NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
November 17, 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 – 50)

4. Discuss, consider and take appropriate action on a line item transfer for vehicle insurance for multiple county departments.

5. Discuss, consider and take appropriate action on a line item transfer for Elections and EMS.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0454-002050	JP#4/Work Comp	$543.69
To	0100-0492-002050	Elections/Work Comp	$22.66
To	0100-0540-002050	EMS/Work Comp	$521.03

6. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through Sale to Insurance of two (2) Chevy Tahoes and one (1) Ford Explorer, pursuant to Tx. Local Gov't Code 263.152.

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

8. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, October 2020 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

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

10. Discuss, consider, and take appropriate action on approving the addendum between Idemia Identity & Security and Williamson County for Annual Help Desk Maintenance Services to support the operations of the Williamson County Attorney's Office, and authorizing the execution of the agreement.

11. Discuss, consider, and take appropriate action on revising an agreement previously approved on November 3, 2020, under Agenda Item #24, between TransUnion Risk and Alternative Data Solutions, Inc. (TRADS) and Williamson County for a customized search and locate tool for law enforcement agents in the amount of $100.00 per month and authorizing the execution of the revised agreement.

12. Discuss, consider and take appropriate action on authorizing the extension of the Westlaw Patron Access for Williamson County Law Library with West Publishing Corporation, a Thomson Reuters business, for a 36-month term commencing January 2021 for $318.27 per month through September 2021, and applying a 3% increase for each fiscal year remaining on the 36-month term, with terms and conditions as defined in CO-OP #DIR-LGL-CALIR-02 (TXMS).

13. Discuss, consider and take appropriate action on a Consent to Assignment Agreement wherein Evins Personnel Consultants, Inc. d/b/a Evins Temporaries is assigning and transferring to Evins Group LLC d/b/a/ Evins Temporaries all of its interest, rights and obligations in and to the contract for Payroll Services for Existing Temporary Labor for Elections (RFP 1612-131), which was awarded on April 18, 2017.

14. Discuss, consider and take appropriate action on approving the lease with Sharp Electronics Corp. for one (1) Sharp MX-6071 digital copier for the Williamson County Human Resources Department, in the amount of $239.21 per month, pursuant to DIR Contract #DIR-CPO-4433.

15. Discuss, consider, and take appropriate action on approving the price quotation from GT Distributors, Inc. for EMS staff uniforms in the amount of $56,400.00 pursuant to BuyBoard Contract #603-20 and authorizing the purchase.

16. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Brycomm, LLC to provide and trenching and underground conduit install at Cedar Park South Radio Tower Shelter in the amount of $9,992.33 per the terms of DIR Contract #DIR-TSO-3698 and authorizing execution of the agreement. Funding Source: P529.

17. Discuss, consider and take appropriate action on the purchase of nine (9) APX6000 700/800 Model 3.5 Portable (PSE Radios) from Motorola in the total amount of $50,531.76 as per DIR Contract #DIR-TSO-4101.

18. Discuss consider and take appropriate action on approving the service agreement between Williamson County and Austin Generator Service to provide the annual preventative service to the emergency backup generators at the Radio Tower locations in the amount of $9,000.00 and authorizing the execution of the service agreement.

19. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Charter Communications Operating, LLC/Spectrum to provide the move of service from EMS Medic Station #14, 1991 Rawhide to 221 Sundance Parkway, exempting the item from competitive bidding requirements as per Texas Local Govt. Code Discretionary Exemption 262.024(a)(7)(C) and authorizing execution of the agreement.

20. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Data Projections, Inc. to provide and integrate new AV equipment and existing AV equipment for Williamson County Justice of Peace Center Courtrooms in the amount of $30,977.96, per the terms of TIPS Contract #171001 and authorizing execution of the agreement.

21. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Data Projections, Inc. to provide and integrate new AV equipment and existing AV equipment for Williamson County Georgetown Annex in the amount of $28,208.82, per the terms of TIPS Contract #171001 and authorizing execution of the agreement.

22. Discuss, consider and take appropriate action on approving the service contract between Williamson County and Technology for Education LLC d/b/a TFE Connect to add TEAMS functionality to the Williamson County Georgetown Historic Courthouse in the amount of $11,712.00 pursuant to the terms of TIPS Contract #200105 and authorizing execution of the agreement.

23. Discuss, consider and take appropriate action on approving the service contract between Williamson County and Technology for Education LLC d/b/a TFE Connect for the installation of additional camera system at the Williamson County Georgetown Historic Courthouse in the amount of $2,915.00 pursuant to the terms of TIPS Contract #200105 and authorizing execution of the agreement.

24. Discuss, consider and take appropriate action on approving the service contract between Williamson County and Technology for Education LLC d/b/a TFE to provide the service of Phase 1 Install Control System in the amount of $42,533.00 and Phase 2 Install Cable Encoder System in the amount of $12,190.00 at the Williamson County - ESOC in the total amount of $54,723.00 pursuant to the terms of TIPS Contract #200105 and authorizing execution of the agreement. Funding source is 418P

25. Discuss, consider and take appropriate action on approving the service contract between Williamson County and Technology for Education LLC d/b/a TFE Connect to add teams kit install at the three (3) Williamson County EMS departments, two (2) IT departments and Commissioner Precinct 3 in the amount of $5,831.00 pursuant to the terms of TIPS Contract #200105 and authorizing execution of the agreement.

26. Discuss, consider and take appropriate action on authorizing the extension of Vending Services Contract 1709-189, renewal option period 3, for the same pricing, terms and conditions, for the term of December 5, 2020 – December 4, 2021, with Mcliff Coffee and Vending.

27. Discuss, consider, and take appropriate action on accepting a report on the Williamson River Ranch Park (P315); Prime Construction Change Order #9 in the amount of $7,348.05. This change order is being funded by owner's contingency from within the original project budget.

28. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #26 in the amount of $2,444.00. This change order is being funded by owner's contingency from within the original project budget.

29. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #27 in the amount of $3,940.00. This change order is being funded by owner's contingency from within the original project budget.

30. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #28 in the amount of $535.00. This change order is being funded by owner's contingency from within the original project budget.

31. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #29 in the amount of $2,890.00. This change order is being funded by owner's contingency from within the original project budget.

32. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #30 in the amount of $613.00. This change order is being funded by owner's contingency from within the original project budget.

33. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #31 in the amount of $964.00. This change order is being funded by owner's contingency from within the original project budget.

34. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #32 in the amount of $5,095.00. This change order is being funded by owner's contingency from within the original project budget.

35. Discuss, consider and take appropriate action on approving the appointment of Williamson County Facilities Project Manager, Tom Stanfield, with general authority to approve invoices and change orders for the contract with HCS, Inc. in relation to the Williamson County Justice Center Remodel Project, P515 for any increase or decrease in cost of $30,000.00 or less in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications; provided, however, the original contract price may not be increased by more than 25% and the original contract price may not be decreased by 18% or more without the consent of the contractor.

36. Discuss, consider and take appropriate action on approving a 2019 Capital Improvement Program Budget Transfer to move $946.39 from Jail Boiler (P526) to Granger CTTC Shower Remodel (P514).

37. Discuss, consider and take appropriate action on a Consent to Assignment Agreement wherein Right Pointe, LLC is assigning and transferring to Crafco, Inc. all of its interest, rights and obligations in and to the contract for Rubber-Asphalt Crack Sealer (IFB #T1500), which was awarded on October 6, 2020.

38. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Engineering Services - CR 201 from CR 200 to Umbrella Sky for Williamson County under RFQ #T2444. Funding source: P499

39. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Engineering Services - CR 201 from CR 200 to Umbrella Sky for Williamson County under RFQ #T2448. Funding source: P546

40. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Striping for Williamson County under IFB #T2526.

41. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Aggregate for Surface Treatments – Type D for Williamson County under IFB #T2534.

42. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 5 under Williamson County Contract between Rifeline, LLC and Williamson County dated March 26, 2019 for Subdivision Regulations. This supplemental is to extend the expiration date to March 31, 2021 only. Funding source: 01.0200.0210.004100.

43. Discuss, consider and take appropriate action on Change Order No 1, to contract number IFB #1945, in the amount of $79,841.16 for CR 172 Improvements. Funding source: 01.0200.0210.003599.

44. Discuss, consider and take appropriate action on Supplemental Work Authorization No 4 to Work Authorization No 1 under Williamson County Contact between Freese and Nichols, Inc. and Williamson County dated April 7, 2016 for Engineering Design Services for the repair of San Gabriel Ranch Road. Funding source: P439

45. Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 2 under Williamson County Contract between Freese and Nichols, Inc. and Williamson County dated April 7, 2016 for Engineering Design Services for the repair of San Gabriel Ranch Road. Funding source: P439.

46. Discuss, consider and take appropriate action regarding the appointment of Robert B. Daigh, P.E. as the primary representative and J. Terron Evertson, P.E., CFM, DR as an alternate representative for Williamson County on the 2021 CAMPO Technical Advisory Committee.

47. Discuss, consider and take appropriate action regarding the appointment of Samual Ray as the primary representative and David Stallworth as an alternate representative for Williamson County on the 2021 CAMPO Technical Advisory Smaller Cities Committee.

48. Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of $150,000.00 to expire on December 31, 2023 under Williamson County Contract for Surveying Services between Diamond Surveying and Williamson County dated May 19, 2020 for LTP Controlled Access Facility ROW. Funding source: P457.

49. Discuss, consider and take appropriate action on approval of the preliminary plat for the Ronnie Draper subdivision – Precinct 3.

50. Discuss, consider and take appropriate action on approval of the final plat for the Tract 19, San Gabriel Oaks subdivision – Precinct 2.

REGULAR AGENDA

51. Discuss, consider and take any necessary action to approve order for funding interment by cremation of deceased (James Albert Arnold) who died in Precinct No. 1 of Williamson County, TX pursuant to Tex. Health & Safety Code §§ 711.002(e)(1) & (2).

52. Discuss, consider, and take appropriate action on resolution recognizing November 18, 2020 as Geographic Information Systems (GIS) Day.

53. Discuss, consider and take appropriate action on a Proclamation designating the first week of December Tree of Angels week in Williamson County.

54. Discuss, consider, take appropriate action and hear a presentation on We Are Blood - COVID-19 Convalescent Plasma (CCP).

55. Discuss and take appropriate action to conduct local canvass of election returns for the General Election held on November 3, 2020 and to approve all documents related to the canvass of election returns.

56. Discuss, consider and take appropriate action on possible payout of vacation accruals over 160 hours from March 19th through current for to be defined offices affected by COVID 19.

57. Discuss, consider, and take appropriate action to update the Williamson County Fire Code, pursuant to Tex. Local Gov't § 233.061, effective November 17, 2020.

58. Discuss, consider, and take appropriate action to adopt a Fee Schedule for services provided by Williamson County Fire Marshal's Office, pursuant to Tex. Local Gov't § 233.065, effective November 17, 2020.

59. Discuss, consider and take appropriate action on approving an Interlocal Agreement between Williamson County and the Greater Orlando Aviation Authority, Florida, authorizing Cooperative Procurement between both entities and authorizing execution of the agreement.

60. Discuss, consider and take appropriate action on approving purchase for Dell PowerStorage Solution from Presidio to include Isilon and Networking Services as well as Compellent Replacement in the total amount of $1,360,897.63, and authorizing the execution of all related documents.

61. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Charter Communications Operating, LLC/Spectrum to provide the installation of Fiber Internet to the Commissioner Pct. 4 Office located at 3001 Joe DiMaggio Blvd, Unit Suite 1300, Round Rock, TX 78665 in the amount of $299.99 a month, with a $199.00 Fiber installation fee, exempting the item from competitive bidding requirements as per Texas Local Govt. Code Discretionary Exemption 262.024(a)(7)(C) and authorizing execution of the agreement.

62. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Presidio Networked Solutions Group, LLC to provide the solution for Barracuda Cloud to Cloud backup service per TIPS Contract #180501 for a term of five (5) years in the amount of $115,689.00 and authorizing execution of the purchase.

63. Discuss, consider and take appropriate action on approving the purchase between Williamson County and Dell Marketing L.P. to authorize the bulk order purchase for various departments in the amount of $255,263.87 per the terms of DIR Contract #DIR-TSO-3763.

64. Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances to approve a budget amendment for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0576.004103	GISD Residential Services	$33,325.80

65. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for various departments.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0475.004229	CA/State aw Enforc Training	$4,075.44
	0100.0440.004229	DA/State Law Enforc Training	$1,216.87
	0100.0560.004229	SO/St Law Enforc Training	$61,026.59
	0100.0570.004229	Jail/St law Enforc Training	$4,174.92
	0100.0551.004229	Const 1/St Law Enforc Training	$5,633.44
	0100.0552.004229	Const 2/St Law Enforc Training	$4,813.48
	0100.0553.004229	Const 3/St Law Enforc Training	$11,099.57
	0100.0554.004229	Const 4/St Law Enforce Trainin	$4,256.59

66. Discuss, consider and take appropriate action on a line item transfer for the Sheriff State and Local Forfeiture Funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0410.0413.004541	Vehicle Repairs & Maintenance	$477.30
To	0410.0413.004414	Vehicle Insurance	$477.30

67. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2020 donation dollars for Veteran Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Use of Donations	$1,855.38

68. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2020 donation dollars for the Justice of the Peace Precinct #2.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0452.003670	Use of Donations	$200.00

69. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2020 donation dollars for EMS.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.003670	Use of Donations	$37,396.31

70. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2020 donation dollars for the Parks Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$6,688.01

71. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2020 donation dollars for the Sheriff's Office donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003670	Use of Donations	$18.20
	0100.0560.003671	Use of V.A. Donations	$551.96

72. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2020 donation dollars for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0576.003670	Use of Donations	$329.73

73. Consideration and action with Respect to "Order Authorizing the Issuance of Williamson County, Texas Limited Tax Refunding Bonds in One or More Series; Levying an Ad Valorem Tax in Support of the Bonds; Approving the Forms of Paying Agent/Registrar Agreements, the Forms of Purchase Agreements and Escrow Agreements; Establishing the Procedures for Selling and Delivering One or More Series of the Bonds; and Authorizing Other Matters Relating to the Bonds."

74. 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.

75. Discuss, consider and take appropriate action on approving a Wilco Forward Phase III Community Services Agreement Addendum between Williamson County and Round Rock Area Serving Center in relation to the Wilco Forward Grant Program that is funded through the CARES Act for response to the Coronavirus Disease (COVID 19) pandemic.

76. Discuss, consider and take appropriate action on approving an increase to the funding for Emergency Service Districts relating to Coronavirus Aid, Relief, and Economic Security (CARES) Act in the amount of $1,200,000.

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

78. Receive the November 2020 Construction Summary Report and PowerPoint Presentation.

79. Discuss, consider and take appropriate action on approving a license agreement with Bar W Ranch HOA for the Bar W Ranch Phase 1 subdivision - Precinct 2.

80. Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of -$158,852.09 for CR 278 (Bagdad Road) at CR 278 (Champion Site Prep), a Road Bond project in Commissioner Pct. 2.
P: 438 Funding: Road Bond

81. Discuss, consider, and take any appropriate action regarding a Texas Historical Commission Antiquities Permit Application required as part of the Due Diligence Investigations on the Liberty Hill Bypass Road Bond Project.

82. Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the Bartlett and Coupland Streets contract between Williamson County and CONSOR Engineers, LLC relating to the 2019 Road Bond Program. Project: P369. Fund Source: Road Bonds.

83. Discuss, consider and take appropriate action on a Contract Amendment No. 3 to the CR 366 contract between Williamson County and Garver, LLC relating to the 2019 Road Bond Program. Project: P296. Fund Source: Road Bonds.

84. Discuss, consider and take appropriate action on a real estate contract with Jack Dale Hall and Cynthia D. Surles-Hall for right of way needed on the CR 366 project (Parcel 14). Funding Source: Road Bonds P296

85. Discuss, consider and take appropriate action on a real estate contract with S. Dowdy Inc. for right of way needed on the CR 366 project (Parcel 4). Funding Source: Road Bonds P296

86. Discuss, consider and take appropriate action on a real estate contract with Nelson Homestead Family Partnership, LTD. for right of way needed on the CR110 Middle project (Parcels 8M, 9M-Part 1 and 9M-E-Part 1). Funding Source: Road Bonds P261

87. Discuss, consider and take appropriate action on a Claim for Actual Moving Expenses from Grace Hernandez for personal property moved to the remainder tract on the CR 111 project, Parcel 44DE acquisition. Funding Source: Road Bonds P249

88. Discuss, consider and take appropriate action on a Claim for Fixed Moving Expenses with Thomas and Melissa Diaz on the CR 176 Project, Parcel 5 acquisition. Funding Source: Road Bonds P241

89. Discuss, consider and take appropriate action on a Quitclaim Release of Easement for a 60-foot wide road easement, from the south r.o.w. line of CR 176 to the north r.o.w. line of Buck Bend in the Whitetail Subdivision.

90. Discuss, consider and take appropriate action on Williamson County's ongoing relationship with the Williamson County and Cities Health District and establishing a committee for said evaluation.

91. Discuss, consider and take appropriate action on establishing a committee of three (3) for the redistricting of Williamson County.

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)."

92. 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 CR 110 Middle.
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 White Oak Quitclaim Release of Easement

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

93. 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

n) Project Crystal

94. 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) 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.

g) 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
h) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
i) 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.
j) 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.
k) 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
l) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
m) 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.
n) Claim of Regina Wright.
o) 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.
p) 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.
q) 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.
r) Case Number 1:20-cv-01068-LY*; Javier Ambler, Sr., et al. v. Williamson County, Texas*, , In the United States District Court for the Western District of Texas, Austin Division.
s) Case 1:20-cv-00927-LY; Heather Vargas v. Williamson County, Texas; In The United States District Court for the Western District Of Texas Austin Division.
t) 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.
u) 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.
v) Cause No. 20-1213-C368; Michael Klier v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas.
w) Cause No. 3SC-20-0114; City Of Leander, by and through Texas Municipal League Intergovernmental Risk Pool As Subrogee, v. Williamson County; In The Justice Court Precinct 3 of Williamson County, Texas.
x) Legal matters relating to Bailey Park Subdivision, Jarrell, Texas.
y) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
z) Claim of the Estate of Okey Floyd Jones, Sr.

95. 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).

96. Discuss and take appropriate action concerning economic development.

97. Discuss and take appropriate action concerning real estate.

98. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Employee/personnel related matters
d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
e) Civil Action; American Stewards of Liberty, et al. v. David Bernhardt, et al., In the Western District Court, Western District of Texas, Austin Division.
f) 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.
g) 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
h) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
i) 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.
j) 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.
k) 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
l) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
m) 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.
n) Claim of Regina Wright.
o) 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.
p) 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.
q) 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.
r) Case Number 1:20-cv-01068-LY*; Javier Ambler, Sr., et al. v. Williamson County, Texas*, , In the United States District Court for the Western District of Texas, Austin Division.
s) Case 1:20-cv-00927-LY; Heather Vargas v. Williamson County, Texas; In The United States District Court for the Western District Of Texas Austin Division.
t) 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.
u) 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.
v) Cause No. 20-1213-C368; Michael Klier v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas.
w) Cause No. 3SC-20-0114; City Of Leander, by and through Texas Municipal League Intergovernmental Risk Pool As Subrogee, v. Williamson County; In The Justice Court Precinct 3 of Williamson County, Texas.
x) Legal matters relating to Bailey Park Subdivision, Jarrell, Texas.
y) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
z) Claim of the Estate of Okey Floyd Jones, Sr.

99. 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.

100. 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 13th day of November 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: 11/17/2020

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for vehicle insurance for multiple county departments.

Background

Each year HR provides departments with an estimate for vehicle insurance. Due to an increase in rates and surplus vehicles (no auction was held due to COVID), many vehicle insurance lines were insufficient. This transfer will move around remaining monies within the departments as well as use monies from Non-Departmental to fund the balance.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vehicle Insurance FY 21

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/10/2020 04:26 PM
Form Started By: Ashlie Koenig		Started On: 11/10/2020 04:20 PM
Final Approval Date: 11/10/2020		

LINE ITEM	TO	FROM
01.0100.0215.004414	$ 186.30	
01.0100.0341.004414		$ 2,910.70
01.0100.0440.004414	$ 826.30	
01.0100.0475.004414		$ 897.70
01.0100.0492.004414		$ 109.70
01.0100.0503.004414	$ 38.30	
01.0100.0509.004414	$ 477.30	
01.0100.0510.004414		$ 1,146.70
01.0100.0540.004414	$ 5,975.30	
01.0100.0541.004414		$ 1,433.70
01.0100.0542.004414		$ 339.70
01.0100.0551.004414	$ 320.30	
01.0100.0552.004414	$ 3,938.30	
01.0100.0553.004414	$ 4,153.30	
01.0100.0554.004414	$ 457.30	
01.0100.0560.004414	$ 35,056.30	
01.0100.0570.004414	$ 2,247.30	
01.0100.0572.004414	$ 87.30	
01.0100.0576.004414	$ 5,092.30	
01.0100.0581.004414		$ 1,083.70
01.0100.0587.004414		$ 302.70
01.0100.0661.004414		$ 505.70
01.0100.0665.004414	$ 265.30	
01.0100.0341.004414	$ 1,587.22	
01.0100.0409.004998		$ 51,978.12
SUBTOTAL	$ 60,708.42	$ 60,708.42
01.0882.0882.004414	$ 366.30	
01.0882.0882.004541		$ 366.30
01-0545-0545-004414	$ 374.30	
01-0545-0545-004541		$ 374.30
01-0200-0210-004414	$ 26,638.30	
01-0200-0210-005711		$ 26,638.30

Commissioners Court - Regular Session **5.**

Meeting Date: 11/17/2020

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

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

Background

The budget office received notice from the Auditor that two work comp lines are short. We are moving money between departments to cover the deficit.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0454-002050	JP#4/Work Comp	$543.69
To	0100-0492-002050	Elections/Work Comp	$22.66
To	0100-0540-002050	EMS/Work Comp	$521.03

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/12/2020 09:43 AM
Form Started By: Ashlie Koenig		Started On: 11/12/2020 09:38 AM
Final Approval Date: 11/12/2020		

Commissioners Court - Regular Session **6.**

Meeting Date: 11/17/2020

V/E Assets for Sale to Insurance 11.17.20

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 two (2) Chevy Tahoes and 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 Sale to Insurance 11.17.20

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/10/2020 04:44 PM
County Judge Exec Asst.	Andrea Schiele	11/10/2020 04:47 PM
Form Started By: Randy Barker		Started On: 11/04/2020 10:26 AM
Final Approval Date: 11/10/2020		

Reason for Status Change	ACCIDENT
Department	570 - Jail
County VIN/Serial Number	1GNLCDEC8LR296911
Equipment/Door Number	SB2050
License Plate	NPF2845
Year	2020
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	total loss after accident on 10/01/2020, 709 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 10/20/2020 2:26 PM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale to insurance
Fleet Comments	Travelers insurance declared a total loss
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 10/21/2020 7:25 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	Confirmed
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 10/23/2020 2:01 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 10/29/2020 10:52 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 10/29/2020 2:48 PM

Reason for Status Change	ACCIDENT
Department	560 - Sheriffs Office
County VIN/Serial Number	1FM5K7D88EGA80845
Equipment/Door Number	SB1460
License Plate	CYL2365
Year	2014
Make	FORD
Model	Explorer
Comments (mileage, mechanical issues, other info)	99, 114 mi. totaled after accident
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 10/10/2020 8:39 AM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale to insurance
Fleet Comments	Insurance declared a total loss
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 10/12/2020 7:31 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	Confirmed
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 10/22/2020 8:59 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 10/29/2020 10:54 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 10/29/2020 2:20 PM

Reason for Status Change	ACCIDENT
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLCDEC0JR253824
Equipment/Door Number	SB1865
License Plate	1370485
Year	2018
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	total loss after accident on 09/27/2020, last meter 54,646 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 10/20/2020 2:24 PM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale to insurance
Fleet Comments	Travelers insurance declared a total loss
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 10/21/2020 7:26 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	Confirmed
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 10/23/2020 2:03 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 10/29/2020 10:49 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 10/29/2020 2:54 PM

Commissioners Court - Regular Session **7.**

Meeting Date: 11/17/2020

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Position Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	11/12/2020 09:04 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 09:28 AM
Form Started By: Kayla Marek		Started On: 11/12/2020 08:53 AM
Final Approval Date: 11/12/2020		

Department	Position	Emp Num	Current Annual Salary	Merit%	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
Animal Services	Animal Health Technician.0215.001100.	15132	$ 32,468.80	3.00%	$ 974.06	MERIT	20-Nov-20
Animal Services	Adm Spec Animal Services.0193.001100.	15131	$ 29,411.20	2.50%	$ 735.28	MERIT	27-Nov-20
District Attorney	DA Felony Prosecutor III.0070.001100.Y	14338	$ 102,000.08	2.00%	$ 2,040.00	MERIT	27-Nov-20
District Attorney	DA Felony Prosecutor II.0063.001100.	14813	$ 98,570.68	2.00%	$ 1,971.41	MERIT	27-Nov-20
District Attorney	DA Legal Assistant II.1634.001100.Y	14081	$ 44,764.30	2.25%	$ 1,007.20	MERIT	27-Nov-20
District Attorney	DA Legal Assistant II.1797.001100.Y	14183	$ 42,154.74	2.27%	$ 954.85	MERIT	27-Nov-20
District Attorney	DA Felony Prosecutor I.0060.001100.	15348	$ 90,387.18	2.00%	$ 1,807.74	MERIT	27-Nov-20
District Attorney	DA Trial Division Chief.0071.001100.Y	15389	$ 123,293.04	2.00%	$ 2,465.86	MERIT	27-Nov-20
District Attorney	DA Lead Victim Asst Coord.1847.001100.N	10868	$ 58,741.80	2.00%	$ 1,174.84	MERIT	27-Nov-20
District Attorney	DA Chief Investigator.0055.001100.Y	1106	$ 105,790.36	3.00%	$ 3,173.71	MERIT	27-Nov-20
District Attorney	DA Felony Prosecutor III.0069.001100.Y	12979	$ 107,799.64	2.00%	$ 2,155.99	MERIT	27-Nov-20
District Attorney	DA Office Admin.0076.001100.Y	3455	$ 71,807.53	2.00%	$ 1,436.15	MERIT	27-Nov-20
District Attorney	DA First Assistant.0054.001100.Y	10627	$ 148,248.88	2.90%	$ 4,299.22	MERIT	27-Nov-20
District Attorney	DA Chief Office Admin.0053.001100.Y	1221	$ 73,247.46	3.00%	$ 2,197.42	MERIT	27-Nov-20
District Attorney	DA Felony Prosecutor I.1759.001100.	10467	$ 101,489.18	2.00%	$ 2,029.78	MERIT	27-Nov-20
District Attorney	DA Legal Assistant III.0081.001100.Y	14088	$ 46,455.57	2.00%	$ 929.11	MERIT	27-Nov-20
District Attorney	DA Felony Prosecutor III.1849.001100.N	13894	$ 104,973.96	2.00%	$ 2,099.48	MERIT	27-Nov-20
District Attorney	DA Felony Prosecutor II.0064.001100.	14181	$ 106,561.52	2.00%	$ 2,131.23	MERIT	27-Nov-20
District Attorney	DA Legal Assistant IV.1796.001100.	13524	$ 53,429.83	2.00%	$ 1,068.60	MERIT	27-Nov-20
District Attorney	DA Felony Prosecutor I.1791.001100.	14829	$ 87,176.18	2.00%	$ 1,743.52	MERIT	27-Nov-20
District Attorney	DA Victim Asst Coord.0074.001100.Y	14384	$ 46,499.90	2.00%	$ 930.00	MERIT	27-Nov-20
District Attorney	DA Appellate Div Chief.0083.001100.Y	14076	$ 120,015.74	2.90%	$ 3,480.46	MERIT	27-Nov-20
District Attorney	DA Felony Prosecutor III.1848.001100.N	14278	$ 107,019.90	3.00%	$ 3,210.60	MERIT	27-Nov-20
District Attorney	DA Legal Assistant IV.0077.001100.Y	14078	$ 52,915.62	2.00%	$ 1,058.31	MERIT	27-Nov-20
District Attorney	DA Felony Prosecutor II.0086.001100.	14089	$ 95,161.04	2.00%	$ 1,903.22	MERIT	27-Nov-20
District Attorney	DA Legal Assistant III.0080.001100.Y	11812	$ 47,948.28	3.00%	$ 1,438.45	MERIT	27-Nov-20
District Attorney	DA Intake Div Chief.1789.001100.Y	14111	$ 120,015.74	2.90%	$ 3,480.46	MERIT	27-Nov-20
District Attorney	DA Legal Assistant IV.0078.001100.Y	4683	$ 52,915.57	2.00%	$ 1,058.31	MERIT	27-Nov-20
District Attorney	DA Civil Division Chief.0072.001100.Y	14075	$ 120,601.26	2.00%	$ 2,412.03	MERIT	27-Nov-20
District Attorney	DA Legal Assistant III.0082.001100.Y	4496	$ 52,191.28	2.00%	$ 1,043.83	MERIT	27-Nov-20
District Attorney	DA Evidence Coordinator.1850.001100.	14931	$ 61,185.80	3.00%	$ 1,835.57	MERIT	27-Nov-20
District Attorney	DA Felony Prosecutor I.0061.001100.	14814	$ 82,004.00	2.00%	$ 1,640.08	MERIT	27-Nov-20

MOT GRANTS - Payroll	Lead Crisis Paramedic Grant.1710.001100.	12217	$ 67,244.51	2.00%	$ 1,344.89	MERIT	20-Nov-20

				(TO)	(FROM)	
entity	fund	dept	object	dr	cr	
01	0545	0545	001100	1709.34		
01	0545	0545	001130		1709.34	
01	0100	0440	001100	58177.43		
01	0100	0440	001130		58177.43	
01	0100	0542	001100		3922.72	Reverse Merit listed twice / not given
01	0100	0542	002010		300.09	Reverse Merit listed twice / not given
01	0100	0542	002020		571.15	Reverse Merit listed twice / not given
01	0100	8004	001130	3922.72		Reverse Merit listed twice / not given
01	0100	8004	002010	300.09		Reverse Merit listed twice / not given
01	0100	8004	002020	571.15		Reverse Merit listed twice / not given

Department	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0451-Justice of the Peace Pct. 1	0978	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Title and Grade change only: Court Clerk I (B18) to Court Clerk II (B19)	11/13/2020
0435 - All District Courts	1905	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Grade change only: B38 to B40	11/27/2020
0440-District Attorney	0064	14181	$106,561.52	$106,561.52	$106,561.52	$102,000.08	$4,561.44	N/A	Reallocation of position budget to facilitate internal transfer as allowed by policy. Surplus salary moving to PCN 0070	11/27/2020
0440-District Attorney	0070	14338	$102,000.08	$102,000.08	$102,000.08	$106,561.52	N/A	$4,561.44	Reallocation of position budget to facilitate internal transfer as allowed by policy. Surplus salary from PCN 0064	11/27/2020
0495 - Auditor's Office	0638	Vacant	N/A	N/A	$ 59,379.06	$58,799.02	$580.04	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary moving to PCN 0631	11/20/2020
0495 - Auditor's Office	0631	15419	$41,218.05	N/A	$ 42,447.17	$43,027.21	N/A	$580.04	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 0638	11/20/2020
0510 Parks	1693	14518	$41,178.02	N/A	$42,802.24	$41,178.02	$1,624.22	N/A	Reallocation of position budget. Surplus salary moving to PCN 1922	11/20/2020
0510 Parks	1922	Vacant	N/A	N/A	$28,017.60	$29,641.82	N/A	$1,624.22	Reallocation of position budget. Surplus salary from PCN 1693	11/20/2020

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **8.**

Meeting Date: 11/17/2020

Justice of the Peace 3 OCTOBER 2020 Monthly Report

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

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, October 2020 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

October 2020 - CCP103

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/06/2020 10:51 AM
Form Started By: Mary Alcala		Started On: 11/06/2020 10:46 AM
Final Approval Date: 11/06/2020		

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 Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of October, 2020.

