that will delineate wetland boundaries and ordinary high-water marks of jurisdictional waters within the project ROW. It is anticipated that this project will be covered under a Nationwide Permit (NWP 14) without a pre-construction notification (PCN).
- Prepare a Jurisdictional Waters Delineation Report identifying specific impacts of the project on the Waters of the U.S. (including special aquatic sites), measures to minimize the impacts will be identified, and discuss applicable Section 404 options in accordance with current permits and conditions based on data collection and field reconnaissance.
- *If it is determined, after the Jurisdictional Waters Delineation Report, that a PCN is required; a supplemental work authorization would be required. The Jurisdictional Waters Delineation Report and NWP with PCN are subject to the U.S. Army Corps of Engineers Forth Worth District review and issuance of a permit.*

b. Historical Site Compliance:

- Prepare a historic building survey that will follow the Secretary of the Interior's Standards and guidelines for Archeology and Historic Preservation and document historic buildings and structures within the Area of Potential Effect based on data collection and field reconnaissance.

Deliverables:

- Draft & Final Jurisdictional Waters Delineation Report
- Draft & Final Historic Building Survey

7. PLAN PREPARATIONS (PS&E) (Drainage and Roadway Project)

Prepare plans per the current Williamson County Design Criteria Manual including applicable submittal requirements including cost estimate, checklists, hardcopies, CAD files, comment responses, design waivers/exceptions, general notes, quantities, updated design schedule, construction time determination. The engineer will develop and submit these Plans, Specifications & Estimates (PS&E) at 45%, 100% and Final Design.

a. Roadway/General:

- Title Sheet
  - Prepare a project title sheet as required for the construction plans, utilizing the template provided by the County.
- Index of Sheets
  - Prepare an index sheet(s) that shows each sheets location in the plan set.
- Project Layout

- Prepare a project layout sheet(s) that clearly indicates the limits of the entire project.

- Typical Sections
  - Prepare typical section(s) for all proposed and existing roadways and cross streets.
- General Notes
  - Prepare general notes for applicable project-specific items, utilizing the master general notes provided by the County.
- Survey data
  - Prepare benchmark layout sheet(s) that clearly indicate the benchmark locations and associated control information.
- Horizontal Alignment Data
  - Prepare horizontal alignment data sheet(s) that depict the horizontal geometric information for the roadways to be included in the construction plan set.
- Summary Sheets
  - Prepare summary sheet(s) that tabulate, combine, and summarize quantities of the various construction items.
- Removal Plans
  - Prepare removal sheet(s) that clearly identify any items to be removed.
- Roadway Plan & Profiles
  - Prepare roadway plan and profile sheets that depict the proposed construction.
- Miscellaneous
  - Develop miscellaneous roadway detail sheets for the project that depict details required, which are not defined in standard detail sheets.
- Cross Sections
  - Develop cross sections at 50-foot stations and other locations as necessary for the determination of cut and fill quantities. These sections will also be used to further refine the design vertical geometry.

b. Traffic Control:

- Traffic Control Plans (TCP)
  - Prepare traffic control typical section(s) for each stage of the construction sequence to clearly delineate the position of the existing traffic with respect to the proposed construction.
  - Prepare a detailed narrative for the sequence of construction and traffic control general notes utilizing the sequence approved during the schematic phase. Any changes to the sequence of construction will be approved by the County prior to developing detailed TCP layouts.

- Prepare detailed TCP layouts for each phase.
- Develop traffic control detail(s) for items not covered by County or TxDOT standard details.
- Compute an Engineer's opinion of construction schedule in order to determine an approximate duration for each of the phases of construction.
- Consider the construction sequence and plan for temporary functioning of drainage systems.

c. Drainage:

- Drainage Area Maps
  - Develop existing and proposed drainage area maps to show the overall project and drainage basin divides. If needed, prepare interior drainage area maps that depict drainage area boundaries and flow direction arrows to the culvert and roadside channels. Each area will be identified and cross-referenced to the culvert layout sheet.
  - Tabulate calculations for peak flow to the hydraulic crossing and adjacent channel in accordance with Williamson County Design Criteria Manual.
- Culvert Layout Sheets
  - Develop a culvert layout sheet at the crossing location, up to **one** (1) location. Include hydraulic data for the existing and proposed culvert and adjacent channels.
  - Identify areas of the culvert construction that will require trench protection or special shoring.
- Culvert Standards and Detail Sheets
  - Select culvert standards based on headwall configuration and fill conditions. Develop details as needed for non-standard headwalls, special grading at upstream and downstream transitions and energy dissipation.
  - Provide drainage design details for "non-standard" drainage structures in instances where they are not covered by TxDOT standard details. Use TxDOT standards details where practical.
- Roadside Ditch Design
  - Provide pertinent information about the roadside ditch geometry and design, including station, offset, flow line elevation, velocity, ditch lining material, as well as ditch bottom width.

d. Signing and Pavement Markings Layouts:

- Prepare signing and pavement marking layouts.
- Prepare pavement marking details for non-standard conditions.

e. Stormwater Pollution Prevention Plan (SW3P):

- Develop SW3P narrative in conformance with the TCP to minimize potential impacts to receiving waterways.
- Prepare Temporary Erosion Control Layouts.

f. **Deliverables:**
- 45%, 100% & Final PS&E Submittals including applicable Williamson County Submittal Checklists.
- Drainage Models

8. BIDDING PHASE SERVICES

- Prepare all applicable construction documents for bidding. Attend the pre-bid meeting. Respond to bidder's questions during the bid period. Prepare project addenda up to three (3) during bid period. Analyze contractor bids, prepare bid tabulation, and make recommendation for award to the apparent low bidder via a letter. Attend the pre-construction conference.

b. **Deliverables:**
- Letter of Recommendation for Award, with Bid Tabulation.

9. CONSTRUCTION PHASE SERVICES

a. Request for Information - RFIs (**3** assumed):

- Attend site visits and/or meetings to gather data and information for RFI responses.
- Respond to Contractor RFIs and provide design clarifications, additional information, and additional data to the GEC as required within seven (7) calendar days.

b. Review Contractor Submittals & Shop Drawings (**5** assumed):

- Review Contractor submittals and shop drawings received from the GEC for conformance with the plans and specifications. Provide stamped concurrence, exceptions or resubmittal notations to the Contractor within seven (7) calendar days.

c. Plan Revisions for Field Changes (**3** sheet assumed):

- Provide minor revisions to plans in order to address differing site conditions, third party accommodation, or other owner directed changes. Revisions to plans will include revision clouds around any changes, will include descriptions and quantities of changes, CAD files, and will be sealed by a professional engineer. The County will not be billed for plan revisions resulting from engineering errors or omissions.

d. Attend Meetings (**3** assumed):

- Attend meetings at the project site or Williamson County representative office, as requested. When in attendance, the Engineer will provide meeting minutes and sign in sheet(s).
- Visit the project site on request (**3** hours per visit) during construction to address questions on interpretation of plans.

10. DELIVERABLES:

a. Documents:

- All contract documents, including hard copies and electronic files, will be turned over to the County at the completion of the project. Documents will be posted to the County's project management database as requested.

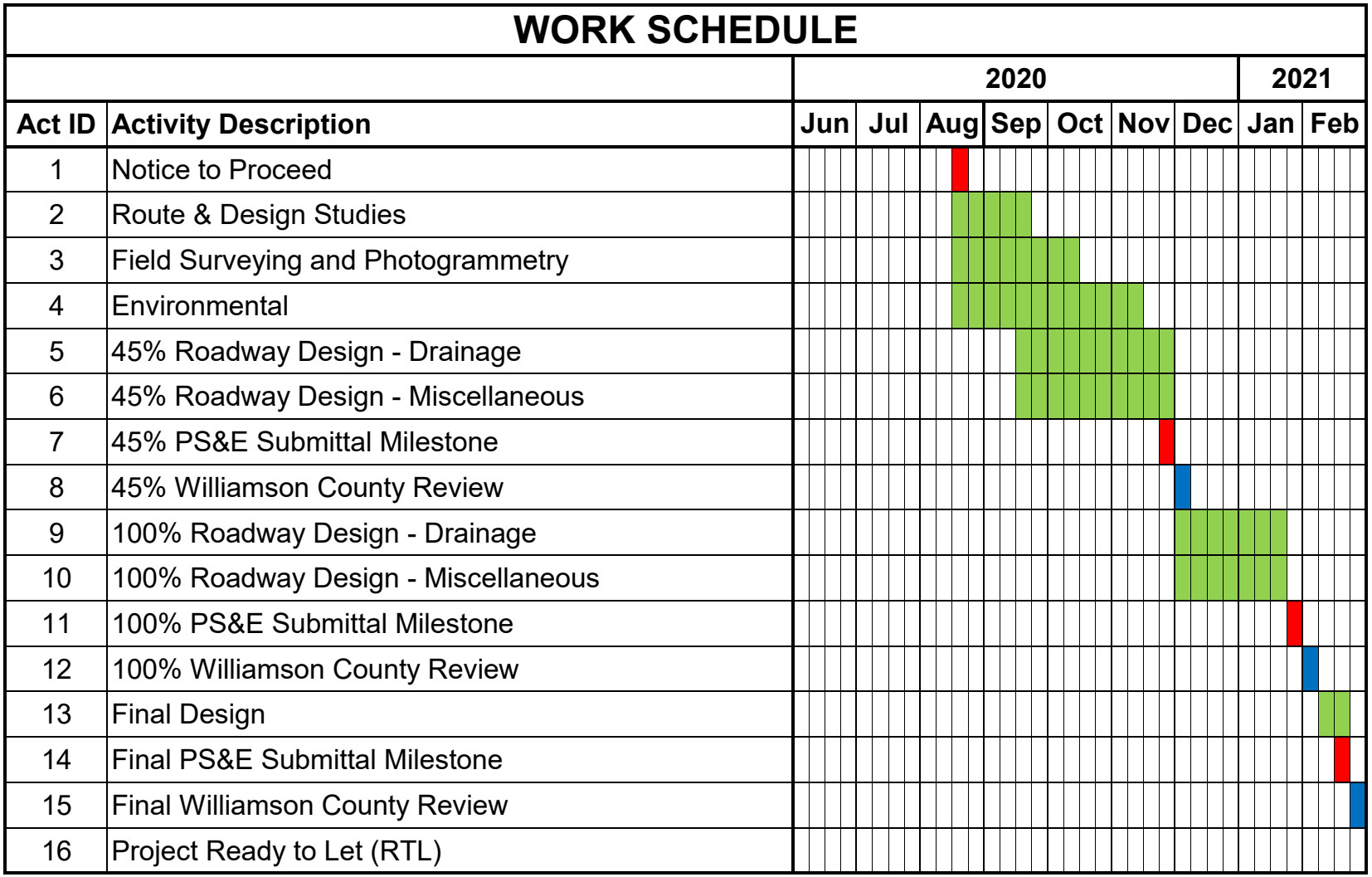
11. EXCLUSIONS:

a. The following items are not included in this work authorization:

- DRAINAGE REPORT
- SCHEMATIC DEVELOPMENT.
- FEMA COORDINATION (INCLUDING CLOMR OR LOMR).
- TXDOT NEPA DOCUMENTATION.
- NATIONWIDE PERMIT (NWP) 14 WITH A PRE-CONSTRUCTION NOTIFICATION (PCN).
- UTILITY COORDINATION OR RELOCATION ESTIMATES.

ATTACHMENT C

WORK SCHEDULE



ATTACHMENT D
FEE SCHEDULE

Prime Provider: RS&H, Inc.

SUMMARY															
TASK	**TASK DESCRIPTION**	**RS&H, Inc.**		**HVJ South Central Texas - M&J, Inc.**		**McGray and McGray Land Sureveyors, Inc.**		**WSB & Associates, Inc.**		**Cox McLain Environmental Consulting, Inc.**		**TOTALS**	
		Hours	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Total**
PS&E DESIGN													
1	PROJECT MANAGEMENT	40	$ 4,832.00	0	$ -	0	$ -	4	$ 760.00	0	$ -	**44**	**$ 5,592.00**
2	ROUTE AND DESIGN STUDIES	16	$ 2,211.00	0	$ -	0	$ -	0	$ -	0	$ -	**16**	**$ 2,211.00**
3	TRAFFIC EVALUTATIONS & PROJECTIONS	5	$ 789.00	0	$ -	0	$ -	0	$ -	0	$ -	**5**	**$ 789.00**
4	PUBLIC INVOLVEMENT	10	$ 1,119.00	0	$ -	0	$ -	0	$ -	0	$ -	**10**	**$ 1,119.00**
5	SURVEYING	0	$ -	0	$ -	54	$ 6,478.00	0	$ -	0	$ -	**54**	**$ 6,478.00**
6	ENVIRONMENTAL SERVICES	20	$ 2,050.00	0	$ -	0	$ -	0	$ -	38	$ 3,545.00	**58**	**$ 5,595.00**
7	GEOTECHNICAL SERVICES	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
8	PLAN PREPARATIONS (PS&E) (Drainage and Roadway Project)	181	$ 25,219.00	0	$ -	0	$ -	20	$ 3,800.00	0	$ -	**201**	**$ 29,019.00**
9	BIDDING PHASE SERIVCES	13	$ 2,495.00	0	$ -	0	$ -	0	$ -	0	$ -	**13**	**$ 2,495.00**
10	CONSTRUCTION PHASE SERVICES	15	$ 2,514.00	0	$ -	0	$ -	0	$ -	0	$ -	**15**	**$ 2,514.00**
LABOR TOTALS		300	**$ 41,229.00**	0	**$ -**	54	**$ 6,478.00**	24	**$ 4,560.00**	38	**$ 3,545.00**	**416**	**$ 55,812.00**
Direct Expenses			$ -		$ -		$ -		$ -		$ -		**$ -**
TOTAL COST			**$ 41,229.00**		**$ -**		**$ 6,478.00**		**$ 4,560.00**		**$ 3,545.00**		**$ 55,812.00**
Percentage Breakdown			**73.87%**		**0.00%**		**11.61%**		**8.17%**		**6.35%**		**100.00%**

ATTACHMENT D
FEE SCHEDULE

Prime Provider: RS&H, Inc.

TASK DESCRIPTION	PROJECT MANAGER	QUALITY MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	ENVIRONMENTAL SPECIALIST	TRANSPORTATION PLANNER	DESIGNER	OPERATION ASST	VISUALIZATION	ADMIN	TOTAL LABOR HRS. & COSTS
1. PROJECTMANAGEMENT													0
Communication													0
Montly Progress Report, Invoices & Billings				2		6						20	28
Quality Assurance and Quality Control (QA/QC) Plan													0
Project Coordination & Administration	1		2	2									5
Progress/Coordination Meetings	1		2	4									7
HOURS SUB-TOTALS	**2**	**0**	**4**	**8**	**0**	**6**	**0**	**0**	**0**	**0**	**0**	**20**	**40**
CONTRACT RATE PER HOUR	**$250.00**	**$265.00**	**$235.00**	**$165.00**	**$125.00**	**$112.00**	**$135.00**	**$100.00**	**$135.00**	**$115.00**	**$130.00**	**$70.00**	
TOTAL LABOR COSTS	**$500.00**	**$0.00**	**$940.00**	**$1,320.00**	**$0.00**	**$672.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,400.00**	**$4,832.00**
SUBTOTAL PROJECT MANAGEMENT													**$4,832.00**

TASK DESCRIPTION	PROJECT MANAGER	QUALITY MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	ENVIRONMENTAL SPECIALIST	TRANSPORTATION PLANNER	DESIGNER	OPERATION ASST	VISUALIZATION	ADMIN	TOTAL LABOR HRS. & COSTS
2. ROUTE AND DESIGN STUDIES	1		1										2
Data Collection				1		4							5
Stakeholder Coordination					2	4							6
Design Criteria				1	2								3
													0
HOURS SUB-TOTALS	**1**	**0**	**1**	**2**	**4**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**16**
CONTRACT RATE PER HOUR	**$250.00**	**$265.00**	**$235.00**	**$165.00**	**$125.00**	**$112.00**	**$135.00**	**$100.00**	**$135.00**	**$115.00**	**$130.00**	**$70.00**	
TOTAL LABOR COSTS	**$250.00**	**$0.00**	**$235.00**	**$330.00**	**$500.00**	**$896.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$2,211.00**
SUBTOTAL ROUTE AND DESIGN STUDIES													**$2,211.00**

TASK DESCRIPTION	PROJECT MANAGER	QUALITY MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	ENVIRONMENTAL SPECIALIST	TRANSPORTATION PLANNER	DESIGNER	OPERATION ASST	VISUALIZATION	ADMIN	TOTAL LABOR HRS. & COSTS
3. TRAFFIC EVALUATIONS AND PROJECTIONS													
Data Collection			1	2		2							5
													0
HOURS SUB-TOTALS	**0**	**0**	**1**	**2**	**0**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**5**
CONTRACT RATE PER HOUR	**$250.00**	**$265.00**	**$235.00**	**$165.00**	**$125.00**	**$112.00**	**$135.00**	**$100.00**	**$135.00**	**$115.00**	**$130.00**	**$70.00**	
TOTAL LABOR COSTS	**$0.00**	**$0.00**	**$235.00**	**$330.00**	**$0.00**	**$224.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$789.00**
SUBTOTAL TRAFFIC EVALUATIONS AND PROJECTIONS													**$789.00**

TASK DESCRIPTION	PROJECT MANAGER	QUALITY MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	ENVIRONMENTAL SPECIALIST	TRANSPORTATION PLANNER	DESIGNER	OPERATION ASST	VISUALIZATION	ADMIN	TOTAL LABOR HRS. & COSTS
4. PUBLIC INVOLVEMENT													
Public Involvment Plan	1			1		2		2				4	10
													0
HOURS SUB-TOTALS	**1**	**0**	**0**	**1**	**0**	**2**	**0**	**2**	**0**	**0**	**0**	**4**	**10**
CONTRACT RATE PER HOUR	**$250.00**	**$265.00**	**$235.00**	**$165.00**	**$125.00**	**$112.00**	**$135.00**	**$100.00**	**$135.00**	**$115.00**	**$130.00**	**$70.00**	
TOTAL LABOR COSTS	**$250.00**	**$0.00**	**$0.00**	**$165.00**	**$0.00**	**$224.00**	**$0.00**	**$200.00**	**$0.00**	**$0.00**	**$0.00**	**$280.00**	**$1,119.00**
SUBTOTAL PUBLIC INVOLVEMENT													**$1,119.00**

TASK DESCRIPTION	PROJECT MANAGER	QUALITY MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	ENVIRONMENTAL SPECIALIST	TRANSPORTATION PLANNER	DESIGNER	OPERATION ASST	VISUALIZATION	ADMIN	TOTAL LABOR HRS. & COSTS
6. ENVIRONMENTAL SERVICES													
County Due Diligence							2					2	4
Data Collection & Field Reconnaissance							2					2	4
Section 404 Clean Water Act Compliance							4					4	8
Historical Site Compliance													0
Hazardous Materials Initial Assessment							2					2	4
Texas Antiquities Code (TAC) Compliance													0
													0
HOURS SUB-TOTALS	**0**	**0**	**0**	**0**	**0**	**0**	**10**	**0**	**0**	**0**	**0**	**10**	**20**
CONTRACT RATE PER HOUR	**$250.00**	**$265.00**	**$235.00**	**$165.00**	**$125.00**	**$112.00**	**$135.00**	**$100.00**	**$135.00**	**$115.00**	**$130.00**	**$70.00**	
TOTAL LABOR COSTS	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,350.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$700.00**	**$2,050.00**
SUBTOTAL ENVIRONMENTAL SERVICES													**$2,050.00**

ATTACHMENT D
FEE SCHEDULE

Prime Provider: RS&H, Inc.

TASK DESCRIPTION	PROJECT MANAGER	QUALITY MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	ENVIRONMENTAL SPECIALIST	TRANSPORTATION PLANNER	DESIGNER	OPERATION ASST	VISUALIZATION	ADMIN	TOTAL LABOR HRS. & COSTS
8. PLAN PREPARATIONS (PS&E) (Drainage and Roadway Project)	**8. PLAN PREPARATIONS (PS&E) (Drainage and Roadway Project)**												
Roadway General	1		4										5
Title & Index Sheets				1		2							3
Project Layout				2		4							6
Typical Sections				2		4							6
General Nots				1		4							5
Survey Data				1		4							5
Horizontal Alignment Data						4							4
Summary Sheets				1		4							5
Revmoval Plans				1		8							9
Roadway Plan & Profiles				1		16							17
Preparing Exhibits or other needed project details	2		4	6		8							20
Cross Sections													0
Traffic Control Plans (TCP)	2		4										6
Traffic Control Plans (TCP)				2		4							6
Sequence of Construction & Traffic Control General notes						2							2
TCP Layouts				1		1							2
Develop Traffic Control Details						2							2
Compute Engineer;s Opinion of Construction Schedule						4							4
Plan for Temporary Functioning of Drainage Systems				2		2							4
Drainage	1		4										5
Drainage Area Maps				2		8							10
Culvert Layout Sheets					4	16							20
Culvert Standards & Detail Sheets					2	2							4
Roadside Ditch Design					1	4							5
Signing and Pavement Markings Layouts				2		2							4
Signing & Pavement Marking Layouts				1	2	4							7
Pavement Marking Details						2							2
Detail Sheets Small Signs for Non-Standard Signs						2							2
Stormwater Pollution Prevention Plan (SW3P)	1		4										5
SW3P													0
Temporary Erosion Control Layouts					2	4							6
HOURS SUB-TOTALS	**7**	**0**	**20**	**26**	**11**	**117**	**0**	**0**	**0**	**0**	**0**	**0**	**181**
CONTRACT RATE PER HOUR	**$250.00**	**$265.00**	**$235.00**	**$165.00**	**$125.00**	**$112.00**	**$135.00**	**$100.00**	**$135.00**	**$115.00**	**$130.00**	**$70.00**	
TOTAL LABOR COSTS	**$1,750.00**	**$0.00**	**$4,700.00**	**$4,290.00**	**$1,375.00**	**$13,104.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$25,219.00**
SUBTOTAL PLAN PREPARATIONS (PS&E													**$25,219.00**

TASK DESCRIPTION	PROJECT MANAGER	QUALITY MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	ENVIRONMENTAL SPECIALIST	TRANSPORTATION PLANNER	DESIGNER	OPERATION ASST	VISUALIZATION	ADMIN	TOTAL LABOR HRS. & COSTS
9. BIDDING PHASE SERVICES													
Prepare applicable Construction Documents for Bidding			1	2									3
Attend Pre-bid Meeting			1	2									3
Prepare Project Addenda (up to 3)			1	2									3
Analyze Contractor bids, Prepare Bid Tabulation & Make Recoomendation			1	2									3
Attend Pre-Construction Conference			1										1
HOURS SUB-TOTALS	**0**	**0**	**5**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**13**
CONTRACT RATE PER HOUR	**$250.00**	**$265.00**	**$235.00**	**$165.00**	**$125.00**	**$112.00**	**$135.00**	**$100.00**	**$135.00**	**$115.00**	**$130.00**	**$70.00**	
TOTAL LABOR COSTS	**$0.00**	**$0.00**	**$1,175.00**	**$1,320.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$2,495.00**
SUBTOTAL BIDDING PHASE SERVICES													**$2,495.00**

TASK DESCRIPTION	PROJECT MANAGER	QUALITY MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	ENVIRONMENTAL SPECIALIST	TRANSPORTATION PLANNER	DESIGNER	OPERATION ASST	VISUALIZATION	ADMIN	TOTAL LABOR HRS. & COSTS
10. CONSTRUCTION PHASE SERVICES													
Request for Information - RFIs (3 assumed)	1		2		2								5
Attend Site Visits and/or meetings				2									2
Respond to Cntract RFIs & Provide Clarification				2									2
Review Contractor Submittals & Shop Drawings (10 assumed)				2									2
Plan Revisions for Field Changes				2		2							4
Attend Meetings													0
Attend Meetings at the Project Sige or Williamson County office													0
Visit Project site on on Request (3 hrs per visit)													0
HOURS SUB-TOTALS	**1**	**0**	**2**	**8**	**2**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**15**
CONTRACT RATE PER HOUR	**$250.00**	**$265.00**	**$235.00**	**$165.00**	**$125.00**	**$112.00**	**$135.00**	**$100.00**	**$135.00**	**$115.00**	**$130.00**	**$70.00**	
TOTAL LABOR COSTS	**$250.00**	**$0.00**	**$470.00**	**$1,320.00**	**$250.00**	**$224.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$2,514.00**
SUBTOTAL CONSTRUCTION PHSAE SERVICES													**$2,514.00**

ATTACHMENT D
FEE SCHEDULE

Prime Provider: RS&H, Inc.

DESCRIPTION	TOTAL MH BY TASK	TOTAL COSTS TASK
1. PROJECTMANAGEMENT	40	$ 4,832.00
2. ROUTE AND DESIGN STUDIES	16	$ 2,211.00
3. TRAFFIC EVALUATIONS AND PROJECTIONS	5	$ 789.00
4. PUBLIC INVOLVEMENT	10	$ 1,119.00
5. SURVEYING	0	$ -
6. ENVIRONMENTAL SERVICES	20	$ 2,050.00
7. GEOTECHNICAL SERVICES	0	$ -
8. PLAN PREPARATIONS (PS&E) (Drainage and Roadway Project)	181	$ 25,219.00
9. BIDDING PHASE SERVICES	13	$ 2,495.00
10. CONSTRUCTION PHASE SERVICES	15	$ 2,514.00
SUBTOTAL LABOR EXPENSES	**300**	**$ 41,229.00**

DIRECT EXPENSES	QUANTITY	COST	UNIT	TOTAL
Mileage		$ 0.575	mile	$ -
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)		$ 60.00	day	$ -
Rental Car Fuel		$ 45.00	day	$ -
Parking - per day		$ 20.00	max each	$ -
Toll Charges - each		$ 2.00	max each	$ -
Meals per day (Overnight stay required)		$ 61.00	day/person	$ -
Standard Postage - *Current Postal Rate*		$ 0.55	each	$ -
Certified Letter Return Receipt - *Current Postal Rate*		$ 6.40	each	$ -
Overnight Mail - letter size - *Current Postal Rate*		$ 30.00	max each	$ -
Overnight Mail - oversized box		$ 45.00	max each	$ -
Courier Services		$ 33.00	each	$ -
Photocopies B/W (11" X 17")		$ 0.25	each	$ -
Photocopies B/W (8 1/2" X 11")		$ 0.15	each	$ -
Photocopies Color (11" X 17")		$ 2.00	each	$ -
Photocopies Color (8 1/2" X 11")		$ 1.00	each	$ -
Plots (B/W on Bond)		$ 2.00	per sq. ft.	$ -
Plots (Color on Bond)		$ 4.00	per sq. ft.	$ -
Plots (Color on Photographic Paper)		$ 5.00	per sq. ft.	$ -
Color Graphics on Foam Board		$ 12.00	per sq. ft.	$ -
Presentation Boards 30" X 40" Color Mounted		$ 145.00	max each	$ -
Report Binding and tabbing		$ 15.00	each	$ -
Reproduction of CD/DVD - each		$ 4.00	each	$ -
SUBTOTAL DIRECT EXPENSES				**$ -**
SUBCONTRACTS:				
HVJ South Central Texas - M&J, Inc.				**$ -**
McGray and McGray Land Sureveyors, Inc.				**$ 6,478.00**
WSB & Associates, Inc.				**$ 4,560.00**
Cox McLain Environmental Consulting, Inc.				**$ 3,545.00**
SUBCONTRACT SUB-TOTAL				**$ 14,583.00**

SUMMARY	
TOTAL COSTS FOR PRIME ONLY(includes multiplier)	$ 41,229.00
NON-SALARY (OTHER DIRECT EXPENSES)	$ -
SUBCONTRACTS (includes labor costs and direct expenses)	$ 14,583.00
GRAND TOTAL	**$ 55,812.00**

ATTACHMENT D
FEE SCHEDULE

Sub Provider: McGray and McGray Land Sureveyors, Inc.