JUSTICE COURT PRECINCT 3 WILLIAMSON COUNTY, TEXAS

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 3rd day of November 2020, to certify which witness my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
P. KAMMERER
Notary Public, State of Texas
Comm. Expires 09-11-2023
Notary ID 132168296

NOTARY PUBLIC
in and for the State of Texas

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **10/01/2020 - 10/31/2020** Case Categories: **Criminal**
Locations: **JP3** Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207013 - Due to City of Jarrell	L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell	11.00
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	2,175.69
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	679.15
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	130.46
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	2,886.48
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	838.00
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	67,709.43
	0100 - General Fund Total:	**74,430.21**
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	236.48
	0361 - JP Security Fund Total:	**236.48**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	50.00
	0365 - Child Safety Fund Total:	**50.00**
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	295.47
	0367 - JP-3 Truancy Program Fund Total:	**295.47**
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	236.41
	0372 - Justice Court Technology Fund Total:	**236.41**

Payment Report - G/L and Fund Summary

Transaction Date: **10/01/2020 - 10/31/2020** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	106.88
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	2,298.14
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	229.84
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	344.70
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	279.54
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	3.76
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	476.99
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	114.91
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	375.00
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	956.35
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	5,255.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	210.49
	0399 - State Agency Fund Total:	**10,651.60**
	Fee Totals for All Funds:	**85,900.17**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **10/01/2020 - 10/31/2020** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFCA3	Arrest/Service Fee - Const. Pct. 3	15.00	3	0.00	0	0.00	0	15.00	3
AFDPS	Arrest Fee - DPS (CCP 102.011)	211.72	65	0.00	0	0.00	0	211.72	65
AFJP	Arrest Fee - Jarrell Police Department (CCP 102.011)	11.00	4	0.00	0	0.00	0	11.00	4
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	62.78	17	0.00	0	0.00	0	62.78	17
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	2,298.14	85	0.00	0	0.00	0	2,298.14	85
CFINE	County Fine	67,709.43	557	0.00	0	0.00	0	67,709.43	557
CHS	Courthouse Security Fee (CCP 102.017)	177.34	88	0.00	0	0.00	0	177.34	88
CHSJC	JP Security Fee (CCP 102.017)	59.14	88	0.00	0	0.00	0	59.14	88
COLLFEE	Collection Agency Fee	2,175.69	43	0.00	0	0.00	0	2,175.69	43
COPY	Copies	8.49	3	0.00	0	0.00	0	8.49	3
CSSF	Child Safety School Fee (CCP 102.014(c))	50.00	2	0.00	0	0.00	0	50.00	2
DDF	Deferred Disposition Fee	2,777.90	30	0.00	0	0.00	0	2,777.90	30
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	15.04	3	0.00	0	0.00	0	15.04	3
FNTC1	Child Safety Seat Fine Trauma Center	375.00	6	0.00	0	0.00	0	375.00	6
IDF	Indigent Defense Fee (LGC 133.107)	114.91	85	0.00	0	0.00	0	114.91	85
JCTF	Justice Court Technology Fee (CCP 102.0173)	236.41	88	0.00	0	0.00	0	236.41	88
JFR	Jury Reimbursement Fee (CCP 102.0045)	229.84	85	0.00	0	0.00	0	229.84	85
JTP	Juvenile Truancy Program (CCP 102.0174)	295.47	88	0.00	0	0.00	0	295.47	88
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	53.44	81	0.00	0	0.00	0	53.44	81
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	53.44	81	0.00	0	0.00	0	53.44	81
JUSFC	Judicial Support Fund - County (LGC 133.105)	34.45	85	0.00	0	0.00	0	34.45	85
JUSFS	Judicial Support Fund - State (LGC 133.105)	310.25	85	0.00	0	0.00	0	310.25	85
MVF	Moving Violation Fee (CCP 102.022)	3.76	57	0.00	0	0.00	0	3.76	57
OMNI	OMNI Fee	191.28	47	0.00	0	0.00	0	191.28	47
OMNIC	OMNI Fee - County	127.50	47	0.00	0	0.00	0	127.50	47
OMNIS	OMNI Fee - State	637.57	47	0.00	0	0.00	0	637.57	47
SFC3	Service/Arrest Fee - Const. 3	40.00	8	0.00	0	0.00	0	40.00	8
SFMCWV	State Fine - Motor Carrier Weight Violation	5,255.00	7	0.00	0	0.00	0	5,255.00	7
SFOC	Service Fee - Out of County	10.00	2	0.00	0	0.00	0	10.00	2

Payment Report - Fee Code Summary

Transaction Date: **10/01/2020 - 10/31/2020** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
STF	State Traffic Fee (TC 542.4031)	476.99	32	0.00	0	0.00	0	476.99	32
TPC	Time Payment Fee - County	65.85	12	0.00	0	0.00	0	65.85	12
TPS	Time Payment Fee - State	144.64	24	0.00	0	0.00	0	144.64	24
TPWF	Texas P&W Fine	679.15	8	0.00	0	0.00	0	679.15	8
UFA	Uniform Traffic Act (TC 542.403)	75.05	43	0.00	0	0.00	0	75.05	43
WARC3	Warrant Fee - Constable Pct. 3	783.00	25	0.00	0	0.00	0	783.00	25
WCSO	Williamson County Sheriff	67.68	3	0.00	0	0.00	0	67.68	3
WFDPS	Warrant Fee - DPS	67.82	3	0.00	0	0.00	0	67.82	3

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	85,900.17	2,037	0.00	0	0.00	0	85,900.17	2,037

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **10/01/2020 - 10/31/2020** Case Categories: **Civil**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	3,343.00
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	4,380.00
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-3-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	645.00
	0100 - General Fund Total:	**8,368.00**
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-3-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	1,290.00
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-3-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	774.00
	0399 - State Agency Fund Total:	**2,064.00**
	Fee Totals for All Funds:	**10,432.00**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **10/01/2020 - 10/31/2020** Case Categories: **Civil**
Locations: **JP3**

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

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
AB	Abstract	25.00	3	0.00	0	0.00	0	25.00	3
CCFF	Counter/Cross Claim Filing Fee	75.00	3	0.00	0	0.00	0	75.00	3
CCOP	Civil Copies	11.00	9	0.00	0	0.00	0	11.00	9
CERT	Certified Copy	15.00	3	0.00	0	0.00	0	15.00	3
CONT3	Constable Service Fee Pct #3	3,780.00	44	0.00	0	0.00	0	3,780.00	44
EFF	Electronic Filing Fee	1,290.00	129	0.00	0	0.00	0	1,290.00	129
ISF	Indigent Legal Services Fee	774.00	129	0.00	0	0.00	0	774.00	129
JCF	Civil Filing Fee	3,050.00	122	0.00	0	0.00	0	3,050.00	122
JCTF	Judicial/Court Training Fee Due to State	645.00	129	0.00	0	0.00	0	645.00	129
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
SCFF	Small Claims Filing Fee	100.00	4	0.00	0	0.00	0	100.00	4
TOW	Towing Filing Fee	20.00	1	0.00	0	0.00	0	20.00	1
WGAR	Writ of Garnishment	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	20.00	4	0.00	0	0.00	0	20.00	4
WSF3	JP3 - Writ Service Fee	600.00	4	0.00	0	0.00	0	600.00	4
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		10,432.00	586	0.00	0	0.00	0	10,432.00	586

Commissioners Court - Regular Session **9.**

Meeting Date: 11/17/2020

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

October report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/09/2020 09:50 AM
Form Started By: Stephanie Lloyd		Started On: 11/09/2020 09:47 AM
Final Approval Date: 11/09/2020		

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 October, 2020.

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

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

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas

NOTARY PUBLIC 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	01-Oct-2020	29299	2020-1452	$ 127.89
			07-Oct-2020	29320	2019-0885	$ 700.00
			16-Oct-2020	29358	2019-6635 2019-6497	$ 2,060.00
			20-Oct-2020	29367	2020-1833	$ 60.00
			29-Oct-2020	29396	2019-6712, 2020-0357, 2020-0719	$ 180.00
		CO ATTY 2	08-Oct-2020	29325	2020-0269 2020-0123	$ 120.00
207015 Total						**$ 3,247.89**
341300	0406	CO ATTY HC FEES	08-Oct-2020	29325	405.93	$ 405.93
341300 Total						**$ 405.93**
351000	0364	CO ATTY INTERVENTION	05-Oct-2020	29309	2019-2612 2020-1297	$ 477.00
			06-Oct-2020	29313	2020-1300 $500.00 2020-1297 -$177.00	$ 383.00
			07-Oct-2020	29320	2020-0269 2020-0123 2019-3387	$ 1,360.00
			09-Oct-2020	29332	2019-4343 2019-4625 2019-5514 2020-1008	$ 1,720.00
			12-Oct-2020	29343	2019-5703 2019-6307 2020-0763	$ 1,220.00
			15-Oct-2020	29353	2019-6378	$ 500.00
			16-Oct-2020	29358	2019-6481 2019-6635 2020-0065 2020-0857 2020-1596 2020-2037	$ 3,000.00
			19-Oct-2020	29363	2020-1833	$ 360.00
			21-Oct-2020	29371	2019-6793 2019-4459	$ 1,000.00
			28-Oct-2020	29390	2019-5488 2020-0892 2019-6156	$ 1,500.00
			30-Oct-2020	29399	2020-0719 2020-0815 2019-6712 2020-1833 2019-5165	$ 2,080.00
351000 Total						**$ 13,600.00**
352200	0100	CO ATTY	15-Oct-2020	29353	20-0616-CC1, 20-0651-CC3	$ 2,800.00
			23-Oct-2020	29378	18-00858-2 AND 19-04483-2	$ 2,356.00
		CO ATTY 1	08-Oct-2020	29325	20-0677-CC1 PAYNE, RYAN KELLER	$ 2,400.00
352200 Total						**$ 7,556.00**
Grand Total						**$ 24,809.82**

Criminal Restitution October 2020

9/29/2020	Alejandro Luna	**$ 127.89**	2020-1452	10/1/2020
		$ 127.89		
10/5/2020	Noah Barrios	**$ 700.00**	2019-0885	10/6/2020
		$ 700.00		
10/7/2020	Skylar Barrilleaux	**$ 60.00**	2020-0269	10/8/2020
10/7/2020	Jailene Betancourt	**$ 60.00**	2020-0123	10/8/2020
		$ 120.00		
10/14/2020	Andrew Garza	**$ 60.00**	2019-6635	10/15/2020
10/14/2020	Heather Neely	**$ 2,000.00**	2019-6497	10/15/2020
		$ 2,060.00		
10/17/2020	Jose L Rangel	**$ 60.00**	2020-1833	10/20/2020
		$ 60.00		
10/28/2020	Gabriela Rodriguez	**$ 60.00**	2020-0719	10/29/2020
10/28/2020	Renato Galisi Vivacqua	**$ 60.00**	2020-0357	10/29/2020
10/28/2020	Mitchel Christopher Hornecker	**$ 60.00**	2019-6712	10/29/2020
		$ 180.00		

Disbursement Summary

Collection Date Range: **09/01/2020 - 09/30/2020** **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	405.93	0.00	0.00	0.00	405.93

Disbursement Summary Totals	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
	405.93	0.00	0.00	0.00	405.93

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
18-00036	GARCIA, GUSTAVO M. (PID #: 572748)	CHKFEE	30.00	0.00	0.00	0.00	30.00
18-00133	Bolanos, Leopoldo (PID #: 1531293)	CHKFEE	75.00	0.00	0.00	0.00	75.00
20-00075	(PID #: 1382967)	CHKFEE	15.00	0.00	0.00	0.00	15.00
20-00076	Figueroa, Sonia B (PID #: 1382967)	CHKFEE	15.00	0.00	0.00	0.00	15.00
20-00083	Shannon, Monica Dawn (PID #: 1265524)	CHKFEE	10.00	0.00	0.00	0.00	10.00
20-00084	Shannon, Monica Dawn (PID #: 1265524)	CHKFEE	15.00	0.00	0.00	0.00	15.00
20-00088	Mercado, John C (PID #: 1443092)	CHKFEE	30.00	0.00	0.00	0.00	30.00
20-00089	Lim, Lyvinna (PID #: 1606821)	CHKFEE	50.00	0.00	0.00	0.00	50.00
20-00090	Hudgins, Annie M (PID #: 578661)	CHKFEE	15.00	0.00	0.00	0.00	15.00
20-00094	Guerrero, Marsha (PID #: 1702317)	CHKFEE	0.93	0.00	0.00	0.00	0.93
20-00095	Guerrero, Marsha (PID #: 1702317)	CHKFEE	15.00	0.00	0.00	0.00	15.00
20-00097	Solis, Johnny (PID #: 337717)	CHKFEE	75.00	0.00	0.00	0.00	75.00
20-00102	Dravigne, Reed L (PID #: 338387)	CHKFEE	15.00	0.00	0.00	0.00	15.00
20-00103	Humphreys, Gayle Mcgaha (PID #: 241198)	CHKFEE	30.00	0.00	0.00	0.00	30.00
20-00107	Martinez, Steve (PID #: 338719)	CHKFEE	15.00	0.00	0.00	0.00	15.00
Totals:			**405.93**	**0.00**	**0.00**	**0.00**	**405.93**

PTI October 2020

9/30/2020	Megan Randal	$ 360.00	2019--2612	10/2/2020
9/30/2020	Brennan Cooper	$ 117.00	2020-1297	10/2/2020
		$ 477.00		
10/2/2020	Eric Perkins	$ 500.00	2020-1300	10/5/2020
10/5/2020	**Brennan Cooper**	**$ (117.00)**	**2020-1297**	**10/5/2020**
		$ 383.00		
10/5/2020	Skylar Michael Barrilleaux	$ 500.00	2020-0269	10/7/2020
10/5/2020	Jailene Marie Betancourt	$ 500.00	2020-0123	10/7/2020
10/6/2020	Bonita Corpus Duarte	$ 360.00	2019-3387	10/7/2020
		$ 1,360.00		
10/7/2020	Wendy Walker	$ 360.00	2019-4343	10/9/2020
10/7/2020	Reginald Pitts	$ 500.00	2020-1008	10/9/2020
10/8/2020	Dustin Cox	$ 500.00	2019-4625	10/9/2020
10/8/2020	Joe Mora	$ 360.00	2019-5514	10/9/2020
		$ 1,720.00		
10/9/2020	Roberta Jo Kovar	$ 360.00	2019-6307	10/12/2020
10/9/2020	Adam Jimenez	$ 500.00	2020-0763	10/12/2020
10/11/2020	Arlex Londono	$ 360.00	2019-5703	10/12/2020
		$ 1,220.00		
10/12/2020	James Todd Fanning	$ 500.00	2019-6378	10/14/2020
		$ 500.00		
10/14/2020	Hector Gonzalez	$ 500.00	2019-6481	10/16/2020
10/14/2020	Andrew Garza	$ 500.00	2019-6635	10/16/2020
10/14/2020	Justin Lawless	$ 500.00	2020-0065	10/16/2020
10/15/2020	Matthew Santschi	$ 500.00	2020-0857	10/16/2020
10/15/2020	Roberto Bernal	$ 500.00	2020-1596	10/16/2020
10/15/2020	Leon Hrnci	$ 500.00	2020-2037	10/16/2020
		$ 3,000.00		
10/16/2020	John Harold Barnes	$ 360.00	2020-1998	10/19/2020
		$ 360.00		
10/19/2020	Douglas Ray Thysser	$ 500.00	2019-6793	10/21/2020
10/20/2020	Reyes Torres	$ 500.00	2019-4459	10/21/2020
		$ 1,000.00		
10/26/2020	Matthew Swenson	$ 500.00	2019-5488	10/28/2020
10/26/2020	Marica Perry-Dominick	$ 500.00	2020-0892	10/28/2020
10/27/2020	Ifeyinwa Adams	$ 500.00	2019-6156	10/28/2020
		$ 1,500.00		
10/28/2020	Gabriela Rodriguez	$ 500.00	2020-0719	10/30/2020
10/28/2020	Trenton Sander	$ 360.00	2020-0815	10/30/2020
10/28/2020	Mitchel Hornecker	$ 360.00	2019-6712	10/30/2020
10/29/2020	Jose Rangel	$ 500.00	2020-1833	10/30/2020
10/29/2020	Jevonte Chambers	$ 360.00	2019-5165	10/30/2020
		$ 2,080.00		

Commissioners Court - Regular Session **10.**

Meeting Date: 11/17/2020

Idemia

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the addendum between Idemia Identity & Security and Williamson County for Annual Help Desk Maintenance Services to support the operations of the Williamson County Attorney's Office, and authorizing the execution of the agreement.

Background

The addendum is for the continuation of annual help desk maintenance for the County Attorney's Live Scan Finger Printing system. This expenditure is for $5,538.00 and will be charged to 01.0100.0475.004505. Funding was approved in the FY21 budget. Department point of contact is Stephanie Lloyd.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Idemia

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/11/2020 10:06 AM
County Judge Exec Asst.	Andrea Schiele	11/11/2020 08:01 PM
Form Started By: Mary Watson		Started On: 11/05/2020 02:48 PM
Final Approval Date: 11/11/2020		

IDEMIA IDENTITY & SECURITY USA LLC
SYSTEM MAINTENANCE TERMS AND CONDITIONS
for use with
U.S. End User Customers
covering
Idemia® Live Scan Product Line

I. GENERAL SCOPE OF COVERAGE

Subject to payment in full of the applicable maintenance fees for the system ("System") described in Idemia Identity & Security USA LLC's ("Idemia") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), Idemia, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Agreement") and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

II. MAINTENANCE SERVICES

The Services provided by Idemia are those services selected by Customer from one or more of the following maintenance services programs:

A. Included With All Remedial Maintenance Services. *Included With All Remedial Maintenance Services* are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the Idemia TouchCare Support Center via Idemia toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Idemia's technical support staff to resolve unique problems.
- Idemia shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become Idemia's property. Idemia shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by Idemia, replacement parts and components needed at international destinations shall be shipped by Idemia to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event Idemia ships replacement parts and components to an international destination, the Customer shall be responsible for all shipping expenses, duties, tariffs, taxes, and all other delivery related charges.
- Idemia shall make available to Customer one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by Idemia and for which Idemia, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current Idemia Maintenance Agreement Addendum. Customer shall provide Idemia with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and Idemia shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services* Customers, then Idemia shall install the Update during any subsequently scheduled on-site visit by Idemia for service of the System. An "Update" means a new release of such System software components that are developed by Idemia which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

B. 24/7 Maintenance Services. Idemia's *24/7 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Idemia's Help Desk.
- Idemia's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. Idemia shall use its best efforts to have a Idemia field service engineer at the Customer's facility within four (4) hours from the time the engineer is dispatched by Idemia's Help Desk for customers located within a 100 mile radius of an authorized Idemia's service location and within 24 hours for customers located outside such 100 mile radius.

- At no additional charge (provided Customer has granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site), Idemia will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of Idemia's Development Management Team, require a significant development or deployment effort.** Generally, a *significant development effort* is one that takes Idemia more than one full business day to develop, and a *significant deployment effort* is one that requires Idemia's deployment of one or more of its field service engineers to more than five (5) Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. Idemia's *9/5 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with Idemia's Help Desk.
- Idemia's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. Idemia shall use its best efforts to have an Idemia's field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by Idemia's Help Desk if Customer's facility is located within a 100 mile radius of an authorized Idemia's service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon Idemia's acceptance of Customer's request for after hours service, Customer shall pay for such after hours service on a time and materials basis at Idemia's then current rates.
- At no additional charge (provided Customer has granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site), Idemia will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of Idemia's Development Management Team, require a significant development or deployment effort.** Generally, a *significant development effort* is one that takes Idemia more than one full business day to develop, and a *significant deployment effort* is one that requires Idemia's deployment of one or more of its field service engineers to more than five (5) Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. Idemia's *Help Desk Maintenance Services* are as follows:

- The Services do not include any Idemia on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the Idemia Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) Idemia trained System manager on the Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with Idemia's periodic requirements. Unless otherwise agreed in writing by Idemia, the Customer shall be responsible for the installation of each Update.
- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Idemia's Help Desk.

- Idemia shall furnish all parts and components necessary for the maintenance of the System. Idemia's shipment of a replacement part to Customer will be initiated promptly after the Idemia's Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by Idemia to be returned to Idemia, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to Idemia within two (2) weeks after receipt of the replacement part. Idemia is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]
- Upon Customer's request for Idemia on-site service, Idemia shall use its best efforts to have a Idemia field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by Idemia's Help Desk. Customer shall pay for such on-site service on a time and travel basis at Idemia's then current rates and travel policies, respectively. Prior to dispatch of a Idemia engineer, Customer shall provide Idemia with a purchase order ("P.O."), complete Idemia's P.O. Waiver form, or provide Idemia with a valid credit card number.

E. Preventive Maintenance Services. Idemia's *Preventive Maintenance Services* are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with Idemia's specifications for such System. Idemia and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.
- Preventive maintenance service calls are only available in connection with Idemia's 24/7 Maintenance Services and Idemia's 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per call basis in accordance with Idemia's then current published prices for such Services. Preventive Maintenance Services may not be available for certain System components.

III. EXCLUSIONS FROM SERVICES

A. Exclusions. The Services do not include any of the following:

- System relocation.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Idemia's control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than Idemia's authorized service representatives, or if parts, accessories, or components not authorized by Idemia are fitted to the System.
- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by Idemia to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the Customer's expense.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in Idemia's System documentation.

B. Availability of Additional Services. At Customer's request, Idemia may agree to perform the excluded services described immediately above in accordance with Idemia's then current rates. Other excluded services that may be agreed to be performed by Idemia shall require Idemia's receipt of a Customer P.O., Customer's completion of Idemia's P.O. Waiver form, or Customer providing Idemia with a valid credit card number before work by Idemia is commenced.

C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by Idemia before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. Idemia's inspection will be billed at Idemia's current inspection rate plus travel expenses and parts (if any required).

D. Third Party Hardware and Software. Customer shall be solely responsible for obtaining from Idemia or an Idemia authorized or identified vendor, at Customer's sole expense: (i) all Idemia and third party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. Idemia will specify the hardware and third party software requirements for any Updates.

IV. SERVICE CALLS

Customer may contact Idemia's TouchCare Support Center by calling 1-888-HELP-IDX (888-435-7439). Service calls under this Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

V. TERM AND TERMINATION

This term of this Agreement shall commence upon Idemia's receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and Idemia's receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

VI. FEES FOR SERVICES

A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be Idemia's current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of Idemia's invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of Idemia, and Customer agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay Idemia's fees for Services or parts as provided hereunder when due: (i) Idemia may suspend performance of its obligation to provide Services until the account is brought current; and (ii) Idemia may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay Idemia's costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

Idemia shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, IDEMIA HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL IDEMIA'S AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR IDEMIA'S SERVICES ACTUALLY PAID BY CUSTOMER TO IDEMIA UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL IDEMIA BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND IDEMIA'S REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

VIII. LIMITED LICENSE TO UPDATES

Idemia may deliver Idemia-developed Updates to Customer. The terms of Idemia's end user license for the Idemia's software delivered as part of the System shall govern Customer's use of the Updates.

IX. MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the Commonwealth of Massachusetts, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of Idemia and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of Idemia.

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.

Right to Audit: Idemia 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 Idemia which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Idemia agrees that licensee shall have access during normal working hours to all necessary Idemia 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 Idemia reasonable advance notice of intended audits. Licensee shall comply with all Idemia security protocols while in Idemia Facilities.

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 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.

T**exas 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 County's rights.

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

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

Idemia Identity & Security USA LLC

Signature:

Title: Vice President

Date: 11/4/2020

Williamson County

Signature:

Title:

Date:

Commissioners Court - Regular Session **11.**

Meeting Date: 11/17/2020

TransUnion Risk

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on revising an agreement previously approved on November 3, 2020, under Agenda Item #24, between TransUnion Risk and Alternative Data Solutions, Inc. (TRADS) and Williamson County for a customized search and locate tool for law enforcement agents in the amount of $100.00 per month and authorizing the execution of the revised agreement.

Background

***This agreement is the same as the one already approved at the November 3rd meeting, however the vendor has required the revised dates.** This service is for the Williamson County Attorney's Office for the latest, most accurate data to ensure that proper identification is made while using multi-jurisdictional search tools designed for law enforcement. The cost for this is $100.00 per month for 150 transactions per month for 12 months without auto-renewal. This expenditure will be charged to 01.100.0475.004210. Funding was approved in the FY21 budget. Department point of contact is Deputy Chief Investigator John McKinney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TransUnion

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/11/2020 10:11 AM
County Judge Exec Asst.	Andrea Schiele	11/11/2020 08:02 PM
Form Started By: Mary Watson		Started On: 11/06/2020 09:19 AM
Final Approval Date: 11/11/2020		

TransUnion

PRICING SUPPLEMENT

This Pricing Supplement and attached Pricing Sheet (collectively, the "Supplement") is incorporated into and supplements the then-current Law Enforcement Agency Subscriber Agreement ("Agreement") between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and the Agency. The Agency agrees as follows:

1. **Effective Date; Term.** The Effective Date of this Supplement is specified in the Pricing Sheet. This Supplement shall commence upon the Effective Date and continue for the period specified in the Pricing Sheet ("Supplement Term"). Upon expiration of the Supplement Term, the Agreement will continue in effect in accordance with the terms therein, absent this Supplement, subject to TRADS's then-current fees and charges for the TRADS Services accessed thereafter. TRADS reserves the right to terminate this Supplement for convenience at any time.

2. **Fees and Charges**. Agency agrees to be bound by this Supplement and agrees to pay all fees and charges set forth in the Pricing Sheet during the Supplement Term.

3. **Miscellaneous.** In the event of a conflict between the terms of this Pricing Supplement and any prior pricing supplement, agreement or understanding with respect the TRADS Services identified herein, the terms of this Pricing Supplement shall supersede, control and otherwise replace. In the event any one or more provisions of this Supplement, or the Pricing Sheet, is held to be invalid or unenforceable, the enforceability of any remaining provision(s) shall be unimpaired. All capitalized terms used but not defined in this Supplement will have the same meanings as defined in the Agreement. Except as provided in this Supplement, all other terms the Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of the Agreement and this Supplement, the terms of this Supplement will apply.

[Remainder of page intentionally left blank.
Signature page follows on the attached Pricing Sheet.]

TransUnion

PRICING SHEET
to Pricing Supplement

"Agency": Williamson County Attorney's Office - TX **Agency ID:** 14011 **TRADS Services:** TLOxp® Online - Non-Batch LE Flat Rate. **Effective Date:** 12/01/2020 **Supplement Term:** 12 month(s) without auto-renewal.	**Monthly Fee:** $ 100.00 **Number of Monthly Transactions:** 150 The Monthly Fee includes the above number of Monthly Transactions, subject to the Excluded Searches/Reports and Transactional Overage Pricing sections below. Unused Monthly Transactions do not rollover into a subsequent month.

EXCLUDED SEARCHES/REPORTS:

The Monthly Fee includes all searches and reports currently offered through the TRADS Services as of the Effective Date, except as follows. Any of the following searches and reports, if checked below, are excluded.

- ☒ **Social Media Comprehensive Report**
- ☐ **Social Media Basic Search**
- ☐ **Super Reverse Phone Lookup**
- ☐ **Relationship Report**
- ☒ **Driving Violations**
- ☐ **Real-Time Phone Carrier Search**
- ☒ **Vehicle Sightings via DRN**
- ☒ **CARFAX® Vehicle History Report**
- ☐ **Comprehensive Report – Person**
- ☐ **Comprehensive Report – Business**
- ☐ **Locate/Asset Report**
- ☐ **Address Report**
- ☐ **Global Watch List Search**
- ☐ **Phone Report**

The excluded searches and reports, as checked, are subject to TRADS' then-current fees and charges (unless a price is specified above) on a per Transaction basis, subject to Agency's data access rights. The fees and charges for Excluded Searches/Reports shall be in addition to the Monthly Fee. TRADS reserves the right to exclude future released searches and/or reports from the Monthly Fee.

TRANSACTIONAL OVERAGE PRICING:

Transactions exceeding the Number of Monthly Transactions specified above will be subject to TRADS' then-current fees and charges on a per Transaction basis, except as specified otherwise below and subject to Agency's data access rights. Transactional Overage Pricing shall be in addition to the Monthly Fee.

"Transactions" means any information returned by TRADS in response to a search query (whether in the form of search results or reports).

Agency acknowledges and agrees that Agency's signature on this page constitutes agreement to and acceptance of this Supplement in its entirety.

Acknowledged and agreed to by:

Williamson County Attorney's Office - TX
Agency Name ("Subscriber")

Authorized Signature Signature Date

Type or Print Name of Authorized Signer

Commissioners Court - Regular Session **12.**

Meeting Date: 11/17/2020

Westlaw Patron Access for Williamson County Law Library

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of the Westlaw Patron Access for Williamson County Law Library with West Publishing Corporation, a Thomson Reuters business, for a 36-month term commencing January 2021 for $318.27 per month through September 2021, and applying a 3% increase for each fiscal year remaining on the 36-month term, with terms and conditions as defined in CO-OP #DIR-LGL-CALIR-02 (TXMS).

Background

This is a requirement with the IT Department for the Williamson County Law Library for Westlaw Patron Access with Thomson Reuters. The expense is funded through Law Library, 01.0350.0680.003030 and budgeted from January through September 2021 in the amount of $2,864.43 ($318.27 monthly) with a 3% increase for each fiscal year remaining on the 36-month term. The department point of contact is Melissa Goins.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Westlaw Patron Access for Williamson County Law Library

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/12/2020 10:47 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 11:29 AM
Form Started By: Dianne West		Started On: 11/10/2020 04:22 PM
Final Approval Date: 11/12/2020		

THOMSON REUTERS

Order Form Order ID: Q-00943455

Contact your representative mitch.billings@thomsonreuters.com with any questions. Thank you.

Account Address
Account #: 1003339709
WILLIAMSON COUNTY LAW LIBRARY
PATRON ACCESS
405 MARTIN LUTHER KING ST
GEORGETOWN TX 78626-4901 US

Shipping Address
Account #: 1003339709
WILLIAMSON COUNTY LAW LIBRARY
PATRON ACCESS
405 MARTIN LUTHER KING ST
GEORGETOWN TX 78626-4901 US

Billing Address
Account #: 1003339709
WILLIAMSON COUNTY LAW LIBRARY
PATRON ACCESS
405 MARTIN LUTHER KING ST
GEORGETOWN, TX 78626-4901 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

ProFlex Products
See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	$318.27	36	3%

Minimum Terms

Online/ Practice Solution/Software/ProFlex Products : Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post Minimum Terms

For Online/Practice Solutions/Software /ProFlex Products: At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Window Products. At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. This Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Banded Product Subscriptions You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time during the Term, we reserve the right to increase your charges as applicable

Excluded Charges. If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf
https://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf

Renewal Order Governing Agreement. Access to any new or renewal products set forth in this Order Form is governed by the same terms and conditions as your previous order form that contained the product(s) you are renewing

Thomson Reuters General Terms and Conditions, apply to all products ordered, except print and is located at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

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Acknowledgement: Order ID: Q-00943455

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

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Attachment Order ID: Q-00943455

Contact your representative mitch.billings@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1003339709
SA ID: TX CALIR MSA-WEST DIR-LGL-CALIR-02 (TXMS)

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: Goins, Melissa
Email: mgoins@wilco.org

eBilling Contact
Contact Name Melissa Goins
Email **mgoins@wilco.org**

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1003339709	WILLIAMSON COUNTY LAW LIBRARY	405 MARTIN LUTHER KING ST GEORGETOWN TX 78626-4901 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Seats	42115653	Texas Core for Patron Access (Westlaw PRO™)

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Melissa	Goins	mgoins@wilco.org	EML PSWD CONTACT
Richard	Semple	rsemple@wilco.org	PATRON ACC TECH CONT

IP Address Information

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
000.000.000.00					

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

Commissioners Court - Regular Session **13.**

Meeting Date: 11/17/2020

Assignment Evins Personnel Consultants

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Consent to Assignment Agreement wherein Evins Personnel Consultants, Inc. d/b/a Evins Temporaries is assigning and transferring to Evins Group LLC d/b/a/ Evins Temporaries all of its interest, rights and obligations in and to the contract for Payroll Services for Existing Temporary Labor for Elections (RFP 1612-131), which was awarded on April 18, 2017.

Background

See attached Consent to Assign.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assignment Consent

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/11/2020 10:04 AM
County Judge Exec Asst.	Andrea Schiele	11/11/2020 07:59 PM
Form Started By: Kerstin Hancock		Started On: 11/05/2020 08:08 AM
Final Approval Date: 11/11/2020		

CONSENT TO CONTRACT ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, Evins Personnel Consultants, Inc. d/b/a Evins Temporaries, 2013 W. Anderson Ln., Austin, Texas 78757 (hereinafter "Assignor") hereby request consent from Williamson County, Texas (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights and obligations to Evins Group LLC d/b/a Evins Temporaries (hereinafter "Assignee") in the contract(s) described as follows:

> Contract by and between County and Assignor, being awarded by County to Assignor on April 17, 2017, for Payroll Services for existing Temporary Labor for the Elections Administration (RFP #1612-131), which is incorporated herein by reference for all purposes (hereinafter "Contract").

In consideration of the mutual promises and covenants contained herein, County, Assignor and Assignee hereby agree as follows:

1. Assignor agrees that all rights and obligations of Assignor arising under the Contract or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of this Consent to Contract Assignment, are hereby included in the Assignment of the Contract to Assignee and Assignee hereby agrees to accept same as if Assignee was an original party to the aforesaid Contract.

2. Following the execution of this Consent to Contract Assignment, Assignee shall fully perform all services and/or provide all goods in accordance with terms and condition of the Contract as if Assignee was an original party to the Contract.

3. Assignor and Assignee have agreed the assignment of the Contract shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heir and devisees and legal representatives.

4. UPON EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT AND IN CONSIDERATION OF COUNTY'S CONSENT TO THE ASSIGNMENT SUBJECT HEREOF, ASSIGNEE HEREBY AGREES THAT ASSIGNEE SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) AND INDEMNIFY COUNTY FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF ASSIGNOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS ASSIGNOR MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH ASSIGNOR'S PERFORMANCE OF SERVICES UNDER THE CONTRACT PRIOR TO EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT; AND FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM ASSIGNOR'S PERFORMANCE OF THE CONTRACT OR THE SERVICES PROVIDED UNDER THE CONTRACT PRIOR TO THE EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS,

ERRORS, OR OMISSIONS OF ASSIGNOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY ASSIGNOR OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE.

5. In consideration of the terms, conditions, agreements and covenants set forth herein, County agrees and does hereby consent to Assignor's assignment of the Contract to Assignee.

6. It is the intention of the parties hereto that in the event a court of competent jurisdiction finds that any provision or portion of this Consent to Contract Assignment is unenforceable for any reason, the balance and remainder of this Consent to Contract Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.

7. Each party to this Consent to Contract Assignment acknowledges that it and its counsel have reviewed this Consent to Contract Assignment and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Consent to Contract Assignment.

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

9. This Consent to Contract Assignment represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written relating to the subject matter hereof. This Consent to Contract Assignment may be amended only by written instrument signed by each party.

AGREED, signed and made effective as of the date of the last party's execution below.

COUNTY:

Williamson County, Texas

By: _____
Bill Gravell, Jr., County Judge

Date: _____ _____, 20___

ASSIGNOR:

Evins Personnel Consultants, Inc. d/b/a Evins Temporaries

By: _____

Printed Name: Jeff Evins

Title: President

Date: November 04, 2020

ASSIGNEE:

Evins Group, LLC

By: _____

Printed Name: Jeff Evins

Title: President

Date: November 04, 2020

Commissioners Court - Regular Session **14.**

Meeting Date: 11/17/2020

Sharp Copier for Human Resources

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 lease with Sharp Electronics Corp. for one (1) Sharp MX-6071 digital copier for the Williamson County Human Resources Department, in the amount of $239.21 per month, pursuant to DIR Contract #DIR-CPO-4433.

Background

Approval of this lease will support the operations of the Williamson County Human Resources office. New lease term is 60 months effective 11/1/2020. Includes 1 machine at $239.21 per month; overages on 5,000 Black Copies will be billed at $0.008 each and 1,000 Color Copies will be billed $0.050 each. Lease includes delivery, installation, training, parts, labor, toner and staples. The expenditure will be charged 50/50 between 01.0885.0886.004621 and 01.0100.0402.004621. Department contact is Malea Schmitt.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/12/2020 09:54 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 10:09 AM
Form Started By: Andrew Portillo		Started On: 11/09/2020 09:50 AM
Final Approval Date: 11/12/2020		

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

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

Date:	06/30/20
Quote No: WCTAC	

Customer Name/Invoice Address:	Delivery Address:
Williamson County Human Resources	Williamson County Human Resources
100 Wilco Way HR101	100 Wilco Way HR101
Georgetown, TX 78626	Georgetown, TX 78626

Contact Name	Malea Schmitt	Phone:	
		E-Mail:	Malea.Schmitt@wilco.org
SHARP Business Systems, M.D. Leonard		Quoting SBS Office:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**
Dealer Authorized Signature M Leonard 10/09/20		Installing Sharp Dealer:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**

Item	Description	QTY	Price/ Mo.	Total/ Mo.
1	**Sharp MX-6071, 60ppm Networked Color Digital Copier** **w/ 150 Sheet Single pass Doc. Feed. and one 550 sheet paper drawer** **MX-DE26N, Stand w/ two 550 Sheet paper Drawers (3 total)** **MX-FN27N, Inner Finisher**	1	$127.83	$239.21
	Includes Full Service: **5,000 BLK Copies/Prints per month; Overages @ $0.008 ea.** **1,000 CLR Copies/Prints per month; Overages @ $0.050 ea.**			
	Includes: Delivery, Installation, Training, Parts, Labor, Toner, and Staples.			
	State of Texas DIR 60 Month Lease		**Monthly Total**	**$239.21**

Commissioners Court - Regular Session **15.**

Meeting Date: 11/17/2020

Authorize purchase of Uniforms for EMS 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 price quotation from GT Distributors, Inc. for EMS staff uniforms in the amount of $56,400.00 pursuant to BuyBoard Contract #603-20 and authorizing the purchase.

Background

This is to provide uniforms for EMS staff, 141 employees at $400.00 each from GT Distributors, Inc. Attached quote shows itemized pricing and does not reflect the true quantities needed by each employee as it depends on the need of each. Ed Tydings is the point of contact for this transaction. This expenditure will be charged to 01.0100.0540.003311. Funding was approved in FY21.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/11/2020 10:18 AM
County Judge Exec Asst.	Andrea Schiele	11/11/2020 08:05 PM
Form Started By: Andrew Portillo		Started On: 11/09/2020 08:55 AM
Final Approval Date: 11/11/2020		

Quote	QTEU010617
Date	9/29/2020
Page:	1

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

Bill To:

Williamson Co EMS (TX)
Attn Accounts Payable
P.O. Box 873
Georgetown TX 78627

Ship To:

Williamson Co EMS (TX)
303 Martin Luther King
PO#
Georgetown TX 78626

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
2020 QUOTE	006055	DZ	PICKUP	NET 15	0/0/0000	2,233,645

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
1	ELB-K5100-L	Elbeco-UF/X Uniform Polo-White-Large	PR	$47.52	$47.52
1	FECH-92R7800Z-L	Fech Stretch Side Panel SS, White, 100% Poly	EA	$52.26	$52.26
1	FECH-42W7800Z-17.5X	Fech:sz17.5X35 Stretch Side Panel Shirt White	EA	$55.62	$55.62
1	HP-8016	Hero's Pride-Paramedic Patch-Large	EA	$2.95	$2.95
1	HP-8015	Hero's Pride-Licensed Paramedic Patch-Large	EA	$2.95	$2.95
1	HP-8017C	Hero's Pride TX EMT Advanced Patch, Large	EA	$2.95	$2.95
1	HP-8018	Hero's Pride TX EMT Patch Basic Large	EA	$2.95	$2.95
1	FECH-47280-86-36	Fechheimer Size 36 Serge Mns Pant Poly Woo	EA	$87.23	$87.23
1	FECH-V47680-86-36	Fechheimer Size 36 Mens Pant w/Vertx Pocket	EA	$107.67	$107.67
1	SB-90010-61	Samuel Broome-18"Tie-Buttonholes-Navy	EA	$4.95	$4.95
1	SB-90051-61	Samuel Broome-Ladies Tie-Buttonholes-Navy	EA	$4.95	$4.95
1	SB-90043-61	Samuel Broome-20"Tie-Buttonholes-Navy	EA	$4.95	$4.95
1	SB-90063-61	Samuel Broome-X Long Tie-Buttonholes-Dk. Na	EA	$4.95	$4.95
1	511-64360-724-12	511 Women's Taclite Pro Pant Dark Navy Size	PR	$38.49	$38.49
1	511-74273-724-36-32	511 Taclite Pro Pants Dark Navy W-36 L-32	PR	$38.49	$38.49
1	511-74273L-724-46	511Taclite Pro Pants 46 Unhemmed Dark Navy	PR	$45.49	$45.49
1	511-64386-724-10R	511 Wmn Stryke Pant w/Flex-Tac Dk Navy Sz 1	EA	$55.99	$55.99

Quote	QTEU010617
Date	9/29/2020
Page:	2

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

Bill To:

Williamson Co EMS (TX)
Attn Accounts Payable
P.O. Box 873
Georgetown TX 78627

Ship To:

Williamson Co EMS (TX)
303 Martin Luther King
PO#
Georgetown TX 78626

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
2020 QUOTE	006055	DZ	PICKUP	NET 15	0/0/0000	2,233,645

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
1	511-74369-724-36-32	511 Flex Tac Stryke Pant Navy Sz 36/32	EA	$55.99	$55.99
1	511-74369L-724-46	5.11 Men Stryke Pant, Dark Navy, Size 46	EA	$67.15	$67.15
1	511-74434-724-36-30	5.11 Apex Pant, Dark Navy, 36x30	EA	$55.99	$55.99
1	GOW-70RX1-LR	GOW-Navy/Navy Eclipse SX sz:LG-Rg	EA	$239.00	$239.00
1	GOW-PRINT-WCEMS	Gerber Outerwear-Custom Print WCEMS	EA	$22.50	$22.50
1	GOW-51S3-LR	GOW Warrior Softshell Liner Blk Lg-Rg	EA	$113.00	$113.00
1	GOW-70ZL-L/XL-BEMS	GOW Hi Vis Sfty vest w/ 4" Black EMS L/XL	EA	$37.80	$37.80
1	FECH-74086-L	Fechheimer- 1/4 Zip neck Justice Sweater Navy	EA	$104.75	$104.75
1	FECH-74086-2XL	Fechheimer- 1/4 Zip neck Justice Sweater Navy	EA	$109.50	$109.50
1	FECH-74086-3XL	Fechheimer- 1/4 Zip neck Justice Sweater Navy	EA	$119.99	$119.99
1	FECH-79086-L	Fechheimer- V Neck Justice Sweater Navy Sz l	EA	$104.75	$104.75
1	FECH-79086-2XL	Fechheimer- V Neck Justice Sweater Navy Sz 2	EA	$109.50	$109.50
1	FECH-79086-3XL	Fechheimer- V Neck Justice Sweater Navy Sz 2	Each	$119.99	$119.99
1	DM-1611-38	Garrison Belt Plain Black/Nickel Sz 38	EA	$19.95	$19.95
1	DM-1611B-38	Duty Man Belt Plain Black/Brass Size 38	EA	$19.95	$19.95
1	DM-1611-46	Garrison Belt Plain Black/Nickel Sz 46	EA	$23.95	$23.95
1	DM-1611-54	Duty Man Belt Plain Black/Nickel Size 54	EA	$24.95	$24.95

Quote	QTEU010617
Date	9/29/2020
Page:	3

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

Bill To:

Williamson Co EMS (TX)
Attn Accounts Payable
P.O. Box 873
Georgetown TX 78627

Ship To:

Williamson Co EMS (TX)
303 Martin Luther King
PO#
Georgetown TX 78626

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
2020 QUOTE	006055	DZ	PICKUP	NET 15	0/0/0000	2,233,645

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
1	BI-17381	Bianchi #7200 Nylon Sam Brown Belt M	EA	$34.10	$34.10
1	BI-18521	Bianchi #7314S Accumold Univ Radio Holder	EA	$24.18	$24.18
1	511-12391-019-10.5	ATAC 2.0 8" Side Zips Boots sz 10.5 Reg	PR	$76.99	$76.99
1	511-12403-019-7	WOMEN'S A.T.A.C.® 2.0 8" Size 7	PR	$76.99	$76.99
1	511-12394-019-11	A.T.A.C. 2.0 6" Side Zip Boots sz 11 Reg	PR	$76.99	$76.99
1	511-12404-019-8	511 Womens ATAC 2.0 6" Side-Zip Boot Black	EA	$76.99	$76.99
1	511-12416-019-11.5	5.11 ATAC 2.0 SHIELD BOOT BLACK size 11.5	PR	$115.49	$115.49
1	511-12033-019-11	511 Comp.CST Boot 2.0 Leather Black Size 11	EA	$104.99	$104.99
1	DAN-21210-10	Danner Acadia Boots - 10 Reg	PR	$295.15	$295.15
1	PRE-P2853	Premier: Silver FTO Insignia (2 Blk stripes on s	EA	$7.65	$7.65
1	PRE-P2855	Premier:Silver FTO Insignia (3 Blk stripes on si	EA	$7.65	$7.65
1	BL-A1973G	Blackinton Lieutenant Bar Gold	EA	$13.64	$13.64
1	BL-A982-3G	VHB-Small Major Leaves-Gold-Clutch Back	EA	$16.49	$16.49
1	BL-A5697G	VHB 3/4" Smooth Gold Star	EA	$10.38	$10.38
1	BL-A4888G-2	VHB-Star Insigina-5/8 Inch-Gold-2	EA	$10.38	$10.38
1	BL-A4888G-3	VHB-3-5/8" Stars-3 on Bar-Gold	EA	$11.38	$11.38
1	GT-ALTERATION	Alterations done by GT Seamstress-Explain	EA	$1.50	$1.50
		Patch removal			

Quote	QTEU010617
Date	9/29/2020
Page:	4

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

Bill To:

Williamson Co EMS (TX)
Attn Accounts Payable
P.O. Box 873
Georgetown TX 78627

Ship To:

Williamson Co EMS (TX)
303 Martin Luther King
PO#
Georgetown TX 78626

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
2020 QUOTE	006055	DZ	PICKUP	NET 15	0/0/0000	2,233,645

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
1	GT-ALTERATION	Alterations done by GT Seamstress-Explain Patch sew	EA	$3.00	$3.00
1	GT-ALTERATION	Alterations done by GT Seamstress-Explain Patch sew jacket	EA	$4.00	$4.00
1	GT-ALTERATION	Alterations done by GT Seamstress-Explain Leg taper ***NOT AVAIL ON 5.11***	EA	$15.00	$15.00
1	GT-ALTERATION	Alterations done by GT Seamstress-Explain GT: Waist/crotch taper ***NOT AVAIL ON 5.11***	EA	$15.00	$15.00
1	GT-ALTERATION	Alterations done by GT Seamstress-Explain Short sleeves/ tails ***NOT AVAIL ON POLOS***	EA	$10.00	$10.00
1	NOTES:	Notes: Quotation reflects BuyBoard Contract 603-20. Contract period 04/01/20-03/31/21. Email BuyBoard PO's to info@buyboard.com	EA	$0.00	$0.00

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

Your salesperson is Derek Zorniak. Thank You.

Subtotal	$2,917.01
Misc	$0.00
Tax	$0.00
Freight	$0.00
Total	$2,917.01

Commissioners Court - Regular Session **16.**

Meeting Date: 11/17/2020

Cedar Park Underground Conduit Install-Fire Ln

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 trenching and underground conduit install at Cedar Park South Radio Tower Shelter in the amount of $9,992.33 per the terms of DIR Contract #DIR-TSO-3698 and authorizing execution of the agreement. Funding Source: P529.

Background

This agreement will provide and install one (1) strand copper from existing telephone pole to Cedar Park South Radio Tower Shelter in proposed conduit and on existing pathway according to specifications in the attached proposal.

Scope of Work:
1. Excavate and trench ±80ft from existing 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 pole and stub up on exterior wall of comm shelter.
4. Core 1.5” Hole in Comm shelter wall and place JBOX.
5. Place caution tape and back fill with spoils.
6. Move and place existing rock from trench inside tower fence along trench path.
7. Pull existing telephone line from riser pole to inside comm shelter.

Department point of contact is Thomas Piche.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract and Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/11/2020 02:18 PM
County Judge Exec Asst.	Andrea Schiele	11/11/2020 08:06 PM
Form Started By: Andrew Portillo		Started On: 11/09/2020 09:05 AM
Final Approval Date: 11/11/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
CABLE INSTALLATION SERVICES FOR
CEDAR PARK SOUTH RADIO TOWER SHELTER
(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 SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Brymer Communication Services, LLC D/B/A BryComm, (hereinafter "Service Provider"). 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:

A. The services relating to cable installation for the Williamson County Cedar Park South Radio Tower Shelter located at 1302 Fire Lane Cedar Park, TX 78613, as described in the attached Scope of Work (SOW) being marked as Exhibit "A," which is incorporated herein as if copied in full.

Should the County choose to add services in addition to those described in Exhibit "A", such additional services shall be described in a separate written amendment to this Contract wherein the

additional services shall be described and the parties shall set forth the amount of compensation to be paid by the County for the additional services. 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.

Completion: The services shall be fully and finally completed **within five (5) calendar days** from the date the services are commenced; provided, however, the County may extend said time period in the event bad weather affects the progress of the services. Service Provider shall commence the services upon instruction to do so from the County. The County shall, at its sole discretion, determine when the project has been fully and finally completed to its satisfaction.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Service Provider shall be capped and paid at **$9,992.33** for the specific project upon final completion. 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*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

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

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

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

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

V.

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

A. As described in the attached Scope of Work (SOW), and being marked Exhibit "A," which is incorporated herein as if copied in full;
B. DIR Contract No. DIR TSO 3698; and
C. Insurance certificates evidencing required coverages.

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

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.

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.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until project completion or when terminated pursuant to this Contract.

XIII.

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.

XIV.

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

XV.

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

parties, and will take care to guard the security of the information at all times.

XVI.

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

XVII.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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.

XIX.

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

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

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
	Brymer Communication Services, LLC D/B/A BryComm
_____	Mindy Moore
Authorized Signature	Authorized Signature
_____	Mindy Moore
Printed Name	Printed Name
Date: _____ ___, 20___	Date: November 2nd, 20 20

Exhibit "A"
Scope of Services

I. SCOPE OF WORK

Underground Conduit Installation

1. Excavate and trench ±80ft from existing 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 pole and stub up on exterior wall of comm shelter.
4. Core 1.5" Hole in Comm shelter wall and place JBOX.
5. Place caution tape and back fill with spoils.
6. Move and place existing rock from trench inside tower fence along trench path.
7. Pull existing telephone line from riser pole to inside comm shelter.

Exclusions/Clarifications

1. No engineering or permitting is included.
2. The assumption is the underground work is to be performed on County property.
3. Service Provider is not responsible for damage of unmarked lines.

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

Williamson County
TX

Bid No.: B0000

A Proposal For

WILLIAMSON COUNTY
1848

Underground Conduit Install-Fire Ln

DIR-TSO-3698

Prepared by:
Jeffrey Ross
Jeffrey.ross@brycomm.com
O: 512-712-4008
M: 512-565-3431
Date: October 19, 2020

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: Conduit Install Fire Ln
Scope of Work: Outside PLANT Cabling – Division 27
Estimated By: Jeff Ross **Submit Contracts & PO's to:** orders@brycomm.com

I. SCOPE OF WORK

Underground Conduit Installation

1. Excavate and trench ±80ft from existing 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 pole and stub up on exterior wall of comm shelter.
4. Core 1.5" Hole in Comm shelter wall and place JBOX.
5. Place caution tape and back fill with spoils.
6. Move and place existing rock from trench inside tower fence along trench path.
7. Pull existing telephone line from riser pole to inside comm shelter.

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. BryComm not responsible for damage of unmarked lines.

II. PRICING SUMMARY:

Scope of Work		Cost	
270000	OSP Cabling	$	9,992.33

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

Jeffrey Ross
OSP Project Manager
O: 512-712-4008 x14 | M: 512-565-3431
www.brycomm.com
Security License #B17431

Commissioners Court - Regular Session **17.**

Meeting Date: 11/17/2020

Purchase of Motorola Radios

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the purchase of nine (9) APX6000 700/800 Model 3.5 Portable (PSE Radios) from Motorola in the total amount of $50,531.76 as per DIR Contract #DIR-TSO-4101.

Background

Please see attached spreadsheet for details. This radio purchase is for the EMS GMAT First Responders. Funding Source: CARES. Point of Contacts: Paul Swisher/Julie Kiley.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Motorola Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/12/2020 10:49 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 11:38 AM
Form Started By: Kerstin Hancock		Started On: 11/12/2020 08:29 AM
Final Approval Date: 11/12/2020		

MOTOROLA

Account Manager: John Wells
2120 W Breaker Lane Suite P
Austin Texas 78758

Date: 11/10/20
Quote Number jlw111020P
Contract Number: DIR TSO-4101

Prepared For:	**WilCo GMAT**	**Ship to Address:**	**Bill to Address:**
Phone Number:			
Email :	pswisher@wilco.org		
Agency:			
Customer #:			

Item	Qty	Description	Model	List Price	Contract Price	Extended
		System ID 913e RM Email: radioshop@wilco.org				
		APX6000 700/800 MODEL 3.5 PORTABLE (PSE RADIOS)				
	9	APX6000 700/800 MODEL 3.5 PORTABLE (PSE RADIOS)	H98UCH9PW7BN	$ 3,455.00	$ 2,453.05	$ 22,077.45
`	9	ADD: P25 9600 BAUD TRUNKING	Q361	$ 300.00	$ 213.00	$ 1,917.00
	9	ADD: SMARTZONE OPERATION	H38	$ 1,200.00	$ 852.00	$ 7,668.00
	9	ADD: ASTRO DIGITAL CAI OPERATION	Q806	$ 515.00	$ 365.65	$ 3,290.85
	9	ADD:LINK LAYER RADIO AUTHENTICATION	QA01767	$ 100.00	$ 71.00	$ 639.00
	9	ADD: TDMA OPERATION	QA00580	$ 450.00	$ 319.50	$ 2,875.50
	9	ADD: PROGRAMMING OVER P25 (OTAP)	G996	$ 100.00	$ 71.00	$ 639.00
	9	ADD: GROUP SERVICES	QA09008	$ 150.00	$ 106.50	$ 958.50
	9	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	QA01648	$ 5.00	$ 3.55	$ 31.95
	9	ADD: AES/DES-XL/DES-OFB ENCRYPTION	Q15	$ 799.00	$ 567.29	$ 5,105.61
	9	ADD: RADIO PACKET DATA	INCLUDED	$ -	$ -	$ -
	9	ALT: LI-ION IMPRES 2 UL/CSA RUGGED 2650MAH (NNTN8930)	QA06305	$50.00	$ 35.50	$ 319.50
	9	ENH: ASTRO 25 OTAR W/ MULTIKEY	Q498	$ 740.00	$ 525.40	$ 4,728.60
	9	RADIO MANAGEMENT SOFTWARE	T7914	$ 100.00	$ 71.00	$ 639.00
	9	RM DELIVERY OPTION - EMAIL WILCO RADIO SHOP	UA00049AA	$ -	$ -	$ -
	9	ADD: 5 YEAR SERVICE FROM THE START LITE	Q887	$ 162.00	$ 162.00	$ 1,458.00
		RADIO ACCESSORIES				
	9	IMPRES 2, Single-Unit Fast Charger, 100-240V	NNTN8863A	$ 187.00	$ 130.90	$ 1,178.10
	9	SPARE BATTERY PACK,LITHIUM ION,APX TIA4950 STD BATTERY	NNTN8930	$155.00	108.50	976.50
	9	IMPRES RSM, 3.5MM AUDIO JACK	PMMN4069A	$ 133.00	$ 93.10	$ 837.90
		REGIONAL PROMO Package Price			**$ (300.00)**	**$ (2,700.00)**
		Multikey Discount		**$ (330.00)**	**$ (234.30)**	**$ (2,108.70)**
		APX6000 700/800 MODEL 3.5 PORTABLE (PSE RADIOS) Equipment Total				**$ 50,531.76**

Commissioners Court - Regular Session **18.**

Meeting Date: 11/17/2020

Austin Generator Service Basic Preventative Maintenance 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 service agreement between Williamson County and Austin Generator Service to provide the annual preventative service to the emergency backup generators at the Radio Tower locations in the amount of $9,000.00 and authorizing the execution of the service agreement.