TASK DESCRIPTION	COURT TESTIMONY RPLS	PRINCIPAL	RPLS	PROJECT MANAGER	FIELD COORDINATOR	GPS PROCESSING	LIDAR TECHNICIAN	SENIOR TECHNICIAN	AUTOCAD/ SURVEY TECHNICIAN	RESEARCHER	2-MAN CREW	ADMIN	TOTAL LABOR HRS. & COSTS
1. PROJECTMANAGEMENT													
Communication													
Montly Progress Report, Invoices & Billings													0
Quality Assurance and Quality Control (QZ/QC) Plan													0
Project Coordination & Administration													0
Progress/Coordination Meetings													0
HOURS SUB-TOTALS	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
CONTRACT RATE PER HOUR	**$200.00**	**$190.00**	**$145.00**	**$165.00**	**$98.00**	**$108.00**	**$98.00**	**$96.00**	**$90.00**	**$80.00**	**$165.00**	**$70.00**	
TOTAL LABOR COSTS	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
SUBTOTAL PROJECT MANAGEMENT													**$0.00**

TASK DESCRIPTION	COURT TESTIMONY RPLS	PRINCIPAL	RPLS	PROJECT ENGINEER	FIELD COORDINATOR	GPS PROCESSING	LIDAR TECHNICIAN	SENIOR TECHNICIAN	AUTOCAD/ SURVEY TECHNICIAN	RESEARCHER	2-MAN CREW	ADMIN	TOTAL LABOR HRS. & COSTS
5. SURVEYING													
													0
Field Surveying			2					8	20	4	20		54
													0
HOURS SUB-TOTALS	**0**	**0**	**2**	**0**	**0**	**0**	**0**	**8**	**20**	**4**	**20**	**0**	**54**
CONTRACT RATE PER HOUR	**$200.00**	**$190.00**	**$145.00**	**$165.00**	**$98.00**	**$108.00**	**$98.00**	**$96.00**	**$90.00**	**$80.00**	**$165.00**	**$70.00**	
TOTAL LABOR COSTS	**$0.00**	**$0.00**	**$290.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$768.00**	**$1,800.00**	**$320.00**	**$3,300.00**	**$0.00**	**$6,478.00**
SUBTOTAL SURVEYING													**$6,478.00**

DESCRIPTION												**TOTAL MH BY TASK**	**TOTAL COSTS TASK**
1. PROJECTMANAGEMENT												0	$ -
2. ROUTE AND DESIGN STUDIES												0	$ -
3. TRAFFIC EVALUATIONS AND PROJECTIONS												0	$ -
4. PUBLIC INVOLVEMENT												0	$ -
5. SURVEYING												54	$ 6,478.00
6. ENVIRONMENTAL SERVICES												0	$ -
7. GEOTECHNICAL SERVICES												0	$ -
8. PLAN PREPARATIONS (PS&E) (Drainage and Roadway Project)												0	$ -
9. BIDDING PHASE SERVICES												0	$ -
10. CONSTRUCTION PHASE SERVICES												0	$ -
SUBTOTAL LABOR EXPENSES												**54**	**$ 6,478.00**

ATTACHMENT D
FEE SCHEDULE

DIRECT EXPENSES	QUANTITY	COST	UNIT	TOTAL
Mileage		$ 0.575	mile	$ -
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)		$ 60.00	day	$ -
Rental Car Fuel		$ 45.00	day	$ -
Parking - per day		$ 20.00	max each	$ -
Toll Charges - each		$ 2.00	max each	$ -
Meals per day (Overnight stay required)		$ 61.00	day/person	$ -
Standard Postage - *Current Postal Rate*		$ 0.55	each	$ -
Certified Letter Return Receipt - *Current Postal Rate*		$ 6.40	each	$ -
Overnight Mail - letter size - *Current Postal Rate*		$ 30.00	max each	$ -
Overnight Mail - oversized box		$ 45.00	max each	$ -
Courier Services		$ 33.00	each	$ -
Photocopies B/W (11" X 17")		$ 0.25	each	$ -
Photocopies B/W (8 1/2" X 11")		$ 0.15	each	$ -
Photocopies Color (11" X 17")		$ 2.00	each	$ -
Photocopies Color (8 1/2" X 11")		$ 1.00	each	$ -
Plots (B/W on Bond)		$ 2.00	per sq. ft.	$ -
Plots (Color on Bond)		$ 4.00	per sq. ft.	$ -
Plots (Color on Photographic Paper)		$ 5.00	per sq. ft.	$ -
Color Graphics on Foam Board		$ 12.00	per sq. ft.	$ -
Presentation Boards 30" X 40" Color Mounted		$ 145.00	max each	$ -
Report Binding and tabbing		$ 15.00	each	$ -
Reproduction of CD/DVD - each		$ 4.00	each	$ -
UNIT COST - SURVEY				
Conventional Field Crew Services:				
1 Man Reconnaissance or Data Gathering		$ 120.00	per hour	$ -
2 Man Survey Crew, with vehicle and data collection		$ 165.00	per hour	$ -
3 Man Survey Crew, with vehicle and data collection		$ 200.00	per hour	$ -
CPS/RTK Field Crew Services:				
GPS/RTK 1 Man Survey Crew, with vehicle and data collection		$ 170.00	per hour	$ -
GPS/RTK 2 Man Survey Crew, with vehicle and data collection		$ 215.00	per hour	$ -
GPS/RTK 3 Man Survey Crew, with vehicle and data collection		$ 250.00	per hour	$ -
Additional Crew / Rodan		$ 45.00	per hour	$ -
Flagger		$ 45.00	per hour	$ -
Specialized Equipement:				
ATV (All Terrain Vehicle)		$ 65.00	per day	$ -
Additional Survey Vehicle		$ 70.00	per day	$ -
LiDAR Terrestrial Scanner		$ 100.00	per hour	$ -
UAV (Drone) Aerial Mapper		$ 5,000.00	per day	$ -
Mobile Mapper		$ 9,000.00	per day	$ -
SUBTOTAL DIRECT EXPENSES				**$ -**

SUMMARY	
TOTAL COSTS FOR SUB ONLY(includes multiplier)	$ 6,478.00
NON-SALARY (OTHER DIRECT EXPENSES)	$ -
GRAND TOTAL	**$ 6,478.00**

ATTACHMENT D
FEE SCHEDULE

Sub Provider: WSB & Associates, Inc.

TASK DESCRIPTION	SR. PROJECT MANAGER	SR. PROJECT ENGINEER	SR. PLANNER	PROJECT ENGINEER 4	PROJECT ENGINEER 3	PROJECT ENGINEER 2	PROJECT ENGINEER 1	OFFICE TECH 1	TOTAL LABOR HRS. & COSTS
1. PROJECTMANAGEMENT									0
Communication									0
Montly Progress Report, Invoices & Billings									0
Quality Assurance and Quality Control (QA/QC) Plan		4							4
Project Coordination & Administration									0
Progress/Coordination Meetings									0
HOURS SUB-TOTALS	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**4**
CONTRACT RATE PER HOUR	**$210.00**	**$190.00**	**$175.00**	**$175.00**	**$165.00**	**$155.00**	**$145.00**	**$60.00**	
TOTAL LABOR COSTS	**$0.00**	**$760.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$760.00**
SUBTOTAL PROJECT MANAGEMENT									**$760.00**

TASK DESCRIPTION	SR. PROJECT MANAGER	SR. PROJECT ENGINEER	SR. PLANNER	PROJECT ENGINEER 4	PROJECT ENGINEER 3	PROJECT ENGINEER 2	PROJECT ENGINEER 1	OFFICE TECH 1	TOTAL LABOR HRS. & COSTS
8. PLAN PREPARATIONS (PS&E) (Drainage and Roadway Project)									
Plan Preparations (PS&E) (Drainage and Roadway Project)									
Perform QA/QC Review for Deliverables (2 Submissions)		16							16
Provide Continuous QA/QC Review of Technical Efforts		4							4
HOURS SUB-TOTALS	**0**	**20**	**0**	**0**	**0**	**0**	**0**	**0**	**20**
CONTRACT RATE PER HOUR	**$210.00**	**$190.00**	**$175.00**	**$175.00**	**$165.00**	**$155.00**	**$145.00**	**$60.00**	
TOTAL LABOR COSTS	**$0.00**	**$3,800.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$3,800.00**
SUBTOTAL PLAN PREPARATIONS (PS&E)									**$3,800.00**

DESCRIPTION								**TOTAL MH BY TASK**	**TOTAL COSTS TASK**
1. PROJECTMANAGEMENT								4	$ 760.00
2. ROUTE AND DESIGN STUDIES								0	$ -
3. TRAFFIC EVALUATIONS AND PROJECTIONS								0	$ -
4. PUBLIC INVOLVEMENT								0	$ -
5. SURVEYING								0	$ -
6. ENVIRONMENTAL SERVICES								0	$ -
7. GEOTECHNICAL SERVICES								0	$ -
8. PLAN PREPARATIONS (PS&E) (Drainage and Roadway Project)								20	$ 3,800.00
9. BIDDING PHASE SERVICES								0	$ -
10. CONSTRUCTION PHASE SERVICES								0	$ -
SUBTOTAL LABOR EXPENSES								**24**	**$ 4,560.00**

ATTACHMENT D
FEE SCHEDULE

DIRECT EXPENSES	QUANTITY	COST	UNIT						TOTAL
Mileage		$ 0.575	mile						$ -
Parking - per day		$ 20.00	max each						$ -
Toll Charges - each		$ 2.00	max each						$ -
Overnight Mail - letter size - *Current Postal Rate*		$ 30.00	max each						$ -
Photocopies B/W (11" X 17")		$ 0.25	each						$ -
Photocopies B/W (8 1/2" X 11")		$ 0.15	each						$ -
Photocopies Color (11" X 17")		$ 2.00	each						$ -
Photocopies Color (8 1/2" X 11")		$ 1.00	each						$ -
Plots (B/W on Bond)		$ 2.00	per sq. ft.						$ -
Plots (Color on Bond)		$ 4.00	per sq. ft.						$ -
Plots (Color on Photographic Paper)		$ 5.00	per sq. ft.						$ -
SUBTOTAL DIRECT EXPENSES									**$ -**

SUMMARY	
TOTAL COSTS FOR SUB ONLY(includes multiplier)	$ 4,560.00
NON-SALARY (OTHER DIRECT EXPENSES)	$ -
GRAND TOTAL	**$ 4,560.00**

ATTACHMENT D
FEE ESTIMATE

Sub Provider: Cox McLain Environmental Consulting, Inc.

TASK DESCRIPTION	PROJECT MANAGER	SENIOR GIS OPERATOR	GIS OPERATOR	GIS TECHNICIAN	SENIOR NVIRONMENTA PLANNER	NVIRONMENTA PLANNER IV	VIRONMENT PLANNER III	NVIRONMENT PLANNER i/ii	SENIOR ARCHEOLOGIST PRIN INVEST	ARCHEOLOGIST IV	ARCHEOLOGIST III	ARCHEOLOGIST I/II	SENIOR FIELD TECH	FIELD TECH	SENIOR RCHITECTURA HISTORIAN	RCHITECTURA HISTORIAN	NVIRONMENTAL INSPECTOR	ADMIN	TOTAL LABOR HRS. & COSTS
6. ENVIRONMENTAL SERVICES																			
County Due Diligence																			0
Data Collection & Field Reconnaissance																			0
Section 404 Clean Water Act Compliance																			0
Hazardous Materials Initial Assessmen																			0
Texas Antiquities Code (TAC) Compliance	2	2	4						3	4	8				3	8		4	38
																			0
HOURS SUB-TOTALS	**2**	**2**	**4**	**0**	**0**	**0**	**0**	**0**	**3**	**4**	**8**	**0**	**0**	**0**	**3**	**8**	**0**	**4**	**38**
CONTRACT RATE PER HOUR	**$150.00**	**$95.00**	**$85.00**	**$75.00**	**$130.00**	**$110.00**	**$95.00**	**$85.00**	**$110.00**	**$95.00**	**$85.00**	**$75.00**	**$55.00**	**$45.00**	**$115.00**	**$90.00**	**$85.00**	**$65.00**	
TOTAL LABOR COSTS	**$300.00**	**$190.00**	**$340.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$330.00**	**$380.00**	**$680.00**	**$0.00**	**$0.00**	**$0.00**	**$345.00**	**$720.00**	**$0.00**	**$260.00**	**$3,545.00**
SUBTOTAL ENVIRONMENTAL SERVICES																			**$3,545.00**

1. PROJECTMANAGEMENT																		0	$ -
2. ROUTE AND DESIGN STUDIES																		0	$ -
3. TRAFFIC EVALUATIONS AND PROJECTIONS																		0	$ -
4. PUBLIC INVOLVEMENT																		0	$ -
5. SURVEYING																		0	$ -
6. ENVIRONMENTAL SERVICES																		38	$ 3,545.00
7. GEOTECHNICAL SERVICES																		0	$ -
8. PLAN PREPARATIONS (PS&E) (Drainage and Roadway Project)																		0	$ -
9. BIDDING PHASE SERVICES																		0	$ -
10. CONSTRUCTION PHASE SERVICES																		0	$ -
SUBTOTAL LABOR EXPENSES																		**38**	**$ 3,545.00**

DIRECT EXPENSES	**QUANTITY**	**COST**	**UNIT**	**TOTAL**
Mileage		$ 0.575	mile	$ -
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed		$ 60.00	day	$ -
Toll Charges - each		$ 2.00	max each	$ -
Meals per day (Overnight stay required		$ 61.00	day/person	$ -
Overnight Mail - oversized box		$ 45.00	max each	$ -
Photocopies B/W (8 1/2" X 11")		$ 0.15	each	$ -
Photocopies Color (11" X 17")		$ 2.00	each	$ -
Photocopies Color (8 1/2" X 11")		$ 1.00	each	$ -
Plots (B/W on Bond)		$ 2.00	per sq. ft.	$ -
Plots (Color on Bond)		$ 4.00	per sq. ft.	$ -
Plots (Color on Photographic Paper)		$ 5.00	per sq. ft.	$ -
SUBTOTAL DIRECT EXPENSES				**$ -**

SUMMARY	
TOTAL COSTS FOR SUB ONLY(includes multiplier)	$ 3,545.00
NON-SALARY (OTHER DIRECT EXPENSES)	$ -
GRAND TOTAL	**$ 3,545.00**

Commissioners Court - Regular Session **86.**

Meeting Date: 08/18/2020

Relocation Claim

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 relocation claim with Wheeler Coating Asphalt for right of way acquired on the N. Mays project (Parcel 3). Funding Source: Road Bonds P211

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Relocation Claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/13/2020 10:35 AM

Form Started By: Charlie Crossfield Started On: 08/13/2020 10:29 AM

Final Approval Date: 08/13/2020

Texas Department of Transportation
Form ROW-R-99
(Rev. 07/11)
Page 1 of 1

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Wheeler Coating Asphalt / Oldcastle Materials	Parcel No: 3 ROW CSJ: N/A	County: Williamson Project No.: N/A

☐ Residence ☒ Business ☐ Farm ☐ Nonprofit ☐ Sign ☐ Other

2. Address of Property Acquired by State:
3099 IH 35 N Round Rock TX
Claimant's Telephone No.: 512-346-3839

3. Address Moved To:
8165 Chandler Road, Hutto, TX 78634

4. Occupancy of Property Acquired by State:
From (Date): 1987 To (Date of Move): July 3, 2020
☒ Owner/Occupant ☐ Tenant

5. Distance Moved: 10 Miles

7. Mover's Name and Address:
Daryl Flood Logistics
15833 Long Vista Drive, Suite 103,
Austin, Texas 78728

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	04	21	2017
b. Date Property Acquired	04	02	2018
c. Date Required to Move	04	29	2018

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move):N/A

9. Amount of Claim:

a.	Moving Expenses	$261,052.00
b.	Reestablishment Expenses	$
c.	Searching Expenses	$
d.	Tangible Property Loss	$
e.	Storage	$
f.	Temporary Lodging	$
g.	**Total Amount**	**$261,052.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Sue Dall for Wheeler Coating Asphalt / Oldcastle Materials
Claimant

Date of Claim: 7/30/20

Claimant

Spaces Below to be Completed by State

I certify that I have examined this claim and substantiating documentation attached herewith, and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 261,052.00

Date

Williamson County Judge

R99

Memo

Date:	August 7, 2020
Project:	North Mays Expansion
To:	Don Childs, Sheets & Crossfield
From:	Rhonda Young, HDR
Subject:	Parcel No. 3 - Direct Payment to Vendor Commercial Move Payment Request

County: Williamson
Parcel No.: 3
Displacee: Wheeler Coating Asphalt

The above parcel is submitting a Commercial Move claim with direct payment to vendor. The following documents are attached:

- ROW-R-99 Claim Form
- Direct Payment to Vendor Form
- W-9
- Photos of the Displacement Site Prior to Move
- Photos of the Vacated Displacement Site
- Photos of the Replacement Site
- Release of Property
- ROW-R-CE - Certification of Eligibility Form

Additional Comments:

The displacees have vacated the above reference parcel, and all move claims are contained herein. Claim total is $261,052.00.

Please notify Rhonda Young when the funds are available so we may pick them up and deliver to the vendor.

Should you require additional information or have questions, please contact Rhonda Young at 512-685-2971 or by email at Rhonda.young@hdrinc.com.

Form ROW-R-DPV
(10/11)
Replaces Form ROW-R-DPM
Page 1 of 1

AGREEMENT FOR DIRECT PAYMENT TO VENDOR

County: Williamson
ROW CSJ: N/A
Highway: N. Mays
Parcel: 3

The undersigned displacee hereby agrees that payment for relocation services identified on the attached scope of work will be made to Daryl Flood Logistics. This agreement is void without a signed scope of work attached. Williamson County reserves the right and responsibility of determining the "reasonable and necessary" charges for the move as is customary in the industry. Wheeler Coating Asphalt understands anything not included in the attached scope of work must be pre-approved by Williamson County in order to ensure its eligibility for reimbursement. Vendor understands that the Williamson County will not be able to make any reimbursements for the pre-approved scope of services until displace authorizes release of the payment.

Sue Wall for Oldcastle/ Wheeler Coating Asphalt by Beth Reynolds with permission
Displacee's Signature

05/08/2020
Date

Sue Wall
Displacee's Name (Printed)

Vendor's Signature

5/11/2020
Date

Mark Frazier
Vendor's Name (Printed)
VP-Distribution

Lisa Dworaczyk
Williamson County Project Manager Signature

5/11/2020
Date

Lisa Dworaczyk
Williamson County Project Manager Name (Printed)

RDPV

Customer: B & H law Group

Name: Texas Materials

Rep: Tony Stephenson

Address: 1801 Lavaca

Austin TX 78701

Move Date: 03-23-20

Sue Wall, B&H Law Group phone: 512-474-9875 sue@bhlawgroup.com>

Kaylon Page, Texas Materials, phone 512-346-3839 kaylon.page@texasmaterial.com

SCOPE:

This is a Time and Materials Proposal for the Texas Materials Project:

Daryl Flood Logistics Scope of Work

From: Texas Materials, 3099 IH 35 N Round Rock TX,

To Destination: 8165 Chandler Rd. Hutto TX.

PHASE I:

Delivery of moving materiel for personnel and relocation (boxes, labels). 3-15-20.

Office/Garage: Daryl Flood (DFL) crews will arrive at 8am 3-23-20 daily Monday thru Tuesday 3-25-20, crews will unload equipment and pack and sort boxes and furniture for loading onto trucks. DFL crew will load trucks, once one truck is loaded that truck will depart for the Destination. DFL Destination crew will depart for Destination. The Origin Crew will stay and load and prepare trucks for departure for the Destination. This process (Round Robin) will continue until the Office and Garage are completely relocated. All items will be placed at the Destination with the direction of Texas Materials assistance.

Phase 1 (a) DFL will **Rig, Haul, and unload: 3 Sealer Tanks approximately 5000lbs each, 1 40ft tall, Sand Hopper, 1 structural frame under hopper, 2-2000-gallon Bulk fuel tanks, and 30 concrete blocks weighing approximately 1000lbs each.** Date TBD.

The catwalks will be cut away from the tanks and hopper and hauled to the Destination. Installation will be completed at Destination with concrete piers installed.

All utilities and piping to be disconnected by owner prior to riggers arrival

All Tanks and Hopper to be emptied by others prior to riggers arrival. **(Haz-mat paperwork to be filled out and copies returned to DFL prior to hauling).**

Scope Disconnect and reconnect of 2 - 2000-gallon fuel tanks:

Obtains Hutto fire permit for fuel system.

Dismantle Round Rock Fuel System

Pump all residual liquids and dispose of as per TCEQ

Pressure wash tanks for safe transportation using a LEL meter

Remove decals for transportation

Install piping and reuse all equipment, with exception to unleaded dispenser

Install piping and reuse all equipment, with exception too unleaded dispenser

Install 1 new Wayne S1 style remote fuel dispensers, for unleaded to meet newest code requirements

Install new electrical from owner's sub J-Box at containment (stub must be rigid to the ground and wire pulled to J-box)

Obtain COHFD inspections.

All rigging work will be done during normal business hours M-F 7am thru 3:30pm

Phase 2:

Yard: DFL will arrive 8am 3-25-20, DFL crews will arrive unload equipment (pallets, banding materiel, hydraulic dollies, ((forklifts Origin and Destination)) Flatbed trailers and bobtails. DFL will begin palletizing all yard equipment/items, this will be done in sections. 1 thru 10. Once sections 1 thru 2 is complete DFL crews will proceed to load Flat bed trailers and strap down loaded pallets for transport. Trailers will then depart for the Destination. Once at the destination DFL Crews will unload flatbeds and place equipment/items at Old Castle/wheeler's direction. This will continue as a (Round Robin) until Project is complete.

Phase 2 (a) DFL crews will relocate 3 Conex's two 20' and one 40' to the Destination and placed at the direction of OCW. The equipment and tools inside of these Conex's will need to be packed.

Phase 3: DFL Crews will relocate **Hazardous Materials**:

1. **5 fifty-five-gallon drums of solvent or solvent containing material**
2. **3 fifty-five-gallon drums of aerosol paint material**
3. **1800 pounds of paint (latex/solvent) 25 pallets.**

This project is slated to begin 3-23-20 and end July 2020.

Any changes to this proposal will need a signed change order from OCW and DFL.

This is a Time and Materials Proposal for the Texas Materials Project.

Total: $264,967.78

Project: North Mays Expansion
Parcel No.: 3

RELEASE OF PROPERTY

This is to notify Sheets & Crossfield, PC that **Wheeler Coating Asphalt have vacated the property located at 3099 IH 35 N, Round Rock, Texas, Williamson County on July 3, 2020** and relinquish all rights to personal property items within the right of way (ROW) on the land acquired.

Signature: Sue Hall

Title: Attorney for Wheeler Coating Asphalt/ Oldcastle Materials

Date: August 3, 2020

CERTIFICATION OF ELIGIBILITY

County: Williamson
Parcel: 3
Displacee: Wheeler Coating Asphalt / OLDCASTLE MATERIALS

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

If an Alien lawfully present in the United States, supporting documentation will be required.

If an incorporated business, farm or non-profit organization, I certify that I have signature authority for this entity and such entity is lawfully present in the United States.

WHEELER COATING ASPHALT

Bob Banks

By: BOB BANKS

Date: 10/26/17

Commissioners Court - Regular Session **87.**

Meeting Date: 08/18/2020

ROE 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 Right of Entry Authorization with Hutto 117 Investors regarding environmental studies for the Southeast Loop project. (Parcel 23).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hutto 117 ROE

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/13/2020 10:44 AM

Form Started By: Charlie Crossfield Started On: 08/13/2020 10:33 AM

Final Approval Date: 08/13/2020

RIGHT OF ENTRY AUTHORIZATION

In connection with Williamson County's Southeast Loop project, Williamson County, and its contractors, agents, and representatives, are requesting limited access to property owned by Hutto 117 Investors, LP ("Owner"), a description of said property attached hereto as Exhibit "A" and incorporated herein for all purposes ("the Property"), to perform the following tasks on the Property: Engineering and environmental surveying, archaeological or historical studies, and appraisal. In connection with these tasks, it may be necessary to perform shovel testing, as well as minor brush cutting or tree trimming. Williamson County and its contractors, agents, and representatives will make every effort possible to keep any disturbance to the Property's current state to a minimum. Any holes dug as a result of shovel testing will be refilled and restored to the Property's prior condition within 24 hours of said holes being dug.

Permission is hereby granted for the uses and purposes herein described for a period lasting 90 days from the date this Right of Entry Authorization is executed by Williamson County, subject to additional extensions provided by Owner in writing, and permission is granted subject to remuneration from Williamson County to Owner for physical damages actually done by Williamson County or its contractors, agents, or representatives. Notice of any such damages must be submitted in writing to Williamson County within 30 calendar days of the date of occurrence, with said writing to be submitted to counsel for Williamson County (Don Childs, Sheets & Crossfield, PLLC, Don@scrrlaw.com).

All tools, equipment, and other property taken upon or placed upon the Property by Williamson County or its contractors, agents, or representatives shall remain the property of Williamson County or its representatives, and must be removed by Williamson County or its representatives by the expiration of this Right of Entry Authorization. At Owner's sole option, any tools, equipment, or other property left on the Property after the expiration of this Right of Entry Authorization (a) shall become the property of Owner or (b) shall be disposed of at Williamson County's sole expense.

It is a condition to this Right of Entry Authorization that the Williamson County, its contractors, agents, or representatives, must provide written notice to Owner at least 72 hours in advance of entering the Property, with said writing to be submitted to counsel for Owner (Noah Galton, Jackson Walker LLP, ngalton@jw.com).

This Right of Entry Authorization is being entered into at the request of, and as an accommodation to, Williamson County. Therefore, Williamson County, for itself and for its contractors, agents, and representatives, hereby releases Owner from any liability or responsibility it may have in connection with loss of or damage to personal property belonging to Williamson County, its contractors, agents, or representatives on the Property.

WILLIAMSON COUNTY, ITS CONTRACTORS, AGENTS, AND REPRESENTATIVES, ENTER THE PROPERTY IN AN "AS IS" CONDITION, ACKNOWLEDGE THAT THE PROPERTY MAY HAVE UNEVENNESS, HOLES, AND CONDITIONS BOTH OPEN AND APPARENT AND CONCEALED WHICH MAY BE DANGEROUS TO PERSONS IN THE AREA, AND THEY DO ACCEPT THE PROPERTY IN THAT CONDITION.

WILLIAMSON COUNTY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, PARTNERS, AFFILIATES, EMPLOYEES, TENANTS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE "OWNER PARTIES"), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITIES AND EXPENSES WHATSOEVER (INCLUDING REASONABLE ATTORNEYS' FEES), TO THE EXTENT ARISING FROM ANY ENTRY OR OTHER ACTIVITIES UPON THE PROPERTY BY WILLIAMSON COUNTY, ITS CONTRACTORS, AGENTS, OR REPRESENTATIVES.

Special Instructions (Provided by Owner)
(Access Instructions, Locked Gate Combinations, Lessees' or Tenants' Names, Address and Phone):

Provide written notice to Owner at least 72 hours in advance of entering the Property, with said writing to be submitted to counsel for Owner (Noah Galton, Jackson Walker LLP, ngalton@jw.com)

WITNESS MY HAND AND SEAL this _____ day of August, 2020.