Background

This agreement will provide annual service to the emergency backup generators at the Radio Tower locations. Three (3) quotes have been obtained. Department point of contact is Thomas Piche. Funding Source is 01.0507.0507.004545.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/12/2020 09:40 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 09:44 AM
Form Started By: Andrew Portillo		Started On: 11/12/2020 08:33 AM
Final Approval Date: 11/12/2020		

Basic Preventative Maintenance Agreement

AUSTIN GENERATOR SERVICE
40 Years of Exceptional Customer Service

This Preventative Maintenance Agreement ("PMA") is entered into by Austin Generator Service ("Servicing Agent"), and Williamson County Wireless Communications for the purpose of setting forth the terms and conditions governing the Servicing Agent's obligations to inspect Williamson County Wireless Communications's emergency generating set(s) and associated equipment as listed herewith. Included are all accessories designated essential to the emergency power system.

Site Contact		**Billing Contact**	
Name	Paul Swisher	Name	Williamson County Wireless Communications
Address	3171 SE Inner Loop	Address	3171 SE Inner Loop
	Georgetown, TX 78626		Georgetown, TX 78626
Email	pswisher@wilco.org	Email	
Phone	512-943-3695	Phone	shantil.moore@wilco.org

EQUIPMENT TO INSPECT

Twin Towers TWR1
KW: 40 Brand: Generac Model: SD040 Serial: 2091322

Thrall TWR4
KW: 30 Brand: Generac Model: SD030 Serial: 2063542

Florence TWR5
KW: 80 Brand: Generac Model: SD080AG174.5D18HPNL3 Serial: 3003892057

High Country TWR6
KW: 80 Brand: Generac Model: SD0080AG174.5D18HPNL Serial: 2115239

Tower Rd TWR7
KW: 80 Brand: Generac Model: SD0080AG174 Serial: 2113951

Granger TWR8
KW: 80 Brand: Generac Model: SD0080AG174 Serial: 8678531

Taylor TWR9
KW: 80 Brand: Generac Model: SD00800AG174.5D18HPYY Serial: 8178963

Cedar Park South TWR10
KW: 80 Brand: Generac Model: SD0080AG174.5D18HPNL Serial: 8923199

QUARTERLY INSPECTION

During each of (3) Quarterly Inspections, all generator systems are visually checked for potential problems, and are physically tested to assure reliability. The proper personnel will be notified of any discrepancies and advised as to the cost of repairs. No parts, supplies or annual services are included in the quarterly inspection costs.

ANNUAL INSPECTION

During the Annual Inspection, the following shall be performed: change oil and oil filters, fuel filters, coolant filters, air filters (as needed, cost of air filters not included), perform lab analysis on samples of oil and coolant. At this time, basic run tests are conducted to ensure generator reliability and operation. An Automatic Transfer Switch visual inspection is performed annually along with transfer test, if transfer test is permitted.

Annual Inspections	$5,670.00
Annual Load Bank Tests (2 Hour)	$3,330.00
ANNUAL TOTAL	$9,000.00

EMERGENCY SERVICE RATES: All PMA customers receive priority status. Emergency service required between regular inspections will be provided at standard rates or overtime rates for labor and travel, plus current prices for materials, and mileage.
SERVICES: Servicing Agent shall provide regularly scheduled inspections and annual service on the equipment located at Site Address. Such services shall include but not be limited to quarterly and annual service. Servicing Agent shall provide such services during its regular business hours, which are 8 a.m. to 5 p.m., Monday through Friday except Holidays.
WARRANTIES: Servicing Agent warrants that service performed under this Agreement will be performed only by Servicing Agent employees who have been properly trained for the maintenance of equipment. Servicing Agent warrants that any products or parts provided by Servicing Agent will be free from defects, under normal use and operation, for a period of ninety (90) days after their date of installation. During this time, Servicing Agent shall repair such defects at Servicing Agent's expense. Defective parts replaced under this warranty shall become the property of the Servicing Agent. Parts generally considered as expendable during normal use are not covered under this warranty.

All other warranties, express and implied including merchantability and fitness for a particular use are hereby waived, disclaimed and excluded.

TERMS: Net 30 with approved credit.
TAXES: Unless otherwise noted, prices do not include applicable federal, state or local sales, use, property or excise taxes. In lieu of such taxes, the Owner shall provide a tax exemption certificate, acceptable to the applicable taxing authority.
EXCLUSIONS: This agreement does not include services to repair damage caused by abuse, accident, theft, acts of a third person, forces of nature or altering the equipment. At the request of the Owner, Servicing Agent will provide services at its then prevailing rate. Servicing Agent shall not be responsible for failure to render service for causes beyond its control, including strikes and labor disputes. Owner understands and agrees that Servicing Agent is not responsible for special or consequential damages, including loss of time, injury to person or property, incidental or economic loss due to unit or equipment failure. After each inspection, the Servicing Agent will furnish Owner with a written report detailing services performed, with information regarding further service needed to maintain peak performance of all systems. All permitting is excluded unless otherwise specified in this proposal.
INSURANCE: Upon request, Servicing Agent shall furnish Owner with certificates of insurance for all insurance coverages provided.
ASSIGNMENT: Neither party may assign this Agreement or any obligation or right here under without prior written consent of the other party
FUEL: Customer assumes responsibility for insuring adequate quantity and quality of diesel fuel required for Austin Generator Service to operate and test the generator during each service. Additional fuel testing and polishing services may be listed on this PMA or available upon request.

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

Texas 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 County's rights.

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

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

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

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

Right to Audit: Servicing Agent 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 Servicing Agent which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Servicing Agent agrees that licensee shall have access during normal working hours to all necessary Servicing Agent 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 Servicing Agent reasonable advance notice of intended audits.

ACCEPTANCE AND PRICING

Prices quoted in this agreement are firm for 30 days. Prices are subject to change. Notice of price increases will be in the form of a revised Inspection Agreement and is not subject to alteration except as mutually agreed upon in writing. Periodic price increases resulting in a revised Agreement will be effective within thirty days of revision. Either party upon thirty days of written notice may terminate this Agreement at any time. Failure to notify of cancellation 30 days prior to scheduled inspection may result in a cancellation fee. Any services rendered which remain unpaid at the time of cancellation shall be due and payable upon demand.

ACCEPTED	**ACCEPTED**
WILLIAMSON COUNTY WIRELESS COMMUNICATIONS	AUSTIN GENERATOR SERVICE
By _____	By Ronnie Lane
Date _____	Date 11-10-2020

This proposal may be withdrawn by the Servicing Agent if not accepted within thirty days.

Inspection List:

Lubrication System
- Leaks
- Oil Level
- Filters

Cooling System
- System Leaks
- Water Level
- Antifreeze/DCA
- Hoses
- Belts
- Cooling Fins
- Block Heater
- Pillow Block

Fuel System
- System Leaks
- Filters
- Lines
- Tank Levels
- Transfer Pump
- Water Separators
- Solenoid
- Wiring
- Governor

Housing/Cabinets
- General
- Fit
- Decals

Exhaust System
- Leaks
- Condensation
- Turbo Charger
- Flex Pipe
- Rain Cap
- Muffler

Operational Tests
- NO LOAD run test
- Voltage A.C./D.C.
- AMPS A.C./D.C.
- Frequency
- Time Delays
- Oil Pressure
- Engine Temperature

D.C., Direct Current, Electrical
- Batteries and Water Level
- Specific Gravity
- Terminals
- Battery Charge Rate

A.C., Alternating Current, Electrical
- Brushes/Generator/Regulator
- Instruments/Meters
- Circuit Breaker

Automatic Transfer Switch
- Contacts
- Exercise Clock
- Transfer Test ***(if permitted)***

Ignition System
- Plugs ***(spark ignited systems only)***
- Points, Condenser
- Cap, Rotor
- Wiring, Coil
- Corrosion

Load Bank Testing Qualifications and Warnings

As stated in NFPA 110, load bank testing of standby generator sets is recommended or required in life safety applications. In the absence of a load bank connection point, Austin Generator Service must disconnect the generator electrical feeder/s at the generator breaker/s to connect the Load Bank. As a result, emergency power from the generator will not be available to serve emergency loads during a power outage. It is the Customer's responsibility to notify all necessary parties that the generator will not be available. To reduce this risk, Austin Generator Service can provide and connect rental generators, upon request. Costs for rental generators and their installation are not included in this Agreement, unless otherwise noted. Additionally, Austin Generator Service can provide and install approved connection systems, upon request.

CUSTOMER ASSUMES ALL LIABILITY AND RISK FOR ANY IMPACT TO CUSTOMER FACILITY, INCLUDED LIFE SAFETY, WHICH MAY RESULT FROM UNEXPECTED POWER OUTAGES THAT MAY OCCUR DURING ANY MAINTENANCE, REPAIRS, AND/OR LOAD BANK TESTING. AUSTIN GENERATOR SERVICE SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES OR WEAR AND TEAR TO EXISTING GENERATOR FEEDER/S AND/ OR BREAKER/S AS A RESULT OF LOAD BANK TESTING.

Commissioners Court - Regular Session **19.**

Meeting Date: 11/17/2020

Move of internet service to EMS Medic Station #14

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 Charter Communications Operating, LLC/Spectrum to provide the move of service from EMS Medic Station #14, 1991 Rawhide to 221 Sundance Parkway, exempting the item from competitive bidding requirements as per Texas Local Govt. Code Discretionary Exemption 262.024(a)(7)(C) and authorizing execution of the agreement.

Background

There will be no change in price to the service during this move. Point of contact is Tammy McCulley.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/12/2020 10:02 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 10:08 AM
Form Started By: Andrew Portillo		Started On: 11/09/2020 09:43 AM
Final Approval Date: 11/12/2020		

Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, https://enterprise.spectrum.com/ (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Horacio Galvan
Phone: 5125939240 ext:
Cell Phone: +1 5125939240
Email: eli.galvan@charter.com

Order # 12243774

Customer Information: Customer Code		
Business Name	WILLIAMSON COUNTY EMS - MASTER	**Customer Type:**
Billing Address		
Attention To:		**Account Number**
301 SE Inner Loop STE 105 Georgetown TX 78626		3103989-01
Billing Contact	**Billing Contact Phone**	**Billing Contact Email Address**
TAMMY McCulley	(512) 943-1500	tmcculley@wilco.org
Authorized Contact	**Authorized Contact Phone**	**Authorized Contact Email Address**
Chris Ball	(512) 943-1100	cball@wilco.org
Technical Contact	**Technical Contact Phone**	**Technical Contact Email Address**
Thomas Gillespie	(512) 943-1465	thomas.gillespie@wilco.org

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New and Revised Services and Monthly Charges At 221 Sundance Pkwy , Round Rock TX 78681

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Spectrum Business Internet	1	$119.99	$119.99	Month to Month
***Total**			**$119.99**	

*Prices do not include taxes and fees.

One Time fees At 221 Sundance Pkwy , Round Rock TX 78681

Description	Quantity	Sales Price	Total
Internet Installation	1	$99.00	$99.00
Total			**$99.00**

*Prices do not include taxes and fees.

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Special Terms

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Customer

Printed Name and Title

Date Signed

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Commissioners Court - Regular Session **20.**

Meeting Date: 11/17/2020

AV Bridges & Integration for MS TEAMS at JPC Courts

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 Data Projections, Inc. to provide and integrate new AV equipment and existing AV equipment for Williamson County Justice of Peace Center Courtrooms in the amount of $30,977.96, per the terms of TIPS Contract #171001 and authorizing execution of the agreement.

Background

This agreement will provide and integrate new AV equipment and existing AV equipment at each Williamson County Justice of Peace Courtroom at different physical locations per the quote. Department point of contact is Richard Semple. Funding Source is Cares Funding 418P.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum and Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/12/2020 10:01 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 10:11 AM
Purchasing (Originator)	Randy Barker	11/12/2020 10:16 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 10:19 AM
Form Started By: Andrew Portillo		Started On: 11/09/2020 11:36 AM
Final Approval Date: 11/12/2020		

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 Data Projections, 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 11/05/2020;
B. Vendor Sales Agreement;
C. Williamson County Agreement Addendum; and
D. Any necessary insurance certificates.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

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

III.

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

IV.

Good Faith: Vendor agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

Right to Audit: Vendor agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that Customer shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Vendor reasonable advance notice of intended audits. In no circumstances will Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

X.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the Agreements relevant to this Agreement.

XI.

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

XII.

No Assignment: This agreement may not be assigned by either party without prior written consent.

ADDITIONAL REQUIREMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") COMPLIANCE:

XIII.

Clean Air Act and The Federal Water Pollution Control Act Compliance: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

XIV.

Suspension and Debarment: (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XV.

Recovered Materials: (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe

providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

XVI.

Access to Records: The following access to records requirements apply to this Agreement:

(1) The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XVII.

Use of DHS Seals and Related Items: The Vendor shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

XVIII.

Compliance with Federal Law and FEMA Rules: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XIX.

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.

XX.

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.

XXI.

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:
_____	Mark D. Mazac
Authorized Signature	Authorized Signature
Date:_____, 2020	Date: 11/05, 2020

DATA PROJECTIONS

WILCO - AV Bridges and Integration for MS TEAMS at JPC Courts - TIPS 171001

Quote # 007750
Version 4

Prepared for:

Williamson County

Don Heflin
don.heflin@wilco.org

DATA PROJECTIONS

4616 W. Howard Ln
Suite 140
Austin, TX 78728
www.dataprojections.com
512.420.8856

Thursday, November 5, 2020

Williamson County
Don Heflin
,
don.heflin@wilco.org

RE: WILCO - AV Bridges and Integration for MS TEAMS at JPC Courts - TIPS 171001

Dear Don,

Thank you for allowing Data Projections the opportunity to present this solution for the Williamson County.

As a leading audio visual communications design/build firm, Data Projections is uniquely qualified for a project of this scope. Our experience includes solutions for:

- Multipurpose rooms and auditoriums equipped with large-venue audio visual technology solutions
- Videoconferencing systems incorporating control and complete room collaboration, allowing for on-demand decision making and communication among remote locations
- Conference, board rooms and training rooms of all shapes and sizes
- Digital signage implementations across enterprise, university, and district campuses for immediate message distribution
- Operation Center's (NOC's, EOC's, SOC's) audio visual command and control systems
- College and university classrooms, lecture halls and labs
- Individual school classrooms to entire districts
- And many more unique applications

Because we partner with the best technology companies in the industry, we're able to provide a wide range of comprehensive solutions built around the specific needs of our customers, while taking into account the technical, capital and logistical factors involved in each project and solution.

Rapid and effective communication is key to staying ahead of the competition. Better communication leads to better decisions - and better results. How do you maintain consistent communication across your organization as well as external audiences? Data Projections' team of professionals will keep you simply connected.

Kind regards,

Mark Mazac
Account Executive
Austin

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Suite 140
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www.dataprojections.com
512.420.8856

Executive Summary

Scope Introduction

Data Projections is providing this proposal at the request of Williams County for adding Tele-Justice and VTC capabilities using either Webex or Microsoft TEAMS to all Courts and for adding an AV Rack to 1st Floor IDF on South end of building.

-Project Location:
Williamson County JPC Courts
JPC Court Rooms (3)
Physical Addresses on File

-Onsite Point of Contact:
Don Heflin
Williamson County – IT
Phone: 512-943-1490
Don.heflin@wilco.org

SCOPE OF WORK

Data Projections will provide and integrate new AV equipment and existing AV equipment into all the WILCO JPC Courtrooms at different physical locations.

JPC Courtrooms' VTC Upgrades in Williamson County:

JP#1 and JP#2

- Existing 4x1 Crestron Video Processor NVX-350C loop output will feed Input 1 on Vaddio AV 2x1 Bridge
  - Vaddio AV Bridge HDMI output will Mirror Input and pass Camera PIP back into system
- Crestron NVX HDMI Output will feed Input 2 on Vaddio AV 2x1 Bridge
  - This will be for User sources from Courtroom
  - AV Bridge / Whatever Client wants to call it will be selected on Touch Panel
    User will then be able to Pick Camera Layout as well as if Content from in-room sources are needed to feed AV Bridge
    - Dual Camera Mode, Single Camera Mode (Camera 1 or Camera 2), Dual Camera + Room Source Content, Single Camera + Room Source Content
- USB from AV Bridge will be a selectable input on PC Soft Codec of choosing (Zoom, TEAMS, etc.)
- USB from PC will be extended into Courtroom (Location TBD with Client) with NVX in courtroom to host Keyboard and Mouse
  - Location will be at Judge transmitter location
- OFE PC as NVX Input
- Dante Audio with POE will feed Audio Input/Output on AV Bridge
- RS-232 Control of AV Bridge from Crestron CP3N

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Executive Summary

JP #3:

- Existing 4x1 Extron Video Processor output will feed Input 1 on Vaddio AV 2x1 Bridge
  - Vaddio AV Bridge HDMI output will Mirror Input and pass Camera PIP back into existing Extron DA
- Existing Extron DTP 84 HDMI Output will feed New HDMI DA and pass to Input 2 on Vaddio AV 2x1 Bridge
  - This will be for User sources from Courtroom
  - New HDMI DA will split content between Codec and AV Bridge
  - AV Bridge / Whatever Client wants to call it will be selected on Touch Panel
    User will then be able to Pick Camera Layout as well as if Content from in-room sources are needed to feed AV Bridge
    - Dual Camera Mode, Single Camera Mode (Camera 1 or Camera 2), Dual Camera + Room Source Content, Single Camera + Room Source Content
- USB from AV Bridge will be a selectable input on PC Soft Codec of choosing (Zoom, TEAMS, etc.)
- USB from PC will be extended into Courtroom (Location TBD with Client) with Extron USB wall plate in courtroom to host Keyboard and Mouse
  - Location TBD
- OFE PC as HDMI input 3
- Audio from DSP output 7 will feed Audio Input on AV Bridge
- Audio from AV Bridge to feed Biamp EX-IN
- RS-232 Control of AV Bridge from Added Extron RS-232 IP Control Processor
- DPI will also mount QTY. 2 – New 75" Samsung Displays to replace the small LG's on the side walls.

Special Notes:
-Williamson County will ensure DPI technicians have 1-2 full days of full access to each space(s) for installation and testing of AV Systems in each JP Courtroom.
-Williamson County ensures that all existing owner-furnished-equipment (OFE) is in good working condition, if applicable.
-Williamson County will ensure Electrical is place for new AV Systems in each Courtroom and in the IDF, if required.

Scope Conclusion:
Upon acceptance of this proposal, provide a signed proposal and Purchase Order including payment method delivered to Data Projections. Installation date will be confirmed once this documentation is received.

Change Orders:
As noted elsewhere in this document, no product changes/substitutions nor changes or modifications in equipment location will be made without the express written consent of Williamson County & Data Projections. Any requests for deviation to this contract or incomplete client requirements may result in additional fees.

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Room 1 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
JP 1 - Round Rock					
Video Conferencing System					
VADDIO	999-8250-000	AV Bridge 2x1 N/A	$2,300.61	1	$2,300.61
Video System					
Crestron	DM-NVX-360C	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder Card	$1,097.56	2	$2,195.12

Subtotal: $4,495.73

Room 1 Services

Product Details	Ext. Price
Installation Labor	$450.00
Project Management	$275.00
Design/Engineering	$150.00
Programming Labor	$2,100.00

Subtotal: $2,975.00

Room 2 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
JP 2 - Cedar Park					
Video Conferencing System					
VADDIO	999-8250-000	AV Bridge 2x1 N/A	$2,300.61	1	$2,300.61
Video System					
Crestron	DM-NVX-360C	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder Card	$1,097.56	2	$2,195.12

Subtotal: $4,495.73

DATA PROJECTIONS

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Room 2 Services

Product Details	Ext. Price
Installation Labor	$450.00
Project Management	$275.00
Design/Engineering	$150.00
Programming Labor	$2,100.00

Subtotal: $2,975.00

Room 3 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
JP 3 - Georgetown					
Video Conferencing System					
VADDIO	999-8250-000	AV Bridge 2x1 N/A	$2,300.61	1	$2,300.61
Extron	60-1473-23	Twisted Pair Extender for USB Peripherals - Decorator-Style Wallplate	$524.39	1	$524.39
Extron	60-1471-12	Twisted Pair Extender for USB Peripherals	$426.83	1	$426.83
Extron	60-544-81	Two Serial Port IP Link Control Processor	$445.12	1	$445.12
Video System					
SAMSUNG	QB75R	75-INCH COMMERCIAL 4K UHD LED LCD DISPLAY, 350 NIT - MANUFACTURED IN VIETNAM	$2,304.88	2	$4,609.76
Extron	60-1480-01	Two Output HDMI Distribution Amplifier	$426.83	1	$426.83
CHIEF	XTM1U	Micro-Adjust Tilt Wall Mount X -Large	$259.28	2	$518.56

Subtotal: $9,252.10

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Room 3 Services

Product Details	Ext. Price
Installation Labor	$1,800.00
Project Management	$725.00
Design/Engineering	$576.00
Programming Labor	$2,275.00
Subtotal:	$5,376.00

Miscellaneous Materials

Product Details	Ext. Price
Miscellaneous Materials	$1,094.60
Subtotal:	$1,094.60

Service & Maintenance

Product Details	Ext. Price
Service & Maintenance	$0.00

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WILCO - AV Bridges and Integration for MS TEAMS at JPC Courts - TIPS 171001

Prepared by:
Austin
Mark Mazac
(512) 271-6538
Fax 512.420.9185
mmazac@dataprojections.com

Prepared for:
Williamson County
,
Don Heflin
(512) 943-1490
don.heflin@wilco.org

Quote Information:
Quote #: 007750
Version: 4
Delivery Date: 11/05/2020
Expiration Date: 12/19/2020

Quote Summary

Description	Amount
Room 1 - Hardware	$4,495.73
Room 1 Services	$2,975.00
Room 2 - Hardware	$4,495.73
Room 2 Services	$2,975.00
Room 3 - Hardware	$9,252.10
Room 3 Services	$5,376.00
Miscellaneous Materials	$1,094.60
Subtotal:	$30,664.16
Shipping:	$313.80
Total:	$30,977.96

Payment Options

Description	Payments	Interval	Amount
Payment Options			
Net 30	1	One-Time	$30,977.96

Other service options available. Contact your sales representative.

By signing this agreement, you are accepting our Terms and Conditions. This does not negate the need for a purchase order or any other purchasing requirement which your company necessitates. Data Projections reserves the right to require a customer down payment/deposit contingent on the creditworthiness of the customer.

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Austin		Williamson County	
Signature:	Mark D. Mazac	Signature:	
Name:	Mark Mazac	Name:	Don Heflin (per Judge Bill Gravell)
Title:	Account Executive	Date:	
Date:	11/05/2020		

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Statement of Performance

TERMS AND CONDITIONS

Notice

This Scope of Work is delivered on the basis of the following Assumptions:

- Site preparation by the Customer includes electrical, wall reinforcement, telephone and data network infrastructure placement per Data Projections specification.
- All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by Data Projections project manager.
- In Room(s) where installation is to be completed are to be made available for Data Projections exclusive use on the days of the scheduled installation. Unless specifically arranged in advance, rooms will be available during normal business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM excluding holidays. All required spaces (rooms, access points, etc.) must be available at the start of the installation and remain available for the duration of the Project. Any required space that is unavailable during the scheduled installation time frame may result in delayed delivery of the Project and/or additional charges. Additional rates will only be applied after execution of Data Projections generated Project Change Request according to the Change Management Procedure section following and signed approval by Owner or Owner's representative.
- The project schedule must allow for sufficient time for completion of all installation and final testing of systems prior to occupancy of the site. If sufficient time is not allowed, Data Projections will be held harmless for systems that do not meet requirements. In this case, all costs associated with completion of work, including overtime labor rates, will be considered outside the scope of this offering and billable to the Client. Unless otherwise stated, the installation shall be scheduled contiguously from start to finish. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such prior to acceptance of this SOW. If notification is made after initial acceptance of this SOW, Change Management Procedure section following shall be implemented and additional charges may apply. Data Projections reserves the right to revise the proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available at the time of that the original proposal was issued.
- Data Projections reserves the right to substitute equipment of similar specifications should any of the specified equipment be unavailable at time of order from the manufacturer. This will be done in an effort to maintain the completeness of the proposed audiovisual system and meet the anticipated installation schedule. Data Projections will notify the client in the event there is a need for any equipment substitutions.
- There is secure storage for equipment during a multiple-day integration. If secure storage is not available for the duration of the multiple day integration period, Data Projections reserves the right to; delay the installation until secure storage is available which could result in project completion delays and additional storage and delay fees; payment in full

for the materials and equipment that cannot be secured thus constituting transfer of ownership and relieving Data Projections of its responsibility and liability for security and protection of said materials and equipment against damage and theft.

- If Customer furnished equipment and existing cabling is to be used, Data Projections assumes that these items are in good working condition and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational and functional before Data Projections' integration begins. Data Projections will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on touch panel layout / correspondence will be completed by the Customer within two business days. {unless otherwise noted}

Integration Project Management Processes

Data Projections will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Needs Analysis – performed prior to Scope of Work
- Project Welcome Notice – emailed upon receipt of Purchase Order/Notice to proceed
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status updates – informal or formal – either by phone, email or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals
- Substantial Completion– Customer walk-through and user acceptance training – prior to Service transition (if purchased)

User Acceptance Training

This is geared specifically towards the end-user / operator. The purpose of this training is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system.

Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut Down

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Statement of Performance

- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

Change Management Procedure
Any changes to the Scope of the project that effect the contractual value of the project must be in writing signed by the Customer and an authorized representative of Data Projections, Inc. Oral changes to the project scope, equipment or materials shall not be binding upon the parties. Changes may impact the ability of Data Projections, Inc. to deliver the desired solution per the original terms of the Contract. After acceptance of this Scope of Work, such signed and approved change orders will be incorporated by reference into and become part of this Contract and will be processed in accordance with the Change Management Procedure detailed below.

Proprietary Notice
This proposal contains confidential information and intellectual property of Data Projections and may be legally privileged. Recipient agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for evaluation of its contents.

Payment Schedule
The total for this proposal/project is presented as a “not to exceed” unless Data Projections and the “client” agree to add hardware, software or functionality not specifically addressed in this Statement of Work/Executive Summary. The payment schedule outlined in the Payment Options section is contingent on the established line of credit approved by the company. If credit terms are extended, the standard terms are NET 30 days. If credit terms are not requested or extended, payment will be required in full before hardware is ordered or installation dates are scheduled.

Returns
The approval of product returns is at the discretion of Data Projections and requires a return authorization number. Products that are defective will be repaired, replaced or credited in accordance with the manufacturer’s warranty. Goods returned for reasons other than warranty or defect must be in original, undamaged and untarnished condition and must include all original packaging, documentation and accessories. Restocking fees may apply to the items being returned. Any custom ordered products cannot be returned. Please consult Data Projections for additional details.

Warranty
All new equipment provided by Data Projections includes each manufacturer’s full warranty from the date of

invoice. Data Projections will honor all warranty requirements as depot service. Data Projections supplies a 90-day workmanship warranty from the date of completion of said system, unless superseded by an extended warranty, service agreement and/or preventative maintenance agreement. If a Data Projections service agreement is purchased all hardware purchased through Data Projections will be covered with no additional service or replacement fees throughout the life of the agreement even if the hardware is no longer covered under the manufacturer's warranty. Data Projections warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including, but not limited to, operating outside of environmental, electrical, temperature or humidity specifications, system alterations neither approved nor performed by Data Projections; or repair by a service facility other than those authorized by the manufacturer.

Indemnification

Data Projections agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, director and employees (Collectively , Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Data Projections' negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom Data Projections is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Data Projections, its officers, directors, employees and sub-consultants (collectively, Data Projections) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Data Projections shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

No Hire Policy

During the term of the Contract, and for a period of one (1) year after the termination of the Contract, or the completion of the Project, whichever is later, the Client agrees that it will not directly solicit the employment of any individual that was employed by Data Projections during the term of the Contract. In the event Client breaches this provision, the parties agree that it would be difficult to establish the precise amount of damages incurred by Data Projections as a result of such conduct, and therefore the parties agree that immediately upon hiring said individual, Client shall pay to Data Projections an amount equal to 50% of the gross annual salary or wages paid to the individual in question during the twelve months prior to the termination of that individual's employment with Data Projections. This fee shall not apply if the individual responds to a general employment advertisement through newspapers, on-line job boards or postings, agencies, open house, or job fairs.

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.

DATA PROJECTIONS

4616 W. Howard Ln
Suite 140
Austin, TX 78728
www.dataprojections.com
512.420.8856

Statement of Performance

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

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.

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

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

Right to Audio
Data Projections 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 Data Projections which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Data Projections agrees that Customer shall have access during normal working hours to all necessary Data Projections 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 Data Projections reasonable advance notice of intended audits

Commissioners Court - Regular Session **21.**

Meeting Date: 11/17/2020

AV Bridge & Cameras - Georgetown Annex Large Meeting Room

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 Data Projections, Inc. to provide and integrate new AV equipment and existing AV equipment for Williamson County Georgetown Annex in the amount of $28,208.82, per the terms of TIPS Contract #171001 and authorizing execution of the agreement.

Background

This agreement will provide and integrate new AV equipment and existing AV equipment into the Large Meeting Room at Williamson County Georgetown Annex at 100 Wilco Way, Georgetown, TX 78626. Department point of contact is Richard Semple. Funding Source is Cares Funding 418P.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum and Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/12/2020 10:05 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 10:16 AM
Purchasing (Originator)	Randy Barker	11/12/2020 10:20 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 10:21 AM
Form Started By: Andrew Portillo		Started On: 11/09/2020 11:48 AM
Final Approval Date: 11/12/2020		

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 Data Projections, 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 11/05/2020;
B. Vendor Sales Agreement;
C. Williamson County Agreement Addendum; and
D. Any necessary insurance certificates.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

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

III.

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

IV.

Good Faith: Vendor agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

Right to Audit: Vendor agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that Customer shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Vendor reasonable advance notice of intended audits. In no circumstances will Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

X.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the Agreements relevant to this Agreement.

XI.

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

XII.

No Assignment: This agreement may not be assigned by either party without prior written consent.

ADDITIONAL REQUIREMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") COMPLIANCE:

XIII.

Clean Air Act and The Federal Water Pollution Control Act Compliance: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

XIV.

Suspension and Debarment: (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XV.

Recovered Materials: (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe

providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

XVI.

Access to Records: The following access to records requirements apply to this Agreement:

(1) The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XVII.

Use of DHS Seals and Related Items: The Vendor shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

XVIII.

Compliance with Federal Law and FEMA Rules: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XIX.

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.

XX.

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.

XXI.

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:
_____	Mark D. Mazac
Authorized Signature	Authorized Signature
Date:_____, 2020	Date: 11/05, 2020

DATA PROJECTIONS

WILCO - Annex Facility - AV Bridge and Cameras - Large Meeting Room - TIPS 171001

Quote # 007618
Version 4

Prepared for:

Williamson County

Don Heflin
don.heflin@wilco.org

DATA PROJECTIONS

4616 W. Howard Ln
Suite 140
Austin, TX 78728
www.dataprojections.com
512.420.8856

Thursday, November 5, 2020

Williamson County
Don Heflin
,
don.heflin@wilco.org

RE: WILCO - Annex Facility - AV Bridge and Cameras - Large Meeting Room - TIPS 171001

Dear Don,

Thank you for allowing Data Projections the opportunity to present this solution for the Williamson County.

As a leading audio visual communications design/build firm, Data Projections is uniquely qualified for a project of this scope. Our experience includes solutions for:

- Multipurpose rooms and auditoriums equipped with large-venue audio visual technology solutions
- Videoconferencing systems incorporating control and complete room collaboration, allowing for on-demand decision making and communication among remote locations
- Conference, board rooms and training rooms of all shapes and sizes
- Digital signage implementations across enterprise, university, and district campuses for immediate message distribution
- Operation Center's (NOC's, EOC's, SOC's) audio visual command and control systems
- College and university classrooms, lecture halls and labs
- Individual school classrooms to entire districts
- And many more unique applications

Because we partner with the best technology companies in the industry, we're able to provide a wide range of comprehensive solutions built around the specific needs of our customers, while taking into account the technical, capital and logistical factors involved in each project and solution.

Rapid and effective communication is key to staying ahead of the competition. Better communication leads to better decisions - and better results. How do you maintain consistent communication across your organization as well as external audiences? Data Projections' team of professionals will keep you simply connected.

Kind regards,

Mark Mazac
Account Executive
Austin

DATA
PROJECTIONS

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Suite 140
Austin, TX 78728
www.dataprojections.com
512.420.8856

Executive Summary

Scope Introduction

Data Projections is providing this proposal at the request of Williams County for adding AV Bridge, Cameras for VTC capabilities and reprogramming of the room AV System as summarized below.

-Project Location:
Williamson County Annex
Large Meeting Room
100 Wilco Way
Georgetown, Texas 78626

-Onsite Point of Contact:
Don Heflin
Williamson County – IT
Phone: 512-943-1490
Don.heflin@wilco.org

SCOPE OF WORK

Data Projections will provide and integrate new AV equipment and existing AV equipment into all the WILCO Annex Facility – Large Meeting Room as detailed below.

Annex Large Meeting Room-

Video:

- Existing Extron PoleVault system with Large Projector to stay in place
  - PoleVault PVS 407D is the switcher model and is located above ceiling at projector location
- NEW Owner Furnished PC to be installed at Rack for Video Conferencing Software
  - PC Video Extended via Transmitter/Receiver to PVS 407D
  - Input 3 & 4 should be available

Video Conferencing:

- Qty. 2 – Vaddio RoboSHOT 30 Cameras
  - Presenter Camera Located beside projector
    Drop tile mount beside projector
  - Audience Camera
    Drop tile mount in front area
- Qty. 1 – AV Bridge 2x1
  - AV Bridge will support 2 – cameras only
    Content will not be an available input through the AV Bridge
    Presenters will join meeting via VTC Software (Teams, Zoom, etc.) and present wirelessly
    - Presenters will mute camera and mute microphone so it won't create feedback loop

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Executive Summary

- System can select between Audience and Presenter, just Presenter, or Just Audience view through Touch Panel
- Qty. 1 – USB Extender from OFE PC into Training Room for Keyboard and Mouse control
  - Wall plate Location TBD with Wilco
- OFE Lavalier Mic to be used for Presenter during VTC
- OFE Audience HandHeld to be used for crowd mic during VTC

Control:

- New Touch Panel
  - Remove MLC 104 IP Plus and Biamp TEC-1
  - Touch Panel will have PTZ Camera Controls, Audio Controls, Video Source Selection
- New IPCP Processor
  - RS-232 for AV Bridge, 2 – Cameras
  - IP control for PVS 407D and Projector

Misc. Hardware

- Cables, Connectors and Consumables detailed in quote and/or included in Project Totals

Special Notes:
-Williamson County will ensure DPI technicians have 2-3 full days of full access to the space for installation and testing of AV Systems.
-Williamson County ensures that all existing owner-furnished-equipment (OFE) is in good working condition, if applicable.
-Williamson County will ensure Electrical is place for new AV Systems and in the IDF, if required.

Scope Conclusion:
Upon acceptance of this proposal, provide a signed proposal and Purchase Order including payment method delivered to Data Projections. Installation date will be confirmed once this documentation is received.

Change Orders:
As noted elsewhere in this document, no product changes/substitutions nor changes or modifications in equipment location will be made without the express written consent of Williamson County & Data Projections. Any requests for deviation to this contract or incomplete client requirements may result in additional fees.

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Room 1 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
Large Meeting Room					
Video Conferencing System					
VADDIO	999-99630-100W	RoboSHOT 30E OneLINK HDMI SYS WHT	$4,524.38	2	$9,048.76
VADDIO	999-82000-000	Suspended Ceiling Mount WHT	$439.38	2	$878.76
VADDIO	999-8250-000	AV Bridge 2x1 N/A	$2,300.61	1	$2,300.61
Extron	60-1473-23	Twisted Pair Extender for USB Peripherals - Decorator-Style Wallplate	$524.39	1	$524.39
Extron	60-1471-12	Twisted Pair Extender for USB Peripherals	$426.83	1	$426.83
Extron	60-1631-52	HDMI 4K/60 DTP2 Transmitter with Audio Embedding	$457.32	1	$457.32
Extron	60-1631-53	HDMI 4K/60 DTP2 Receiver with Audio De-Embedding	$463.41	1	$463.41
Control System					
Extron	60-1432-01	IP Link Pro Control Processor	$1,579.27	1	$1,579.27
Extron	60-1566-03	10" Wall Mount TouchLink Pro Touchpanel - White	$1,579.27	1	$1,579.27

Subtotal: $17,258.62

Room 1 Services

Product Details	Ext. Price
Installation Labor	$2,625.00
Project Management	$1,250.00
Design/Engineering	$840.00
Programming Labor	$3,850.00

DATA PROJECTIONS

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Subtotal: $8,565.00

Miscellaneous Materials

Product Details	Ext. Price
Miscellaneous Materials	$857.80

Subtotal: $857.80

Service & Maintenance

Product Details	Ext. Price
Service & Maintenance	$1,208.10

Subtotal: $1,208.10

DATA PROJECTIONS

4616 W. Howard Ln
Suite 140
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www.dataprojections.com
512.420.8856

WILCO - Annex Facility - AV Bridge and Cameras - Large Meeting Room - TIPS 171001

Prepared by:
Austin
Mark Mazac
(512) 271-6538
Fax 512.420.9185
mmazac@dataprojections.com

Prepared for:
Williamson County
,
Don Heflin
(512) 943-1490
don.heflin@wilco.org

Quote Information:
Quote #: 007618
Version: 4
Delivery Date: 11/05/2020
Expiration Date: 12/07/2020

Quote Summary

Description	Amount
Room 1 - Hardware	$17,258.62
Room 1 Services	$8,565.00
Miscellaneous Materials	$857.80
Service & Maintenance	$1,208.10
Subtotal:	$27,889.52
Shipping:	$319.30
Total:	$28,208.82

Payment Options

Description	Payments	Interval	Amount
Payment Options			
Net 30	1	One-Time	$28,208.82

Other service options available. Contact your sales representative.

By signing this agreement, you are accepting our Terms and Conditions. This does not negate the need for a purchase order or any other purchasing requirement which your company necessitates. Data Projections reserves the right to require a customer down payment/deposit contingent on the creditworthiness of the customer.

DATA
PROJECTIONS

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Austin		Williamson County	
Signature:	Mark D. Mazac	Signature:	
Name:	Mark Mazac	Name:	Don Heflin (per Judge Bill Gravell)
Title:	Account Executive	Date:	
Date:	11/05/2020		

DATA PROJECTIONS

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Statement of Performance

TERMS AND CONDITIONS

Notice

This Scope of Work is delivered on the basis of the following Assumptions:

- Site preparation by the Customer includes electrical, wall reinforcement, telephone and data network infrastructure placement per Data Projections specification.
- All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by Data Projections project manager.
- In Room(s) where installation is to be completed are to be made available for Data Projections exclusive use on the days of the scheduled installation. Unless specifically arranged in advance, rooms will be available during normal business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM excluding holidays. All required spaces (rooms, access points, etc.) must be available at the start of the installation and remain available for the duration of the Project. Any required space that is unavailable during the scheduled installation time frame may result in delayed delivery of the Project and/or additional charges. Additional rates will only be applied after execution of Data Projections generated Project Change Request according to the Change Management Procedure section following and signed approval by Owner or Owner's representative.
- The project schedule must allow for sufficient time for completion of all installation and final testing of systems prior to occupancy of the site. If sufficient time is not allowed, Data Projections will be held harmless for systems that do not meet requirements. In this case, all costs associated with completion of work, including overtime labor rates, will be considered outside the scope of this offering and billable to the Client. Unless otherwise stated, the installation shall be scheduled contiguously from start to finish. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such prior to acceptance of this SOW. If notification is made after initial acceptance of this SOW, Change Management Procedure section following shall be implemented and additional charges may apply. Data Projections reserves the right to revise the proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available at the time of that the original proposal was issued.
- Data Projections reserves the right to substitute equipment of similar specifications should any of the specified equipment be unavailable at time of order from the manufacturer. This will be done in an effort to maintain the completeness of the proposed audiovisual system and meet the anticipated installation schedule. Data Projections will notify the client in the event there is a need for any equipment substitutions.
- There is secure storage for equipment during a multiple-day integration. If secure storage is not available for the duration of the multiple day integration period, Data Projections reserves the right to; delay the installation until secure storage is available which could result in project completion delays and additional storage and delay fees; payment in full

for the materials and equipment that cannot be secured thus constituting transfer of ownership and relieving Data Projections of its responsibility and liability for security and protection of said materials and equipment against damage and theft.

- If Customer furnished equipment and existing cabling is to be used, Data Projections assumes that these items are in good working condition and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational and functional before Data Projections' integration begins. Data Projections will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on touch panel layout / correspondence will be completed by the Customer within two business days. {unless otherwise noted}

Integration Project Management Processes

Data Projections will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Needs Analysis – performed prior to Scope of Work
- Project Welcome Notice – emailed upon receipt of Purchase Order/Notice to proceed
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status updates – informal or formal – either by phone, email or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals
- Substantial Completion– Customer walk-through and user acceptance training – prior to Service transition (if purchased)

User Acceptance Training

This is geared specifically towards the end-user / operator. The purpose of this training is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system.

Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut Down

DATA
PROJECTIONS

4616 W. Howard Ln
Suite 140
Austin, TX 78728
www.dataprojections.com
512.420.8856

Statement of Performance

- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

Change Management Procedure
Any changes to the Scope of the project that effect the contractual value of the project must be in writing signed by the Customer and an authorized representative of Data Projections, Inc. Oral changes to the project scope, equipment or materials shall not be binding upon the parties. Changes may impact the ability of Data Projections, Inc. to deliver the desired solution per the original terms of the Contract. After acceptance of this Scope of Work, such signed and approved change orders will be incorporated by reference into and become part of this Contract and will be processed in accordance with the Change Management Procedure detailed below.

Proprietary Notice
This proposal contains confidential information and intellectual property of Data Projections and may be legally privileged. Recipient agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for evaluation of its contents.

Payment Schedule
The total for this proposal/project is presented as a “not to exceed” unless Data Projections and the “client” agree to add hardware, software or functionality not specifically addressed in this Statement of Work/Executive Summary. The payment schedule outlined in the Payment Options section is contingent on the established line of credit approved by the company. If credit terms are extended, the standard terms are NET 30 days. If credit terms are not requested or extended, payment will be required in full before hardware is ordered or installation dates are scheduled.

Returns
The approval of product returns is at the discretion of Data Projections and requires a return authorization number. Products that are defective will be repaired, replaced or credited in accordance with the manufacturer’s warranty. Goods returned for reasons other than warranty or defect must be in original, undamaged and untarnished condition and must include all original packaging, documentation and accessories. Restocking fees may apply to the items being returned. Any custom ordered products cannot be returned. Please consult Data Projections for additional details.

Warranty
All new equipment provided by Data Projections includes each manufacturer’s full warranty from the date of

invoice. Data Projections will honor all warranty requirements as depot service. Data Projections supplies a 90-day workmanship warranty from the date of completion of said system, unless superseded by an extended warranty, service agreement and/or preventative maintenance agreement. If a Data Projections service agreement is purchased all hardware purchased through Data Projections will be covered with no additional service or replacement fees throughout the life of the agreement even if the hardware is no longer covered under the manufacturer's warranty. Data Projections warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including, but not limited to, operating outside of environmental, electrical, temperature or humidity specifications, system alterations neither approved nor performed by Data Projections; or repair by a service facility other than those authorized by the manufacturer.

Indemnification

Data Projections agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, director and employees (Collectively , Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Data Projections' negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom Data Projections is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Data Projections, its officers, directors, employees and sub-consultants (collectively, Data Projections) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Data Projections shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

No Hire Policy

During the term of the Contract, and for a period of one (1) year after the termination of the Contract, or the completion of the Project, whichever is later, the Client agrees that it will not directly solicit the employment of any individual that was employed by Data Projections during the term of the Contract. In the event Client breaches this provision, the parties agree that it would be difficult to establish the precise amount of damages incurred by Data Projections as a result of such conduct, and therefore the parties agree that immediately upon hiring said individual, Client shall pay to Data Projections an amount equal to 50% of the gross annual salary or wages paid to the individual in question during the twelve months prior to the termination of that individual's employment with Data Projections. This fee shall not apply if the individual responds to a general employment advertisement through newspapers, on-line job boards or postings, agencies, open house, or job fairs.

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.

DATA PROJECTIONS

4616 W. Howard Ln
Suite 140
Austin, TX 78728
www.dataprojections.com
512.420.8856

Statement of Performance

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

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.

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

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

Right to Audio
Data Projections 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 Data Projections which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Data Projections agrees that Customer shall have access during normal working hours to all necessary Data Projections 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 Data Projections reasonable advance notice of intended audits

Commissioners Court - Regular Session **22.**

Meeting Date: 11/17/2020

TFE Historic Courthouse Teams Upgrade

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 service contract between Williamson County and Technology for Education LLC d/b/a TFE Connect to add TEAMS functionality to the Williamson County Georgetown Historic Courthouse in the amount of $11,712.00 pursuant to the terms of TIPS Contract #200105 and authorizing execution of the agreement.

Background

This agreement will provide the installation of a conference bridge system with video and audio to remote attendees at the Williamson County Georgetown Historic Courthouse. Department point of contact is Richard Semple. Funding source is 418P.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum and Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/12/2020 10:38 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 11:25 AM
Form Started By: Andrew Portillo		Started On: 11/10/2020 08:34 AM
Final Approval Date: 11/12/2020		

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 Technology for Education 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 10/29/2020;
B. Vendor Sales Agreement;
C. Williamson County Agreement Addendum; and
D. Any necessary insurance certificates.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

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

III.

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

IV.

Good Faith: Vendor agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

Right to Audit: Vendor agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that Customer shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Vendor reasonable advance notice of intended audits. In no circumstances will Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

X.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the Agreements relevant to this Agreement.

XI.

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

XII.

No Assignment: This agreement may not be assigned by either party without prior written consent.

ADDITIONAL REQUIREMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") COMPLIANCE:

XIII.

Clean Air Act and The Federal Water Pollution Control Act Compliance: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

XIV.

Suspension and Debarment: (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XV.

Recovered Materials: (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe

providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

XVI.

Access to Records: The following access to records requirements apply to this Agreement:

(1) The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XVII.

Use of DHS Seals and Related Items: The Vendor shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

XVIII.

Compliance with Federal Law and FEMA Rules: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XIX.

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.

XX.

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.

XXI.

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: Technology for Education LLC
_____	_____
Authorized Signature	Authorized Signature
Date:_____, 2020	Date: November 5 , 2020

2 Sierra Way, Suite 105 | Georgetown, Texas 78626 | (P) 888.902.5563
2090 IH35N, Suite 4110 | New Braunfels, Texas 78130 | (P) 210.504.6945
www.tfeconnect.com

Date: October 30, 2020
To: Williamson County
Attn: Don Heflin
Re: Historic Courthouse TEAMs Upgrade
Quote: 100465

Don,

This letter is to provide you with overall pricing and Scope of Work to add TEAMS functionality to the Historic Courthouse.

Total..... $11,712.00

Note: Pricing and purchasing through TIPs Contract #200105

Scope of Work

- Install Conference Bridge system to allow bidirectional audio and video to remote attendees.
- Add video extension to dais for remote computer location.
- Reprogram audio DSP.
- Reprogram Crestron system to accommodate increased functionality.

Terms and Conditions

- Pricing based on performance of work during standard business hours of Monday through Friday, 8:00 AM to 5:00 PM.
- If required, customer will provide all installation personnel with access badges, keys, and/or escorts in order to perform the work in a timely manner.
- Customer will have a designated Project Manager to answer any/all questions that might arise during the project installation.
- Customer will provide an area of adequate size for storage of materials.
- Return trips for operational verification of other vendors' equipment will be at standard billable rates should there be no fault found with TFE installation.
- Any customer requested work and/or materials beyond the original scope of work described in this proposal are subject to additional charges. An authorized signature is required before any additional work will be performed. Any changes in the scope of work may require additional time to complete the project.
- TFE will not rough-in any cable until site is determined ready by TFE. (i.e. paint, electrical, secure facility, etc.)
- Cable color is specified by TFE unless previously agreed upon between customer and TFE.
- Payment for materials is due upon delivery.
- Customer is responsible for any applicable sales and/or use tax.

Should you have any questions or require further assistance please contact me at your convenience.

Sincerely,
Dan Stout, CTS
TFE | Audio Video Design Engineer
312-607-7717
dan.stout@tfeconnect.com

Commissioners Court - Regular Session **23.**

Meeting Date: 11/17/2020

TFE Georgetown Historic Courthouse Camera System TIPS 200105

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 service contract between Williamson County and Technology for Education LLC d/b/a TFE Connect for the installation of additional camera system at the Williamson County Georgetown Historic Courthouse in the amount of $2,915.00 pursuant to the terms of TIPS Contract #200105 and authorizing execution of the agreement.

Background

This agreement will provide the installation of IP PTZ Camera, two data cables, touch panel to allow A/B switching at podium at the Williamson County Georgetown Historic Courthouse. Department point of contact is Richard Semple. Funding source is 418P

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum and quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/12/2020 10:39 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 11:25 AM
Form Started By: Andrew Portillo		Started On: 11/10/2020 08:49 AM
Final Approval Date: 11/12/2020		

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 Technology for Education 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 10/29/2020;
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.

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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.

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.

XX.

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.

XXI.

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: Technology for Education LLC
_____	_____
Authorized Signature	Authorized Signature
Date:_____, 2020	Date: November 5 , 2020

2 Sierra Way, Suite 105 | Georgetown, Texas 78626 | (P) 888.902.5563
2090 IH35N, Suite 4110 | New Braunfels, Texas 78130 | (P) 210.504.6945
www.tfeconnect.com

Date: Oct 30, 2020
To: Williamson County
Attn: Don Heflin
Re: Georgetown Historic Courthouse
Quote: 89429

Don:

This letter is to provide you with overall pricing and Scope of Work for the additional camera system at the Georgetown Historic Courthouse. This includes re-programming of the Crestron Touch Panel.

Total..... $2,915.00

Note: Pricing and purchasing through TIPs Contract #200105

Scope of Work

MAIN RENOVATIONS

- Install OFCI streaming IP PTZ Camera.
- Add two data cables to camera location. One for H.264 Streaming and one for PTZ Control
- Add code to Touchpanel to allow A/B switching of podium and camera sources to Swaggit Encoder
- Add video preview of camera to Touchpanel
- Add PTZ Control of camera to Touchpanel
- Swagit installation covered in original base proposal

Terms and Conditions

- Pricing based on performance of work during standard business hours of Monday through Friday, 8:00 AM to 5:00 PM.
- If required, customer will provide all installation personnel with access badges, keys, and/or escorts in order to perform the work in a timely manner.
- Customer will have a designated Project Manager to answer any/all questions that might arise during the project installation.
- Customer will provide an area of adequate size for storage of materials.
- Return trips for operational verification of other vendors' equipment will be at standard billable rates should there be no fault found with TFE installation.
- Any customer requested work and/or materials beyond the original scope of work described in this proposal are subject to additional charges. An authorized signature is required before any additional work will be performed. Any changes in the scope of work may require additional time to complete the project.
- TFE will not rough-in any cable until site is determined ready by TFE. (i.e. paint, electrical, secure facility, etc.)
- Cable color is specified by TFE unless previously agreed upon between customer and TFE.
- Payment for materials is due upon delivery.
- Customer is responsible for any applicable sales and/or use tax.

Should you have any questions or require further assistance please contact me at your convenience.

Sincerely,
Dan Stout, CTS
TFE | AV Estimating Engineer
312-607-7717
dan.stout@tfeconnect.com

Commissioners Court - Regular Session **24.**

Meeting Date: 11/17/2020

TFE ESOC Upgrades - Phase 1 & 2

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 service contract between Williamson County and Technology for Education LLC d/b/a TFE to provide the service of Phase 1 Install Control System in the amount of $42,533.00 and Phase 2 Install Cable Encoder System in the amount of $12,190.00 at the Williamson County - ESOC in the total amount of $54,723.00 pursuant to the terms of TIPS Contract #200105 and authorizing execution of the agreement. Funding source is 418P

Background

This agreement will provide for service of installation and removal for Phase One to install a control system that features touch panel interfaces and associated docking equipment and Phase Two will provide a cable encoder system in the head end racks at the Williamson County - ESOC located at 911 Tracy Chambers Ln, Georgetown, TX 78626. Department point of contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum and quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/12/2020 10:44 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 11:26 AM
Form Started By: Andrew Portillo		Started On: 11/10/2020 09:01 AM
Final Approval Date: 11/12/2020		

2 Sierra Way, Suite 105 | Georgetown, Texas 78626 | (P) 888.902.5563
2090 IH35N, Suite 4110 | New Braunfels, Texas 78130 | (P) 210.504.6945
www.tfeconnect.com

Date: October 29, 2020
To: Williamson County
Attn: Don Heflin
Re: ESOC Upgrades – Phase 1 & 2
Quote: 98884

Don,

This letter is to provide you with overall pricing and Scope of Work for modifications and upgrades to the ESOC.

Phase 1 Total $42,533.00

Phase 2 Total $12,190.00

Note: Pricing and purchasing through TIPs Contract #200105

Scope of Work

Phase 1 – Control System

- Remove existing iPad touchpanel interfaces and associated docking equipment.
- Fit new plates in place to cover vacated docking spaces.
- Relocate, if needed, data drops for new in-wall Touchpanels.
- Install new 7" touchpanels in walls, racks, and table top locations.
- Install new control processor in head-end rack for expanded capabilities and processing power.
- Reprogram control system.
- Perform testing of the new code in a side-by-side arrangement with the old code and controllers. This will allow testing to proceed without the need for active systems to be pulled off-line.
- Go live with new code once testing is complete and confirmed.

Phase 2 – Cable Encoder System

- Remove and replace 4 Cable Encoders in the headend racks.
- Provide 1 spare Cable Encoder for future repair.
- Provide 5 additional power supplies for future repair.

Terms and Conditions

- Pricing based on performance of work during standard business hours of Monday through Friday, 8:00 AM to 5:00 PM.
- If required, customer will provide all installation personnel with access badges, keys, and/or escorts in order to perform the work in a timely manner.
- Customer will have a designated Project Manager to answer any/all questions that might arise during the project installation.
- Customer will provide an area of adequate size for storage of materials.
- Return trips for operational verification of other vendors' equipment will be at standard billable rates should there be no fault found with TFE installation.
- Any customer requested work and/or materials beyond the original scope of work described in this proposal are subject to additional charges. An authorized signature is required before any additional work will be performed. Any changes in the scope of work may require additional time to complete the project.
- TFE will not rough-in any cable until site is determined ready by TFE. (i.e. paint, electrical, secure facility, etc.)
- Cable color is specified by TFE unless previously agreed upon between customer and TFE.
- Payment for materials is due upon delivery.
- Customer is responsible for any applicable sales and/or use tax.

Should you have any questions or require further assistance please contact me at your convenience.

Sincerely,
Dan Stout, CTS

2 Sierra Way, Suite 105 | Georgetown, Texas 78626 | (P) 888.902.5563
2090 IH35N, Suite 4110 | New Braunfels, Texas 78130 | (P) 210.504.6945
www.tfeconnect.com

TFE | Audio Video Design Engineer
312-607-7717
dan.stout@tfeconnect.com

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 Technology for Education 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 10/29/2020;
B. Vendor Sales Agreement;
C. Williamson County Agreement Addendum; and
D. Any necessary insurance certificates.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

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

III.

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

IV.

Good Faith: Vendor agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

Right to Audit: Vendor agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that Customer shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Vendor reasonable advance notice of intended audits. In no circumstances will Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

X.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the Agreements relevant to this Agreement.

XI.

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

XII.

No Assignment: This agreement may not be assigned by either party without prior written consent.

ADDITIONAL REQUIREMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") COMPLIANCE:

XIII.

Clean Air Act and The Federal Water Pollution Control Act Compliance: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

XIV.

Suspension and Debarment: (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XV.

Recovered Materials: (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe

providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

XVI.

Access to Records: The following access to records requirements apply to this Agreement:

(1) The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XVII.

Use of DHS Seals and Related Items: The Vendor shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

XVIII.

Compliance with Federal Law and FEMA Rules: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XIX.

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.

XX.

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.

XXI.

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: Technology for Education LLC
_____	_____
Authorized Signature	Authorized Signature
Date:_____, 2020	Date: November 5 , 2020

Commissioners Court - Regular Session **25.**

Meeting Date: 11/17/2020

TFE Teams Kit Install

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 service contract between Williamson County and Technology for Education LLC d/b/a TFE Connect to add teams kit install at the three (3) Williamson County EMS departments, two (2) IT departments and Commissioner Precinct 3 in the amount of $5,831.00 pursuant to the terms of TIPS Contract #200105 and authorizing execution of the agreement.