Hutto 117 Investors, LP	**Williamson County, Texas**
_____	_____
Printed Name: Joseph Straub	Printed Name: _____
Date: 8/4/2020	Date: _____
Street Address: 4408 Spicewood Springs Rd	Street Address: _____
City/State/Zip Code: Austin, TX 78759	City/State/Zip Code: _____
Phone Number: 512-231-1555	Phone Number: _____

EXHIBIT “A”

EXHIBIT "A"

County: Williamson
6Parcel No.: 23
Tax ID: R20680
Highway: Corridor A1
Limits: From: S.H. 130
To: C.R. 404

July 16, 2020

PROPERTY DESCRIPTION FOR PARCEL 23

DESCRIPTION OF A 21.313 ACRE (928,394 SQ. FT.) PARCEL OF LAND LOCATED IN THE J. KELSEY SURVEY, ABSTRACT 377, WILLIAMSON COUNTY, AND T.J. SMITH SURVEY, ABSTRACT 918, WILLIAMSON COUNTY, BEING A PORTION OF A CALLED 118.971 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO HUTTO 117 INVESTORS, LP, A TEXAS LIMITED PARTNERSHIP, RECORDED AUGUST 26, 2019 IN DOCUMENT NO. 2019079796, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 21.313 ACRE (928,394 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 "BUSBY 4967" found 518.79 feet right of Corridor A1 Engineer's Centerline Station (E.C.S.) 134+06.46 on the existing north right-of-way line of C.R. 138, a variable width right-of-way, recorded in Document No. 2009062923, O.P.R.W.C.TX., for the southeast corner of the remainder of a called 73.35 acre tract of land, described in a deed to Central Assembly of God, recorded in Document No. 2007040774, O.P.R.W.C.TX., same being the southwest corner of a called 1.377 acre tract of land, described in a deed to Manville Water Supply Corporation, recorded in Document No. 2006109103, O.P.R.W.C.TX.;

THENCE N 07°28'36" E, with the common line of said 1.377 acre tract and said remainder of a called 73.35 acre tract, a distance of 416.03 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,158,058.07, E=3,167,755.37) set 151.90 feet right of Corridor A1 E.C.S 136+02.62 on the proposed south right-of-way line of Corridor A1, for the most westerly southwest corner and **POINT OF BEGINNING** of the parcel described herein, said point being the end of a Control of Access (C.O.A.);

1) **THENCE** N 07°28'36" E, departing the proposed south right-of-way line of said Corridor A1, with the common line of called 118.971 acre tract and said remainder of a called 73.35 acre tract, a distance of 352.55 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 159.00 feet left of Corridor A1 E.C.S 137+68.84 on the proposed north right-of-way line of said Corridor A1, for the beginning of a C.O.A., same being the northwest corner of the parcel described herein, from which a 1/2-inch iron rod with a plastic cap found, for the northeast corner of a called 49.950 acre tract of land, described in a deed to P4 Hutto Partners, LLC, recorded in Document No. 2019093769, O.P.R.W.C.TX. bears N 07°28'36" E, a distance of 2,209.45 feet;

THENCE departing the common line of called 118.971 acre tract and said remainder of a called 73.35 acre tract, with the proposed north right-of-way line of said Corridor A1, over and across called 118.971 acre tract, the following four (4) courses and distances numbered 2-5:

2) N 64°44'00" E, passing at a distance of 266.49 feet a calculated point 180.43 feet left of Corridor A1 E.C.S 140+34.47, for the end of a C.O.A., and continuing for a total distance of 577.83 feet to a calculated point** 205.47 feet left of Corridor A1 E.C.S 143+44.80, said point being the beginning of a curve to the right,

3) With said curve to the right, an arc distance of 680.72 feet, through a central angle 04°07'54", having a radius of 9,440.00 feet, and a chord that bears N 67°16'48" E, a distance of 680.57 feet to a calculated point** 230.00 feet left of Corridor A1 E.C.S 150+24.93,

4) N 69°20'45" E, a distance of 200.00 feet to a calculated point** 230.00 feet left of Corridor A1 E.C.S 152+24.93, said point being the beginning of a curve to the right, and

5) With said curve to the right, an arc distance of 514.22 feet, through a central angle 05°54'58", having a radius of 4,980.00 feet, and a chord that bears N 72°18'14" E, a distance of 513.99 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Corridor A1 E.C.S 157+15.41 on the common line of called 118.971 acre tract and of a called 307.5795 acre tract of land, described in a deed to William A. Rogers Jr., as the Trustee of the Tiffany Tankersley Wolfe 1997 Children's Trust, recorded in Document No. 2016098133, O.P.R.W.C.TX., for the northeast corner of the parcel described herein, from which an 1/2-inch iron rod with a plastic cap found, for the northwest corner of said 307.5795 acre tract, bears N 07°34'48" E, a distance of 1,267.48 feet to a calculated point and N 07°56'38" E, a distance of 630.58 feet;

6) **THENCE** S 07°34'48" W, departing the proposed north right-of-way line of said Corridor A1, with the common line of called 118.971 acre tract and said 307.5795 acre tract, passing at a distance of 427.64 feet a 1/2-inch iron rod found, for the most westerly southwest corner of said 307.5795 acre tract, same being the northwest corner of a called 10.0 acre tract of land, described in a deed to Martin L. Johnson and Kathryn A. Johnson, husband and wife, recorded in Document No. 1993035363, O.P.R.W.C.TX., and continuing for a total distance of 504.57 feet to a calculated point** 232.71 feet right of Corridor A1 E.C.S 155+13.86 on the proposed south right-of-way line of said Corridor A1;

7) **THENCE** S 07°34'48" W, with the proposed south right-of-way line of said Corridor A1, a distance of 1,321.06 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 1,404.94 feet right of Corridor A1 E.C.S 148+74.58 on the existing north right-of-way line of said C.R. 138, a variable width right-of-way, no record information found, for the southeast corner of called 118.971 acre tract and the parcel described herein, from which a 5/8-inch iron rod with plastic camp found bears S 71°38'49" W, a distance of 13.66 feet;

8) **THENCE** N 81°31'52" W, departing the proposed south right-of-way line of said Corridor A1, with the existing north right-of-way line of said C.R. 138, a distance of 120.01 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 1,346.53 feet right of Corridor A1 E.C.S 147+69.73 on the proposed south right-of-way line of said Corridor A1, for the most southerly southwest corner of the parcel described herein;

THENCE departing the existing north right-of-way line of said C.R. 138, with the proposed south right-of-way line of said Corridor A1, over and across called 118.971 acre tract, the following six (6) courses and distances numbered 9-14:

9) N 07°34'48" E, a distance of 1,201.90 feet to a calculated point** 286.20 feet right of Corridor A1 E.C.S 153+45.61,

10) N 51°17'07" W, a distance of 118.93 feet to a calculated point** 185.00 feet right of Corridor A1 E.C.S 152+79.87, said point being the beginning of a curve to the left,

11) With said curve to the left, an arc distance of 52.80 feet, through a central angle 00°39'46", having a radius of 4,565.00 feet, and a chord that bears S 69°40'38" W, a distance of 52.80 feet to a calculated point** 185.00 feet right of Corridor A1 E.C.S 152+24.93,

12) S 69°20'45" W, a distance of 774.48 feet to a calculated point** 185.00 feet right of Corridor A1 E.C.S 144+50.45, said point being the beginning of a curve to the right, and
13) With said curve to the right, passing at an arc distance of 441.73 feet a calculated point 174.64 feet right of Corridor A1 E.C.S 140+08.28, for the beginning of a C.O.A., and continuing for a total arc distance of 540.31 feet, through a central angle 03°16'46", having a radius of 9,440.00 feet, and a chord that bears S 70°59'08" W, a distance of 540.24 feet to a calculated point** 169.54 feet right of Corridor A1 E.C.S 139+10.43, and

14) S 72°37'31" W, a distance of 308.32 feet to the **POINT OF BEGINNING**, and containing 21.313 acres (928,394 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.

Access is prohibited across the Control of Access Line to the highway facility from the remainder of the abutting property.

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

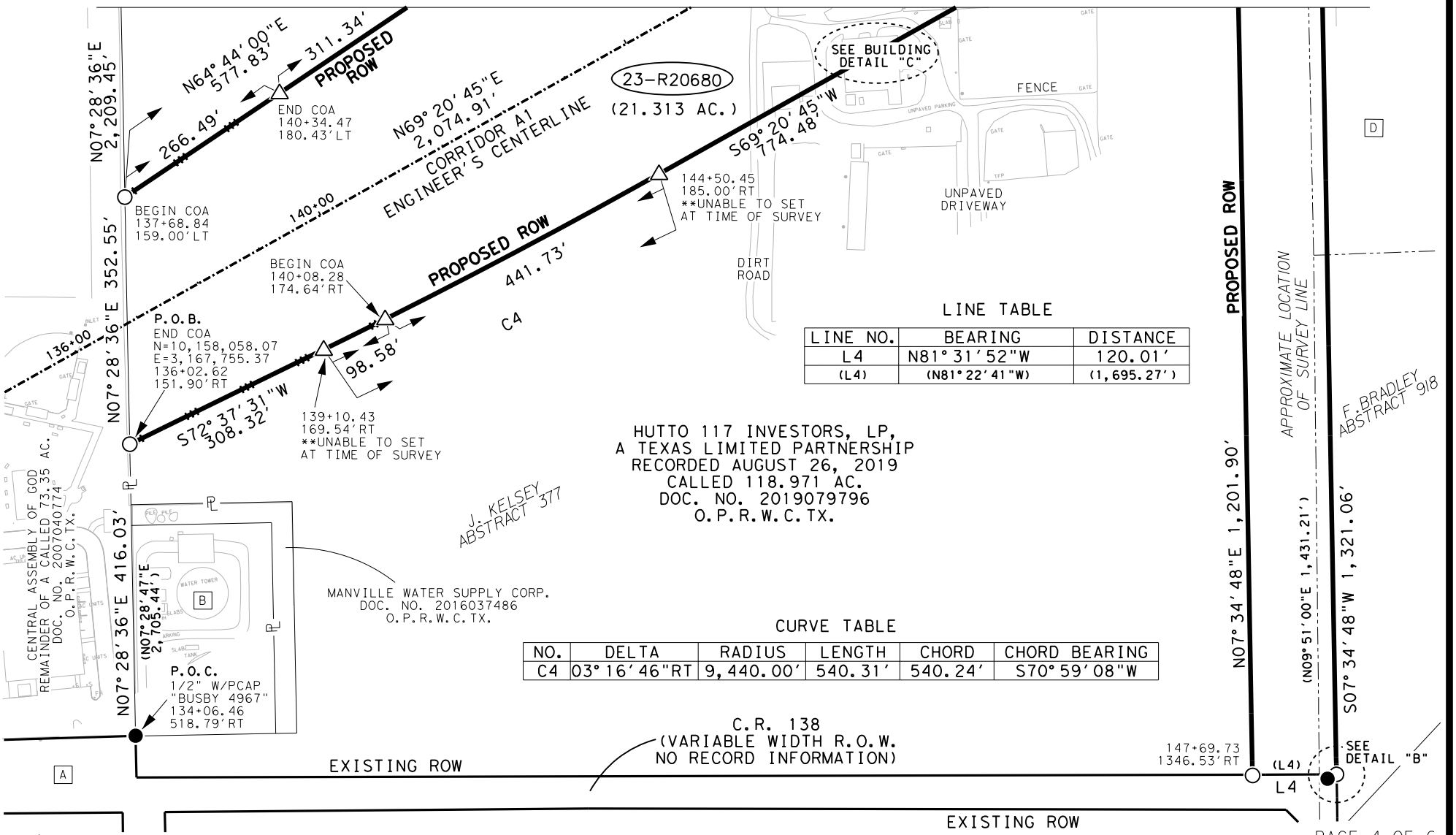


Scott C. Brashear 7/16/2020

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"

MATCH SHEET 5 OUT OF 6



LINE TABLE

LINE NO.	BEARING	DISTANCE
L4	N81° 31' 52"W	120.01'
(L4)	(N81° 22' 41"W)	(1,695.27')

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C4	03° 16' 46"RT	9,440.00'	540.31'	540.24'	S70° 59' 08"W

REF. FIELD NOTE NO. 47140

FILE:\\saminc\AUS\PROJECTS\1017038140A\100\Survey\03Exhibits\23\PLAT\01\P-23.dgn

				REMAINING	68.295 AC. LEFT
EXISTING	*120.091 AC.	ACQUIRE	21.313 AC.	REMAINING	30.483 AC. RIGHT

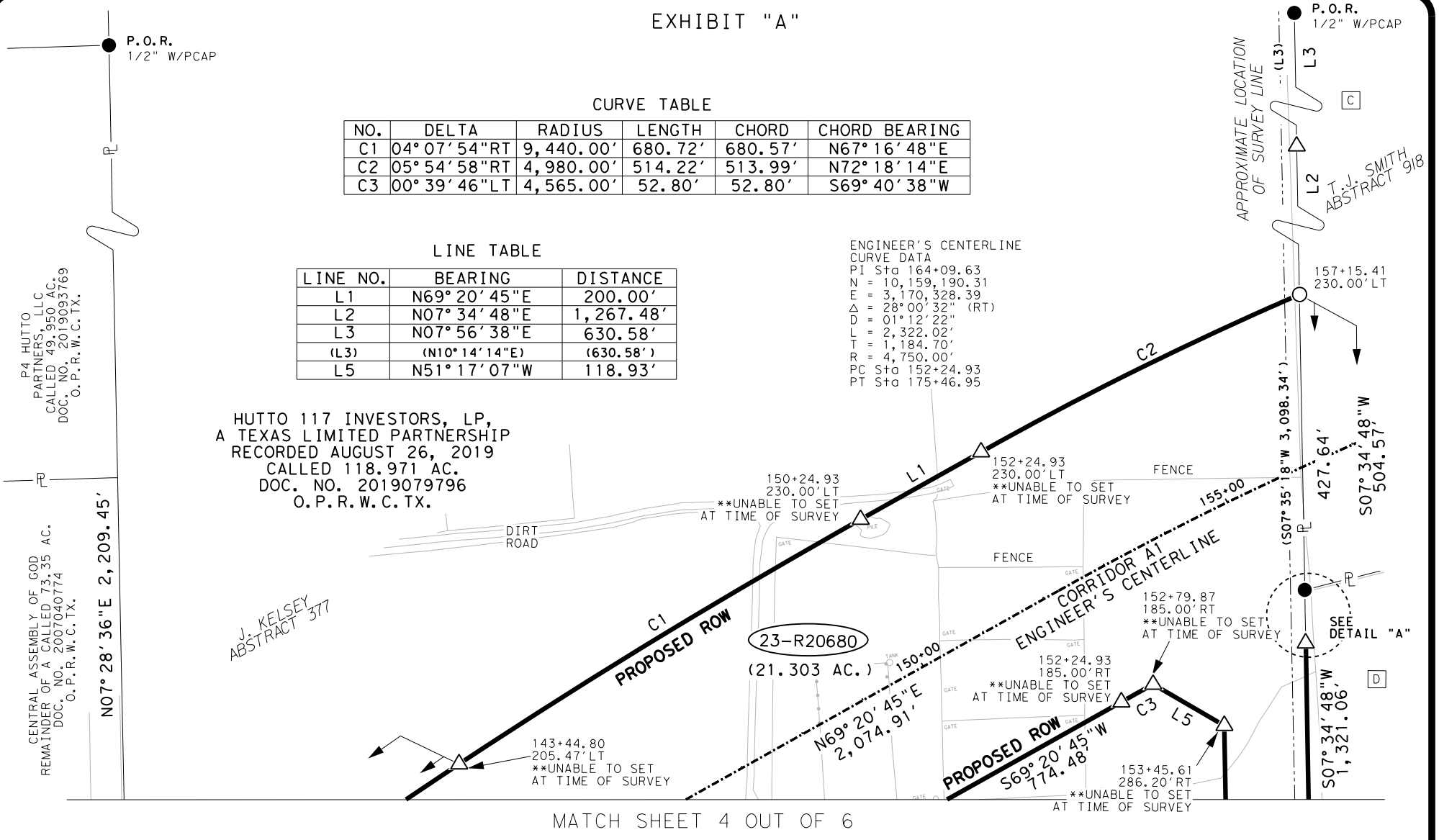
200 0 100 200

GRAPHIC SCALE
SCALE: 1" = 200'
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
HUTTO 117 INVESTORS, LP,
A TEXAS LIMITED PARTNERSHIP
PARCEL 23
TAX ID R20680
21.313 AC. (928,394 SQ. FT.)

EXHIBIT "A"



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	04°07'54"RT	9,440.00'	680.72'	680.57'	N67°16'48"E
C2	05°54'58"RT	4,980.00'	514.22'	513.99'	N72°18'14"E
C3	00°39'46"LT	4,565.00'	52.80'	52.80'	S69°40'38"W

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N69°20'45"E	200.00'
L2	N07°34'48"E	1,267.48'
L3	N07°56'38"E	630.58'
(L3)	(N10°14'14"E)	(630.58')
L5	N51°17'07"W	118.93'

MATCH SHEET 4 OUT OF 6

200 0 100 200

GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 47140

FILE:\\saminc\AUS\PROJECTS\1017038140A\100\Survey\03Exhibits\23\PLAT\01\P-23_2.dgn

				REMAINING	68.295 AC. LEFT
EXISTING	*120.091 AC.	ACQUIRE	21.313 AC.	REMAINING	30.483 AC. RIGHT

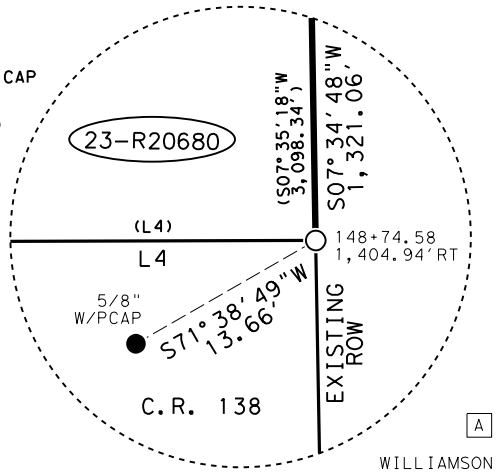
SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
HUTTO 117 INVESTORS, LP,
A TEXAS LIMITED PARTNERSHIP
PARCEL 23
TAX ID R20680
21.313 AC. (928,394 SQ. FT.)

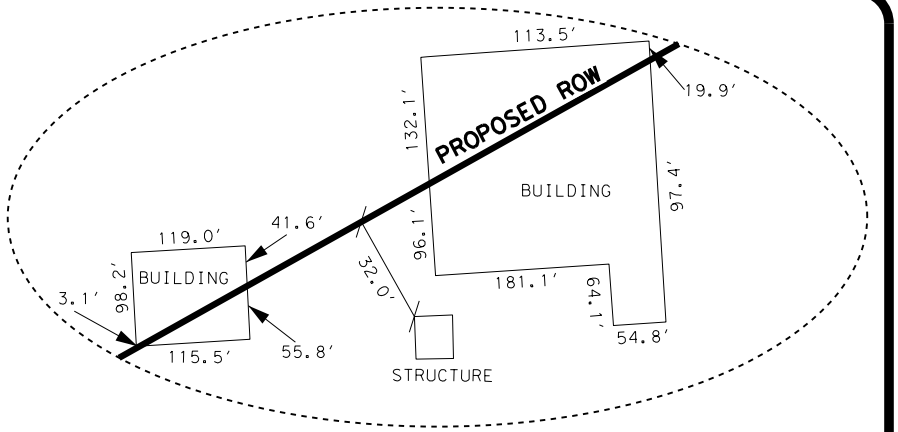
EXHIBIT "A"

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)



DETAIL "B"
NOT TO SCALE



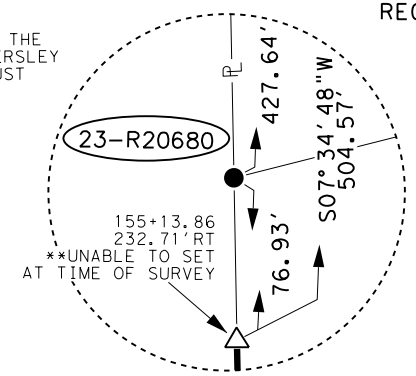
DETAIL "C"
NOT TO SCALE

[A] WILLIAMSON COUNTY
DOC. NO. 2009062923
O.P.R.W.C.TX.

[B] MANVILLE WATER SUPPLY CORP.
CALLED 1.377 AC.
DOC. NO. 2006109103
O.P.R.W.C.TX.

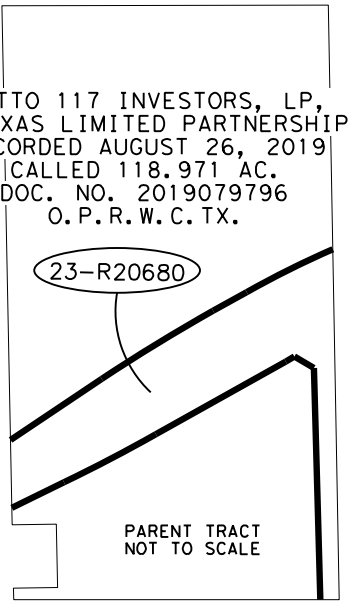
[C] WILLIAM A. ROGERS, JR., AS THE TRUSTEE OF THE TIFFANY TANKERSLEY WOLFE 1997 CHILDREN'S TRUST
CALLED 307.5795 AC.
DOC. NO. 2016098133
O.P.R.W.C.TX.

[D] MARTIN L. JOHNSON AND KATHRYN A. JOHNSON, HUSBAND AND WIFE
CALLED 10.0 AC.
DOC. NO. 1993035363
O.P.R.W.C.TX.



DETAIL "A"
NOT TO SCALE

HUTTO 117 INVESTORS, LP,
A TEXAS LIMITED PARTNERSHIP
RECORDED AUGUST 26, 2019
CALLED 118.971 AC.
DOC. NO. 2019079796
O.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. 2006406, EFFECTIVE DATE FEBRUARY 5, 2020, AND ISSUED DATE FEBRUARY 18, 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.

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

7/16/2020

DATE

REF. FIELD NOTE NO. 47140
FILE:\\saminc\AUS\PROJECTS\1017038140A\100\Survey\03Exhibits\23\PLAT\01\P-23_2.dgn

EXISTING	*120.091 AC.	ACQUIRE	21.313 AC.	REMAINING	68.295 AC. LEFT
				REMAINING	30.483 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
HUTTO 117 INVESTORS, LP,
A TEXAS LIMITED PARTNERSHIP
PARCEL 23
TAX ID R20680
21.313 AC. (928,394 SQ. FT.)

Commissioners Court - Regular Session **88.**

Meeting Date: 08/18/2020

Temporary ROE Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Temporary Right of Entry Agreement with Car-Ma Family LP for surveying needed on the Liberty Hill Bypass project (Parcels 41 & 42).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Car-Ma ROE

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/13/2020 10:47 AM

Form Started By: Charlie Crossfield Started On: 08/13/2020 10:43 AM

Final Approval Date: 08/13/2020

Williamson County – Liberty Hill Bypass Project
Property ID: R473965 & R433112

TEMPORARY RIGHT OF ENTRY AGREEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS, Car-Ma Family LP (herein "Owner"), is the fee simple owner, whether one or more, of a certain tract of land marked as tracts 41 and 42 on Exhibit A attached hereto and described as 700 Stubblefield Lane, Liberty Hill TX 78642 and Property ID: R473965 & R433112 (herein "the Property"); and,

WHEREAS, Williamson County, Texas, and its employees, agents, consulting engineers, contractors, sub-contractors or other representatives, (herein "Condemnor") is desirous of obtaining a Temporary Right of Entry that will permit it the right to enter into and upon the Property, for the purpose of above-ground linear surveying and performing non-invasive archeological and non-invasive geotechnical inspection and data collection services upon said tract; and,

WHEREAS, Owner hereby grants permission to Condemnor to assist Condemnor in completing the requested above-ground linear surveying and non-invasive archeological and non-invasive geotechnical services on the subject tract subject to the below conditions;

NOW, THEREFORE,

It is understood and agreed by the parties hereto that this Temporary Right of Entry is hereby given by Owner to Condemnor, upon the following terms and conditions:

1. That Condemnor, its agents and contractors, shall have the right to enter the Property from the date of execution by Condemnor, for a period not to exceed sixty (60) days, subject to written extensions from Owner, for the purposes described herein. Condemnor shall provide written notice to Owner's authorized representative (Michael Dadash at michael@infiniterecovery.com) and to counsel for Owner (Barron, Adler, Clough & Oddo, LLP, attn: Nick Laurent at laurent@barronadler.com) at least two (2) days prior to each entry onto the Property for the purposes stated herein. Owner reserves the right to have any of its authorized representative(s) be present for any or all operations being performed as a result of the use of this Temporary Right of Entry. Owner agrees to cooperate with Condemnor in allowing Condemnor to have access to the Property under the terms described herein and for the purposes described herein. Condemnor shall not have the right to enter the Property for any other purpose other than the purposes described herein.

2. That Condemnor shall avoid disturbing paved or heavily landscaped areas, and shall, to the extent reasonably possible, only disturb those areas that are not

improved. Any digging or other disturbance of the ground shall immediately be returned as closely as possible to the condition which existed prior to the entry by Condemnor, and all gates will be left in the same manner as they were prior to entry by Condemnor. Some trimming of underbrush and branches for access and line of sight surveying is allowable. No accessway to the Property shall be blocked either fully or partially at any time.

3. That Condemnor agrees that it will, at regular intervals and at the termination of this Temporary Right of Entry Agreement, remove any and all trash and other debris brought upon the Property by Condemnor, its employees, servants, agents, or contractors.

4. That Condemnor agrees that it will not discharge any hazardous substances, as that term is defined by applicable law, upon the Property and if any hazardous substances are discharged on the Property, Condemnor will promptly remediate any damage.

5 That any gates used by Condemnor will be closed and secured by Condemnor after passing through same. Further, no fences will be cut or damaged by Condemnor.

6. That the grant herein made shall not prejudice or impair, in any way, Owner's rights to receive full and just compensation for the interest that may be acquired by Condemnor in the Property plus remainder damages, if any, as well as any and all relocations benefits available to Owner under applicable statutes, and that Owner reserves all rights, title, and interest in and to the Property.

7. That Condemnor further agrees, upon the receipt of a written request, to make available to Owner for inspection and copying, the final report, survey or assessment resulting from the entry to the Property granted herein, including but not limited to surveys and environmental reports, and any other final reports pertaining to the Property's physical condition, which are in Condemnor's possession, custody, or control.

8. By execution below, Condemnor acknowledges that Condemnor has been advised by Owner of the existence of hazards which may exist on the Property including but are not limited to: abandoned barbed wire fences which may lie within vegetation; broken glass or pottery which may lie within vegetation; wild boar herds, poisonous snakes, coyotes, and other predators; abandoned water wells and other trenches, holes, and ditches which may lie within vegetation; and the conduct by third parties of illegal hunting with firearms without permission of Owner. TO THE EXTENT ALLOWED BY LAW, CONDEMNOR AND ITS EMPLOYEES, AGENTS, CONSULTING ENGINEERS, CONTRACTORS, SUB-CONTRACTORS OR OTHER REPRESENTATIVES WORKING ON CONDEMNOR'S BEHALF AND GAINING ACCESS UNDER THIS TEMPORARY RIGHT OF ENTRY AGREE TO INDEMNIFY, DEFEND, AND HOLD OWNER HARMLESS FROM ALL CLAIMS, LIABILITY, AND DAMAGES, INCLUDING ATTORNEYS' FEES, ARISING FROM, OR IN ANY WAY CONNECTED WITH THE ACCESS OF THE PROPERTY PURSUANT TO THIS TEMPORARY RIGHT OF ENTRY AND/OR FOR THE PURPOSES DESCRIBED HEREIN, WHETHER BY CONDEMNOR,

ITS EMPLOYEES, AGENTS, CONSULTING ENGINEERS, CONTRACTORS, SUB-CONTRACTORS OR OTHER REPRESENTATIVES, UNDER SAID TEMPORARY RIGHT OF ENTRY, EXCEPT FOR SUCH CLAIMS, LIABILITIES, OR DAMAGES ARISING FROM OWNER'S SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

9. That Condemnor will promptly reimburse Owner for any and all damage to any real or personal property of Owner caused by Condemnor's actions and/or the actions of its employees, agents, consulting engineers, contractors, sub-contractors or other representatives. Condemnor shall pay any of the sums which may become due and owing hereunder as a result of the actions or inactions of its employees, agents, consulting engineers, contractors, sub-contractors or other representatives. Owner shall not be required to seek recovery of any of such sums from the offending entity, rather Condemnor shall pay such sums to Owner and then it will be Condemnor's burden to seek repayment should it so desire.