Background

This agreement will provide the installation of complete software installation, registration, and configuration of TEAMS at the Williamson County three (3) EMS Departments, two (2) IT Departments and Commissioner Precinct 3. Department point of contact is Richard Semple. Funding source is 418P.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum and quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/12/2020 09:34 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 09:42 AM
Form Started By: Andrew Portillo		Started On: 11/10/2020 09:15 AM
Final Approval Date: 11/12/2020		

2 Sierra Way, Suite 105 | Georgetown, Texas 78626 | (P) 888.902.5563
2090 IH35N, Suite 4110 | New Braunfels, Texas 78130 | (P) 210.504.6945
www.tfeconnect.com

To: **Williamson County**

Quote#:100063

Date: **October 29, 2020**

Attn: **Don Heflin**

Account Manager: **Joanna Herrera**

RE: **Teams Kit Install** **Pricing through TIPs Contract #200105**

AV Design Engineer: **Dan Stout, CTS**

Qty	Part #	Description	Price Each	Extended
6		Conference Room Installation	$ -	$ -
6		Logitech OFCI Bundle. Includes:	$ -	$ -
6		Logitech Rally Cam, Speaker, Hub	$ -	$ -
6		Logitech Touch Panel - Owner to configure	$ -	$ -
6		Cables and Accessories	$ -	$ -
6		Owner to complete software Installation, registration, and configuration	$ -	$ -
6			$ -	$ -
6	RENO	TFE Dismount TV, Equipment Install, Remount	$ -	$ -
6	RENO	TFE Core Table with new Passthrough, as needed	$ 18.00	$ 108.00
6	MISC	TFE Cable Management (Carpet Surface Cable runner, Undertable Mount, etc)	$ 118.00	$ 708.00
6		Additional electric, if needed, not included	$ -	$ -
6		Additional Data drops, if needed, not included	$ -	$ -
6		If provided cables prove to be of insuffient length, add'l costs TBD	$ -	$ -
1	TFE-MGMNT	Project Management	$ 155.00	$ 155.00
1	TFE-LABOR	Labor, Installation and Testing	$ 4,860.00	$ 4,860.00
			Total	**$ 5,831.00**

Terms and Conditions

* Pricing is based on an eight (8) hour workday, Monday through Friday, 8:00 AM to 5:00 PM.
* If required, customer will provide all installation personnel with access badges, keys, and/or escorts in order to perform the work in a timely manner.
* Customer will have a designated Project Manager to answer any/all questions that might arise during the project installation.
* Customer will provide an area, of adequate size, for storage of materials.
* Return trips for operational verification of other vendors' equipment will be at billable rates should there be no fault found with the cabling installation.
* Any customer requested work and/or materials beyond the original scope of work described in this proposal are subject to additional charges. An authorized signature is required before any additional work will be performed. Due to time constraints, any changes in the scope of work may require additional time to complete the project.
* TFE will not rough-in any cable until site is determined ready by TFE. (ie. paint, electrical, secure facility, ect.)
* Cable color is specified by TFE unless previously agreed upon between customer and TFE.
* Customer is responsible for any applicable sales and/or use tax.

Scope

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 Technology for Education 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 10/29/2020;
B. Vendor Sales Agreement;
C. Williamson County Agreement Addendum; and
D. Any necessary insurance certificates.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

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

III.

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

IV.

Good Faith: Vendor agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

Right to Audit: Vendor agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that Customer shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Vendor reasonable advance notice of intended audits. In no circumstances will Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

X.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the Agreements relevant to this Agreement.

XI.

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

XII.

No Assignment: This agreement may not be assigned by either party without prior written consent.

ADDITIONAL REQUIREMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") COMPLIANCE:

XIII.

Clean Air Act and The Federal Water Pollution Control Act Compliance: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

XIV.

Suspension and Debarment: (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XV.

Recovered Materials: (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe

providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

XVI.

Access to Records: The following access to records requirements apply to this Agreement:

(1) The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XVII.

Use of DHS Seals and Related Items: The Vendor shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

XVIII.

Compliance with Federal Law and FEMA Rules: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XIX.

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.

XX.

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.

XXI.

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: Technology for Education LLC
_____	_____
Authorized Signature	Authorized Signature
Date:_____, 2020	Date: November 5 , 2020

Commissioners Court - Regular Session **26.**

Meeting Date: 11/17/2020

Renewal option 3 with Mcliff Coffee and Vending

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Vending Services Contract 1709-189, renewal option period 3, for the same pricing, terms and conditions, for the term of December 5, 2020 – December 4, 2021, with Mcliff Coffee and Vending.

Background

This is a commission-based revenue contract and is no cost to the County. The funds are deposited into County Judge, Employee Fund 01.0409-0000-370500 as miscellaneous revenue. The department point of contact is Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1709-189 renewal option 3 with Mcliff Coffee and Vending

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/12/2020 10:45 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 11:28 AM
Form Started By: Dianne West		Started On: 11/10/2020 01:46 PM
Final Approval Date: 11/12/2020		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	**Department:**	Facilities
Vendor Name:	Mcliff Coffee + Vending		
Vendor Address:	204 W. Powell Lane, Bldg 4, Austin, TX 78753		
Purpose/Intended Use of Product or Service (summary):			
Vending Machine Services			
P.O./Contract Number:	1709-189	**Effective Date:**	12/05/2020
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	12/04/2021
Requested By:	Christi Stromberg, Facilities Contract Coordinator		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- **Provide a completed Texas Form 1295 and renewed Certificate of Insurance**
- **Extend Contract for the third (#3) of four (#4) one-year renewal option periods:**

Renewal Option Period 3	December 5, 2020 – December 4, 2021
Renewal Option Period 2	December 5, 2019 - December 4, 2020
Renewal Option Period 1	December 5, 2018 – December 4, 2019
Initial Contract Period	December 5, 2017 – December 4, 2018

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

Vendor Mcliff Coffee & Vending

Name Joseph W. Giametti

Title Operations Manager

Signature Joseph W. Giametti

Date 11-9-20

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

Bill Gravell

Williamson County Judge

Signature _____

Date _____

Commissioners Court - Regular Session **27.**

Meeting Date: 11/17/2020

River Ranch Park (P315) – Prime Construction Change Order No. 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 River Ranch Park (P315); Prime Construction Change Order #9 in the amount of $7,348.05. This change order is being funded by owner's contingency from within the original project budget.

Background

This change order is for labor and materials to provide 65 Type I Bollards. 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

Prime Change Order #9-RRCP

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/12/2020 10:51 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 11:51 AM
Form Started By: Wendy Danzoy		Started On: 11/12/2020 09:59 AM
Final Approval Date: 11/12/2020		

PRIME CONSTRUCTION COMPANY, INC.

WWW.PCCIUSA.COM 20907 Martin Ln Pflugerville, TX 78660 (office) 512.244.7799 (fax) 512.990.9886

CHANGE ORDER NO. 09

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:

Furnish and install all materials, tools, and labor required for the following scopes of work:

Change Event #110 – Additional Type 1 Bollards (65 ea.)

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: $7,348.05

Design Workshop

11/10/20
Signature / Date

Claire Hempel
Printed Name

Prime Construction Company Inc.

11/3/2020
Signature / Date

Herb Deazvedo
Printed Name

Williamson County

11/3/20
Signature / Date

Dale Butler
Printed Name

Prime Construction Company Inc.
20907 Martin Lane
Pflugerville, Texas 78660
P: (512) 244-7799
F: (512) 990-9886

Project: 02.18010 - River Ranch County Park Phase 1 Improvements
1751 County Road 282
Liberty Hill, Texas 78642

CHANGE EVENT #110 - Additional Type 1 Bollards

Origin:

Date Created: 8/19/2020

Created By: Gregg Matocha

Status: Open

Scope: Out of Scope

Type: TBD

Change Reason: Design Development

Description: **CE #110 - Additional Type 1 Bollards**

65 ea Type 1 Bollard

Attachments:

CHANGE EVENT LINE ITEMS

			Revenue			Cost					
Cost Code	**Cost Type**	**Vendor / Contract**	**ROM**	**Prime PCO**	**Latest Price**	**ROM**	**RFQ**	**Commit.**	**Latest Cost**	**Over/ Under**	**Budget Mod.**
			$6,680.05		$6,680.05	$6,680.05			$6,680.05	$0.00	
	Description: Additional Type 1 Bollards										
			$668.00		$668.00	$668.00			$668.00	$0.00	
	Description: OHP										
Grand Totals			**$7,348.05**	**$0.00**	**$7,348.05**	**$7,348.05**	**$0.00**	**$0.00**	**$7,348.05**	**$0.00**	**$0.00**

Commissioners Court - Regular Session **28.**

Meeting Date: 11/17/2020

Inner Loop Annex (P434) – Vaughn Construction Change Order No. 26

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 Inner Loop Annex Project (P434); Vaughn Construction Change Order #26 in the amount of $2,444.00. This change order is being funded by owner's contingency from within the original project budget.

Background

This change order is to provide demolition of Plan west Wall in Workrooms 300B and 300C. There are no time extensions included. On January 7, 2020, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders up to $30,000 in relation to Williamson County Inner Loop Annex 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

Inner Loop Annex Renovation (P434) - Vaughn Change Order #26

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/12/2020 10:51 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 11:52 AM
Form Started By: Wendy Danzoy		Started On: 11/12/2020 10:05 AM
Final Approval Date: 11/12/2020		

VAUGHN
CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

August 24, 2020

Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

Re: Annex Renovation
Job No: 279101

Subj: Change Proposal No. 279101-0026

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $2,444 (two thousand four hundred forty-four) dollars to provide Demolition of Plan West Wall in Work Rooms 300B and 300C for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0026

QUOTATION :

Item	Labor	Materials	Subs	Total
Demolition of Plan West Wall in Work Rooms 300B and 300C	$498.00	$623.00	$0.00	$1,121.00
Includes installation of (1) Quad Receptacle, (1) Data Drop, and associated materials in Workroom 300B	$0.00	$0.00	$1,168.00	$1,168.00
Totals	$498.00	$623.00	$1,168.00	$2,289.00
	Insurance, Tax, Benefits on Labor			$7.62
	Overhead			$0.00
	Fee on Subs			$116.80
	Fee on JTV			$0.00
	Bond			$30.54
	Remodel Tax			$0.00
	TOTAL			**$2,443.96**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 8/24/2020

Accepted

By: _____

Date 9/4/2020

VAUGHN CONSTRUCTION

By: _____
Thomas Morrill

Proposal Valid for 10 Days

Williamson County Annex Renovation
Form B

Change in Work - Cost Analysis Form

(To Be Completed All Subcontractors, Suppliers & Contractors Associated with the Change Proposal)

roject No. & Name: 2791-01 Wilco Annex Renovation DATE 8/3/2020

Contractor Name: Vaughn Construction Change No. 026

scription of Change: Demolition of Plan West Wall in Work Rooms 300B and 300C

Means Code	Description	Quantity	Unit	Unit Cost	Labor	Material & Equipment	Subcontract
	Labor (2 guys, 1 days)	16.0		$ 26.54	$424.64	$ -	$ -
	Dumpster Pull	1.0			$ -	$ 550.00	$ -
				SUBTOTAL	$ 424.64	$ 550.00	$ -
				BOND			$ -

Work preformed by the Contractor's own employees		SUBTOTAL	$ 974.64
Work up to $10,000.00, add...	15.0%		$ 146.20
Work between $10,000.01 and $20,000.00, add...	10.0%		$ -
Work greater than $20,000.00, add...	7.5%		$ -

Managing subcontracted work		SUBTOTAL	$ -
Work up to $10,000.00, add...	10.0%		$ -
Work between $10,000.01 and $20,000.00, add...	7.5%		$ -
Work greater than $20,000.00, add...	5.0%		$ -

Sales Tax 8.25% $ -

TOTAL FOR THIS CHANGE PROPOSAL $ 1,120.84

Doyle Electric, LLC
917 Sixth St
Marble Falls, Texas 78654
Phone: 512-743-5534

Request for Change Order

08/24/2020

TO:
Vaughn Construction
Doug Boram
Houston, Texas 77042

JOB:
Project: Annex Renovation
301 SE Inner Loop #109
Georgetown, TX 78626

Change Order Number: 552 – 21

CHANGE ORDER INFORMATION: Installation of (1) Quad Receptacle, and (1) Data Drop

WORK DESCRIPTION: Includes installation of (1) Quad Receptacle, (1) Data Drop, and associated materials in Workroom 300B

The total amount of this Change Order is: **$1,168.00**
Total Number of Working Days: **1**

Exclusions:
- **Overtime**
- **Tax**
- **Sheetrock Cutting, or Repair**
- **Paint**
- **Grid Repair**

Sincerely,

Dustin Doyle

Dustin Doyle
Doyle Electric, LLC
512-743-5534

Item#	Description	Qty	Price	Price Unit	Ext Price	Labor	Labor Unit	Ext Labor
1001	3/4" EMT	80.00	139.54	C	111.63	5.00	C	4.00
1002	1" EMT	10.00	247.65	C	24.77	5.50	C	0.55
1445	3/4" Set Screw Steel Conn	2.00	381.23	C	7.62	0.10	E	0.20
1446	1" Set Screw Steel Conn	1.00	486.55	C	4.87	0.12	E	0.12
1545	3/4" Set Screw Steel Cplg	8.00	368.95	C	29.52	0.12	E	0.96
1608	1" Plastic Bushing	1.00	50.61	C	0.51	0.14	E	0.14
2339	3/4" 1-Hole Strap	10.00	48.21	C	4.82	4.00	C	0.40
2340	1" 1-Hole Strap	2.00	79.79	C	1.60	4.00	C	0.08
2472	4" Square x 2-1/8" Deep Box w/brkt (1/2&3/4 KO's)	2.00	5.95	C	11.90	0.30	E	0.60
2660	#12 THHN CU Stranded Wire	246.00	170.94	M	42.05	6.00	M	1.48
3078	1/8" Poly Pull Line	12.00	33.44	M	0.40	3.50	M	0.04
4409	#14-12-10 Wire Termination Labor	3.00	0.00	E	0.00	0.18	E	0.54
4703	20A/125V Spec Grade Dup Rcpt (5-20R)	2.00	4.44	E	8.88	0.30	E	0.60
4897	4" Square-1G Plaster Ring-5/8"D	1.00	2.10	E	2.10	0.15	E	0.15
4902	4" Square-2G Plaster Ring-5/8"D	1.00	2.69	E	2.69	0.15	E	0.15
4982	2G SS Dup Rcpt Plate	1.00	9.41	E	9.41	0.12	E	0.12
6133	Red Wirenuts	3.00	145.79	M	0.44	3.50	C	0.11
7114	Ground Screw with Bare Pigtail	1.00	265.76	C	2.66	2.00	C	0.02
T0001	5/16 Hex Head Screws	100.00	0.12	E	12.00	0.01	E	1.00
					277.87			11.26

Change Order Summary	
Material Total	$277.87
Material Subtotal	$277.87
Electrician Hours	5.63
Electrician per Hour with Burden	$35.03
Overtime Electrician Hours	
OT Electrician per Hour with Burden	N/A
Superintendent Hours	5.63
Superintendent per Hour with Burden	$59.85
OT Superintendent Hours	
OT Superintendent per Hour with Burden	N/A
Labor Subtotal	***$534.17***
Consumables (6% of material)	*$16.67*
Project Management (5% of labor)	*$26.71*
Safety ($0.50 per labor hour)	*$5.63*
Equipment	*$125.00*
Subcontractors	*$0.00*
Direct Costs Subtotals	***$174.01***
Total Costs Subtotal	$986.06
Overhead & Profit (15%)	$147.91
Bond (3%)	$34.02
CHANGE ORDER TOTAL	**$1,168**

Commissioners Court - Regular Session **29.**

Meeting Date: 11/17/2020

Inner Loop Annex (P434) – Vaughn Construction Change Order No. 27

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 Inner Loop Annex Project (P434); Vaughn Construction Change Order #27 in the amount of $3,940.00. This change order is being funded by owner's contingency from within the original project budget.

Background

This change order is to provide demolition and re-work of Conference Room 301. There are no time extensions included. On January 7, 2020, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders up to $30,000 in relation to Williamson County Inner Loop Annex 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

Inner Loop Annex (P434) – Vaughn Construction Change Order No. 27

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/12/2020 10:51 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 11:53 AM
Form Started By: Wendy Danzoy		Started On: 11/12/2020 10:07 AM
Final Approval Date: 11/12/2020		

VAUGHN
CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

August 24, 2020

Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

Re: Annex Renovation
Job No: 279101

Subj: Change Proposal No. 279101-0027

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $3,940 (three thousand nine hundred forty) dollars to provide Demolition and Re-Work of Conference Room 301 for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0027

QUOTATION :

Item	Labor	Materials	Subs	Total
Demolition of Conference Room 301	$977.00	$0.00	$0.00	$977.00
Extend Wall Height in Conference Room 301 and Sheetrock Remaining Outer Walls of Room 301	$0.00	$0.00	$2,142.00	$2,142.00
Includes installation of (1) Receptacle, associated materials in Conference 301, and make safe (7) Lighting fixtures to be removed by others.	$0.00	$0.00	$493.00	$493.00
Totals	$977.00	$0.00	$2,635.00	$3,612.00
	Insurance, Tax, Benefits on Labor			$14.95
	Overhead			$0.00
	Fee on Subs			$263.50
	Fee on JTV			$0.00
	Bond			$49.24
	Remodel Tax			$0.00
	TOTAL			**$3,939.69**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 8/24/2020

Accepted

By: _____

Date 9/4/2020

VAUGHN CONSTRUCTION

By: _____
Thomas Morrill

Proposal Valid for 10 Days

Item#	Description	Qty	Price	Price Unit	Ext Price	Labor	Labor Unit	Ext Labor
1122	3/4" Steel Flex	20.00	121.70	C	24.34	5.00	C	1.00
1869	3/4" Steel 2-Screw Flex Conn	2.00	7.74	E	15.48	0.35	E	0.70
2339	3/4" 1-Hole Strap	2.00	48.21	C	0.96	4.00	C	0.08
2582	1G Gangable Old Work (Cut-in) Switch Box	1.00	5.34	E	5.34	0.80	E	0.80
2660	#12 THHN CU Stranded Wire	66.00	170.94	M	11.28	6.00	M	0.40
4409	#14-12-10 Wire Termination Labor	3.00	0.00	E	0.00	0.18	E	0.54
4703	20A/125V Spec Grade Dup Rcpt (5-20R)	1.00	4.44	E	4.44	0.30	E	0.30
4974	1G SS Dup Rcpt Plate	1.00	2.50	E	2.50	0.10	E	0.10
6133	Red Wirenuts	3.00	145.79	M	0.44	3.50	C	0.11
7114	Ground Screw with Bare Pigtail	1.00	265.76	C	2.66	2.00	C	0.02
T001	Make Safe (7) Fixtures	7.00	0.00	E	0.00	0.40	E	2.80
					67.44			6.85

Change Order Summary	
Material Total	$67.44
Material Subtotal	$67.44
Electrician Hours	3.43
Electrician per Hour with Burden	$35.03
Overtime Electrician Hours	
OT Electrician per Hour with Burden	N/A
Superintendent Hours	3.43
Superintendent per Hour with Burden	$59.85
OT Superintendent Hours	
OT Superintendent per Hour with Burden	N/A
Labor Subtotal	***$324.96***
Consumables (6% of material)	*$4.05*
Project Management (5% of labor)	*$16.25*
Safety ($0.50 per labor hour)	*$3.43*
Equipment	*$0.00*
Subcontractors	*$0.00*
Direct Costs Subtotals	***$23.72***
Total Costs Subtotal	$416.13
Overhead & Profit (15%)	$62.42
Bond (3%)	$14.36
CHANGE ORDER TOTAL	**$493**

Doyle Electric, LLC
917 Sixth St
Marble Falls, Texas 78654
Phone: 512-743-5534

Request for Change Order

08/24/2020

TO:
Vaughn Construction
Doug Boram
Houston, Texas 77042

JOB:
Project: Annex Renovation
301 SE Inner Loop #109
Georgetown, TX 78626

Change Order Number: 552 – 22

CHANGE ORDER INFORMATION: Installation of (1) Receptacle, Make Safe (7) Fixtures

WORK DESCRIPTION: Includes installation of (1) Receptacle, associated materials in Conference 301, and make safe (7) Lighting fixtures to be removed by others.

The total amount of this Change Order is: **$493.00**

Total Number of Working Days: **1**

Exclusions:
- **Overtime**
- **Tax**
- **Sheetrock Cutting, or Repair**
- **Paint**
- **Grid Repair**
- **Demo (7) Fixtures**

Sincerely,

Dustin Doyle

Dustin Doyle
Doyle Electric, LLC
512-743-5534

Standard Drywall, Inc.

4304-A Burch Drive Del Valle, TX 78617

Change Order Proposal

TO:	Thomas Morrill Vaughn Construction 10355 Westpark Dr. Houston, TX 77042	DATE:	August 20, 2020
		JOB NAME:	Wilco Inner Loop Radio Annex
PHONE:	(210) 328-0193		
FAX:	blank	JOB NUMBER:	TX7290 -16

Description: RFI 100 - Extend Wall Height in Conference Room 301 and sheetrock remaining outer walls of Room 301

DETAILS OF WORK	Unit	Quantity	Unit Cost	Total
Materials				
see attached			$ -	$ 337.56
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
		TAX	0.00%	$ -
			Material Subtotal	$ 337.56
Equipment				
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
		TAX	8.25%	$ -
			Equipment Subtotal	$ -
Labor				
See attached				$ 1,525.32
				$ -
				$ -
				$ -
				$ -
				$ -
			Labor Subtotal	$ 1,525.32
			Subtotal	$ 1,862.88
		OH&P	15.00%	$ 279.43
			TOTAL AMOUNT OF CHANGE:	**$ 2,142**
			ADDITIONAL DAYS REQUESTED:	

QUALIFICATIONS:

ACCEPTED BY:

Thomas Morrill — Date

SUBMITTED BY:

Jeremy Riddle — August 20, 2020 — Date

Revised: 9/17/2004

Williamson County Annex Renovation
Form B

Change in Work - Cost Analysis Form

(To Be Completed All Subcontractors, Suppliers & Contractors Associated with the Change Proposal)

roject No. & Name: 2791-01 Wilco Annex Renovation DATE 8/20/2020

Contractor Name: Vaughn Construction Change No. 027

scription of Change: Demolition of Conference Room 301

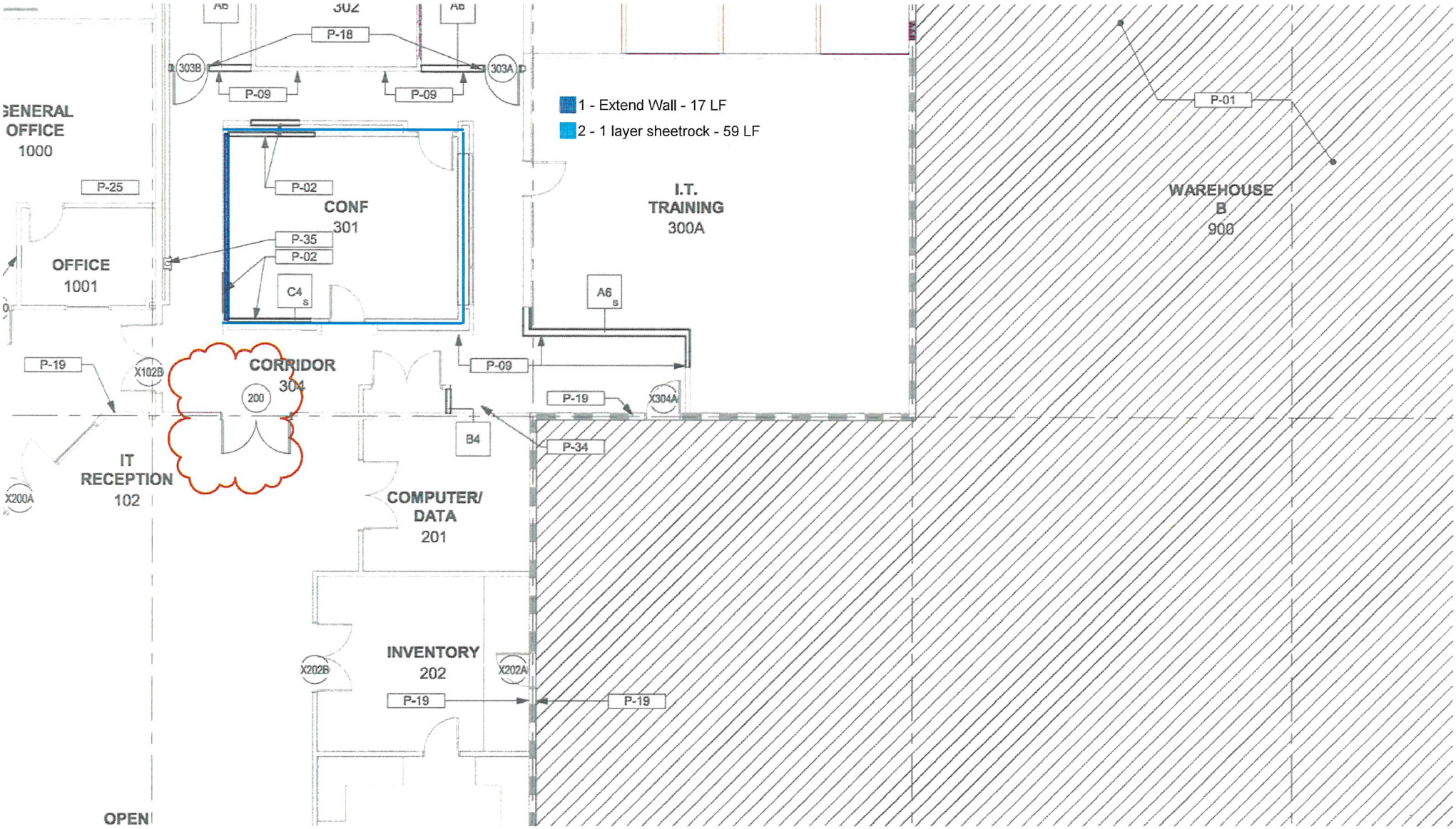
Means Code	Description	Quantity	Unit	Unit Cost	Labor	Material & Equipment	Subcontract
	Labor (2 guys, 2 days)	32.0		$ 26.54	$849.28	$ -	$ -
					$ -		$ -
				SUBTOTAL	$ 849.28	$ -	$ -
				BOND			$ -

Work preformed by the Contractor's own employees		SUBTOTAL	$ 849.28
Work up to $10,000.00, add...	15.0%		$ 127.39
Work between $10,000.01 and $20,000.00, add...	10.0%		$ -
Work greater than $20,000.00, add...	7.5%		$ -

Managing subcontracted work		SUBTOTAL	$ -
Work up to $10,000.00, add...	10.0%		$ -
Work between $10,000.01 and $20,000.00, add...	7.5%		$ -
Work greater than $20,000.00, add...	5.0%		$ -

Sales Tax 8.25% $ -

TOTAL FOR THIS CHANGE PROPOSAL $ 976.67


1 - Extend Wall - 17 LF
2 - 1 layer sheetrock - 59 LF
GENERAL OFFICE 1000
OFFICE 1001
CONF 301
I.T. TRAINING 300A
WAREHOUSE B 900
CORRIDOR 304
IT RECEPTION 102
COMPUTER/ DATA 201
INVENTORY 202
OPEN
P-18
P-09
P-25
P-02
P-35
P-01
P-19
P-34
303B
303A
X102B
X304A
X200A
X202B
X202A
200
B4
C4
A6

Section Markup

Wilco Inner Loop Anex/Radio Shop

Extend Wall In Conference Room

Bid No. 11

		Material		Labor		Subs		Equipment		Other		Total
Net Totals		**337.56**		**1,320.00**		**0.00**		**0.00**		**0.00**		**1,657.56**
Stock		0.00		58.00		--		--		--		58.00
Cleanup		0.00		58.00		--		--		--		58.00
Supervision		--		89.32		--		--		--		89.32
Sub Totals		**337.56**		**1,525.32**		**0.00**		**0.00**		**0.00**		**1,862.88**
Escalation	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
Tax/Burden	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
PerDiem		--		0.00		--		--		--		0.00
Sub Total		**337.56**		**1,525.32**		**0.00**		**0.00**		**0.00**		**1,862.88**
Overhead	15.00%	50.62	15.00%	228.80	0.00%	0.00	0.00%	0.00	0.00%	0.00	15.00%	279.42
Profit	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
Bid total		**388.18**		**1,754.12**		**0.00**		**0.00**		**0.00**		**2,142.30**

Grand Total: **2,142.30**

Commissioners Court - Regular Session **30.**

Meeting Date: 11/17/2020

Inner Loop Annex (P434) – Vaughn Construction Change Order No. 28

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 Inner Loop Annex Project (P434); Vaughn Construction Change Order #28 in the amount of $535.00. This change order is being funded by owner's contingency from within the original project budget.

Background

This change order is to provide the infill of cased openings in elections Storage per RFI 104. There are no time extensions included. On January 7, 2020, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders up to $30,000 in relation to Williamson County Inner Loop Annex 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

Inner Loop Annex (P434) – Vaughn Construction Change Order No. 28

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/12/2020 10:51 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 12:01 PM
Form Started By: Wendy Danzoy		Started On: 11/12/2020 10:09 AM
Final Approval Date: 11/12/2020		

VAUGHN
CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

August 28, 2020

Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

Re: Annex Renovation
Job No: 279101

Subj: Change Proposal No. 279101-0028

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $535 (five hundred thirty-five) dollars to provide the infill of cased opening in Elections Storage per RFI 104 for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0028

QUOTATION :

Item	Labor	Materials	Subs	Total
infill of cased opening in Elections Storage per RFI 104	$0.00	$0.00	$480.00	$480.00
Totals	$0.00	$0.00	$480.00	$480.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$48.00
	Fee on JTV			$0.00
	Bond			$6.68
	Remodel Tax			$0.00
	TOTAL			**$534.68**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 9/2/2020

Accepted

By: _____

Date 9/4/2020

VAUGHN CONSTRUCTION

By: _____
Thomas Morrill

Proposal Valid for 10 Days

Standard Drywall, Inc.

4304-A Burch Drive Del Valle, TX 78617

Change Order Proposal

TO: Thomas Morrill
Vaughn Construction
10355 Westpark Dr.
Houston, TX 77042
PHONE: (210) 328-0193
FAX: blank

DATE: August 27, 2020

JOB NAME: Wilco Inner Loop Radio Annex

JOB NUMBER: TX7290 -18

Description: RFI 104 - Infill cased opening

DETAILS OF WORK	Unit	Quantity	Unit Cost	Total
Materials				
see attached			$ -	$ 68.35
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
		TAX	0.00%	$ -
			Material Subtotal	$ 68.35
Equipment				
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
		TAX	8.25%	$ -
			Equipment Subtotal	$ -
Labor				
see attached				$ 349.42
				$ -
				$ -
				$ -
				$ -
				$ -
			Labor Subtotal	$ 349.42
			Subtotal	$ 417.77
		OH&P	15.00%	$ 62.67
			TOTAL AMOUNT OF CHANGE:	**$ 480**
			ADDITIONAL DAYS REQUESTED:	

QUALIFICATIONS:

ACCEPTED BY:

Thomas Morrill Date

SUBMITTED BY:

August 27, 2020
Jeremy Riddle Date

Revised: 9/17/2004

Section Markup

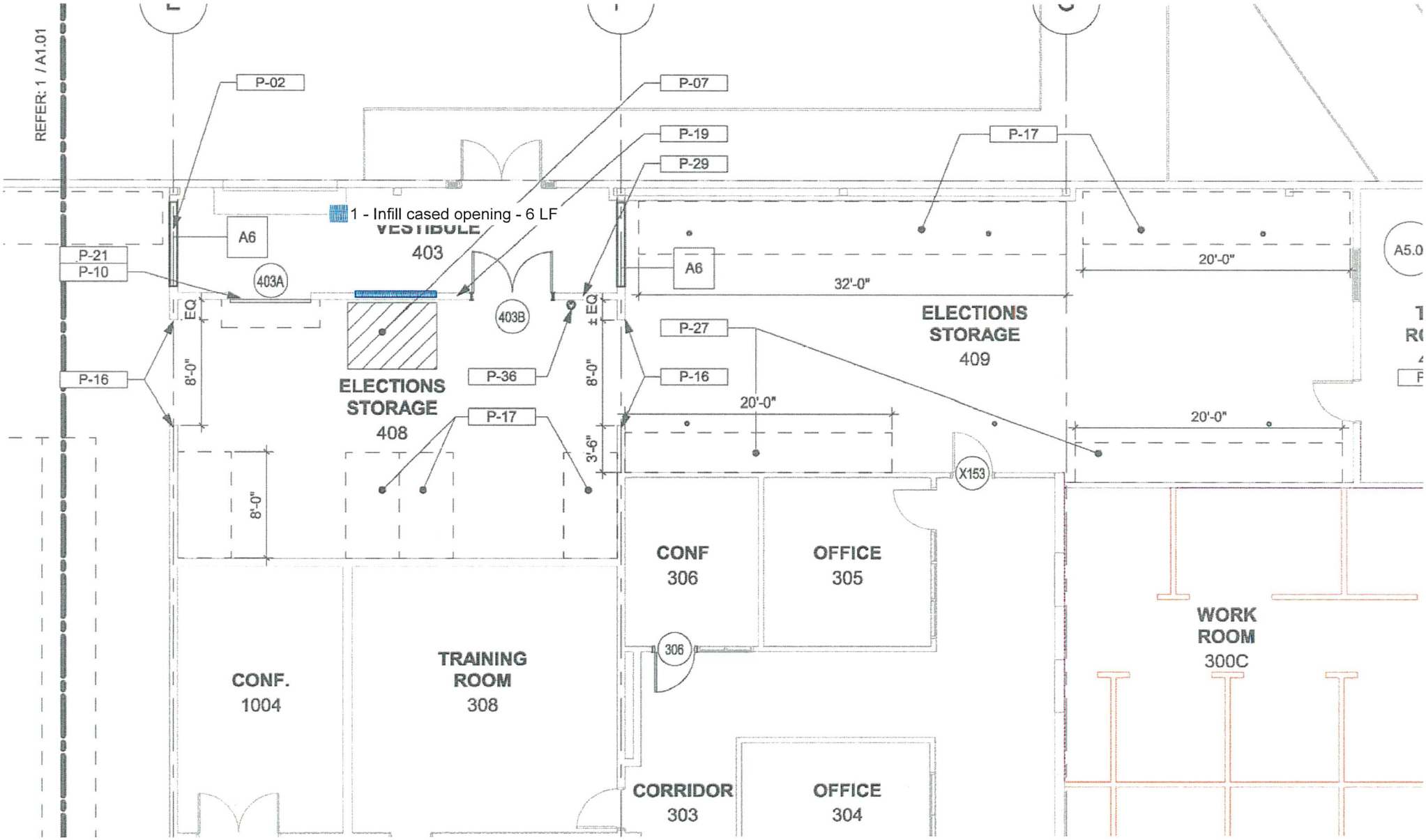
Wilco Inner Loop Anex/Radio Shop

RFI 104

Bid No. 11

		Material		Labor		Subs		Equipment		Other		Total
Net Totals		**67.01**		**294.26**		**0.00**		**0.00**		**0.00**		**361.26**
Stock		0.00		16.15		–		–		–		16.15
Cleanup		0.00		16.15		–		–		–		16.15
Supervision		–		22.86		–		–		–		22.86
Sub Totals		**67.01**		**349.42**		**0.00**		**0.00**		**0.00**		**416.43**
Escalation	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
Tax/Burden	2.00%	1.34	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.32%	1.34
PerDiem		–		0.00		–		–		–		0.00
Sub Total		**68.35**		**349.42**		**0.00**		**0.00**		**0.00**		**417.77**
Overhead	15.00%	10.25	15.00%	52.41	0.00%	0.00	0.00%	0.00	0.00%	0.00	15.00%	62.67
Profit	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
Bid total		**78.60**		**401.84**		**0.00**		**0.00**		**0.00**		**480.44**

Grand Total: **480.44**


REFER: 1 / A1.01
P-02
P-07
P-19
P-29
P-17
1 - Infill cased opening - 6 LF
VESTIBULE
403
A6
P-21
P-10
403A
EQ
8'-0"
P-16
403B
P-36
ELECTIONS
STORAGE
408
P-17
8'-0"
3'-6"
± EQ
A6
32'-0"
ELECTIONS
STORAGE
409
P-27
P-16
20'-0"
20'-0"
20'-0"
A5.0
X153
CONF
306
OFFICE
305
306
WORK
ROOM
300C
CONF.
1004
TRAINING
ROOM
308
CORRIDOR
303
OFFICE
304

Commissioners Court - Regular Session **31.**

Meeting Date: 11/17/2020

Inner Loop Annex (P434) – Vaughn Construction Change Order No. 29

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 Inner Loop Annex Project (P434); Vaughn Construction Change Order #29 in the amount of $2,890.00. This change order is being funded by owner's contingency from within the original project budget.

Background

This change order is to provide demo and reframing of the plan south wall of the IT Training 300A. There are no time extensions included. On January 7, 2020, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders up to $30,000 in relation to Williamson County Inner Loop Annex 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

Inner Loop Annex (P434) – Vaughn Construction Change Order No. 29

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/12/2020 10:51 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 12:01 PM
Form Started By: Wendy Danzoy		Started On: 11/12/2020 10:12 AM
Final Approval Date: 11/12/2020		

VAUGHN
CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

September 03, 2020

Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

Re: Annex Renovation
Job No: 279101

Subj: Change Proposal No. 279101-0029

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $2,890 (two thousand eight hundred ninety) dollars to provide demo and reframing of the plan south wall of the IT Training 300A per RFI 106 for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0029

QUOTATION :

Item	Labor	Materials	Subs	Total
Reframe the plan west wall of IT Training 300A	$0.00	$0.00	$2,144.00	$2,144.00
Demo West Wall of IT Training Room	$488.00	$0.00	$0.00	$488.00
Totals	$488.00	$0.00	$2,144.00	$2,632.00
	Insurance, Tax, Benefits on Labor			$7.47
	Overhead			$0.00
	Fee on Subs			$214.40
	Fee on JTV			$0.00
	Bond			$36.12
	Remodel Tax			$0.00
	TOTAL			**$2,889.99**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 9/3/2020

Accepted

By: _____

Date 9/4/2020

VAUGHN CONSTRUCTION

By: _____
Thomas Morrill

Proposal Valid for 10 Days

Standard Drywall, Inc.

4304-A Burch Drive Del Valle, TX 78617

Change Order Proposal

TO:	Thomas Morrill Vaughn Construction 10355 Westpark Dr. Houston, TX 77042	DATE:	August 27, 2020
		JOB NAME:	Wilco Inner Loop Radio Annex
PHONE:	(210) 328-0193		
FAX:	blank	JOB NUMBER:	TX7290 -17

Description: RFI 106 - Frame new wall and set door frame at Plan South Wall IT Training 300A

DETAILS OF WORK	Unit	Quantity	Unit Cost	Total
Materials				
see attached			$ -	$ 571.19
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
		TAX	0.00%	$ -
			Material Subtotal	$ 571.19
Equipment				
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
		TAX	8.25%	$ -
			Equipment Subtotal	$ -
Labor				
see attached				$ 1,292.95
				$ -
				$ -
				$ -
				$ -
				$ -
			Labor Subtotal	$ 1,292.95
			Subtotal	$ 1,864.14
		OH&P	15.00%	$ 279.62
			TOTAL AMOUNT OF CHANGE:	**$ 2,144**
			ADDITIONAL DAYS REQUESTED:	

QUALIFICATIONS:

ACCEPTED BY:

Thomas Morrill Date

SUBMITTED BY:

August 27, 2020

Jeremy Riddle Date

Revised: 9/17/2004

Section Markup

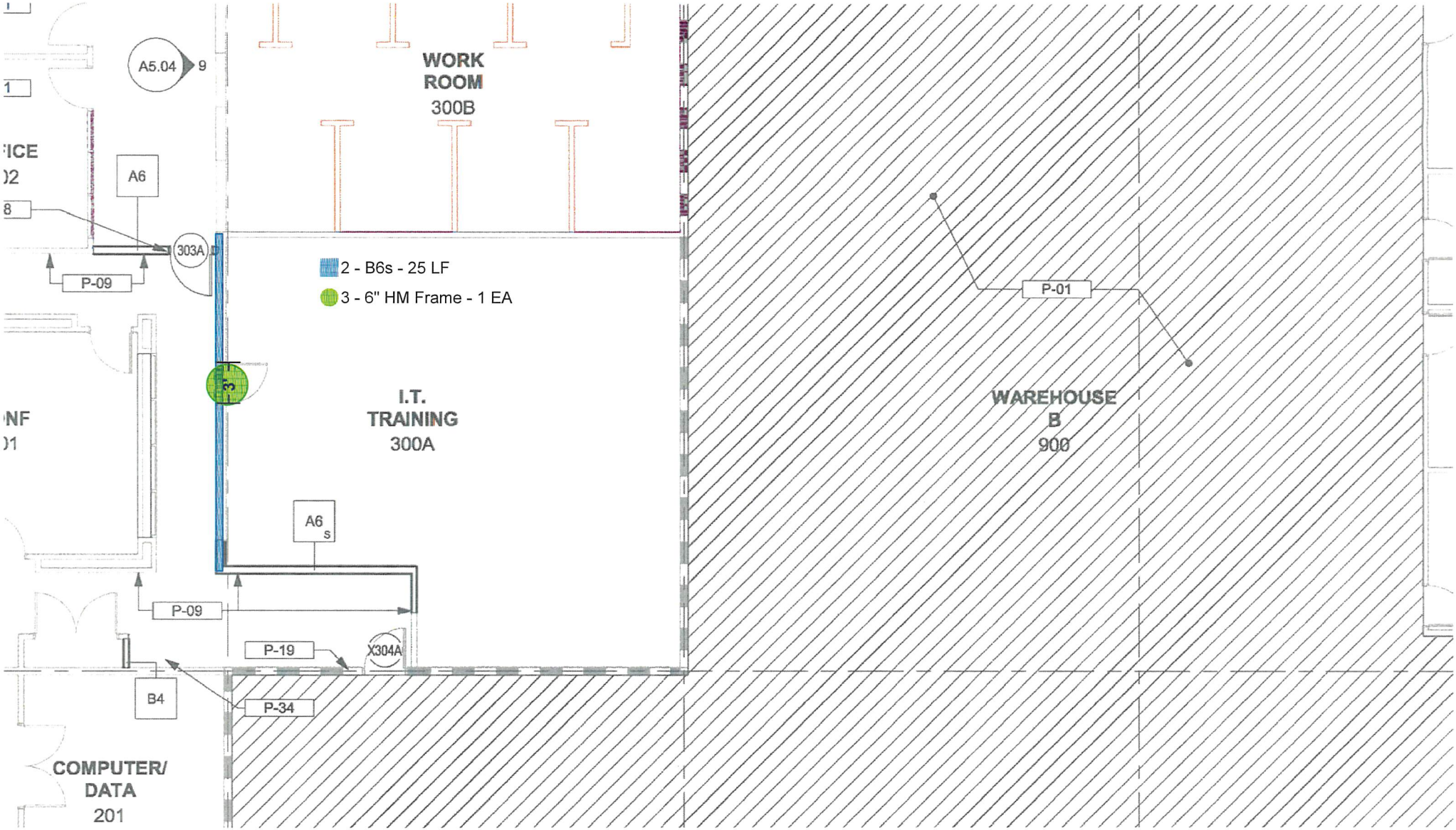
Wilco Inner Loop Anex/Radio Shop

RFI 106

Bid No. 11

		Material		Labor		Subs		Equipment		Other		Total
Net Totals		**559.99**		**1,112.08**		**0.00**		**0.00**		**0.00**		**1,672.08**
Stock		0.00		51.02		–		–		–		51.02
Cleanup		0.00		51.02		–		–		–		51.02
Supervision		–		78.83		–		–		–		78.83
Sub Totals		**559.99**		**1,292.95**		**0.00**		**0.00**		**0.00**		**1,852.94**
Escalation	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
Tax/Burden	2.00%	11.20	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.60%	11.20
PerDiem		–		0.00		–		–		–		0.00
Sub Total		**571.19**		**1,292.95**		**0.00**		**0.00**		**0.00**		**1,864.14**
Overhead	15.00%	85.66	15.00%	193.94	0.00%	0.00	0.00%	0.00	0.00%	0.00	15.00%	279.60
Profit	0.00%	0.03	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.03
Bid total		**656.88**		**1,486.89**		**0.00**		**0.00**		**0.00**		**2,143.77**

Grand Total: **2,143.77**


A5.04
9
WORK ROOM
300B
ICE
02
A6
8
303A
P-09
2 - B6s - 25 LF
3 - 6" HM Frame - 1 EA
P-01
NF
01
I.T. TRAINING
300A
WAREHOUSE B
900
A6
s
P-09
P-19
X304A
B4
P-34
COMPUTER/ DATA
201

Williamson County Annex Renovation
Form B

Change in Work - Cost Analysis Form

(To Be Completed All Subcontractors, Suppliers & Contractors Associated with the Change Proposal)

roject No. & Name: 2791-01 Wilco Annex Renovation DATE 8/28/2020

Contractor Name: Vaughn Construction Change No. 029

scription of Change: Demolition of Plan West Wall in IT Training Room 300A

Means Code	Description	Quantity	Unit	Unit Cost	Labor	Material & Equipment	Subcontract
	Labor (2 guys, 1 days)	16.0		$ 26.54	$424.64	$ -	$ -
					$ -		$ -
				SUBTOTAL	$ 424.64	$ -	$ -
				BOND			$ -

Work preformed by the Contractor's own employees		SUBTOTAL	$ 424.64
Work up to $10,000.00, add...	15.0%		$ 63.70
Work between $10,000.01 and $20,000.00, add...	10.0%		$ -
Work greater than $20,000.00, add...	7.5%		$ -

Managing subcontracted work		SUBTOTAL	$ -
Work up to $10,000.00, add...	10.0%		$ -
Work between $10,000.01 and $20,000.00, add...	7.5%		$ -
Work greater than $20,000.00, add...	5.0%		$ -

Sales Tax 8.25% $ -

TOTAL FOR THIS CHANGE PROPOSAL $ 488.34

Commissioners Court - Regular Session **32.**

Meeting Date: 11/17/2020

Inner Loop Annex (P434) – Vaughn Construction Change Order No. 30

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 Inner Loop Annex Project (P434); Vaughn Construction Change Order #30 in the amount of $613.00. This change order is being funded by owner's contingency from within the original project budget.

Background

This change order is to provide an additional drop ceiling in Small Parts Room 104. There are no time extensions included. On January 7, 2020, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders up to $30,000 in relation to Williamson County Inner Loop Annex 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

Inner Loop Annex (P434) – Vaughn Construction Change Order No. 30

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/12/2020 10:51 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 12:05 PM
Form Started By: Wendy Danzoy		Started On: 11/12/2020 10:13 AM
Final Approval Date: 11/12/2020		

VAUGHN
CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

September 11, 2020

Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

Re: Annex Renovation
Job No: 279101

Subj: Change Proposal No. 279101-0030

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $613 (six hundred thirteen) dollars to provide Add drop ceiling in Small Parts Room 104 per RFI 119 for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0030

QUOTATION :

Item	Labor	Materials	Subs	Total
Add drop ceiling in Small Parts Room 104 per RFI 119	$0.00	$0.00	$550.00	$550.00

Totals	$0.00	$0.00	$550.00	$550.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$55.00
	Fee on JTV			$0.00
	Bond			$7.66
	Remodel Tax			$0.00
	TOTAL			**$612.66**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 9/11/2020

Accepted

By: Dwayne Dorsett

Date

VAUGHN CONSTRUCTION

By: Thomas Morrill

Thomas Morrill

Proposal Valid for 10 Days

Standard Drywall, Inc.

4304-A Burch Drive Del Valle, TX 78617

Change Order Proposal

TO:	Thomas Morrill Vaughn Construction 10355 Westpark Dr. Houston, TX 77042	DATE:	September 11, 2020
		JOB NAME:	Wilco Inner Loop Radio Annex
PHONE:	(210) 328-0193		
FAX:	blank	JOB NUMBER:	TX7290 -19

Description: RFI 119 - Add drop ceiling in Small Parts Room 104

DETAILS OF WORK	Unit	Quantity	Unit Cost	Total
Materials				
see attached			$ -	$ 106.00
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
		TAX	0.00%	$ -
			Material Subtotal	$ 106.00
Equipment				
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
		TAX	8.25%	$ -
			Equipment Subtotal	$ -
Labor				
see attached				$ 372.52
				$ -
				$ -
				$ -
				$ -
				$ -
			Labor Subtotal	$ 372.52
			Subtotal	$ 478.52
			OH&P 15.00%	$ 71.78
			TOTAL AMOUNT OF CHANGE:	$ 550
			ADDITIONAL DAYS REQUESTED:	

QUALIFICATIONS:

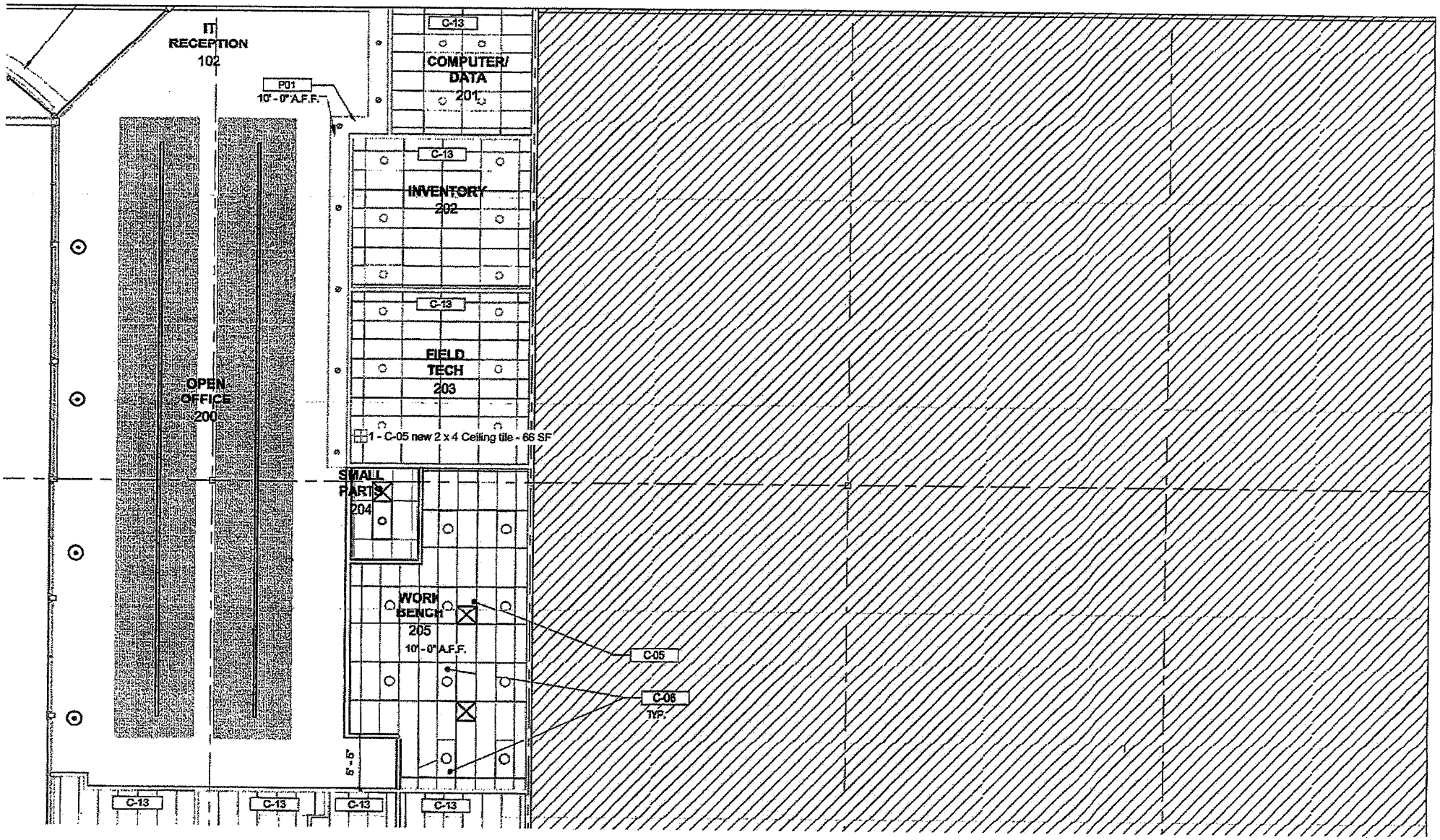
ACCEPTED BY:

Thomas Morrill — Date

SUBMITTED BY:

Jeremy Riddle — September 11, 2020 — Date

Revised: 9/17/2004


IT
RECEPTION
102
P01
10' - 0" A.F.F.
C-13
COMPUTER/
DATA
201
C-13
INVENTORY
202
C-13
FIELD
TECH
203
1 - C-05 new 2 x 4 Ceiling tile - 66 SF
OPEN
OFFICE
200
SMALL
PARTS
204
WORK
BENCH
205
10' - 0" A.F.F.
C05
C-08
TYP.
5' - 5"
C-13
C-13
C-13
C-13

Section Markup

Wilco Inner Loop Anex/Radio Shop

RFI 119 - Drop Ceiling @ 204

Bid No. 11

		Material		Labor		Subs		Equipment		Other		Total
Net Totals		**106.00**		**329.62**		**0.00**		**0.00**		**0.00**		**435.62**
Stock		0.00		6.87		--		--		--		6.87
Cleanup		0.00		6.87		--		--		--		6.87
Supervision		--		24.03		--		--		--		24.03
Sub Totals		**106.00**		**367.38**		**0.00**		**0.00**		**0.00**		**473.39**
Escalation	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
Tax/Burden	0.00%	0.00	1.40%	5.14	0.00%	0.00	0.00%	0.00	0.00%	0.00	1.09%	5.14
PerDiem		--		0.00		--		--		--		0.00
Sub Total		**106.00**		**372.52**		**0.00**		**0.00**		**0.00**		**478.52**
Overhead	15.00%	15.90	15.00%	55.88	0.00%	0.00	0.00%	0.00	0.00%	0.00	15.00%	71.78
Profit	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
Bid total		**121.90**		**428.40**		**0.00**		**0.00**		**0.00**		**550.30**

Grand Total: **550.30**

Commissioners Court - Regular Session **33.**

Meeting Date: 11/17/2020

Inner Loop Annex (P434) – Vaughn Construction Change Order No. 31

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 Inner Loop Annex Project (P434); Vaughn Construction Change Order #31 in the amount of $964.00. This change order is being funded by owner's contingency from within the original project budget.

Background

This change order is to provide installation of L5-30R receptacle and associated material in Office 607, and installation of Type A pendants and associated material in Elections 402. There are no time extensions included. On January 7, 2020, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders up to $30,000 in relation to Williamson County Inner Loop Annex 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

Change Order No. 31

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/12/2020 10:51 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 01:21 PM
Form Started By: Wendy Danzoy		Started On: 11/12/2020 10:15 AM
Final Approval Date: 11/12/2020		

VAUGHN
CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

September 11, 2020

Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

Re: Annex Renovation
Job No: 279101

Subj: Change Proposal No. 279101-0031

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $964 (nine hundred sixty-four) dollars to provide Installation of L5-30R receptacle and associated material in Office 607, and installation of "A" pendants and associated material in Elections 402 per RFI's 109 and 116 for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0031

QUOTATION :

Item	Labor	Materials	Subs	Total
Installation of L5-30R receptacle and associated material in Office 607, and installation of "A" pendants and associated material in Elections 402 per RFI's 109 and 116	$0.00	$0.00	$865.00	$865.00
Totals	$0.00	$0.00	$865.00	$865.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$86.50
	Fee on JTV			$0.00
	Bond			$12.04
	Remodel Tax			$0.00
	TOTAL			**$963.54**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 9/11/2020

Accepted

By: Dwayne Nosek

Date 11-12-2020

VAUGHN CONSTRUCTION

By: Thomas Morrill

Thomas Morrill

Proposal Valid for 10 Days

Item#	Description	Qty	Price	Price Unit	Ext Price	Labor	Labor Unit	Ext Labor
1011	3/4" EMT (Difficult)	50.00	139.54	C	69.77	7.50	C	3.75
1445	3/4" Set Screw Steel Conn	6.00	381.23	C	22.87	0.10	E	0.60
1545	3/4" Set Screw Steel Cplg	4.00	368.95	C	14.76	0.12	E	0.48
2472	4" Square x 2-1/8" Deep Box w/brkt (1/2&3/4 KO's)	3.00	5.95	C	17.85	0.30	E	0.90
2660	#12 THHN CU Stranded Wire	160.00	174.15	M	27.86	6.00	M	0.96
2661	#10 THHN CU Stranded Wire	50.00	272.46	M	13.62	7.50	M	0.38
4801	30A/125V 2P3W Sgl Rcpt (5-30R)	1.00	26.02	E	26.02	0.40	E	0.40
4897	4" Square-1G Plaster Ring-5/8"D	1.00	2.10	C	2.10	0.15	E	0.15
5079	4" Square Flat Blank Cover	1.00	1.02	C	1.02	0.12	E	0.12
T0002	L5-30 Receptacle Industrial Raised Cover	1.00	3.18	E	3.18	0.09	E	0.09
					199.06			7.83

Change Order Summary	
Material Total	$199.06
Material Subtotal	**$199.06**
Electrician Hours	3.92
Electrician per Hour with Burden	$35.03
Overtime Electrician Hours	
OT Electrician per Hour with Burden	N/A
Superintendent Hours	3.92
Superintendent per Hour with Burden	$59.35
OT Superintendent Hours	
OT Superintendent per Hour with Burden	N/A
Labor Subtotal	***$371.46***
Consumables (6% of material)	*$11.94*
Project Management (5% of labor)	*$18.57*
Safety ($0.50 per labor hour)	*$3.92*
Equipment	*$125.00*
Subcontractors	*$0.00*
Direct Costs Subtotals	***$159.43***
Total Costs Subtotal	$729.95
Overhead & Profit (15%)	$109.49
Bond (3%)	$25.18
CHANGE ORDER TOTAL	**$865**

Doyle Electric, LLC
917 Sixth St
Marble Falls, Texas 78654
Phone: 512-743-5534

Request for Change Order

09/04/2020

TO:
Vaughn Construction
Doug Boram
Houston, Texas 77042

JOB:
Project: Annex Renovation
301 SE Inner Loop #109
Georgetown, TX 78626

Change Order Number: 552 – 23

CHANGE ORDER INFORMATION: Includes changes from Vaughn RFI – 109, and 116

WORK DESCRIPTION: Includes installation of L5-30R receptacle and associated material, and installation of (4) "A" pendants and associated material.

The total amount of this Change Order is: **$865.00**

Total Number of Working Days: **1**

Exclusions:

- **Overtime**
- **Tax**
- **Sheetrock Cutting, or Repair**
- **Paint**
- **Grid Repair**

Sincerely,

Dustin Doyle

Dustin Doyle
Doyle Electric, LLC
512-743-5534

Commissioners Court - Regular Session **34.**

Meeting Date: 11/17/2020

Inner Loop Annex (P434) – Vaughn Construction Change Order No. 32

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 Inner Loop Annex Project (P434); Vaughn Construction Change Order #32 in the amount of $5,095.00. This change order is being funded by owner's contingency from within the original project budget.