10. That in connection with the survey work to be performed on the Property, Condemnor will stake the width at intervals of at minimum 200 feet and the length of the proposed permanent and/or temporary parcel(s) in question.

11. That Condemnor' and its contractors will maintain insurance providing coverage for any damage or injuries during survey activities at levels customary in their respective industries, or as otherwise required by policies, procedures, or contracts of Condemnor.

IN WITNESS WHEREOF, Owner and Condemnor have caused this instrument to be executed on this _____ day of _____ 2020.

OWNER(S):	**CONDEMNOR:**
Car-Ma Family LP	Williamson County, Texas
By: Carlos L Guerra	By: _____
Printed Name: CARLOS GUERRA	Printed Name: _____
Title: member	Title: _____

Liberty Hill Bypass

Legend

- Easement
- Existing ROW
- Liberty Hill Bypass Parcel (Acquired)
- Liberty Hill Bypass Parcel (To be Acquired)
- Property Lines
- Proposed ROW

Taylor Smith Dr
Teri Trail
E Myrtle Ln
W Myrtle Ln
Hickman St
Ford St
Lola Ln
332 Main St
Church Hill Ln
Grange Rd
Munro St
Van Alley
Fallwell St
Aynsworth St
Carson Ave
Bell St
Hwy 1869
036
037
035 PT 1
034
035 PT2
039
040
041
042
044
045
043
046
047
279
048
050
049
EXHIBIT A
Google Earth
© 2020 Google
N
1000 ft

Commissioners Court - Regular Session **89.**

Meeting Date: 08/18/2020

CR 278 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 Roger Bonnet for right of way needed on CR 278. Funding Source: Road & Bridge P493

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 278 Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/13/2020 10:56 AM
Charlie Crossfield (Originator)	Charlie Crossfield	08/13/2020 11:19 AM
Form Started By: Charlie Crossfield		Started On: 08/13/2020 10:46 AM
Final Approval Date: 08/13/2020		

REAL ESTATE CONTRACT

CR 278 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by **ROGER BONNET** (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 1.745 acres tract of land out of the Joseph Lee Survey, Abstract No. 393, in Williamson County, Texas; being out of that remnant portion of the called 20.2 acre tract of lane conveyed to Roger Bonnet recorded in document no. 2020057423, Official Records, Williamson County, Texas; said 1.745 acre tract being more particularly described by a metes and bounds description in Exhibit "A" attached hereto and incorporated herein;

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 SEVENTY-FIVE THOUSAND ONE HUNDRED THIRTY-FOUR and 00/100 Dollars ($75,134.00).

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

2

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 August 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 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.

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:

By: Roger Bonnet
Roger Bonnet
Date: 8-6-2020

Address: 1805 Park Lane
GeorgeTown, Tx. 78628

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date:_____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Exhibit "A"

METES AND BOUNDS DESCRIPTION

FOR A 1.745 ACRE TRACT OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 20.2 ACRE TRACT OF LAND CONVEYED TO ROGER BONNET, RECORDED IN DOCUMENT NO. 2020057423 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 1.745 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF JUNE 2020, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with aluminum cap marked “WILLIAMSON COUNTY” monumenting the northeast corner of the called 0.198 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2017055624 of the Official Public Records of Williamson County, Texas and the most northerly northwest corner of said remnant portion of the 20.2 acre Bonnet tract, same being on the south right-of-way line of County Road 278 for the most northerly northwest corner and **POINT OF BEGINNING** hereof, from which an iron rod found with aluminum cap marked “WILLIAMSON COUNTY” monumenting the southeast corner of the called 0.723 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2018054162 of the Official Public Records of Williamson County, Texas and the most southerly southwest corner of a called 9.65 acre tract of land conveyed to Casitas at Copper Ridge, L.L.C., recorded in Document No. 2019087166 of the Official Public Records of Williamson County, Texas, same being on the north right-of-way line of said County Road 278, bears, N 19°09’57” W for a distance of 31.08 feet;

THENCE, **N 69°20’22” E** with the north boundary line of said remnant portion of the 20.2 acre Bonnet tract and said south right-of-way line of County Road 278 for a distance of **1383.33 feet** to a 1/2" iron rod found monumenting the northeast corner of said remnant portion of the 20.2 acre Bonnet tract and the northwest corner of a 1.12 acre Right-of-Way Dedication as shown on Loredo Subdivision, recorded in Cabinet T, Slides 15-16 of the Plat Records of Williamson County, Texas, same being on an angle point in said south right-of-way line of County Road 278, for the northeast corner hereof;

THENCE, **S 25°40’35” E** with the east boundary line of said remnant portion of the 20.2 acre Bonnet tract and in part with the west boundary line said 1.12 acre Right-of-Way Dedication and the west boundary line of Lot 7 of said Loredo Subdivision, passing at a distance of 11.50 feet, a cotton gin spindle found 0.27’ east of this line, in all a total distance of **48.18 feet** to a calculated point for the southeast corner hereof, from which a 5/8” iron rod found monumenting an angle point in said east boundary line of the remnant portion of the 20.2 acre Bonnet tract and said west boundary line of Lot 7, bears S 25°40’35” E for a distance of 82.84 feet;

THENCE, **S 69°20’22” W** through the interior of said remnant portion of the 20.2 acre Bonnet tract for a distance of **1666.19 feet** to a calculated point on the west boundary line of said remnant portion of the 20.2 acre Bonnet tract and the east boundary line of said 0.198 acre Williamson County, Texas tract, same being on the east right-of-way line of County Road 279, for the southwest corner hereof, from which at an iron rod found with aluminum cap marked “WILLIAMSON COUNTY” monumenting an angle point on said

west boundary line of remnant portion of the 20.2 acre Bonnet tract, said east boundary line of the 0.198 acre Williamson County, Texas tract and said east right-of-way line of County Road 279, bears S 01°26'05" E for a distance of 234.48 feet;

THENCE, with said west boundary line of the remnant portion of the 20.2 acre Bonnet tract common with said 0.198 acre Williamson County, Texas tract, and with said east right-of-way line of County Road 279, the following two (2) courses and distances:

1. **N 01°26'05" W** for a distance of **5.97 feet** to an iron rod found with aluminum cap marked "WILLIAMSON COUNTY" monumenting an angle point;

2. **N 34°03'27" E** for a distance of **69.43 feet** to an iron rod found with aluminum cap marked "WILLIAMSON COUNTY" monumenting the most westerly northwest corner of said remnant portion of the 20.2 acre Bonnet tract and an interior ell corner of said 0.198 acre Williamson County, Texas tract, same being on the intersection of said south right-of-way line of County Road 278 and said east right-of-way line of County Road 279, for the most westerly northwest corner hereof;

THENCE, with the north boundary line of said remnant portion of the 20.2 acre Bonnet tract, common with said 0.198 acre Williamson County, Texas tract, and with said south right-of-way line of County Road 278, the following three (3) courses and distances:

1. **N 75°38'53" E** for a distance of **109.20 feet** to an iron rod found with aluminum cap marked "WILLIAMSON COUNTY";

2. **N 69°37'26" E** for a distance of **110.94 feet** to an iron rod found with aluminum cap marked "WILLIAMSON COUNTY";

3. **N 18°39'12" W** for a distance of **14.81 feet** to the **POINT OF BEGINNING** and containing 1.745 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor or 1.00014.

A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.L.S. FIRM NUMBER 10006900

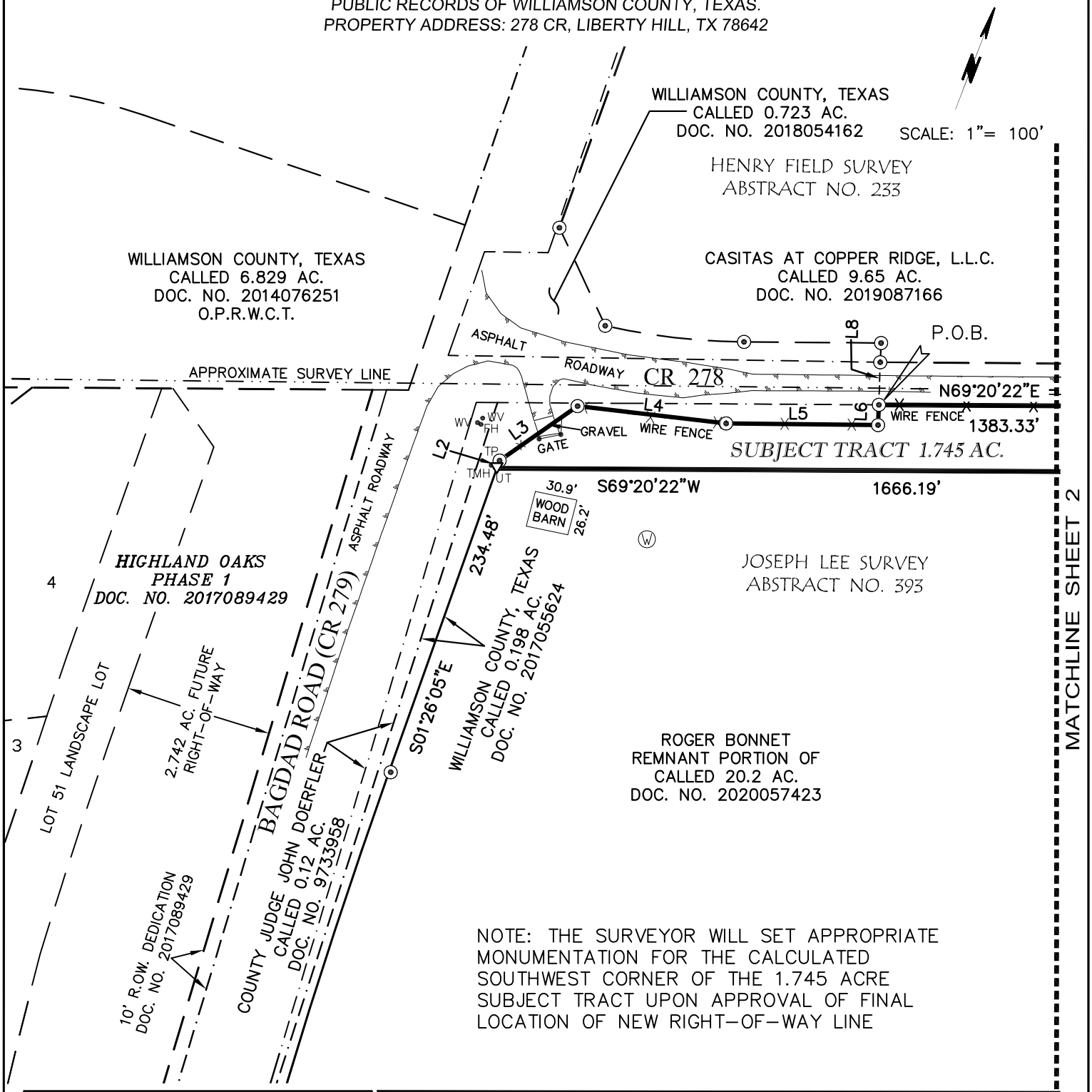
JUNE 26, 2020

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

Z:\WCRB_CR 278 ROW-TOPO 2020 WA_BONNET STANDARD LAND SURVEY\CR 278 ROW PARCEL BONNETT TRACT M&B.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 1.745 ACRE TRACT OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 20.2 ACRE TRACT OF LAND CONVEYED TO ROGER BONNET, RECORDED IN DOCUMENT NO. 2020057423 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 278 CR, LIBERTY HILL, TX 78642



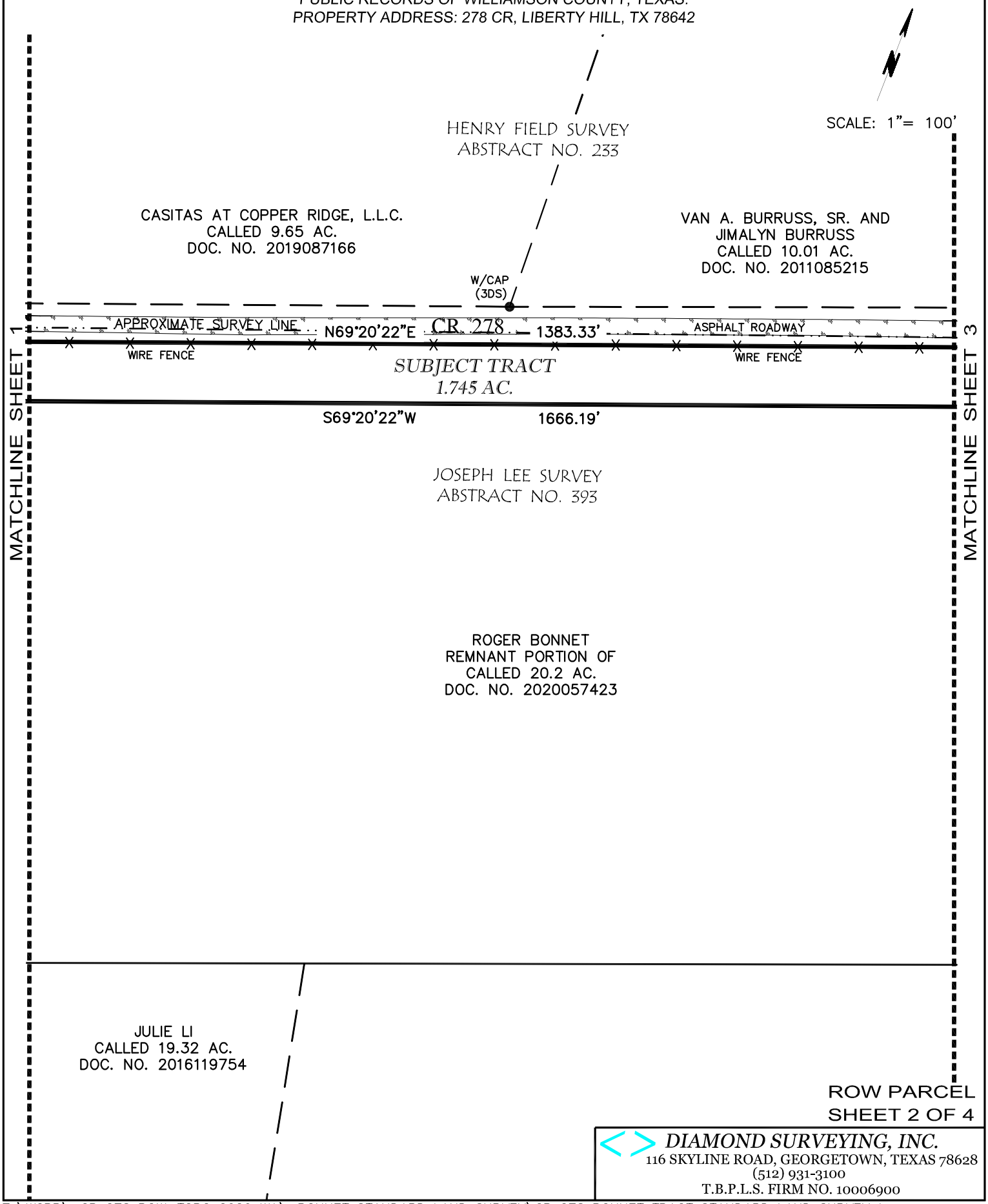
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S25°40'35"E	48.18'
L2	N01°26'05"W	5.97'
L3	N34°03'27"E	69.43'
L4	N75°38'53"E	109.20'
L5	N69°37'26"E	110.94'
L6	N18°39'12"W	14.81'
L7	S25°40'35"E	82.84'
L8	N19°09'57"W	31.08'
L9	N20°39'38"W	32.38'

ROW PARCEL
SHEET 1 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

Z:\WCRB_CR 278 ROW-TOPO 2020 WA_BONNET STANDARD LAND SURVEY\CR 278 BONNET TRACT STANDARD LAND SURVEY.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 1.745 ACRE TRACT OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 20.2 ACRE TRACT OF LAND CONVEYED TO ROGER BONNET, RECORDED IN DOCUMENT NO. 2020057423 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 278 CR, LIBERTY HILL, TX 78642

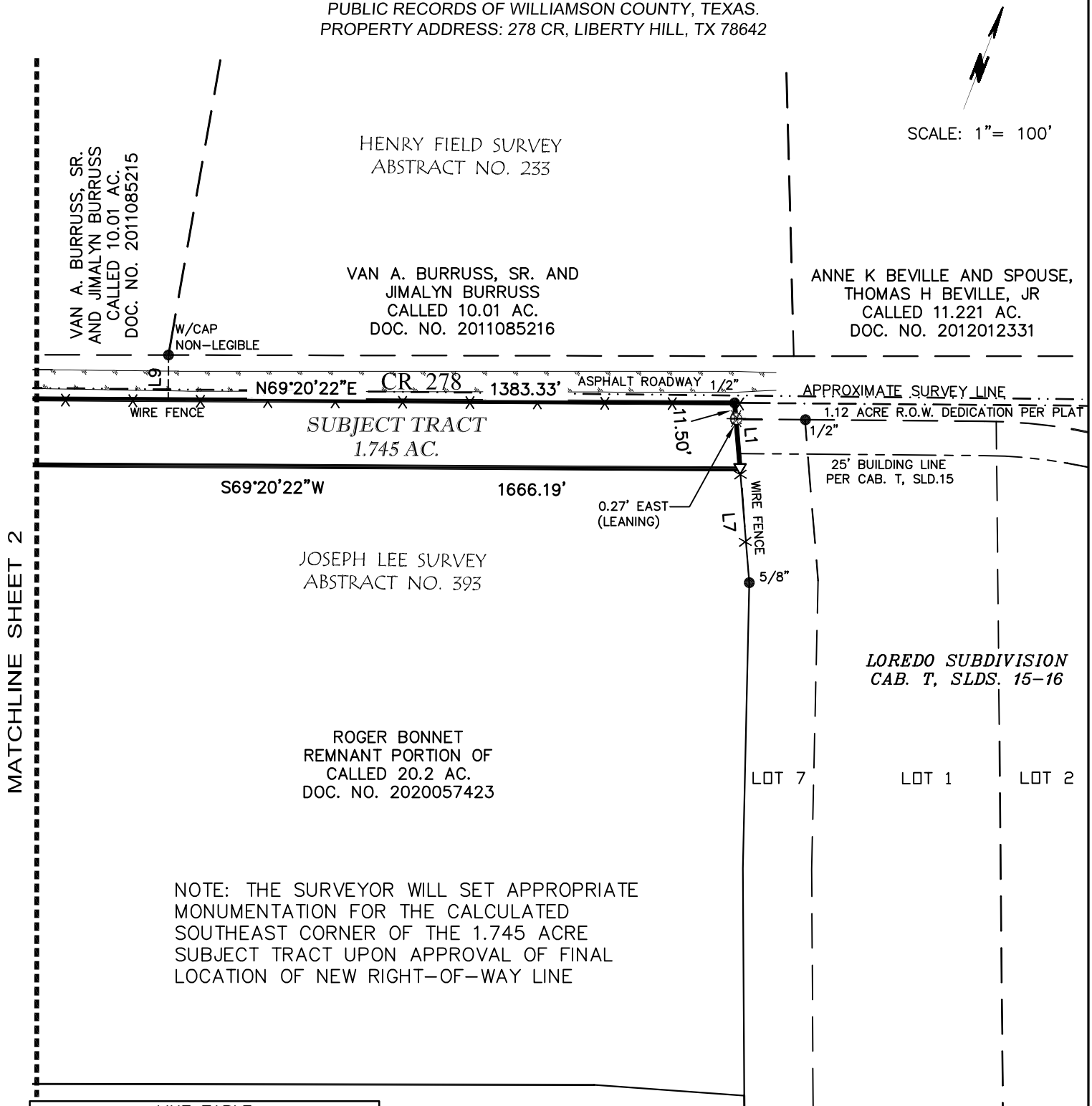


ROW PARCEL
SHEET 2 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

Z:\WCRB_CR 278 ROW-TOPO 2020 WA_BONNET STANDARD LAND SURVEY\CR 278 BONNET TRACT STANDARD LAND SURVEY.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 1.745 ACRE TRACT OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 20.2 ACRE TRACT OF LAND CONVEYED TO ROGER BONNET, RECORDED IN DOCUMENT NO. 2020057423 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 278 CR, LIBERTY HILL, TX 78642



NOTE: THE SURVEYOR WILL SET APPROPRIATE MONUMENTATION FOR THE CALCULATED SOUTHEAST CORNER OF THE 1.745 ACRE SUBJECT TRACT UPON APPROVAL OF FINAL LOCATION OF NEW RIGHT-OF-WAY LINE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S25°40'35"E	48.18'
L2	N01°26'05"W	5.97'
L3	N34°03'27"E	69.43'
L4	N75°38'53"E	109.20'
L5	N69°37'26"E	110.94'
L6	N18°39'12"W	14.81'
L7	S25°40'35"E	82.84'
L8	N19°09'57"W	31.08'
L9	N20°39'38"W	32.38'

ROW PARCEL
SHEET 3 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 1.745 ACRE TRACT OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 20.2 ACRE TRACT OF LAND CONVEYED TO ROGER BONNET, RECORDED IN DOCUMENT NO. 2020057423 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 278 CR, LIBERTY HILL, TX 78642

LEGEND

●	IRON ROD FOUND
⊛	COTTON GIN SPINDLE FOUND
⊙	IRON ROD FOUND WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
▽	CALCULATED POINT
Ⓦ	WELL
WV	WATER VALVE
FH	FIRE HYDRANT
TP	TELEPHONE PEDESTAL
TMH	TELEPHONE MANHOLE
UT	UNDERGROUND TELEPHONE MARKER SIGN
— X — X —	WIRE FENCE
	EDGE OF PAVEMENT
P.O.B.	POINT OF BEGINNING

NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. THE COORDINATED AND DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

3) THE TRACT SHOWN HEREON LIES WITH IN ZONE "X" UNSHADED, AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0245F, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019.

4) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON WHICH MAY AFFECT THE SUBJECT TRACT. 6) THE BOUNDARY LINE SHOWN HEREON ARE FOR BOUNDARY VERIFICATION ONLY AND ARE NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

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 June 24, 2020. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1B, CONDITION III STANDARD LAND SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

SHANE SHAFER, R.P.L.S. NO. 5281 — JUNE 26, 2020 DATE

ROW PARCEL
SHEET 4 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

Exhibit "B"

DEED

County Road 278

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 **ROGER BONNET**, 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 1.745 acres tract of land out of the Joseph Lee Survey, Abstract No. 393, in Williamson County, Texas; being out of that remnant portion of the called 20.2 acre tract of lane conveyed to Roger Bonnet recorded in document no. 2020057423, Official Records, Williamson County, Texas; said 1.745 acre tract being more particularly described by a metes and bounds description 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 366.

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 follows]

GRANTOR:

_____
Roger Bonnet

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2020 by Roger Bonnet in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of _____

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 **90.**

Meeting Date: 08/18/2020

CR 366 Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Ronnie C. Zett and Zonda K. Zett for right of way needed on the CR 366 project (Parcel 22). Funding Source: Road Bonds P296

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Zett contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/13/2020 10:59 AM

Form Started By: Charlie Crossfield Started On: 08/13/2020 10:54 AM

Final Approval Date: 08/13/2020

REAL ESTATE CONTRACT
CR 366 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by **RONNIE C. ZETT and wife ZONDA K. ZETT** (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 1,795 square foot (0.0412 of one acre) parcel of land out of the W.J. Baker Survey, Abstract No.65, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 22);

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, any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of TWO THOUSAND SIX HUNDRED THIRTY and 00/100 Dollars ($2,630.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in good funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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 September 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 monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance to cause the Title Company to deliver 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.

[signature page follows]

SELLER:

Ronnie C. Zett

Ronnie C. Zett

Address: 14980 E. Hwy 29
Granger, Tx 78630-5068

Date: 8-11-2020

Zonda K. Zett

Zonda K. Zett

Date: 8/11/2020

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

May 8, 2020

PROPERTY DESCRIPTION FOR PARCEL 22

DESCRIPTION OF a 1,795 square foot (0.0412 of one acre) parcel of land out of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas, and being a portion of that tract described as 10 acres conveyed to Ronnie C. Zett by Warranty Deed dated September 10, 1991, as recorded in Volume 2055, Page 308, Official Records, Williamson County, Texas (O.R.W.C.T.); said 1,795 square foot (0.0412 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found in the north line of said 10 acre tract, being the southeast corner of that tract described as 5.76 acres conveyed to Jack Dale Hall and wife, Cynthia D. Surles-Hall by Warranty Deed with Vendor's Lien dated August 7, 2003, as recorded in Document No. 2003077883, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), from which a 1/2-inch iron rod found at the northeast corner of said 5.76 acre tract, being in the south margin of County Road 367 (CR 367, varying width), bears N 21°30'06" W, a distance of 559.54 feet;

THENCE, S 68°02'29" W, along the north line of said 10 acre tract, with the south line of said 5.76 acre tract, a distance of 406.17 feet to a point (unable to set; underwater at time of survey) in the proposed east right-of-way line of County Road 366 (CR 366), for the **POINT OF BEGINNING**, 107.42 feet right of Engineer's Baseline Station 56+73.55, and having Surface Coordinates of North=10,193,247.11, East=3,205,307.75;

THENCE, along the proposed east right-of-way line of said CR 366, across said 10 acre tract, the following two (2) courses, numbered 1 through 2:

1) **S 21°34'16" E**, a distance of **40.86 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 107.50 feet right of Engineer's Baseline Station 56+32.69, and

PROPERTY DESCRIPTION FOR PARCEL 22

2) **S 68°32'11" W**, a distance of **44.13 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 63.36 feet right of Engineer's Baseline Station 56+32.69, being in the east margin of County Road 366 (CR 366, varying width), from which a 1/2-inch iron rod found at the southwest corner of said 10 acre tract and the northwest corner of that tract described as 50.29 acres (save and except 4.581 acres) conveyed to D&L Land Development, LLC by Warranty Deed with Vendor's Lien dated February 6, 2019, as recorded in Document No. 2019009739, O.P.R.W.C.T., being in the east margin of CR 366, bears S 21°35'24" E, along the west line of said 10 acre tract, with the east margin of said CR 366, a distance of 514.12 feet;

3) **THENCE, N 21°35'24" W**, along the west line of said 10 acre tract, with the east margin of said CR 366, a distance of **40.48 feet** to a 1/2-inch iron rod found at the northwest corner of said 10 acre tract, being the southwest corner of said 5.76 acre tract;

4) **THENCE, N 68°02'29" E**, along the north line of said 10 acre tract, with the south line of said 5.76 acre tract, a distance of **44.15 feet** to the **POINT OF BEGINNING** and containing 1,795 square feet (0.0412 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

May 8, 2020

PROPERTY DESCRIPTION FOR PARCEL 22

A parcel plat of even date was prepared in conjunction with this property description.

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

That I, Troy R. Thomas, 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, this the 8th day of May, 2020 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

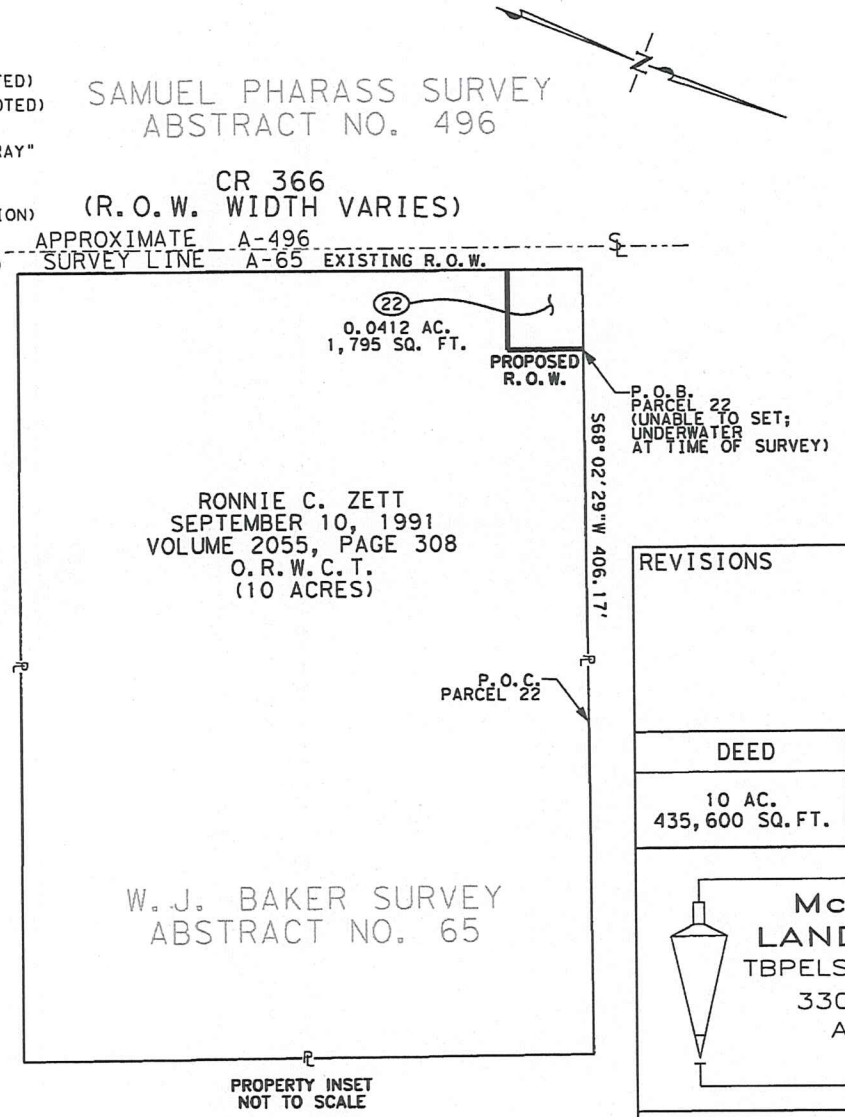
PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2020/Descriptions/CR 366 Williamson County/Parcel 22

LEGEND

■	FOUND TxDOT TYPE I MONUMENT
●	FOUND IRON ROD (1/2" UNLESS NOTED)
⊙	FOUND IRON PIPE (1/2" UNLESS NOTED)
△	CALCULATED POINT, NOT SET
○	1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
(XXX)	RECORD INFORMATION
—℄—	PROPERTY LINE (OWNERSHIP DIVISION)
—℄—	APPROXIMATE SURVEY LINE
	DEED LINE (OWNERSHIP IN COMMON)
	DISTANCE NOT TO SCALE (N.T.S.)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT-OF-WAY
N.T.S.	NOT TO SCALE
B.L.	BUILDING SETBACK LINE
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)	PARCEL NUMBER FOR R.O.W. ACQUISITION



NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2020.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

REVISIONS

DEED	ACQUISITION	REMAINING RT
10 AC. 435,600 SQ.FT.	0.0412 AC. 1,795 SQ. FT.	9.96 AC. 433,805 SQ.FT.

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

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.

PRELIMINARY
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

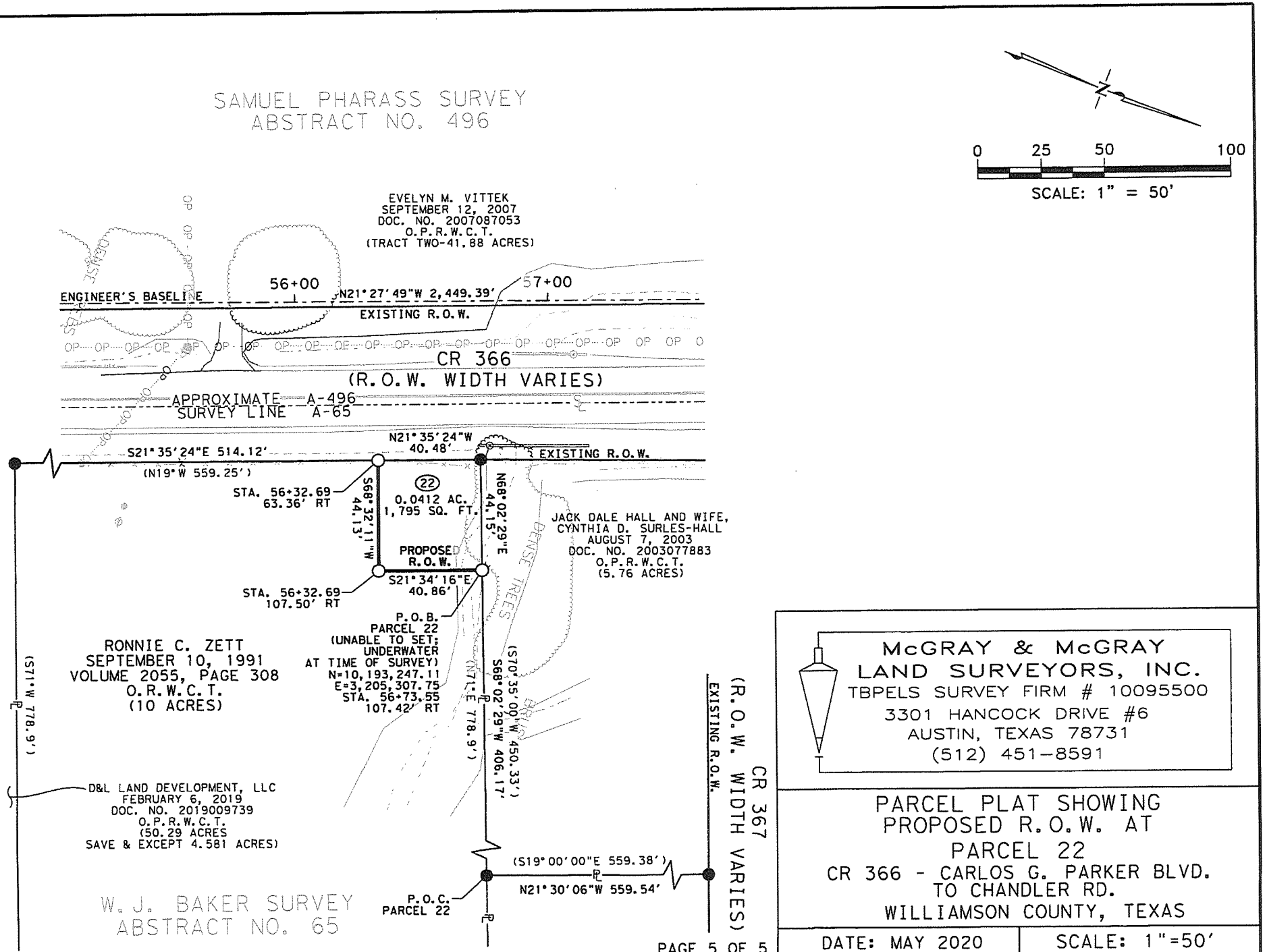
TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130

DATE

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 22

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2020 | SCALE: N.T.S.



McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 22

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2020 | SCALE: 1"=50'

EXHIBIT "B"

Parcel 22

DEED
County Road 366 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **RONNIE C. ZETT and wife ZONDA K. ZETT**, 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 1,795 square foot (0.0412 of one acre) parcel of land out of the W.J. Baker Survey, Abstract No.65, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 22).

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 County Road 366.

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:

_____
Ronnie C. Zett

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by Ronnie C. Zett, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Zonda K. Zett

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by Zonda K. Zett, 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 **91.**

Meeting Date: 08/18/2020

CR 366 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 Margaret Ann Kroschewsky Hayes for right of way needed on CR 366 (Parcel 20). Funding Sourc: Road Bonds P296

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hayes Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/13/2020 11:01 AM

Form Started By: Charlie Crossfield Started On: 08/13/2020 10:58 AM

Final Approval Date: 08/13/2020

REAL ESTATE CONTRACT
CR 366 Right of Way—Parcel 20

THIS REAL ESTATE CONTRACT ("Contract") is made by **MARGARET ANN KROSCHEWSKY HAYES** (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 3.673 acres (159,978 Sq. Ft.) tract of land out of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas; being part of that certain 48.462 acre tract conveyed in General Warranty Deed to **MARGARET ANN KROSCHEWSKY HAYES**, dated April 20, 1995, recorded in Volume 2711, Page 385, Official Records, Williamson County, Texas; said 3.673 acre tract being more particularly described by a metes and bounds description in Exhibit "A" attached hereto and incorporated herein (**Parcel 20**);

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 TEN THOUSAND ONE HUNDRED NINETY and 00/100 Dollars ($110,190.00).

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

2

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 August 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 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.

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:

By: Margaret Ann Kroschewsky Hayes
Margaret Ann Kroschewsky Hayes

Address: 5760 Southbend Dr.
Olive Branch MS 38654

Date: 8-4-2020

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 90122
BRITTANY N. HALL
Commission Expires
July 2, 2024
DESOTO COUNTY

Brittany N Hall
8-4-2020

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date:_____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

May 8, 2020

PROPERTY DESCRIPTION FOR PARCEL 20

DESCRIPTION OF a 159,978 square foot (3.673 acres) parcel of land out of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas, and being a portion of a 48.462 acre remainder of a called 49.476 acres conveyed to Margaret Ann Kroschewsky Hayes by General Warranty Deed dated April 20, 1995, as recorded in Volume 2711, Page 385, Official Records, Williamson County, Texas (O.R.W.C.T.); said 159,978 square foot (3.673 acres) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1-1/4-inch iron pipe in concrete found (bent) at the southeast corner of that tract described as 7.853 acres conveyed to Loretta A. Kroschewsky Orsak by General Warranty Deed dated April 20, 1995, as recorded in Volume 2711, Page 393, O.R.W.C.T., being in the north line of that tract described as 78.562 acres conveyed to Sandra Sue Altman by Warranty Deed dated February 22, 2019, as recorded in Document No. 2019014333, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.);

THENCE, N 21°42'13" W, along the east line of said 7.853 acre tract, a distance of 257.58 feet to a point at the southeast corner of said 48.462 acre remainder tract, being the northeast corner of said 7.853 acre tract;

THENCE, S 68°12'07" W, along the south line of said 48.462 acre remainder tract, with the north line of said 7.853 acre tract, a distance of 1,238.67 feet to a 1/2-inch iron rod with a "McGray & McGray" cap set in the proposed east right-of-way line of County Road 366 (CR 366), for the **POINT OF BEGINNING**, 70.00 feet right of Engineer's Baseline Station 93+00.22, and having Surface Coordinates of North=10,196,636.12, East=3,204,023.56;

1) **THENCE, S 68°12'07" W,** continuing along the south line of said 48.462 acre remainder tract, with the north line of said 7.853 acre tract, a distance of **89.97 feet** to a point at the southwest corner of said 48.462 acre remainder tract and the northwest corner said 7.853 acre tract, being in the east margin of County Road 366 (CR 366, varying width), from which a Y-Post found at the southwest corner of said 7.853 acre tract and the northwest corner of that tract described as 26.172 acres conveyed to Paul A. Kroschewsky by Warranty Deed dated February 22, 2019, as recorded in Document No. 2019014336, O.P.R.W.C.T., being in the east margin of CR 366, bears S 21°52'18" E, along the east margin of CR 366, with the west line of said 7.853 acre tract, a distance of 257.58 feet;

PROPERTY DESCRIPTION FOR PARCEL 20

2) **THENCE, N 21°52'18" W**, along the west line of said 48.462 acre remainder tract, with the east margin of said CR 366, a distance of **1,628.26 feet** to a point at the northwest corner of said 48.462 acre remainder tract, being in the south line of that tract described as 0.92 acre conveyed to Sam V. Stone, County Judge of Williamson County, Texas, by deed dated October 31, 1960, as recorded in Volume 441, Page 215, Deed Records, Williamson County, Texas (D.R.W.C.T.), also being in the south margin of County Road 374 (CR 374, 60-foot wide), from which a 6-inch by 6-inch concrete post found (broken) at the southwest corner of the south remainder portion of a called 192.24 acre tract conveyed to The Clarence H. and Doris E. Walther Living Trust by Cash Warranty Deed dated February 16, 2000, as recorded in Document No. 2000010525, O.P.R.W.C.T., being in the north margin of CR 374 and the east margin of CR 366, also being in the north line of that tract described as 1.11 acres conveyed to Sam V. Stone, County Judge of Williamson County, Texas, by deed dated October 5, 1960, as recorded in Volume 441, Page 216, D.R.W.C.T., bears N 21°52'18" W, over and across CR 374, a distance of 60.00 feet;

3) **THENCE, N 68°31'46" E**, along the north line of said 48.462 acre remainder tract, with the south line of said 0.92 acre tract and the south margin of CR 374, passing at a distance of **5.05 feet** a 1/2-inch iron rod found and continuing a distance of **146.58 feet** for a **total distance of 151.63 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set in the proposed east right-of-way line of CR 366, 70.00 feet right of Engineer's Baseline Station 109+53.57, from which a 1/2-inch iron rod with a cap in concrete found (illegible) being in the north line of said 48.462 acre remainder tract, the south line of that tract described as 1.014 acres conveyed to Williamson County, Texas, by deed dated May 30, 2008, as recorded in Document No. 2008043730, O.P.R.W.C.T., and in the south right-of-way line of Chandler Road (Chandler Rd., varying width), bears N 68°31'46" E, along the north line of said 48.462 acre remainder tract, with the south line of said 0.92 acre tract and the south margin of CR 374, a distance of 582.67 feet to a point at an angle point in the north line of said 48.462 acre remainder tract and the west corner of said 1.014 acre tract, being in the south right-of-way line of Chandler Rd., and N 84°42'13" E, along the north line of said 48.462 acre remainder tract, with the south line of said 1.014 acre tract and the south right-of-way line of Chandler Rd., a distance of 200.11 feet;

PROPERTY DESCRIPTION FOR PARCEL 20

THENCE, along the proposed east right-of-way line of CR 366, across said 48.462 acre remainder tract, the following three (3) courses, numbered 4 through 6:

4) **S 05°16'52" E**, a distance of **74.82 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 70.00 feet right of Engineer's Baseline Station 108+78.76, for the beginning of a curve to the left, and

5) with said curve to the left, an arc distance of **216.08 feet**, through a central angle of **16°13'33"**, having a radius of **763.00 feet**, and a chord bearing **S 13°23'39" E**, a chord distance of **215.36 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 70.00 feet right of Engineer's Baseline Station 106+42.86, and

6) **S 21°30'25" E**, a distance of **1,342.63 feet** to the **POINT OF BEGINNING** and containing 159,978 square feet (3.673 acres) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.
May 8, 2020

PROPERTY DESCRIPTION FOR PARCEL 20

A parcel plat of even date was prepared in conjunction with this property description.

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

That I, Troy R. Thomas, 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, this the 8th day of May, 2020 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

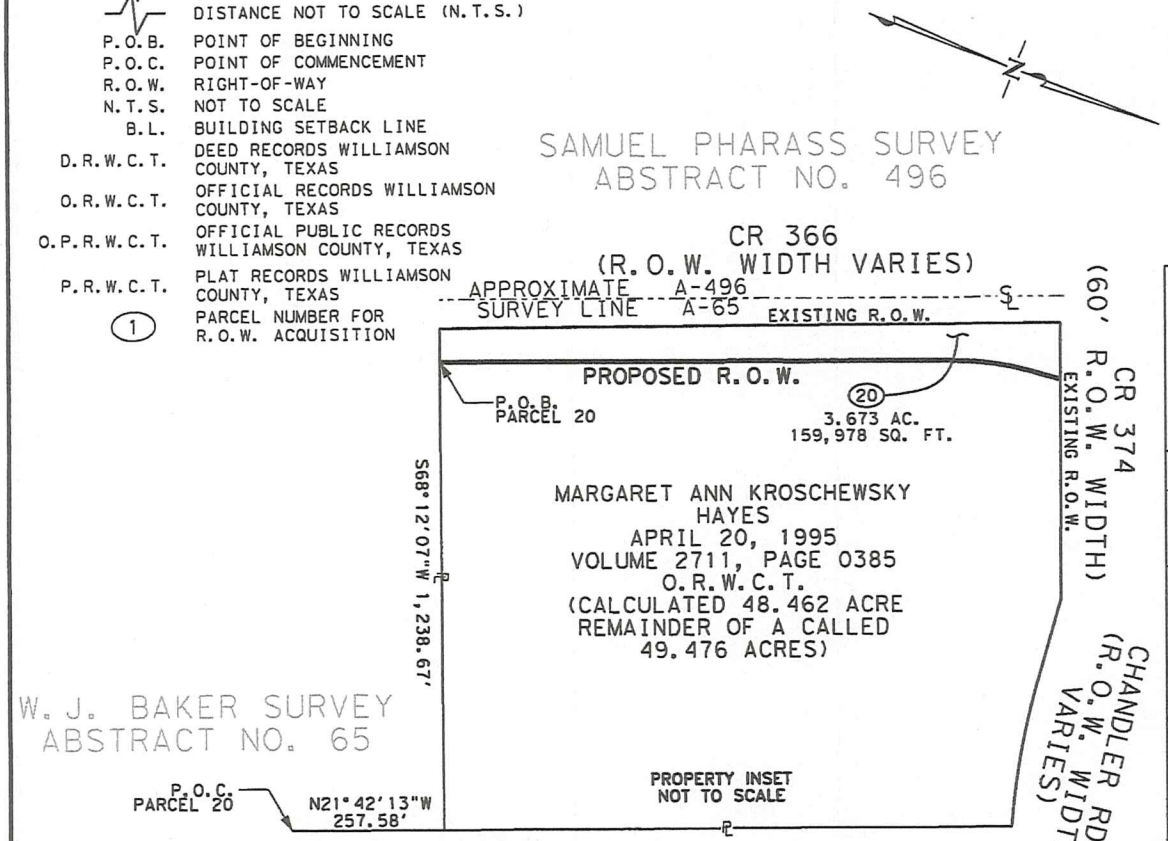
Troy R. Thomas, Reg. Professional Land Surveyor No. 6130

LEGEND

■	FOUND TxDOT TYPE I MONUMENT
●	FOUND IRON ROD (1/2" UNLESS NOTED)
⊙	FOUND IRON PIPE (1/2" UNLESS NOTED)
△	CALCULATED POINT, NOT SET
○	1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
(XXX)	RECORD INFORMATION
—℄—	PROPERTY LINE (OWNERSHIP DIVISION)
—S—	APPROXIMATE SURVEY LINE
	DEED LINE (OWNERSHIP IN COMMON)
	DISTANCE NOT TO SCALE (N.T.S.)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT-OF-WAY
N.T.S.	NOT TO SCALE
B.L.	BUILDING SETBACK LINE
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)	PARCEL NUMBER FOR R.O.W. ACQUISITION

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2020.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.



REVISIONS		
CALCULATED	ACQUISITION	REMAINING RT
48.462 AC. 2,111,005 SQ.FT.	3.673 AC. 159,978 SQ.FT.	44.789 AC. 1,951,027 SQ.FT.

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

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.

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

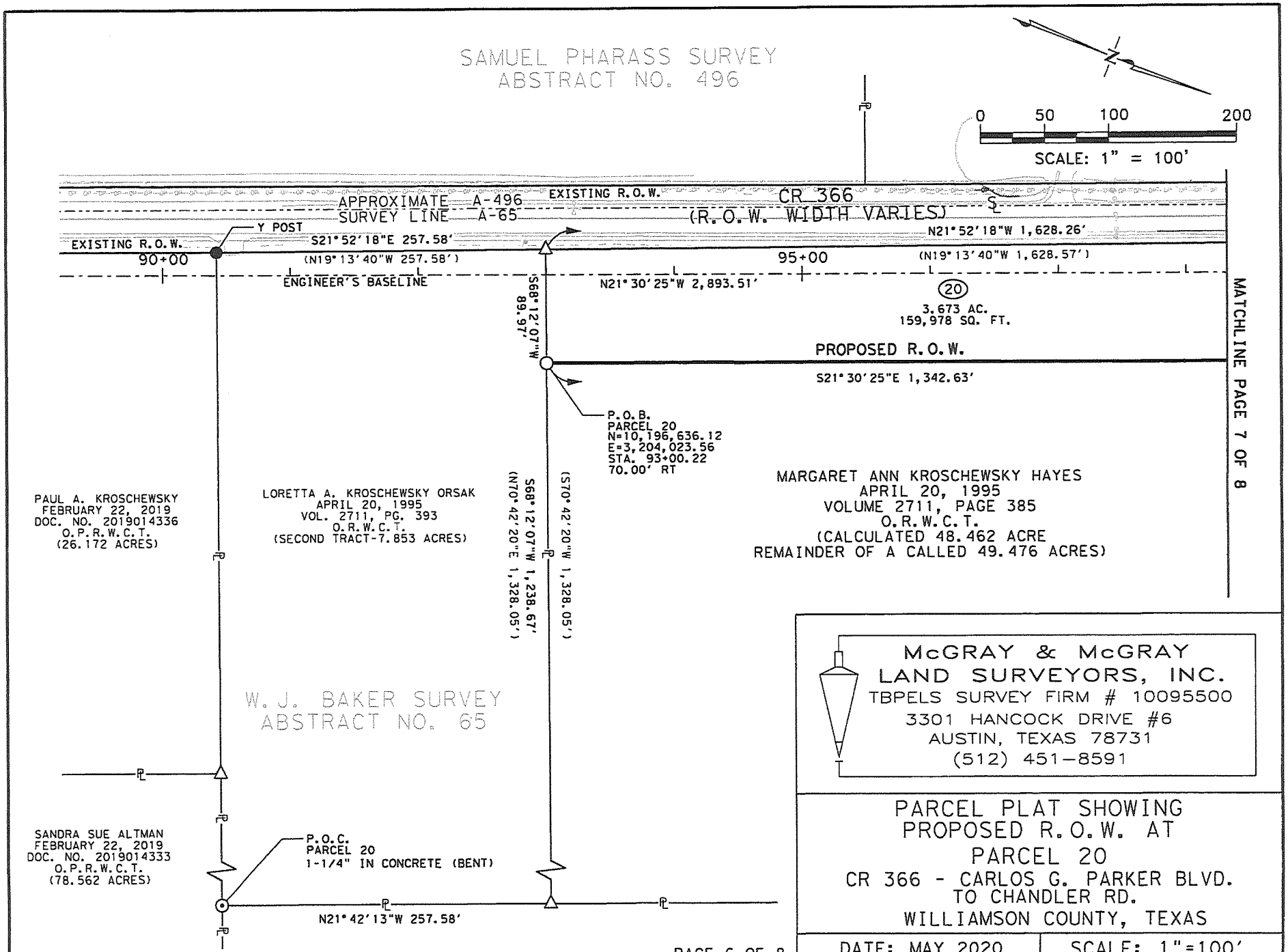
TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130

DATE

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 20

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2020 | SCALE: N.T.S.



McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 20

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

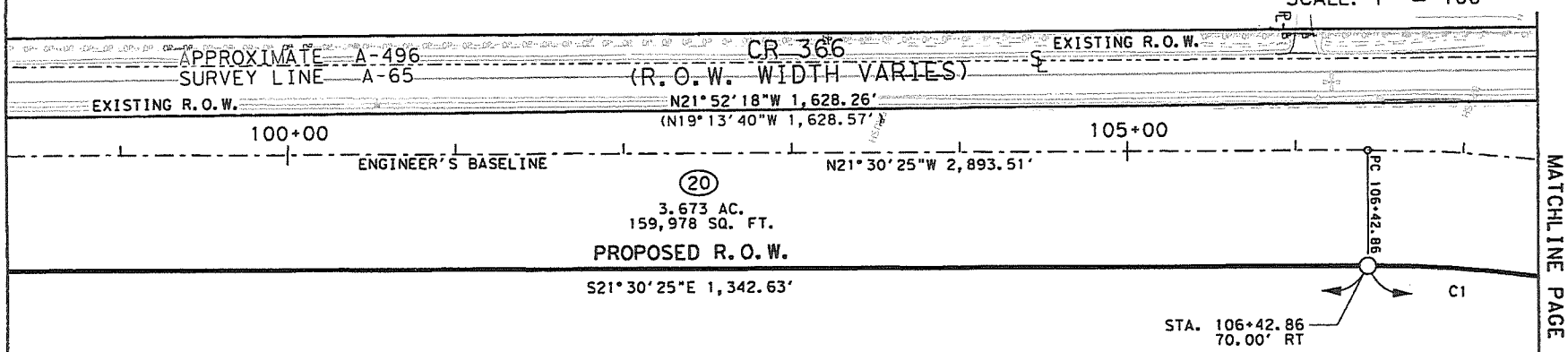
DATE: MAY 2020 | SCALE: 1"=100'

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	216.08'	763.00'	16°13'33" LT	S13°23'39"E	215.36'

0 50 100 200

SCALE: 1" = 100'



MATCHLINE PAGE 6 OF 8

MATCHLINE PAGE 8 OF 8

MARGARET ANN KROSCHEWSKY HAYES
APRIL 20, 1995
VOLUME 2711, PAGE 385
O.R.W.C.T.
(CALCULATED 48.462 ACRE
REMAINDER OF A CALLED 49.476 ACRES)

ENGINEER'S BASELINE CURVE DATA

PI NORTHING	= 10,197,970.08
PI EASTING	= 3,203,422.67
PI STATION	= 107+61.60
DELTA	= 16° 13' 33" (RT)
DEGREE OF CURVE	= 6° 52' 42"
TANGENT	= 118.74'
LENGTH	= 235.90'
RADIUS	= 833.00'
CHORD BEARING	= N 13° 23' 39" W
CHORD	= 235.11'
PC STATION	= 106+42.86
PT STATION	= 108+78.76

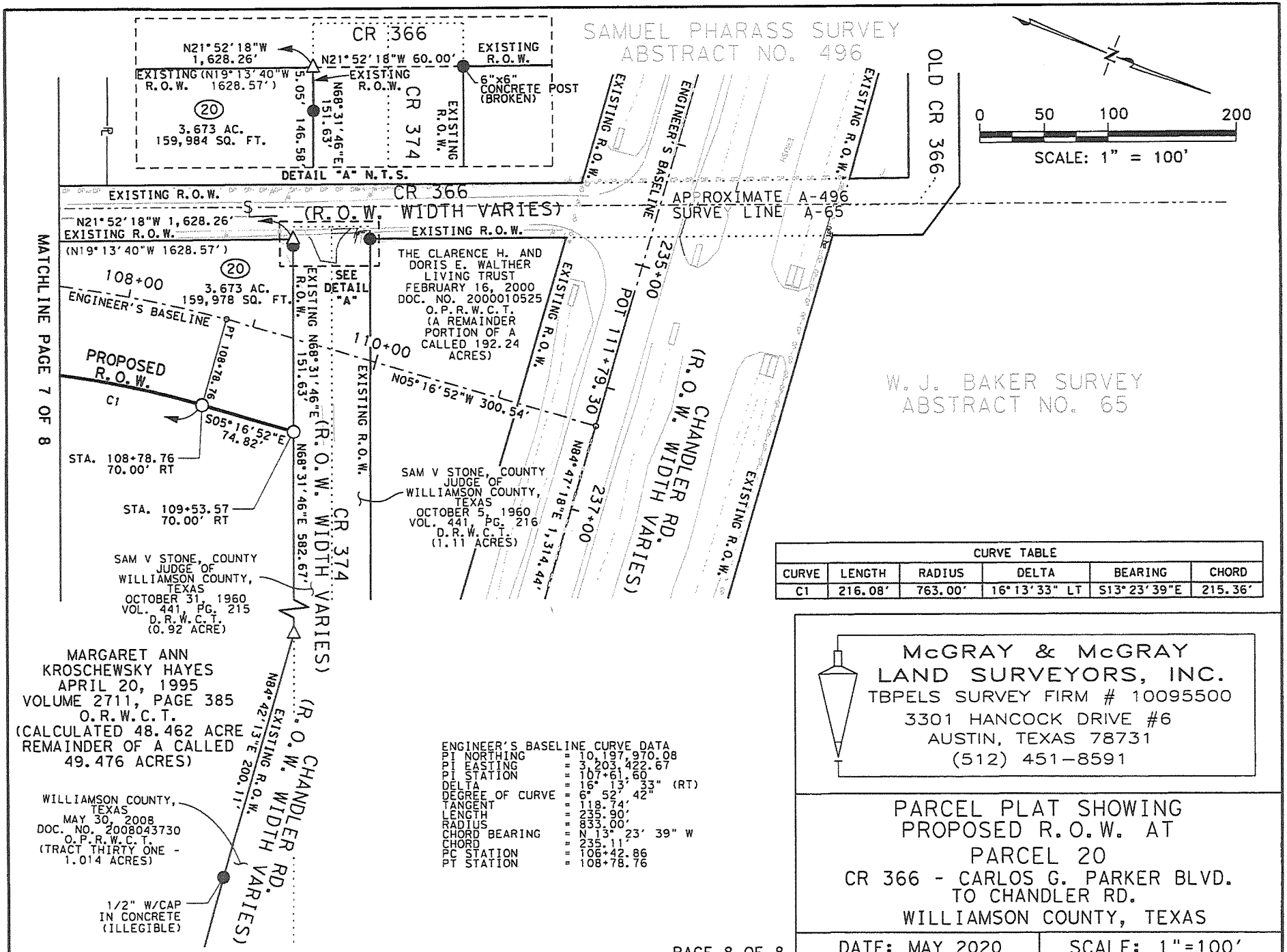
W. J. BAKER SURVEY
ABSTRACT NO. 65

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 20

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2020 | SCALE: 1"=100'



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	216.08'	763.00'	16°13'33" LT	S13°23'39"E	215.36'

ENGINEER'S BASELINE CURVE DATA

PI NORTHING	= 10,197,970.08
PI EASTING	= 3,203,422.67
PI STATION	= 107+61.60
DELTA	= 16° 13' 33" (RT)
DEGREE OF CURVE	= 6° 52' 42"
TANGENT	= 118.74'
LENGTH	= 235.90'
RADIUS	= 833.00'
CHORD BEARING	= N 13° 23' 39" W
CHORD	= 235.11'
PC STATION	= 106+42.86
PT STATION	= 108+78.76

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 20

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2020 | SCALE: 1"=100'

Exhibit "B"

Parcel 20

DEED
County Road 366 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 **MARGARET ANN KROSCHEWSKY HAYES**, 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 3.673 acres (159,978 Sq. Ft.) tract of land out of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas; being part of that certain 48.462 acre tract conveyed in General Warranty Deed to **MARGARET ANN KROSCHEWSKY HAYES**, dated April 20, 1995, recorded in Volume 2711, Page 385, Official Records, Williamson County, Texas; said 3.673 acre tract being more particularly described by a metes and bounds description in Exhibit "A" attached hereto and incorporated herein (**Parcel 20**);

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 366.

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 follows]

GRANTOR:

_____
Margaret Ann Kroschewsky Hayes

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2020 by Margaret Ann Kroschewsky Hayes in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of _____

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 **92.**

Meeting Date: 08/18/2020

CR 366 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 W. Staglik for right of way needed on the CR 366 project (Parcel 1). Funding Source: Road Bonds P296

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Staglik contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/13/2020 11:04 AM

Form Started By: Charlie Crossfield Started On: 08/13/2020 11:01 AM

Final Approval Date: 08/13/2020

REAL ESTATE CONTRACT
CR 366 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by **DAVID W. STAGLIK** (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:

> 9,413 square foot (0.2161 of one acre) parcel of land out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, and being a portion of that tract described as 8.000 acres conveyed to David W. Staglik by Warranty Deed with Vendor's Lien dated August 6, 2002, as recorded in Document No. 2002060658, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 9,413 square foot (0.2161 of one acre) parcel of land being more particularly described by metes and bounds as follows: (Parcel 1).

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, any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of TWENTY-THREE THOUSAND SIXTY-TWO and 00/100 Dollars ($23,062.00).

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 September 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", and deliver a duly executed and acknowledged Drainage Easement conveying such interest to Williamson County, Texas, both free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The Drainage Easement shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

(3) 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.

[signature page follows]

SELLER:

David W. Staglik
DAVID W. STAGLIK

Address: 1901 S. HWY 237
~~ROUND TOP, TX~~ STATE
78954

Date: 8-5-20

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

May 8, 2020

PROPERTY DESCRIPTION FOR PARCEL 1

DESCRIPTION OF a 9,413 square foot (0.2161 of one acre) parcel of land out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, and being a portion of that tract described as 8.000 acres conveyed to David W. Staglik by Warranty Deed with Vendor's Lien dated August 6, 2002, as recorded in Document No. 2002060658, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 9,413 square foot (0.2161 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found in the south line of said 8.000 acre tract, being in the north right-of-way line of Justin Lane (Justin Ln., 60-foot wide), described as 4.0453 acres conveyed to the City of Taylor by deed dated July 28, 2000, as recorded in Document No. 2000057186, O.P.R.W.C.T.;

THENCE, N 68°25'08" E, along the south line of said 8.000 acre tract and the north right-of-way line of Justin Ln., a distance of 509.72 feet to a 1/2-inch iron rod with a "McGray & McGray" cap set in the proposed west right-of-way line of Carlos G. Parker Boulevard (Carlos G. Parker Blvd.), for the **POINT OF BEGINNING**, 86.02 feet left of Engineer's Baseline Station 21+44.31, and having Surface Coordinates of North=10,189,897.59, East=3,206,434.06;

1) **THENCE, N 21°27'49" W**, along the proposed west right-of-way line of Carlos G. Parker Blvd., across said 8.000 acre tract, a distance of **375.68 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 84.80 feet left of Engineer's Baseline Station 25+19.99, being in the north line of said 8.000 acre tract and the south line of that tract described as Tract 1 conveyed to the Walther Family Limited Partnership by Contribution Deed dated August 19, 2005, as recorded in Document No. 2005069305, O.P.R.W.C.T., said Tract 1 being further described as 66.44 acres in Volume 1995, Page 750, Deed Records, Williamson County, Texas (D.R.W.C.T.), from which a 1/2-inch iron rod found at the most southerly southwest corner of said 66.44 acre tract, bears S 68°19'37" W, along the north line of said 8.000 acre tract and the south line of said 66.44 acre tract, passing at a distance of 880.22 feet a point at the northwest corner of said 8.000 acre tract, continuing along the south line of said 66.44 acre tract, a distance of 1,937.75 feet for a total distance of 2,817.97 feet;

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

PROPERTY DESCRIPTION FOR PARCEL 1

2) **THENCE, N 68°19'37" E**, along the north line of said 8.000 acre tract and the south line of said 66.44 acre tract, a distance of **24.80 feet** to a point at the northeast corner of said 8.000 acre tract and the southeast corner of said 66.44 acre tract, being in the existing west right-of-way line of Carlos G. Parker Boulevard (Carlos G. Parker Blvd., 120-foot wide), and being in the west line of a called 3.541 acres conveyed to the State of Texas by deed, as recorded in Volume 766, Page 268, D.R.W.C.T.;

3) **THENCE, S 21°39'00" E**, along the east line of said 8.000 acre tract and the existing west right-of-way line of Carlos G. Parker Blvd., a distance of **350.74 feet** to a point at the southeast corner of said 8.000 acre tract, being in the existing north right-of-way line of Justin Ln., for the beginning of a curve to the right, from which a 1/2-inch iron rod with a plastic cap found (destroyed), bears S 62°30'17" W, a distance of 1.08 feet;

THENCE, along the south line of said 8.000 acre tract and the existing north right-of-way line of Justin Ln., the following two (2) courses, numbered 4 through 5:

4) with said curve to the right, an arc distance of **40.16 feet**, through a central angle of **92°02'35"**, having a radius of **25.00 feet**, and a chord bearing **S 24°26'52" W**, a chord distance of **35.98 feet** to a 1/2-inch iron rod with a plastic cap found (destroyed), and

5) **S 68°25'08" W**, a distance of **0.10 feet** to the **POINT OF BEGINNING** and containing 9,413 square feet (0.2161 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

Right-of-entry was unable to be obtained at the time of survey. Monuments along the proposed right-of-way line were unable to be set, where noted.

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

PROPERTY DESCRIPTION FOR PARCEL 1

A parcel plat of even date was prepared in conjunction with this property description.

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

That I, Troy R. Thomas, 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, this the 8th day of May, 2020 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

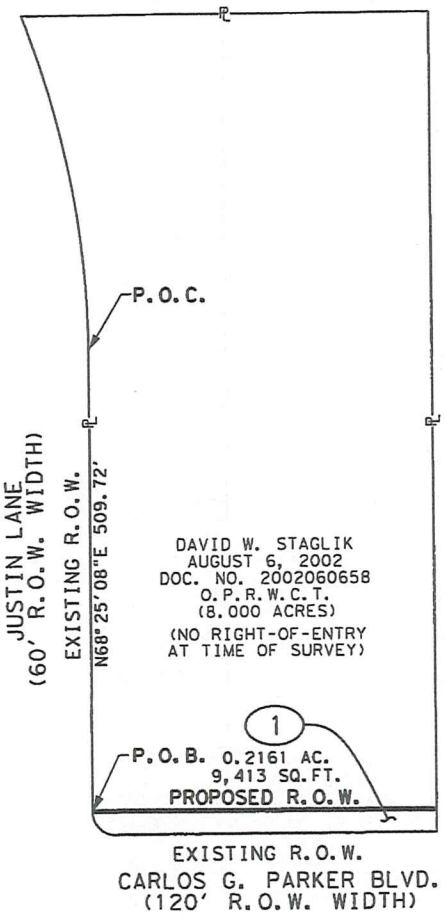
PRELIMINARY
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2020/Descriptions/CR 366 Williamson County/Parcel 1

LEGEND

■	FOUND TxDOT TYPE I MONUMENT
●	FOUND IRON ROD (1/2" UNLESS NOTED)
⊙	FOUND IRON PIPE (1/2" UNLESS NOTED)
△	CALCULATED POINT, NOT SET
○	1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
(XXX)	RECORD INFORMATION
—℄—	PROPERTY LINE (OWNERSHIP DIVISION)
—S—	APPROXIMATE SURVEY LINE
	DEED LINE (OWNERSHIP IN COMMON)
	DISTANCE NOT TO SCALE (N.T.S.)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT-OF-WAY
N.T.S.	NOT TO SCALE
B.L.	BUILDING SETBACK LINE
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)	PARCEL NUMBER FOR R.O.W. ACQUISITION

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496



PROPERTY INSET
NOT TO SCALE

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2020.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
6. RIGHT-OF-ENTRY WAS UNABLE TO BE OBTAINED AT THE TIME OF SURVEY. MONUMENTS ALONG THE PROPOSED R.O.W. LINE WERE UNABLE TO BE SET WHERE NOTED.

REVISIONS

DEED	ACQUISITION	REMAINING LT
8.000 AC. (348,480 SQ. FT.)	0.2161 AC. (9,413 SQ. FT.)	7.784 AC. (339,067 SQ. FT.)

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

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.

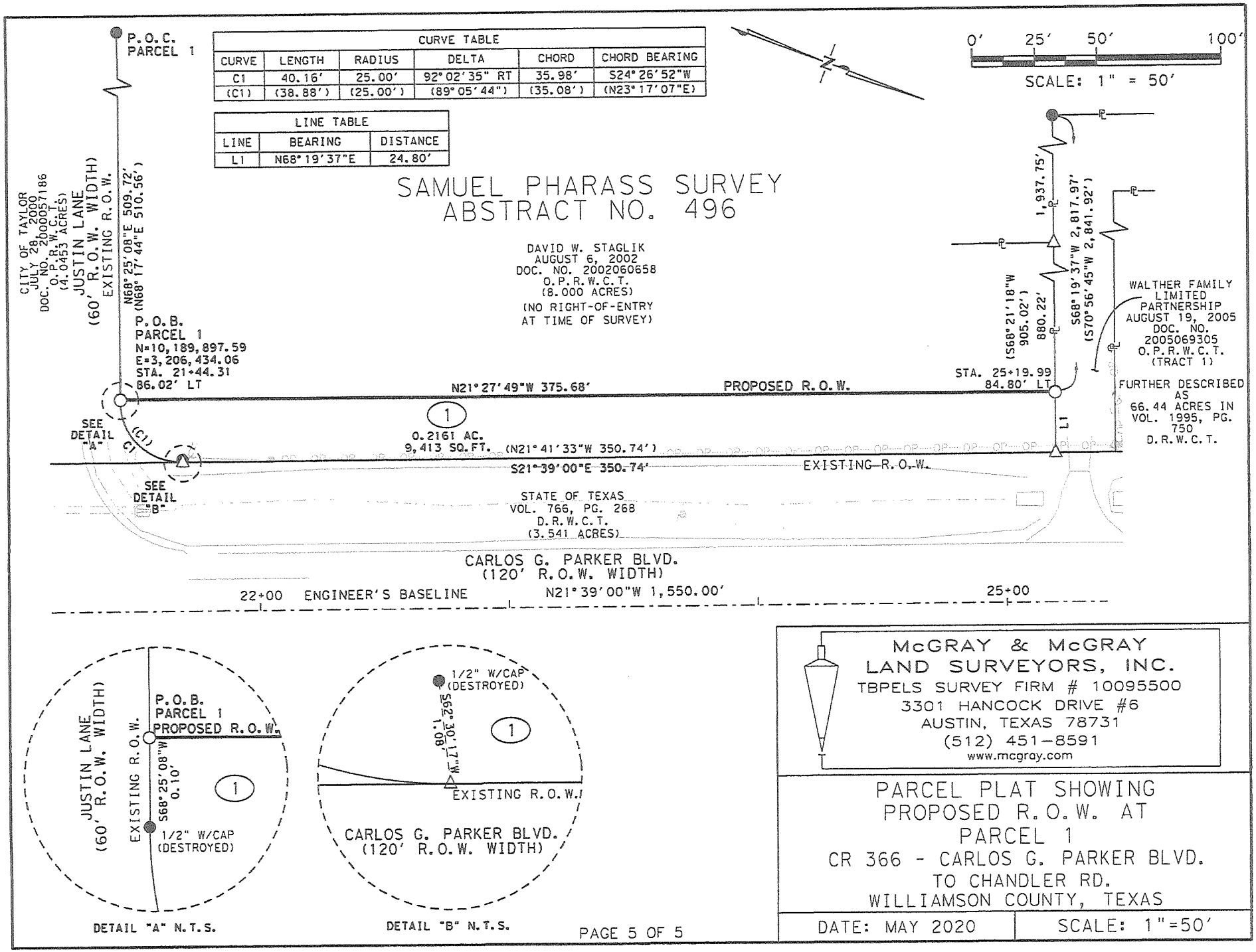
PRELIMINARY
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130

DATE

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 1
CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2020 | SCALE: N.T.S.



McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 1

CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2020 | SCALE: 1"=50'

Exhibit "B"

Parcel 1

DEED

County Road 366 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 **DAVID W. STAGLIK**, 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"):

> 9,413 square foot (0.2161 of one acre) parcel of land out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, and being a portion of that tract described as 8.000 acres conveyed to David W. Staglik by Warranty Deed with Vendor's Lien dated August 6, 2002, as recorded in Document No. 2002060658, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 9,413 square foot (0.2161 of one acre) parcel of land being more particularly described by metes and bounds as follows: (Parcel 1);

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 County Road 366

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:

_____

DAVID STAGLIK

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by DAVID STAGLIK, 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 **93.**

Meeting Date: 08/18/2020

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 (0.352 acres) required for the construction of Corridor H (Sam Bass Rd.), and take appropriate action. (Upendra Bandi/Parcel 5).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bandi Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/13/2020 11:08 AM

Form Started By: Charlie Crossfield Started On: 08/13/2020 11:03 AM

Final Approval Date: 08/13/2020

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 0.352 acres (Parcel 5) described by metes and bounds in Exhibit "A" owned by **UPENDRA BANDI** for the purpose of constructing, reconstructing, maintaining, and operating Corridor H (Sam Bass Rd) 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 No.: 5
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

July 24, 2020

PROPERTY DESCRIPTION FOR PARCEL 5

DESCRIPTION OF A 0.352 ACRE (15,311 SQ. FT.) PARCEL OF LAND LOCATED IN THE W. ANDERSON SURVEY, ABSTRACT 15, AND THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 3, SPANISH OAK TERRACE, PHASE TWO, A SUBDIVISION OF RECORD IN CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO BUSTLE INVESTMENT GROUP, LLC, RECORDED DECEMBER 11, 2019 IN DOCUMENT NO. 2019125401, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.352 ACRE (15,311 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 found 488.29 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 261+37.48 on the north line of Lot 15, of said Spanish Oaks Terrance Subdivision, described in a deed to M.A. Urbanczyk, Jr. & Linda G. Urbanczyk, recorded in Document No. 1999061910, O.P.R.W.C.TX., for the southwest corner Lot 4, of said Spanish Oak Terrace Subdivision, described in a deed to Bustle Investment, LLC, recorded in Document No. 2019092139, O.P.R.W.C.TX., same being the southeast corner of Lot 5, of said Spanish Oaks Terrance Subdivision, described in a deed to Bustle Investment Group, LLC, recorded in Document No. 2018024886, O.P.R.W.C.TX.;

THENCE N 69°42'58" E, with the common line of said Lot 15 and said Lot 4, a distance of 424.30 feet to a calculated point** (Surface Coordinates: N=10,171,710.70, E=3,106,908.89) 64.00 feet right of Sam Bass Road E.C.S 261+40.67 on the proposed west right-of-way line of Sam Bass Road, for the northwest corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 69°42'58" E, departing the proposed west right-of-way line of said Sam Bass Road, continuing with the common line of said Lot 3 and said Lot 4, crossing at a distance of 23.73 feet the north line of a 10-feet wide Road Widening Easement show on the said Spanish Oaks Terrace subdivision plat, and continuing for a total distance of 33.73 feet to a calculated point on the existing west right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the southeast corner of said Lot 4, same being the northeast corner of said Lot 3 and of the parcel described herein;

2) **THENCE** S 20°24'05" E, departing the common line of said Lot 3 and Lot 4, with the existing west right-of-way of said Sam Bass Road and the east line of said 10-feet wide Road Widening Easement, a distance of 471.88 feet to a 5/8-inch iron with an aluminum cap stamped "WILLIAMSON COUNTY" (1/2-inch iron rod found but replaced with 5/8-inch iron with an aluminum cap stamped "WILLIAMSON COUNTY") set 32.84 feet right of Sam Bass Road E.C.S. 266+12.79 on the proposed west right-of-way line of said Sam Bass Road, for the northeast corner of Lot 2, of said Spanish Oak Terrace Subdivision, described in a deed to Amy Kwalwasser and Chris Kjeldsen, recorded in Book 2522, Page 494, Official Records of Williamson County, Texas (O.R.W.C.TX.), same being the southeast corner of Lot 3 and of the parcel described herein;

EXHIBIT "A"

County: Williamson
Parcel No.: 5
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

THENCE, departing the existing west right-of-way line of said Sam Bass Road, with the proposed west right-of-way line of said Sam Bass Road, the following two (2) courses and distances numbered 3-4:

3) S 69°36'12" W, crossing at a distance of 10.00 feet the south line of said 10-feet wide Road Widening Easement, and continuing for a total distance of 31.16 feet to a calculated point** 64.00 feet right of Sam Bass Road E.C.S. 266+12.66, for the southwest corner of the parcel described herein, and

4) N 20°42'48" W, over and across said Lot 3, a distance of 471.95 feet to the **POINT OF BEGINNING**, and containing 0.352 acre (15,311 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.

**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, Marvin Dearbonne Jr, 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

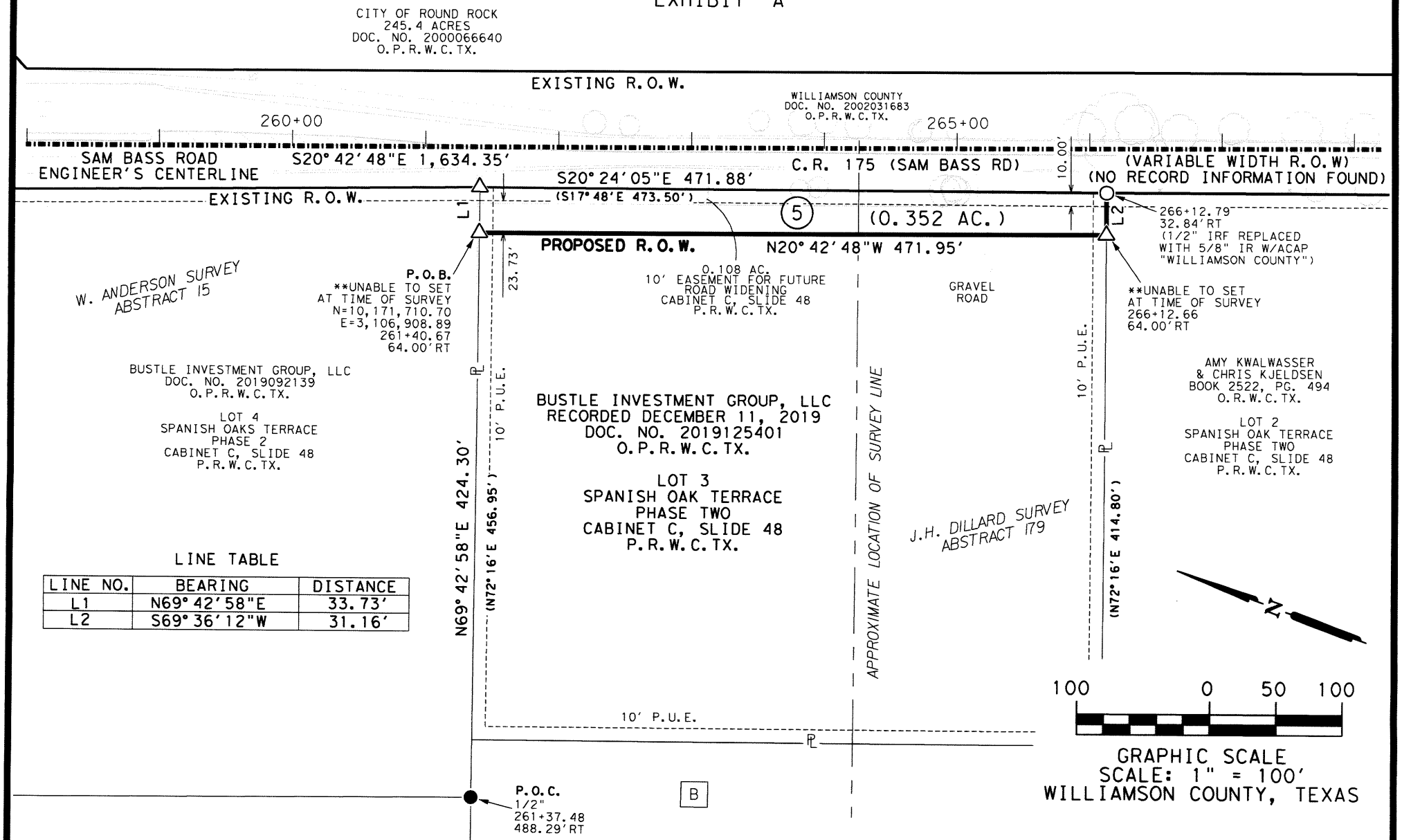
24 JULY 2020
Marvin Dearbonne Jr. Date
Registered Professional Land Surveyor
No. 5697 – State of Texas

STATE OF TEXAS REGISTERED MARVIN DEARBONNE JR. 5697 PROFESSIONAL LAND SURVEYOR

FN 45814

SAM Job No. 38216

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N69°42'58"E	33.73'
L2	S69°36'12"W	31.16'

REF. FIELD NOTE NO. 45814

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\5\PLAT\00\P-5.dgn

EXISTING	*4.480 AC.	ACQUIRE	0.352 AC.	REMAINING	4.128 AC. RIGHT

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
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
BUSTLE INVESTMENT GROUP, LLC
PARCEL 5
0.352 AC. (15,311 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)

B

M.A. URBANCZYK, JR.
& LINDA G. URBANCZYK
DOC. NO. 1999061910
O.P.R.W.C.TX.

LOT 15
SPANISH OAKS TERRACE
PHASE 2
CABINET C, SLIDE 48
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 1.00012. 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. 1952118, EFFECTIVE DATE DECEMBER 23, 2019, AND ISSUED DATE JANUARY 3, 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.

**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
MARVIN DEARBONNE JR.
5697
PROFESSIONAL
LAND SURVEYOR

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1952118, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE DECEMBER 23, 2019, AND ISSUED DATE JANUARY 3, 2020.

1. RESTRICTIVE COVENANTS: CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOCUMENT NO. 199938819, DOCUMENT NO. 2004067953, DOCUMENT NO. 2017024684, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. SUBJECT TO.

10A. 10' IN WIDTH ALONG STREETSIDE PROPERTY LINES FOR FUTURE ROAD WIDENING EASEMENT RECORDED IN CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

B. 10' IN WIDTH ALONG ALL BOUNDARY LINES FOR PUBLIC UTILITIES EASEMENT RECORDED IN CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

C. ELECTRC/TELEPHONE EASEMENT TO PEDERNALES ELECTRIC COOPERATIVE, INC. RECORDED IN VOLUME 601, PAGE 107, DEED RECORDS OF WILLIAMON COUNTY, TEXAS, UNPLOTTABLE, MAY AFFECT.

D. WATERLINE EASEMENT TO CITY OF ROUND ROCK, TEXAS RECORDED IN DOCUMENT NO. 2007103234, OFFICIAL PUBLIC RECORDS OF WILLIAMON COUNTY, TEXAS, DOES NOT AFFECT.

E. TERMS, CONDITITIONS, AND STIPULATIONS IN THE INTERLOCAL AGREEMENT AS EVIDENCED IN AMENDMENT RECORDED IN DOCUMENT NO. 2006047401, OFFICIAL PUBLIC RECORDS OF WILLIAMON COUNTY, TEXAS, SUBJECT TO.

F. ANY AND ALL PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE ROADWAY.

G. ALL LEASES, GRANTS, EXCEPTION OR RESERVATION OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

H. RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY)

I. ANY VISIBILE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

J. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARAIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

K. RIGHT OF TENANTS, AS TENANTS ONLU, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS.

REF. FIELD NOTE NO. 45814

MARVIN DEARBONNE JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5697, STATE OF TEXAS

24 JULY 2020
DATE

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\5\PLAT\00\P-5.dgn

EXISTING	*4.480 AC.	ACQUIRE	0.352 AC.	REMAINING	4.128 AC. RIGHT

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
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
BUSTLE INVESTMENT GROUP, LLC
PARCEL 5
0.352 AC. (15,311 SQ. FT.)

Commissioners Court - Regular Session **94.**

Meeting Date: 08/18/2020

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 (0.366 acres) required for the construction of Corridor H (Sam Bass Rd.), and take appropriate action. (Bustle Investment Group,LLC./Parcel 4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bustle Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/13/2020 11:09 AM

Form Started By: Charlie Crossfield Started On: 08/13/2020 11:05 AM

Final Approval Date: 08/13/2020

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 0.366 acres (Parcel 4) described by metes and bounds in Exhibit "A" owned by **BUSTLE INVESTMENT GROUP, LLC a Texas Limited Liability Company** for the purpose of constructing, reconstructing, maintaining, and operating Corridor H (Sam Bass Rd) 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 No.: 4
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

July 24, 2020

PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 0.366 ACRE (15,941 SQ. FT.) PARCEL OF LAND LOCATED IN THE W. ANDERSON SURVEY, ABSTRACT 15, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A LOT 4, SPANISH OAKS TERRACE, PHASE TWO, A SUBDIVSION OF RECORD IN CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO BUSTLE INVESTMENT GROUP, LLC, RECORDED SEPTEMBER 13, 2019 IN DOCUMENT NO. 2019092139, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.366 ACRE (15,941 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 found 488.29 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 261+37.48, for the southwest corner of said Lot 4, same being the southeast corner of Lot 5 of said Spanish Oaks Terrace Subdivision, described as a called 4.34 acre tract of land in a deed to Bustle Investment Group, LLC, recorded in Document No. 2018024886, O.P.R.W.C.TX.;

THENCE N 69°42'58" E, with the common line of said Lot 4 and Lot 3 of said Spanish Oaks Terrace Subdivision, described in a deed to Bustle Investment Group, LLC, recorded in Document No. 2019125401, O.P.R.W.C.TX., a distance of 424.30 feet to a calculated point** (Surface Coordinates: N=10,171,710.70, E=3,106,908.89) 64.00 feet right of Sam Bass Road E.C.S 261+40.67 on the proposed west right-of-way line of Sam Bass Road, for the southwest corner and **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the common line of said Lot 4 and said Lot 3, with the proposed west right-of-way line of said Sam Bass Road, over and across said Lot 4, the following two (2) courses and distances numbered 1-2:

1) N 20°42'48" W, a distance of 346.18 feet to a calculated point** 64.00 feet right of Sam Bass Road E.C.S. 257+94.49, and

2) N 65°42'44" W, a distance of 102.93 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 136.78 feet right of Sam Bass Road E.C.S. 257+21.71 on the existing south right-of-way line of FM 1431 (E. Whitestone Blvd), a variable width right-of-way, recorded in Volume 875, Page 131, Deed Records of Williamson County, Texas (D.R.W.C.TX.), for the northwest corner of the parcel described herein, said point being the beginning of a curve to the right;

3) **THENCE** departing the proposed west right-of-way line of said Sam Bass Road with the existing south right-of-way line of said FM 1431 and said curve to the right, for an arc distance of 102.38 feet, through a central angle 00°46'41", having a radius of 7,539.44 feet, and a chord that bears N 69°10'22" E, a distance of 102.38 feet to a 5/8-inch iron rod found bent on the existing west right-of-way line of Sam Bass Road, a variable width right-of-way, no recorded information found, for the northeast corner of said Lot 4 and the parcel described herein;

4) **THENCE** S 21°16'39" E, departing the existing south right-of-way line of said FM 1431, with the existing west right-of-way line of said Sam Bass, a distance of 419.43 feet to a calculated point, for the northeast corner of said Lot 3, same being the southeast corner of said Lot 4 and the parcel described herein;

EXHIBIT "A"

County: Williamson
Parcel No.: 4
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

5) **THENCE** S 69°42'58" W, departing the existing west right-of-way line of said Sam Bass Road, with the common line of said Lot 4 and said Lot 3, a distance of 33.73 feet to the **POINT OF BEGINNING**, and containing 0.366 acre (15,941 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.

**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, Marvin Dearbonne Jr., 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.

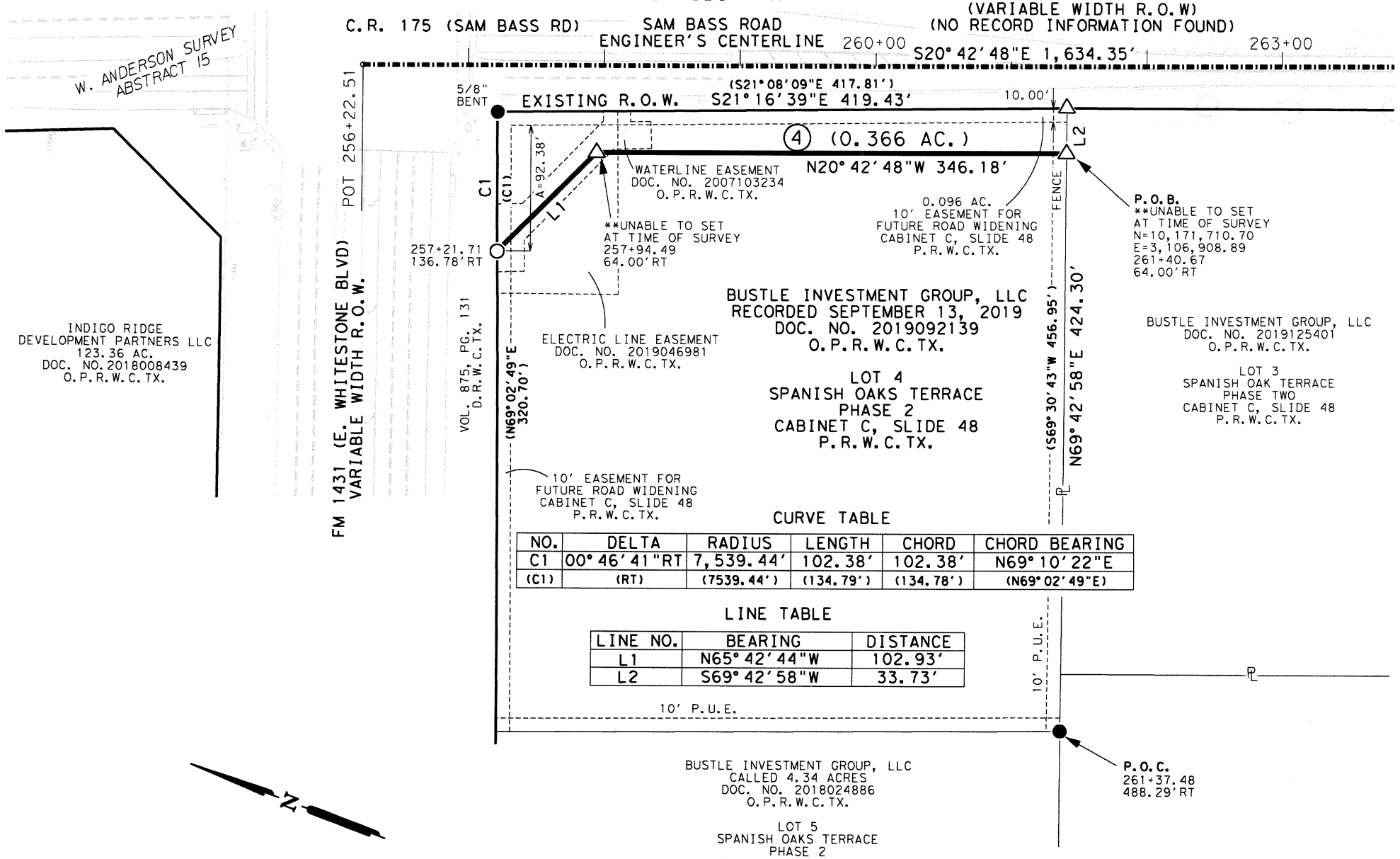
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

24 JULY 2020
Marvin Dearbonne Jr. Date
Registered Professional Land Surveyor
No. 5697 – State of Texas



EXHIBIT "A"



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00° 46' 41"RT	7,539.44'	102.38'	102.38'	N69° 10' 22"E
(C1)	(RT)	(7539.44')	(134.79')	(134.78')	(N69° 02' 49"E)

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N65° 42' 44"W	102.93'
L2	S69° 42' 58"W	33.73'

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 45808

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\4\PLAT\00\P-4.dgn

EXISTING	4.36 AC.	ACQUIRE	0.366 AC.	REMAINING	3.994 AC. RIGHT

SAM
SURVEYING · AERIAL MAPPING · ENGINEERING
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
BUSTLE INVESTMENT GROUP, LLC
PARCEL 4
0.366 AC. (15,941 SQ. FT.)

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
---|---	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 1.00012. 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. 1952115, EFFECTIVE DATE DECEMBER 23, 2019, AND ISSUED DATE JANUARY 3, 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.

**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.

MARVIN DEARBONNE JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5697, STATE OF TEXAS

24 JULY 2020
DATE

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1952115, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE DECEMBER 23, 2019, AND ISSUED DATE JANUARY 3, 2020.

1. RESTRICTIVE COVENANTS: CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOCUMENT NO. 199938819, DOCUMENT NO. 2004067953, DOCUMENT NO. 2017024684, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10A. 10' IN WIDTH ALONG STREETSIDE PROPERTY LINES FOR FUTURE ROAD WIDENING EASEMENT RECORDED IN CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

B. 10' IN WIDTH ALONG ALL BOUNDARY LINES FOR PUBLIC UTILITIES EASEMENT RECORDED IN CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

C. ELECTRC/TELEPHONE EASEMENT TO PEDERNALES ELECTRIC COOPERATIVE, INC. RECORDED IN VOLUME 601, PAGE 107, DEED RECORDS OF WILLIAMON COUNTY, TEXAS, UNPLOTTABLE, MAY AFFECT.

D. ELECTRC LINE EASEMENT TO LCRA TRANSMISISON SERVICES CORPORATION RECORDED IN DOCUMENT NO. 2019046981, OFFICIAL PUBLIC RECORDS OF WILLIAMON COUNTY, TEXAS, AFFECTS AS SHOWN.

E. TERMS, CONDITITIONS, AND STIPULATIONS IN THE INTERLOCAL AGREEMENT AS EVIDENCED IN AMENDMENT RECORDED IN DOCUMENT NO. 2006047401, OFFICIAL PUBLIC RECORDS OF WILLIAMON COUNTY, TEXAS, SUBJECT TO.

F. ANY AND ALL PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE ROADWAY.

G. ALL LEASES, GRANTS, EXCEPTION OR RESERVATION OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

H. RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY)

I. ANY VISIBILE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

J. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARAIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

K. RIGHT OF TENANTS, AS TENANTS ONLU, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS.

STATE OF TEXAS
REGISTERED
MARVIN DEARBONNE JR.
5697
PROFESSIONAL
LAND SURVEYOR

REF. FIELD NOTE NO. 45808

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\4\PLAT\00\P-4.dgn

EXISTING	4.36 AC.	ACQUIRE	0.366 AC.	REMAINING	3.994 AC. RIGHT

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
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
BUSTLE INVESTMENT GROUP, LLC
PARCEL 4
0.366 AC. (15,941 SQ. FT.)

Meeting Date: 08/18/2020

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 278
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 CR 366.
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 for the Brushy Creek Trail Project.
v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
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 property usage at Longhorn Junction
f) Discuss sale of excess 183A right of way to abutting property owner.
g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
h) Discuss Blue Springs Boulevard
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	08/13/2020 11:10 AM
Form Started By: Charlie Crossfield		Started On: 08/13/2020 11:07 AM
Final Approval Date: 08/13/2020		

Commissioners Court - Regular Session **96.**

Meeting Date: 08/18/2020

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
l) Project Long Haul
m) Project Bon Jovi

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	08/13/2020 11:11 AM

Form Started By: Charlie Crossfield Started On: 08/13/2020 11:08 AM

Final Approval Date: 08/13/2020

Commissioners Court - Regular Session **103.**

Meeting Date: 08/18/2020

Settlement Agreement between Williamson County and Lealco, Inc.

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Executive Session

Information

Agenda Item

Discuss, consider and take appropriate action on a Settlement Agreement between Williamson County and Lealco, Inc. relating to an application for TCEQ Permit No. 2398 to construct and operate a municipal solid waste transfer station to be located immediately west of County Road 130; and authorize Williamson County's legal counsel to take any actions necessary to effectuate the terms of the agreement on behalf of Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Settlement Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	08/13/2020 01:15 PM
Form Started By: Andrea Schiele		Started On: 08/13/2020 01:08 PM
Final Approval Date: 08/13/2020		

SETTLEMENT AGREEMENT BETWEEN
WILLIAMSON COUNTY, TEXAS AND LEALCO, INC.
CONCERNING THE WILLIAMSON TRANSFER STATION

THIS SETTLEMENT AGREEMENT (this "Settlement Agreement") is made as of August 18, 2020 (the "Effective Date"), by and between LEALCO, INC., a Texas corporation ("Lealco"), and THE COUNTY OF WILLIAMSON, TEXAS ("Williamson County"). Lealco and Williamson County may be referred to in this Settlement Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, Lealco filed with the Texas Commission on Environmental Quality ("TCEQ") an application for Permit No. 2398 (which, including any amendment thereof or supplement thereto submitted as of the effective date of this Agreement, shall be referred to as "Application for TCEQ Permit No. 2398") to construct and operate a municipal solid waste ("MSW") transfer station, access roadway, and associated facilities, equipment, and activities on property owned or controlled by Lealco and located immediately west of County Road 130 ("Lealco's Property") in Williamson County (the "Transfer Station Facility");

WHEREAS, Williamson County has protested Lealco's Application for TCEQ Permit No. 2398 and the Transfer Station Facility, and has intervened in State Office of Administrative Hearings ("SOAH") Docket No. 582-20-2399 and TCEQ Docket No. 2018-1759-MSW, a contested case hearing regarding Lealco's Application for TCEQ Permit No. 2398 and the Transfer Station Facility;

WHEREAS, Williamson County filed suit against TCEQ, in general, contesting the authority of TCEQ (and its Executive Director) to process and grant Lealco's Application for Permit No. 2398 in Cause No. D-1-GN-19-000905 in Travis County, Texas District Court (in which suit Lealco intervened) (the "Lawsuit"), and Williamson County filed an appeal of the Travis County District Court's *Order Granting TCEQ's Pleas to the Jurisdiction* (which such Pleas were also adopted and asserted by Lealco), which is pending before the Third Court of Appeals of the State of Texas in Case No. 03-19-00833-CV (the "Appeal");

WHEREAS, in an effort to resolve all outstanding disputes between them, the Parties, beginning on July 16, 2020, voluntarily participated, under a governing Scheduling Order, in alternative dispute resolution procedures led by two SOAH Administrative Law Judges in Docket No. 582-20-2399 (the "Mediation"); and

WHEREAS, as a result and outgrowth of the Mediation, the Parties desire to settle and fully resolve the matters in controversy between them and otherwise avoid the uncertainties and expense of participating in a contested case hearing and other proceedings concerning Lealco's Application for TCEQ Permit No. 2398 and the Transfer Station Facility, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and covenants contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Lealco and Williamson County agree as follows:

1. The Parties hereby acknowledge and agree that all the recitals set forth above are true and correct and are incorporated by this reference and made a part hereof for all purposes.

2. Lealco, under the terms and conditions set forth herein and expressly including subject to the terms and conditions set forth in Footnote 1 below, [1] will contribute to Williamson County the total sum of One Million Three Hundred Thousand and no/100 Dollars ($1,300,000.00) (the "Roadway Contribution") for roadway improvements to be performed by Williamson County (the "Roadway Improvements") to County Road 130 ("CR 130") from its intersection with Chandler Road to the Transfer Station Facility's access road on CR 130 in Williamson County. Utilizing the County's roadway design standards, the Roadway Improvements to be performed by Williamson County shall include and ensure adequate roadway width, pavement type, and other characteristics to support heavy-duty commercial vehicles operated by Lealco and other commercial/industrial operators along and using CR 130. If Lealco determines on its own accord to proceed with the construction and planned operation of the Transfer Station Facility, Lealco will provide Williamson County with written notice of intent to proceed with construction of the Transfer Station Facility ("NOI"). Contemporaneous with the submission of the NOI to Williamson County, Lealco, under the terms and conditions set forth in this Settlement Agreement,[2] shall contemporaneously make, via ACH or wire transfer, the Roadway Contribution to Williamson County. If the NOI and Roadway Contribution are not provided by Lealco to Williamson County within one (1) year of the Effective Date and Lealco determines to proceed with the eventual construction of the Transfer Station Facility, then the amount of the One Million Three Hundred Thousand and no/100 Dollars ($1,300,000.00) Roadway Contribution shall be adjusted annually for inflation on the anniversary date of the Effective Date using the U.S. Bureau of Labor Statistics Consumer Price Index (CPI) Inflation Calculator for All Urban Consumers, U.S. City Average Series for All Items, Not Seasonally data for the previous twelve months. Upon receipt of the NOI and Roadway Contribution, Williamson County shall immediately proceed with commercially reasonable diligence to undertake and complete the Roadway Improvements, and Williamson County shall be solely responsible for any costs that exceed the amount of the Roadway Contribution. The Parties understand, acknowledge, and agree that Williamson County may take two (2) years or more to complete the Roadway Improvements after Williamson County's receipt of the NOI and the referenced Roadway Contribution; however, Lealco is nevertheless expressly permitted, pursuant to the terms of TCEQ Permit No. 2398, to construct and operate the Transfer Station Facility prior to Williamson County's initiation and completion of the Roadway Improvements. If Williamson County completes the Roadway Improvements to CR 130 prior to Lealco's submission of the NOI to Williamson County, Lealco shall still pay the applicable Roadway Contribution (with a CPI adjustment through the month of completion of the Roadway Improvements only) to Williamson County upon Lealco's commencement of physical construction of the Transfer Station Facility.

[1] Lealco is not required to make the Roadway Contribution if: (i) TCEQ does not issue, in conformance with the Application for TCEQ Permit No. 2398, except as modified herein; (ii) Permit No. 2398 is voided, cancelled, or revoked before Lealco's submission to Williamson County of the NOI referenced below; or (iii) Lealco otherwise does not construct the Transfer Station Facility.

[2] For emphasis, reference is specifically made to Footnote No. 1.

3. Lealco agrees to remit to Williamson County a fee for every ton of MSW accepted at the Transfer Station Facility ("Host Fee"). The Host Fee shall be set initially at $0.20 per ton of MSW accepted at the Transfer Station Facility through August 31, 2021. On September 1, 2021, and every year thereafter, except during the Hold Period, as defined below, the Host Fee shall be increased by the Inflation Factor, as described below.

    a. Beginning October 1, 2021, the Host Fee shall be adjusted utilizing the U.S. Bureau of Labor Statistics Consumer Price Index (CPI) Inflation Calculator for All Urban Consumers, U.S. City Average Series for All Items, Not Seasonally Adjusted ("Inflation Factor") for the preceding 12 months. The Inflation Factor shall be determined each year for the period of September-August. The Inflation Factor adjustment shall not exceed 4.5% in any given year.
    b. Beginning with and including the month in which MSW is first accepted at the Transfer Station, the Host Fee shall not be increased by the Inflation Factor for a total of 60 consecutive months ("Hold Period"). After the Hold Period expires, the Inflation Factor shall be imposed on the Host Fee as described in subsection 3.a. above.
    c. Lealco shall maintain records of the amount of MSW accepted at the Transfer Station Facility and shall remit to Williamson County on an annual basis the Host Fee applicable for the preceding September through August period on October 1 of each year in which a Host Fee was collected. Williamson County shall immediately proceed with commercially reasonable diligence to undertake and complete the Roadway Maintenance and shall exclusively be responsible for any costs exceeding the annual Host Fee that Williamson County receives.

4. Lealco shall make an annual donation to Williamson County to be dedicated to community improvement projects located exclusively in Precinct Four which shall be selected by the Williamson County Commissioner's Court (the "Community Improvement Donation"). Lealco shall make the first annual Community Improvement Donation within ten (10) business days of Williamson County's compliance with Paragraph Nos. 6 and 7 of this Agreement. Lealco's first annual Community Improvement Donation shall be $20,000.00. Thereafter, following the first acceptance of MSW at the Transfer Station Facility, the Community Improvement Donations shall be paid annually on October 1st. The second annual Community Improvement Donation shall be $20,000.00, and each year thereafter, for so long as the Transfer Station Facility is being operated, the Community Improvement Donation shall be $10,000.00.[3]

5. Lealco shall undertake the following additional operational measures at the Transfer Station Facility:

[3] Lealco is not required to continue to make the Community Improvement Donation if: (i) TCEQ does not issue proposed TCEQ Permit No. 2398, except as modified herein; (ii) TCEQ Permit No. 2398 is voided, cancelled, revised, or revoked before Lealco's submission to Williamson County of the NOI referenced below; or (iii) Lealco otherwise does not construct the Transfer Station Facility; however, all Community Improvement Donations made by Lealco prior to the occurrence of one or more of these events shall remain the property of Williamson County.

a. before accepting any MSW at the Transfer Station Facility, install a permanent odor masking or neutralization system;[4]

b. install aesthetically appropriate signage and landscaping at the site entrance, which shall incorporate native Texas plants and shrubs and be maintained and irrigated regularly;

c. undertake appropriate measures, consistent with Lealco's roadway easement rights and any applicable governmental requirements, to modify the driveway along the entrance of CR 130 to attempt to sweep traffic in from the south and discourage traffic from traveling to the site from the north along CR 130;

d. construct security fencing (with opaque components) along the Transfer Station Facility site's east perimeter to endeavor to further lessen the visibility of the Transfer Station Facility's operations; and

e. undertake appropriate measures to attempt to: (i) discourage commercial vehicles from accessing the site from the north; (ii) instruct commercial trash haulers not to access the Transfer Station Facility from the north (unless they are providing actual trash services to customers along or adjoining CR 130); and (iii) assess a charge of $25.00 (and will appropriately remit payment of such corresponding sum to Williamson County contemporaneous with the annual Host Fees payment) for each commercial vehicle that violates instructions not to access the Transfer Station Facility from the north ("No Access Charge"). At Williamson County's sole discretion, the No Access Charge may increase in the future to be commensurate with the fee for "Unsecured Loads" charged at the Williamson County Landfill, but in no event shall ever exceed $50.00 per commercial vehicle. Williamson County shall provide written notice of any such increase to Lealco, and the increase shall go into effect on the first day of the month following the receipt of such notice by Lealco.

6. Williamson County shall, within five (5) business days of the complete execution of this Settlement Agreement file, with SOAH and TCEQ all documents necessary to withdraw as a party to SOAH Docket No. 582-20-2399 and TCEQ Docket No. 2018-1759-MSW, and Williamson County shall withdraw its request for a contested hearing and public comments concerning Lealco's Application for TCEQ Permit No. 2398 and the Transfer Station Facility.

7. Williamson County shall, within five (5) business days of the complete execution of this Settlement Agreement, file dismissal documents to be prepared by Lealco and approved by the Office of the Texas Attorney General that effectuate a dismissal with prejudice of all claims that were asserted and that could have been asserted by Williamson County

[4] Installation of the permanent odor masking or neutralization system shall be incorporated into TCEQ Permit No. 2398 as a special condition of the permit or alternatively included in the Site Development Plan that is incorporated by referenced into TCEQ Permit No. 2398.

against the TCEQ, the TCEQ Executive Director, and Lealco in the Lawsuit, and in the Appeal.

8. The Williamson County Commissioners Court hereby declares and establishes that:

    a. the Transfer Station Facility is in conformance with, "grandfathered" under, and not prohibited by the County of Williamson's *Order of Commissioners Court Regulating Solid Waste Disposal Pursuant to Tex. Health & Safety Code §§ 363.112 & 364.012 Effective July 21, 2015, as Ammended* [sic] *An Order Providing for Regulation of Solid Waste Disposal in Unincorporated Areas of Williamson County, Texas and Designating Areas in Williamson County, Texas Where Municipal or Solid Waste Disposal is Not Prohibited* and the County of Williamson's *Order of Williamson County Commissioners Court An Order Clarifying the Commissioners Court Order Dates* [sic] *July 21, 2015, Regarding the Regulation of Solid Waste Disposal in Unincorporated Areas of Williamson County Where Municipal or Solid Waste Disposal is Not Prohibited; Providing for Severability; and Establishing an Effective Date* (copies of which Orders are attached hereto as Exhibit 1 for reference); and
    b. that the owner and operator of the Transfer Station Facility are not and shall not be subject to any of the civil remedies or penalties or criminal penalties set forth in the referenced Orders by virtue of constructing and operating the Transfer Station Facility in compliance with TCEQ Permit No. 2398.

9. Subject to Williamson County's compliance with Paragraph 8 and the other provisions of this Settlement Agreement, Lealco agrees that Williamson County shall have the right to receive notice of and evaluate and vote on the approval of any request by Lealco to laterally expand the Transfer Station Facility beyond the permit boundary as proposed in the Application for TCEQ Permit No. 2398 ("Lateral Expansion"), with the understanding and acknowledgment that the Parties are reserving all their respective rights, claims, and defenses as available under applicable law concerning any such Lateral Expansion. The permit boundary as contemplated in this paragraph and Settlement Agreement is graphically depicted in Exhibit No. 2, attached hereto and incorporated herein for all purposes.

10. Neither Williamson County, nor any of its county judges, commissioners, attorneys, experts, consultants, or other persons directly affiliated with, retained by, or acting at the behest of or in concert with Williamson County, shall file with SOAH or TCEQ any motion for rehearing, motion for reconsideration, motion to overturn, or other form of objection to TCEQ's issuance of TCEQ Permit No. 2398 or the Transfer Station Facility; or file with the Travis County District Court or any other Court or in any other forum any petition to review, set aside, modify, or suspend any ruling, order, or decision of the TCEQ with respect to TCEQ Permit No. 2398 or the Transfer Station Facility; or otherwise directly or indirectly oppose or contest in any local, state, or federal court or governmental body or forum TCEQ Permit No. 2398 or Lealco's construction or operation of the Transfer Station Facility. The Parties shall seek to enforce this Settlement Agreement, or relief and remedies for any breach of or default under or threatened breach or default under the

Settlement Agreement, exclusively in Williamson County, Texas or, only if venue is mandatory, in Travis County, Texas District Court.

11. This Settlement Agreement shall inure to the benefit of and be binding on the Parties and their respective successors, affiliated entities and persons, and assigns. For emphasis and avoidance of doubt, the Parties intend and agree that the Settlement Agreement shall apply to and govern all permitholders and operators, subsequent to Lealco, with respect to TCEQ Permit No. 2398. If Lealco is acquired by or conveys the Transfer Station Facility to another person or entity (the "Acquiring Party") and if such acquisition or conveyance requires Lealco to transfer to the Acquiring Party TCEQ Permit No. 2398, then Lealco will provide written notice to Williamson County of such acquisition or conveyance prior to any such transfer to the Acquiring Party of TCEQ Permit No. 2398. Further, in conjunction with any transfer to the Acquiring Party of TCEQ Permit No. 2398, Lealco will require, as part of any such acquisition or conveyance, the Acquiring Party to provide an express written assumption of all of Lealco's unfulfilled obligations under the Settlement Agreement, including, but not limited to, the Roadway Contribution referenced in Paragraph No. 2; the Host Fees referenced in Paragraph No. 3; and the Community Improvement Donation referenced in Paragraph No. 4. Other than that which is expressly covered in the proceeding sentences of this Paragraph No. 11, nothing in this Settlement Agreement is intended to confer third-party beneficiary rights upon any other person or entity, nor shall it confer upon any other person or entity, any rights, remedies, obligations, or liabilities under or by reason of this Settlement Agreement.

12. This Settlement Agreement constitutes the final written expression of all negotiations, understandings and agreements between the Parties concerning the subject matter of this Settlement Agreement. Each Party acknowledges and agrees that there have been no material representations made to the Party or its employees or representatives as an inducement to enter into this Settlement Agreement beyond what is expressly set forth and contained herein. No modification, amendment, supplement, or waiver with respect to this Settlement Agreement shall be binding upon any Party unless made in writing and signed by the Party sought to be bound.

13. Regarding Paragraph Nos. 3 and 5.e. above, Lealco shall for a period of three (3) years after their creation, keep, maintain and preserve complete and accurate records and accounts, including all invoices, correspondence, ledgers, financial and other records pertaining to Lessee's collection, calculation, payment, and remittance of the Host Fee and the No Access Charge and Williamson County's charges hereunder; and Lealco shall make available for inspection and audit in Williamson County at any time or times during the term of this Settlement Agreement or within ninety (90) days thereafter, during reasonable business hours, by Williamson County or its nominee, upon five (5) business days' advance written request, copies of the municipal solid waste acceptance reports that Lealco has filed with the TCEQ and any other non-proprietary or redacted records that are necessary for Williamson County or its nominee to review in order to calculate the appropriate Host Fee, No Access Charge, and other charges due hereunder, and Williamson County and it nominee shall not disseminate or otherwise share any such records or associated information with any competitor of Leaclo or any other third-party. For emphasis and

avoidance of doubt, Lealco shall not be required under this Paragraph to provide to Williamson County any confidential or proprietary information as determined in Lealco's sole discretion. In the event that there is discovered an underpayment of the Host Fee and/or the No Access Charge as defined above, Lealco shall pay to Williamson County a penalty equal to ten percent (10%) of the amount of each such underpayment.

14. Any notice, demand or other communication required by this Settlement Agreement shall be in writing and (a) delivered in person with receipt acknowledged, (b) delivered by a nationally recognized overnight courier with receipt confirmed, (c) transmitted by facsimile with electronic confirmation, or (d) transmitted by United States first class mail, return receipt requested, in each case addressed as follows:

    If to Lealco:

    John M. Perkey
    Associate General Counsel
    Waste Connections
    3 Waterway Square Place, Ste. 110
    The Woodlands, Texas 77380
    Fax: (832) 442-2290

    With a copy by email to: Gary E. Zausmer at gzausmer@enochkever.com

    If to Williamson County:

    Arturo D. Rodriguez, Jr.
    Russell Rodriguez Hyde Bullock, LLP
    1633 Williams Drive, Suite 200
    Georgetown, Texas 78628
    Fax: (866) 929-1641

    or at such other address as may be substituted by providing not fewer than five (5) days advance written notice of such change of address.

15. The terms "and" and "or" as used in this Settlement Agreement shall be construed either conjunctively or disjunctively to bring within the scope of the provision any aspect which might otherwise be construed outside its scope.

16. Lealco's obligations under this Settlement Agreement are contingent on Williamson County's timely and proper completion of the actions required under Paragraph Nos. 6-8 of this Settlement Agreement. For clarity and confirmation, this Settlement Agreement is not subject to any condition precedent that Lealco enter into a binding settlement agreement with any other protesting party in SOAH Docket No. 582-20-2399 and TCEQ Docket No. 2018-1759-MSW.

17. Except as contemplated by Paragraph 5.a. of this Settlement Agreement, the Application for TCEQ Permit No. 2398 shall not otherwise be amended, modified, or changed by

Lealco prior to the issuance of TCEQ Permit No. 2398 and such authorization becoming final and unappealable.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the Effective Date.

LEALCO, INC.



By: James M. Little

Its: Executive VP - Engineering and Disposal

Date: August 12, 2020

Approved as to form:

John J. Vay

By: John J. Vay

Its Attorney of Record

COUNTY OF WILLIAMSON, TEXAS

_____

By: _____

Its: _____

Date: _____

Approved as to form:

_____

By: _____

Its Attorney of Record

EXHIBITS

EXHIBIT 1

EXHIBIT 1

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT REGULATING SOLID WASTE DISPOSAL PURSUANT TO TEX. HEALTH & SAFETY CODE §§ 363.112 & 364.012 EFFECTIVE JULY 21, 2015, AS AMMENDED

AN ORDER PROVIDING FOR REGULATION OF SOLID WASTE DISPOSAL IN UNINCORPORATED AREAS OF WILLIAMSON COUNTY, TEXAS AND DESIGNATING AREAS IN WILLIAMSON COUNTY, TEXAS WHERE MUNICIPAL OR SOLID WASTE DISPOSAL IS NOT PROHIBITED.

WHEREAS, the Commissioners Court of Williamson County, Texas, ("Commissioners Court") has the authority to act to protect the Health, Safety, and Welfare of its Citizens and the public at large;

WHEREAS, a majority of the Commissioners Court has determined that the resources of the County are best served by, and the Health, Safety, and Welfare of the citizens of Williamson County and the public at large will be best protected by, designating the areas set forth below as areas in which municipal or solid waste disposal will not be permitted;

WHEREAS , public notice of this Order was published for two consecutive weeks in a newspaper(s) of general circulation, and a public hearing was held where all interested citizens of Williamson County were permitted to speak; and

WHEREAS, this Order complies with Texas Health and Safety Code Sections 363.112 and 364.012;

NOW, IT IS THEREFORE ORDERED AND ADOPTED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

SECTION 1. DEFINITIONS

A. "Disposal" means the discharging, depositing, injecting, dumping, spilling, leaking, or placing of solid waste or hazardous waste, whether containerized or

CERTIFIED TO BE A TRUE AND CORRECT COPY
NANCY E. RISTER, County Clerk
Williamson County
Page 1 of 5

Enacted July 21, 2015

EXHI

EXHIBIT
tabbies
B

uncontainerized, into or on land or water so that the solid waste or hazardous waste or any constituent thereof may be emitted into the air, discharged into surface water or groundwater, or introduced into the environment in any other manner.

B. "Solid waste" means garbage, rubbish, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, municipal, commercial, and mining operations and from community and institutional activities.

SECTION 2. AUTHORITY

A county may prohibit the disposal of municipal or industrial solid waste in the county if the disposal of the municipal or industrial solid waste is a threat to the public health, safety, and welfare. **Tex. Health & Safety Code §§ 363.112 & 364.012.**

SECTION 3. APPLICABILITY

This Order does not apply to:

A. Areas inside the corporate limits of any municipality;

B. Areas for which a pending application for a solid waste permit or other solid waste authorization under Chapter 361, Texas Health & Safety Code, has been filed with and declared administratively complete by the Texas Commission on Environmental Quality or its predecessor agency;

C. Areas for which a solid waste permit or other solid waste authorization under Chapter 361, Texas Health & Safety Code, has been issued by the Texas Commission on Environmental Quality or any of its predecessor or successor agencies provided that the permit or other authorization is effective and valid on the effective date of this Order;

D. Areas that do not require a permit for the collection, handling, storage, processing, and disposal of industrial solid waste that is disposed of within the boundaries of a tract of land that is: (1) owned or otherwise effectively controlled by the owners or operators of the particular industrial plant, manufacturing plant, or mining operation from which the waste

CERTIFIED TO BE A TRUE AND CORRECT COPY
NANCY E. RISTER, County Clerk
Williamson County
Page 2 of 5

results of is produced; and (2) located within 50 miles from the plant or operation that is the source of the industrial solid waste. **Texas Health & Safety Code § 361.090**; or

E. Any municipal or solid waste disposal facility owned and/or operated by any unit of local government (*i.e.*, County, City, Town, or Municipality) within Williamson County. Any such municipal or solid waste facilities are not included in the designations of areas where disposal of municipal or solid waste is not prohibited.

SECTION 4. GENERAL PROVISION AND FINDINGS

WHEREAS, the Williamson County Commissioners Court has both the responsibility and the authority to protect the health, safety and welfare of the citizens of Williamson County, Texas and their property interest;

WHEREAS, the disposal of solid waste is an activity that has high potential to negatively impact the health, safety and welfare of any community; and

WHEREAS, the Commissioners Court believes and hereby finds that disposal of solid waste in the unincorporated areas of the county that do not already have a landfill would constitute an unacceptable risk and threat to the public health, safety and welfare for the reasons and findings stated below, among many others, to wit:

The Court finds that the disposal of solid waste in general may negatively influence property values;

The Court finds the use of all present technology and science with regard to the location, installation, operation and maintenance of municipal, industrial and hazardous solid waste disposal sites, cannot guarantee or ensure that such sites will not contaminate, spoil and pollute areas surrounding and distant to said disposal sites;

The Court finds that if the substances contained within disposed solid waste escape into the air or waterways, including subsurface waterways, significant threats to the public health, safety, and welfare will exist;

The Court finds that the nature of the soils of Williamson County is such that it would allow migration of waste and hazardous material to the contamination of groundwater, which many citizens rely on for drinking water;

The Court finds that wildlife may present a likelihood of contamination of surrounding lands and groundwater;

CERTIFIED TO BE A TRUE AND CORRECT COPY
NANCY E. RISTER, County Clerk
Williamson County
Page 3 of 5

EXHIBIT 1

The Court finds that the traffic associated with the disposal of solid waste, which involves receiving and dispatching a large number of heavy trucks hauling waste, constitutes a hazard to the public health and a threat to the public roads;

The Court finds that waste streams that can be received in municipal and non-hazardous industrial waste facilities include chemicals that are toxic, corrosive, flammable and explosive, and that such substances present a threat to the public health, safety and welfare;

The Court finds that the prohibition of solid waste disposal as provided in this order is necessary to prevent a grave and immediate threat to life and property; and

The Court finds that such a prohibition is a necessary response to a real and substantial threat to public health and safety, that such a prohibition will significantly advance the health and safety of the public and that the prohibition does not impose a greater burden than necessary to protect the public health and safety under the circumstances;

SECTION 5. DISPOSAL OF SOLID WASTE PROHIBITED

IT IS ORDAINED AND ORDERED that the disposal of municipal solid waste and industrial solid waste is **PROHIBITED** within all unincorporated areas of Williamson County, Texas, unless an area is specifically designated as an area where municipal or solid waste disposal is not prohibited as set forth in Section 3 ("Applicability").

SECTION 6. CIVIL REMEDIES AND PENALTIES

A. Any violation of this Order is subject to a civil penalty of $500.00 for each violation. Such penalty to be forfeited to Williamson County, Texas. Each day that a violation continues constitutes a separate ground for recovery.

B. The Commissioners Court of Williamson County, Texas may bring a legal action to enjoin violations of this Order and seek judgment for any civil penalties.

SECTION 7. CRIMINAL PENALTIES

A. Disposal of solid waste in violation of this Order constitutes a class C misdemeanor punishable by a fine not to exceed $500.00.

B. Each day that a violation continues constitutes a separate offense under this Order.

CERTIFIED TO BE A TRUE AND CORRECT COPY
NANCY E. RISTER, County Clerk
Williamson County
Page 4 of 5

EXHIBIT 1

SECTION 8. SEVERABILITY

If any portion of this Order is deemed to be in violation of the statutes or the constitution of this state or the United States by a court of competent jurisdiction, said portion shall be severed, and the remaining portions of the Order shall remain in full force and effect.

SECTION 9. EFFECTIVE DATE

This order takes effect at 12:00 p.m. on the day it is adopted by a majority vote of the Williamson County Commissioners Court during a properly held meeting.

ORDERED ON THIS 21st Day of July, 2015.

Hon. Dan Gattis
Williamson County Judge

Hon. Lisa Birkman
Commissioner, Precinct 1

Hon. Valerie Covey
Commissioner, Precinct 3

Hon Cynthia Long
Commissioner, Precinct 2

Hon. Ron Morrison
Commissioner, Precinct 4

STATE OF TEXAS
COUNTY OF WILLIAMSON
I, NANCY E. RISTER, COUNTY CLERK, DO HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY AS SAME APPEARS OF RECORD IN MY CUSTODY.
Witness my hand and seal of office on 12-20-18
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS
By _____ Deputy

CERTIFIED TO BE A TRUE AND CORRECT COPY
NANCY E. RISTER, County Clerk
Williamson County
Page 5 of 5

EXHIBIT NO. 1
Page 5 of 5

Page 5

EXHIBIT 1

ORDER OF WILLIAMSON COUNTY COMMISSIONERS COURT

AN ORDER CLARIFYING THE COMMISSIONERS COURT ORDER DATES JULY 21, 2015, REGARDING THE REGULATION OF SOLID WASTE DISPOSAL IN UNINCORPORATED AREAS IN WILLIAMSON COUNTY WHERE MUNICIPAL OR SOLID WASTE DISPOSAL IS NOT PROHIBITED; PROVIDING FOR SEVERABILTIY; AND ESTABLISHING AN EFFECTIVE DATE.

Whereas, the Commissioners Court of Williamson County, Texas ("Commissioners Court") has the authority to act to protect the health, safety, and welfare of its citizens and the public at large; and

Whereas, after conducting a public hearing during a duly called session of the Williamson County Commissioners Court on July 21, 2015, the Commissioners Court approved an order to regulate solid waste disposal in unincorporated areas in Williamson County where municipal or solid waste disposal is not prohibited;

Whereas, the Commissioners Court finds it necessary to clarify its meaning of the term "disposal."

NOW, THEREFORE, BE IT ORDERED AND ADOPTED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

SECTION 1. Findings. The recitals above are hereby found to be true and correct and are hereby adopted by the Commissioners Court and made part hereof for all purposes as finding of fact.

SECTION 2. Definitions. Section 1 of the Commissioners Court Order dated July 21, 2015, regulating the solid waste disposal in unincorporated areas in Williamson County where municipal or solid waste disposal is not prohibited is clarified as follows:

A. "Disposal" includes the definition as defined in said order and includes, but is not limited to the following activities: the extraction of materials, transfer, volume reduction, conversion of energy, processing, or other separation and preparation of solid waste for reuse or disposal, including the treatment or neutralization of waste, designed to change the physical, chemical, or biological character or composition of any waste to neutralize water, or to recover energy or material from the waste, or render the waste safer to transport, store, dispose of, or make it amendable for recovery, amendable for storage, or reduced in volume.

B. All other provisions of the Commissioners Court Order dated July 21, 2015, regulating the solid waste disposal in unincorporated areas in Williamson County where municipal or solid waste disposal is not prohibited remain in full force and effect.

SECTION 3. Severability. If any portion of this Order is deemed to be in violation of the statutes or the constitution of this State or the United States by a court of competent jurisdiction, said portion shall be severed, and the remaining portions of the Order shall remain in full force and effect.

CERTIFIED TO BE A TRUE AND CORRECT COPY
NANCY E. RISTER, County Clerk
Williamson County
Page 1 of 2

EXHIBIT NO. 3
Page 1 of 2

EXHIBIT 1

SECTION 4. Effective Date. This Order takes effect at 12:00 p.m. on the day it is adopted by the majority vote of the Williamson County Commissioners Court during a properly held meeting.

ORDERED ON THIS 18th **DAY OF JANUARY, 2018.**

Hon. Don Gattis
Williamson County Judge

Hon. Terry Cook
Commissioner, Precinct 1

Hon. Valerie Covey
Commissioner, Precinct 3

Hon. Cynthia Long
Commissioner, Precinct 2

Hon. Larry Madsen
Commissioner, Precinct 4

STATE OF TEXAS
COUNTY OF WILLIAMSON
I, NANCY E. RISTER, COUNTY CLERK, DO HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY AS SAME APPEARS OF RECORD IN MY CUSTODY.
Witness my hand and seal of office on 12-20-18
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS
By _____ Deputy

CERTIFIED TO BE A TRUE AND CORRECT COPY
NANCY E. RISTER, County Clerk
Williamson County
Page 2 of 2

EXHIBIT 2

LEGEND:

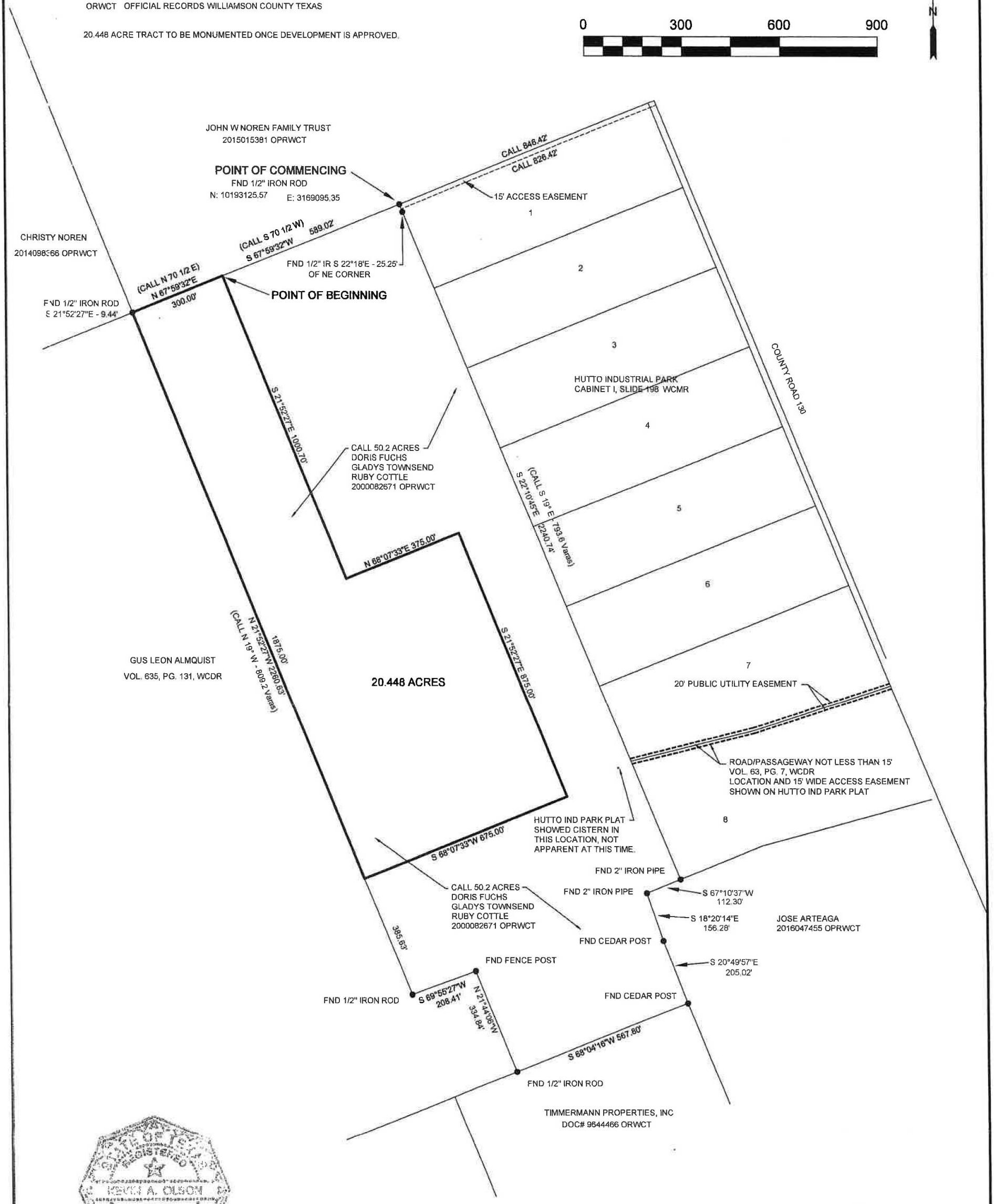
OPRWCT OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS
WCMR WILLIAMSON COUNTY MAP RECORDS
WCDR WILLIAMSON COUNTY DEED RECORDS
ORWCT OFFICIAL RECORDS WILLIAMSON COUNTY TEXAS

20.448 ACRE TRACT TO BE MONUMENTED ONCE DEVELOPMENT IS APPROVED.

COORDINATE AND BEARINGS BASED ON NAD_83 (2011) (EPOCH:2010.0000) TEXAS CENTRAL ZONE AS DERIVED BY NGS OPUS SOLUTION ON 12/20/2016.

0 300 600 900

N



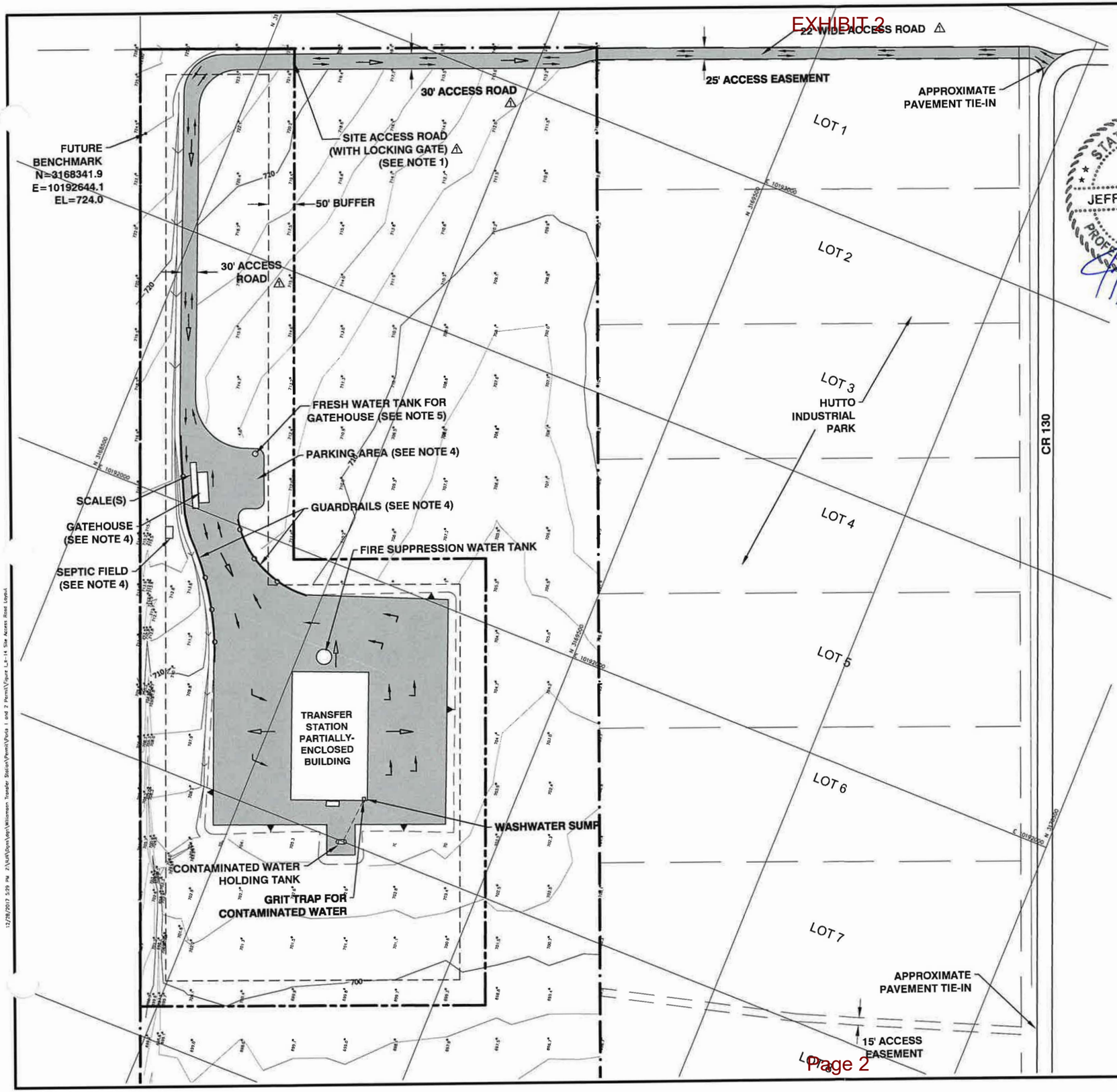


FOR PERMIT PURPOSES ONLY

SURVEYED ON THE GROUND: 12/20/2016 THRU 01/05/2017.

LEALCO, INC.	**PERMIT BOUNDARY MAP** **20.448 ACRE TRACT** **JOHN DYKES SURVEY, A-186** **WILLIAMSON COUNTY, TEXAS**	FIRM REGISTRATION NO. 10194114 MARTIN OLSON SURVEY INC. PROFESSIONAL SURVEYORS, BOUNDARY CONSTRUCTION & TOPOGRAPHIC SURVEYS 8810 WILL CLAYTON PKWY SUITE F 281-446-8899 HUMBLE, TEXAS 77338 MARTIN FILE: HUTTO PERMIT.DWG

EXHIBIT 2



12/29/17

STATE OF TEXAS
JEFFREY K. REED
80103
LICENSED
PROFESSIONAL ENGINEER

SCALE
0 200 400 FEET

LEGEND

- PERMIT BOUNDARY (SEE NOTE 1)
- LEALCO PROPERTY BOUNDARY
- GUARD RAIL
- 440 INTERMEDIATE CONTOUR
- SPOT ELEVATION
- PAVED ACCESS ROAD (SEE NOTE 2)
- 50' BUFFER
- TRAFFIC FLOW
- SLOPE DIRECTION
- N 3172500 / E 10001500 TEXAS SATE PLANE COORDINATE
- DRAINAGE DITCH

NOTES:

1. PERIMETER FENCING ALONG THE PERMIT BOUNDARY WILL BE BARBED WIRE OR A CHAIN LINK FENCE TO PROVIDE SECURITY. A GATE WILL BE PROVIDED AT THE ENTRANCE TO THE PERMIT BOUNDARY. THERE ARE NO PROPOSED GREENBELTS OR NATURAL WINDBREAKS AT THE FACILITY.
2. PAVED ACCESS ROAD WILL CONSIST OF EITHER:
   - ASPHALT PAVEMENT – MINIMUM 2" THICK ASPHALT SURFACE, 12" THICK ASPHALT BASE, 4" THICK SUBGRADE COMPACTED TO 95% MODIFIED PROCTOR OR 98% STANDARD PROCTOR
   - CONCRETE PAVEMENT – 9" THICK REINFORCED CONCRETE, 6" THICK AGGREGATE BASE, 4" THICK SUBGRADE COMPACTED TO 95% MODIFIED PROCTOR OR 98% STANDARD PROCTOR
   - ALTERNATE ASPHALT, CONCRETE OR OTHER ROAD BUILDING MATERIAL AT THE FACILITY'S DISCRETION
3. TOPOGRAPHIC FEATURES, AND PERMIT BOUNDARY GROUND SURVEY CONDUCTED BY MARTIN SURVEY, DATE DECEMBER 20, 2016.
4. SCALE(S), PARKING AREA AND GATEHOUSE SIZE AND LOCATIONS ARE APPROXIMATE. SEPTIC FIELD LOCATION MAY VARY AND IS OPTIONAL IF TANK OR DIRECT SANITARY SEWER LINE IS USED. GUARDRAIL LENGTH AND LOCATION MAY VARY.
5. TANK IS OPTIONAL IF WATERLINE BROUGHT DIRECTLY TO GATEHOUSE.
6. CR130 LOCATION APPROXIMATED FROM GOOGLE EARTH.

INTENDED FOR PERMIT PURPOSES ONLY

REV	DATE	DESCRIPTION	BY
1	1/2018	REV. TITLE AND TRAFFIC FLOW	SCS

TEXAS BOARD OF PROFESSIONAL ENGINEERS REG. NO. F-3407

DRAWING TITLE: SITE ACCESS ROAD LAYOUT

PROJECT TITLE: TYPE V TRANSFER STATION PERMIT APPLICATION

LEALCO, INC.
WILLIAMSON TRANSFER STATION
HUTTO, WILLIAMSON COUNTY, TEXAS

SCS ENGINEERS
STEARNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS
12651 BRIAR FOREST, SUITE 265, HOUSTON, TX 77077
PH (281) 293-8444 FAX NO. (281) 293-7878

SCS JOB NO.	16216121.00
DSN. BY:	JKR
DWN. BY:	JC
CHK. BY:	RLD
QA/QC BY:	JKR
APP. BY:	JKR

CADD FILE: FIGURE LII-14 SITE ACCESS ROAD LAYOUT

DATE: 08/2017

SCALE: AS SHOWN

FIGURE NO.: I/II-14

12/29/2017 5:29 PM J:\Work\Projects\Williamson Transfer Station\Permit\Photo 1 and 2 Permit\Figure LII-14 Site Access Road Layout.