Background

This change order is to provide the demo of 9 pendants and changing currency raceways to accommodate new lighting fixture layout. There are no time extensions included. On January 7, 2020, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders up to $30,000 in relation to Williamson County Inner Loop Annex 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

Change Order No. 32

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/12/2020 10:51 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 01:22 PM
Form Started By: Wendy Danzoy		Started On: 11/12/2020 10:17 AM
Final Approval Date: 11/12/2020		

VAUGHN
CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

September 11, 2020

Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

Re: Annex Renovation
Job No: 279101

Subj: Change Proposal No. 279101-0032

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $5,095 (five thousand ninety-five) dollars to provide the demo of (9) Pendants and changing current raceways to accommodate new lighting fixture layout per RFI 110 for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0032

QUOTATION :

Item	Labor	Materials	Subs	Total
the demo of (9) Pendants and changing current raceways to accommodate new lighting fixture layout per RFI 110	$0.00	$0.00	$4,574.00	$4,574.00

Totals	$0.00	$0.00	$4,574.00	$4,574.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$457.40
	Fee on JTV			$0.00
	Bond			$63.68
	Remodel Tax			$0.00
	TOTAL			**$5,095.08**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 9/11/2020

Accepted

By: Dwayne Jones

Date 11-12-2020

VAUGHN CONSTRUCTION

By: Thomas Morrill

Thomas Morrill

Proposal Valid for 10 Days

Doyle Electric, LLC
917 Sixth St
Marble Falls, Texas 78654
Phone: 512-743-5534

Request for Change Order

09/04/2020

TO:
Vaughn Construction
Doug Boram
Houston, Texas 77042

JOB:
Project: Annex Renovation
301 SE Inner Loop #109
Georgetown, TX 78626

Change Order Number: 552 – 24

CHANGE ORDER INFORMATION: Includes changes from Vaughn RFI – 110

WORK DESCRIPTION: Includes the demo of (9) Pendants and changing current raceways to accommodate new lighting fixture layout.

The total amount of this Change Order is: **$4,574.00**

Total Number of Working Days: **3**

Exclusions:

- **Overtime**
- **Tax**
- **Sheetrock Cutting, or Repair**
- **Paint**
- **Grid Repair**
- **Schedule Delays**

Sincerely,

Dustin Doyle

Dustin Doyle
Doyle Electric, LLC
512-743-5534

Item#	Description	Qty	Price	Price Unit	Ext Price	Labor	Labor Unit	Ext Labor
1011	3/4" EMT (Difficult)	170.00	139.54	C	237.22	7.50	C	9.26
1445	3/4" Set Screw Steel Conn	30.00	381.23	C	114.37	0.10	E	3.00
1545	3/4" Set Screw Steel Cplg	10.00	368.95	C	36.90	0.12	E	1.20
2472	4" Square x 2-1/8" Deep Box w/brkt (1/2&3/4 KO's)	14.00	5.95	C	83.30	0.30	E	4.20
2660	#12 THHN CU Stranded Wire	785.00	174.15	M	136.71	6.00	M	4.71
4897	4" Square-1G Plaster Ring-5/8"D	12.00	2.10	C	25.20	0.15	E	1.80
5079	4" Square Flat Blank Cover	14.00	1.02	C	14.28	0.12	E	1.68
5931	Unistrut (Shallow)	150.00	414.30	C	621.45	19.42	C	8.35
6168	1/4X4 Toggle Bolt	30.00	37.85	C	11.36	12.00	C	3.60
T0001	Demo (9) Pendant Fixtures	9.00	0.00	E	0.00	0.50	E	4.50
T0002	Install (3) "A" Fixtures	3.00	0.00	E	0.00	1.00	E	3.00
					1280.78			45.30

Change Order Summary	
Material Total	$1,280.78
Material Subtotal	$1,280.78
Electrician Hours	22.65
Electrician per Hour with Burden	$35.03
Overtime Electrician Hours	
OT Electrician per Hour with Burden	N/A
Superintendent Hours	22.65
Superintendent per Hour with Burden	$59.85
OT Superintendent Hours	
OT Superintendent per Hour with Burden	N/A
Labor Subtotal	***$2,149.03***
Consumables (6% of material)	*$76.85*
Project Management (5% of labor)	*$107.45*
Safety ($0.50 per labor hour)	*$22.65*
Equipment	*$225.00*
Subcontractors	*$0.00*
Direct Costs Subtotals	***$431.95***
Total Costs Subtotal	$3,361.76
Overhead & Profit (15%)	$579.26
Bond (3%)	$133.23
CHANGE ORDER TOTAL	**$4,574**

Commissioners Court - Regular Session **35.**

Meeting Date: 11/17/2020

Justice Center Remodel (P515) ODR for Tom Stanfield

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the appointment of Williamson County Facilities Project Manager, Tom Stanfield, with general authority to approve invoices and change orders for the contract with HCS, Inc. in relation to the Williamson County Justice Center Remodel Project, P515 for any increase or decrease in cost of $30,000.00 or less in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications; provided, however, the original contract price may not be increased by more than 25% and the original contract price may not be decreased by 18% or more without the consent of the contractor.

Background

A request is being made for this authority due to the nature of performing contract work within the Justice Center and the necessity of an uninterrupted workflow to allow for continuity of schedules between Justice Center Staff and the Contractor. Section 262.031 of the Local Government Code allows for the grant of such authority up to $50,000.00. Tom Stanfield will be serving as the Project Manager on the project. Any change orders that are approved by Tom Stanfield will be placed on the Commissioners Court's Consent Agenda the following week.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/12/2020 10:51 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 11:16 AM
Form Started By: Wendy Danzoy		Started On: 11/12/2020 10:20 AM
Final Approval Date: 11/12/2020		

Commissioners Court - Regular Session **36.**

Meeting Date: 11/17/2020

2019 Capital Improvement Program Budget Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2019 Capital Improvement Program Budget Transfer to move $946.39 from Jail Boiler (P526) to Granger CTTC Shower Remodel (P514).

Background

This transfer is necessary to make funds available for costs associated with the CTTC shower remodel. These funds need to be transferred to account for the change order that went through court on 8/04/2020.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/12/2020 11:17 AM
Form Started By: Tomika Lynce		Started On: 11/12/2020 11:04 AM
Final Approval Date: 11/12/2020		

Commissioners Court - Regular Session **37.**

Meeting Date: 11/17/2020

Assignment Right Pointe to Crafco

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Consent to Assignment Agreement wherein Right Pointe, LLC is assigning and transferring to Crafco, Inc. all of its interest, rights and obligations in and to the contract for Rubber-Asphalt Crack Sealer (IFB #T1500), which was awarded on October 6, 2020.

Background

See attached Consent to Assign.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Consent to Assign

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/11/2020 10:01 AM
County Judge Exec Asst.	Andrea Schiele	11/11/2020 07:57 PM
Form Started By: Kerstin Hancock		Started On: 10/30/2020 04:04 PM
Final Approval Date: 11/11/2020		

CONSENT TO CONTRACT ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, Right Pointe, LLC, 234 Harvestore Drive, DeKalb, IL 60115 (hereinafter "Assignor") hereby request consent from Williamson County, Texas (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights and obligations to Crafco, Inc., 6165 W. Detroit Street, Chandler, AZ 85226 (hereinafter "Assignee") in the contract(s) described as follows:

> Contract by and between County and Assignor, being awarded by County to Assignor on October 6, 2020, for Rubber-Asphalt Crack Sealer (IFB #T1500), which is incorporated herein by reference for all purposes (hereinafter "Contract").

In consideration of the mutual promises and covenants contained herein, County, Assignor and Assignee hereby agree as follows:

1. Assignor agrees that all rights and obligations of Assignor arising under the Contract or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of this Consent to Contract Assignment, are hereby included in the Assignment of the Contract to Assignee and Assignee hereby agrees to accept same as if Assignee was an original party to the aforesaid Contract.

2. Following the execution of this Consent to Contract Assignment, Assignee shall fully perform all services and/or provide all goods in accordance with terms and condition of the Contract as if Assignee was an original party to the Contract.

3. Assignor and Assignee have agreed the assignment of the Contract shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heir and devisees and legal representatives.

4. UPON EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT AND IN CONSIDERATION OF COUNTY'S CONSENT TO THE ASSIGNMENT SUBJECT HEREOF, ASSIGNEE HEREBY AGREES THAT ASSIGNEE SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) AND INDEMNIFY COUNTY FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF ASSIGNOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS ASSIGNOR MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH ASSIGNOR'S PERFORMANCE OF SERVICES UNDER THE CONTRACT PRIOR TO EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT; AND FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM ASSIGNOR'S PERFORMANCE OF THE CONTRACT OR THE SERVICES PROVIDED UNDER THE CONTRACT PRIOR TO THE EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF ASSIGNOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY ASSIGNOR OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE.

5. In consideration of the terms, conditions, agreements and covenants set forth herein, County agrees and does hereby consent to Assignor's assignment of the Contract to Assignee.

6. It is the intention of the parties hereto that in the event a court of competent jurisdiction finds that any provision or portion of this Consent to Contract Assignment is unenforceable for any reason, the balance and remainder of this Consent to Contract Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.

7. Each party to this Consent to Contract Assignment acknowledges that it and its counsel have reviewed this Consent to Contract Assignment and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Consent to Contract Assignment.

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

9. This Consent to Contract Assignment represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written relating to the subject matter hereof. This Consent to Contract Assignment may be amended only by written instrument signed by each party.

AGREED, signed and made effective as of the date of the last party's execution below.

COUNTY:

Williamson County, Texas

By: _____
Bill Gravell, Jr., County Judge

Date: _____ _____, 20___

ASSIGNOR:

Right Pointe, LLC

By: David W Riesmeyer

Printed Name: David W Riesmeyer

Title: President

Date: 10-29-[redacted], 2020

ASSIGNEE:

Crafco, Inc.

By: [signature]

Printed Name: DONALD M. BROOKS

Title: PRESIDENT

Date: 10-29-, 2020

Commissioners Court - Regular Session **38.**

Meeting Date: 11/17/2020

Authorize issuing T2444 RFQ CR 201 from CR 200 to Umbrella Sky

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 qualifications for Engineering Services - CR 201 from CR 200 to Umbrella Sky for Williamson County under RFQ #T2444. Funding source: P499

Background

Williamson County seeks Engineering Services to assist Williamson County staff in planning and design of CR 201 from CR 200 to Umbrella Sky. Terron Evertson is the point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/12/2020 09:32 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 09:45 AM
Form Started By: Johnny Grimaldo		Started On: 11/12/2020 08:35 AM
Final Approval Date: 11/12/2020		

Commissioners Court - Regular Session **39.**

Meeting Date: 11/17/2020

Authorize issuing T2448 RFQ CR 255/ CR 289 from CR 254 to Ronald Reagan BLVD

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 qualifications for Engineering Services - CR 201 from CR 200 to Umbrella Sky for Williamson County under RFQ #T2448. Funding source: P546

Background

Williamson County seeks Engineering Services to assist Williamson County staff in planning and design of CR 255/CR 289 from CR 254 to Ronald Reagan Blvd.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/12/2020 09:29 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 09:30 AM
Form Started By: Johnny Grimaldo		Started On: 11/12/2020 08:36 AM
Final Approval Date: 11/12/2020		

Commissioners Court - Regular Session **40.**

Meeting Date: 11/17/2020

Authorize issuing T2526 IFB Striping

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 bids for Striping for Williamson County under IFB #T2526.

Background

Williamson County is seeking qualified companies to provide: Work Zone Pavement Markings (Removal Only), Reflectorized Pavement Markings, Raised Pavement Markers, Eliminating Existing Pavement Markings and Markers, and Preformed In-Lane (Transverse)/Centerline Rumble Strips in accordance with Items 662, 666, 672, 677 and Special Specification 6056 of the Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014.
James Williams is the Point of contact. Funding source for FY2021: 01.0200.0210.003542

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/12/2020 09:31 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 09:32 AM
Form Started By: Johnny Grimaldo		Started On: 11/12/2020 08:38 AM
Final Approval Date: 11/12/2020		

Commissioners Court - Regular Session **41.**

Meeting Date: 11/17/2020

Authorize issuing T2534 IFB Aggregate for Surface Treatments – Type D

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 bids for Aggregate for Surface Treatments – Type D for Williamson County under IFB #T2534.

Background

No bids were received under previous IFB #T2081. Williamson County is seeking qualified companies to provide Aggregates for Surface Treatments per Item 302, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014. Department point of contact is Matt Williamson. Funding source 01.0200.0210.003556.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/12/2020 10:07 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 10:19 AM
Form Started By: Johnny Grimaldo		Started On: 11/12/2020 08:39 AM
Final Approval Date: 11/12/2020		

Commissioners Court - Regular Session **42.**

Meeting Date: 11/17/2020

Rifeline 1812-284 WA5 SA2 Subdivision Regulations

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 5 under Williamson County Contract between Rifeline, LLC and Williamson County dated March 26, 2019 for Subdivision Regulations. This supplemental is to extend the expiration date to March 31, 2021 only. Funding source: 01.0200.0210.004100.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rifeline 1812-284 WA5 SA2 Subdivision Regulations

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/09/2020 03:16 PM
County Judge Exec Asst.	Andrea Schiele	11/10/2020 08:42 AM
Form Started By: Vicky Edwards		Started On: 11/02/2020 11:12 AM
Final Approval Date: 11/10/2020		

SUPPLEMENTAL WORK AUTHORIZATION NO. _2__
TO
WORK AUTHORIZATION NO. _5___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Subdivision Regulations

This Supplemental Work Authorization No. **_2__** to Work Authorization No. **_5___** is made pursuant to the terms and conditions of the Williamson County Contract for Public Involvement Services, being dated **March 26, 2019** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Rifeline, LLC** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. **_5___** dated effective **August 27, 2019** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

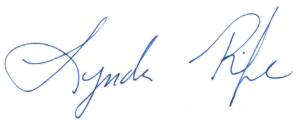
I. The above referenced Work Authorization termination date shall be modified to **March 31, 2021**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Firm that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM:	**COUNTY:**
By: 	By: _____
Signature	Signature
Lynda Rife	Bill Gravell, Jr.
Printed Name	Printed Name
President	Williamson County Judge
Title	Title
November 2nd, 2020	
Date	Date

Attachment C - Work Schedule

Rifeline, LLC. will provide a work schedule for the assigned tasks

Commissioners Court - Regular Session **43.**

Meeting Date: 11/17/2020

Texas Materials 1945 Change Order No 1 CR 172 Improvements

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No 1, to contract number IFB #1945, in the amount of $79,841.16 for CR 172 Improvements. Funding source: 01.0200.0210.003599.

Background

This Change Order balances the contract quantities and increases the total contract amount by $79,841.16. This project is substantially complete.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Texas Materials 1945 Change Order No 1 CR 172 Improvements

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/10/2020 08:43 AM
Form Started By: Vicky Edwards		Started On: 11/04/2020 09:24 AM
Final Approval Date: 11/10/2020		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **Texas Materials**

2. Change Order Work Limits: Sta. _____ to Sta. _____

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2E** (3 Max. - In order of importance - Primary first)

Project:	***IFB # 1945***
Roadway:	***CR 172 Improvements***
Purchase Order Number:	

5. Describe the work being revised:

Quantities adjusted due to differing site conditions.

6. Work to be performed in accordance with Items: **All**
7. New or revised plan sheet(s) are attached and numbered: **N/A**
8. New Special Provisions to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 09/28/2020

By _____ Digitally signed by David A. Reese Date: 2020.09.28 13:28:06-05'00'

Typed/Printed Name _____

Typed/Printed Title AUTHORIZED EMPLOYEE

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: _____

Amount added by this change order: **$79,841.16**

RECOMMENDED FOR EXECUTION:

10/6/20
Project Manager / Construction Observer — Date

11/3/20
Design Engineer — Date

11/3/20
Program Manager — Date

Design Engineer's Seal:

County Commissioner Precinct 1 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 — Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ APPROVED County Judge — Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1 *Project #* IFB # 1945

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
160-6003	FURNISHING AND PLACING TOPSOIL (4")	SY	$3.00	5,072.00	$15,216.00	(529.56)	4,542.44	$13,627.32	($1,588.68)
164-6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	$0.20	5,072.00	$1,014.40	(529.56)	4,542.44	$908.49	($105.91)
166-6001	FERTILIZER	AC	$1,500.00	1.00	$1,500.00	(0.06)	0.94	$1,410.00	($90.00)
168-6001	VEGETATIVE WATERING	MG	$50.00	472.00	$23,600.00	(250.00)	222.00	$11,100.00	($12,500.00)
316-6175	AGGR (TY-B GR-4 SAC-B)	CY	$90.00	317.00	$28,530.00	40.00	357.00	$32,130.00	$3,600.00
316-6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	$3.75	12,743.00	$47,786.25	(1,808.00)	10,935.00	$41,006.25	($6,780.00)
341-6008	D- GR HMA TY- B PG64 - 22	TON	$79.00	4,005.00	$316,395.00	1,015.54	5,020.54	$396,622.66	$80,227.66
341-6043	D - GR HMA TY- D PG70 - 22	TON	$98.00	4,005.00	$392,490.00	10.16	4,015.16	$393,485.68	$995.68
354-6021	PLANE ASPH CONC PAV (0" TO 2")	SY	$7.00	3,892.00	$27,244.00	56.26	3,948.26	$27,637.82	$393.82
354-6042	PLANE ASPH CONC PAV (8")	SY	$9.00	9,102.00	$81,918.00	2,569.74	11,671.74	$105,045.66	$23,127.66
500-6001	MOBILIZATION	LS	$92,000.00	1.00	$92,000.00	0.00	1.00	$92,000.00	$0.00
502-6001	BARR SIGNS AND TRAFFIC HANDLING	MO	$25,000.00	1.00	$25,000.00	0.00	1.00	$25,000.00	$0.00
662-6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	$1.50	1,128.00	$1,692.00	200.00	1,328.00	$1,992.00	$300.00
662-6111	WK ZN PAV MRK SHT TERM (TAB) TY Y- 2	EA	$1.50	677.00	$1,015.50	(60.00)	617.00	$925.50	($90.00)
666-6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	$0.65	865.00	$562.25	(336.00)	529.00	$343.85	($218.40)
666-6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	$5.00	186.00	$930.00	(80.00)	106.00	$530.00	($400.00)
666-6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	$120.00	6.00	$720.00	0.00	6.00	$720.00	$0.00
666-6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	$120.00	6.00	$720.00	(2.00)	4.00	$480.00	($240.00)
666-6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	$7.00	1,065.00	$7,455.00	(290.00)	775.00	$5,425.00	($2,030.00)
666-6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	$0.10	10,418.00	$1,041.80	(7,658.00)	2,760.00	$276.00	($765.80)
666-6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	$0.20	11,223.00	$2,244.60	(1,198.00)	10,025.00	$2,005.00	($239.60)
666-6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	$0.40	865.00	$346.00	(571.00)	294.00	$117.60	($228.40)
666-6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	$1.00	186.00	$186.00	(80.00)	106.00	$106.00	($80.00)
666-6184	REFL PAV MRK TY II (W) (ARROW)	EA	$45.00	6.00	$270.00	0.00	6.00	$270.00	$0.00
666-6192	REFL PAV MRK TY II (W) (WORD)	EA	$45.00	6.00	$270.00	(2.00)	4.00	$180.00	($90.00)
666-6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	$0.20	13,536.00	$2,707.20	(1,458.00)	12,078.00	$2,415.60	($291.60)
666-6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	$1.50	1,065.00	$1,597.50	(290.00)	775.00	$1,162.50	($435.00)
666-6299	RE PM W I RET REQ TY I (W) 4" (BRK) (090MIL)	LF	$0.20	10,418.00	$2,083.60	(7,728.00)	2,690.00	$538.00	($1,545.60)
666-6302	RE PM W I RET REQ TY I (W) 4" (SLD) (090MIL)	LF	$0.33	11,223.00	$3,703.59	(1,111.00)	10,112.00	$3,336.96	($366.63)
666-6314	RE PM W I RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	$0.33	13,536.00	$4,466.88	(1,388.00)	12,148.00	$4,008.84	($458.04)
672-6007	REFL PAV MRKR TY 1-C	EA	$4.00	173.00	$692.00	(4.00)	169.00	$676.00	($16.00)
672-6009	REFL PAV MRKR TY 11-A-A	EA	$4.00	441.00	$1,764.00	(61.00)	380.00	$1,520.00	($244.00)
						0.00			
						0.00			
						0.00			
						0.00			
						0.00			
						0.00			
						0.00			
						0.00			
						0.00			
						0.00			
						0.00			
TOTALS					$1,087,161.57			$1,167,002.73	$79,841.16

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Commissioners Court - Regular Session **44.**

Meeting Date: 11/17/2020

Freese and Nichols 1511-030 WA1 SA4 San Gabriel RR

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 4 to Work Authorization No 1 under Williamson County Contact between Freese and Nichols, Inc. and Williamson County dated April 7, 2016 for Engineering Design Services for the repair of San Gabriel Ranch Road. Funding source: P439

Background

This supplemental is to decrease the maximum amount payable to $520,979.65.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Freese and Nichols 1511-030 WA1 SA4 San Gabriel RR

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/10/2020 09:43 AM
County Judge Exec Asst.	Andrea Schiele	11/10/2020 03:09 PM
Form Started By: Vicky Edwards		Started On: 11/09/2020 02:14 PM
Final Approval Date: 11/10/2020		

SUPPLEMENTAL WORK AUTHORIZATION NO. 4
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY PROJECT:
Engineering Design Services for the repair of San Gabriel Ranch Road

This Supplemental Work Authorization No. 4 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **April 07, 2016** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Freese and Nichols, Inc.** (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective April 12, 2016 (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

I. The maximum amount payable for services under the Work Authorization is hereby decreased from **$551,106.00** to **$520,979.65**.

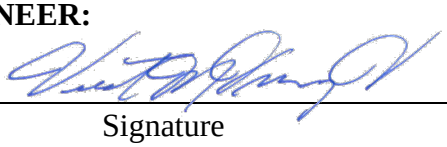
County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Engineer understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Engineer that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

EXECUTED this ____ day of _____, 2020.

ENGINEER:	**COUNTY:**
By: 	By: _____
Signature	Signature
Victor M. Vasquez, P.E.	Bill Gravell, Jr.
Printed Name	Printed Name
Principal	Williamson County Judge
Title	Title
11-9-2020	
Date	Date

Commissioners Court - Regular Session **45.**

Meeting Date: 11/17/2020

Freese and Nichols 1511-030 WA2 SA3 San Gabriel RR

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 2 under Williamson County Contract between Freese and Nichols, Inc. and Williamson County dated April 7, 2016 for Engineering Design Services for the repair of San Gabriel Ranch Road. Funding source: P439.

Background

This supplemental is to increase the maximum amount payable to $106,461.35.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Freese and Nichols 1511-030 WA2 SA3 San Gabriel RR

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/09/2020 03:16 PM
County Judge Exec Asst.	Andrea Schiele	11/10/2020 08:43 AM
Form Started By: Vicky Edwards		Started On: 11/09/2020 02:23 PM
Final Approval Date: 11/10/2020		

SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO
WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY PROJECT:
Engineering Design Services for the repair of San Gabriel Ranch Road

This Supplemental Work Authorization No. 3 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **April 07, 2016** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Freese and Nichols, Inc.** (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective **August 14, 2018** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

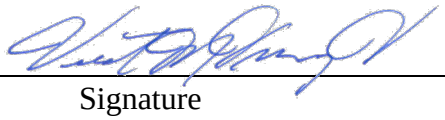
I. The maximum amount payable for services under the Work Authorization is hereby increased from $76,335.00 to $106,461.35. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Engineer understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Engineer that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: 	By: _____
Signature	Signature
Victor M. Vasquez, P.E.	Bill Gravell, Jr.
Printed Name	Printed Name
Principal	Williamson County Judge
Title	Title
11-09-2020	_____
Date	Date

Attachment C – Work Schedule

Work shall begin immediately upon receipt of agreement between County and Engineer. Freese & Nichols, Inc. will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **46.**

Meeting Date: 11/17/2020

2021 CAMPO Technical Advisory Committee Representatives

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding the appointment of Robert B. Daigh, P.E. as the primary representative and J. Terron Evertson, P.E., CFM, DR as an alternate representative for Williamson County on the 2021 CAMPO Technical Advisory Committee.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2021 CAMPO Technical Advisory Committee Representatives

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/10/2020 03:10 PM
Form Started By: Vicky Edwards		Started On: 11/10/2020 09:18 AM
Final Approval Date: 11/10/2020		

2021 APPOINTMENT TO THE TECHNICAL ADVISORY COMMITTEE

PRIMARY VOTING MEMBER:

*Name: Robert B. Daigh

*Title: Sr. Director of Infrastructure

*Organization: Williamson County

*Representing: Williamson County

*Address: 3151 SE Inner Loop, Georgetown 78626

*Phone: 512.943.3330

*Email: bdaigh@wilco.org

*Term Expiration: January 31, 2022

ALTERNATE VOTING MEMBER:

*Name: J. Terron Evertson

*Title: County Engineer

*Organization: Williamson County

*Representing: Williamson County

*Address: 3151 SE Inner Loop, Georgetown 78626

*Phone: 512.943.3330

*Email: tevertson@wilco.org

*Term Expiration: January 31, 2022

Return to: Kimberly Petty, Executive Assistant
CAMPO
3300 N. IH-35, Suite 630
Austin, Texas 78705
kimberly.petty@campotexas.org

Signature of Appointing Official
Williamson County Pct 2 Commissioner Cynthia Long

***DEADLINE FOR COMPLETED FORM - DECEMBER 18, 2020**

Commissioners Court - Regular Session **47.**

Meeting Date: 11/17/2020

2021 CAMPO Technical Advisory Smaller Cities Committee Rep

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding the appointment of Samual Ray as the primary representative and David Stallworth as an alternate representative for Williamson County on the 2021 CAMPO Technical Advisory Smaller Cities Committee.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2021 CAMPO Technical Advisory Smaller Cities Committee Rep

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/10/2020 03:10 PM
Form Started By: Vicky Edwards		Started On: 11/10/2020 09:27 AM
Final Approval Date: 11/10/2020		

2021 APPOINTMENT TO THE TECHNICAL ADVISORY COMMITTEE

PRIMARY VOTING MEMBER – (SMALLER CITIES):

*Name: Samuel Ray

*Title: City Engineer

*Organization: City of Hutto

*Representing: Williamson County

*Address: 210 US 79 East, Suite 203, Hutto 78634

*Phone: 512.759.4016

*Email: samuel.ray@huttotx.gov

*Term Expiration: January 31, 2022

ALTERNATE VOTING MEMBER – (SMALLER CITIES):

*Name: David Stallworth

*Title: Sr. Director of Planning

*Organization: City of Liberty Hill

*Representing: Williamson County

*Address: PO Box 1920, Liberty Hill, 78642

*Phone: 512.548.5502

*Email: dstallworth@libertyhilltx.gov

*Term Expiration: January 31, 2022

Return to: Kimberly Petty, Executive Assistant
CAMPO
3300 N. IH-35, Suite 630
Austin, Texas 78705
kimberly.petty@campotexas.org

Signature of Appointing Official
Williamson County Pct 2 Commissioner Cynthia Long

***DEADLINE FOR COMPLETED FORM - DECEMBER 18, 2020**

Commissioners Court - Regular Session **48.**

Meeting Date: 11/17/2020

Diamond 2586 WA3 LTP ROW

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 3 in the amount of $150,000.00 to expire on December 31, 2023 under Williamson County Contract for Surveying Services between Diamond Surveying and Williamson County dated May 19, 2020 for LTP Controlled Access Facility ROW. Funding source: P457.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Diamond 2586 WA3 LTP ROW

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/12/2020 09:48 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 10:20 AM
Form Started By: Vicky Edwards		Started On: 11/12/2020 09:05 AM
Final Approval Date: 11/12/2020		

WORK AUTHORIZATION NO. 03

WILLIAMSON COUNTY ROAD&BRIDGE DEPARTMENT
ON_CALL SURVEING PROJECT:
LTP Controlled Access Facility ROW

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 $**150,000.00**.

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 **December 31, 2023**. 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. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

SURVEYOR:

Diamond Surveying

By: _____
Signature

SHANE SHAFER
Printed Name

PRES.
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

11/12/2020

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

1. Provide the specifications requirements for all surveys.
2. Provide current signed right-of-entry documents if needed for Surveyor's use in entering on private property.
3. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in attached Exhibit C.
4. Provide aluminum caps for iron rods, if applicable.
5. Provide brass caps for flush mount ROW markers, if applicable.

Attachment B

Services to be Provided by Surveyor:

Perform field and office work to provide Survey Services on an on-call basis for survey tasks such as:

1. Right of Entry will be for survey operations only. Permission will be based on verbal permission and date of permission will be noted.

2. Perform office work necessary to research deed information of the tracts of land to be acquired and adjoining tracts. Prepare field packets for use by survey field crew to recover boundary monumentation.

3. Perform field work necessary to find and tie sufficient boundary monumentation and tie improvements on the portion of the tract to be acquired.

4. Perform office work to prepare preliminary metes and bounds with sketch for use by Title Company for Commitment for Title Insurance.

5. 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 and electronic CAD file for the Land Title Survey.

6. Perform field work to set appropriate monumentation for the right-of-way tract to be acquired.

7. 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.

Attachment C

Work Schedule

Work shall begin immediately upon receipt of executed agreement between County and Surveyor and Notice to Proceed from County.

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.

Commissioners Court - Regular Session **49.**

Meeting Date: 11/17/2020

Preliminary plat for the Ronnie Draper subdivision – Pct 3

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Ronnie Draper subdivision – Precinct 3.

Background

This proposed subdivision consists of 2 lots with no new public roads.

Timeline

2020-08-18 – initial submittal of preliminary plat
2020-09-15 – 1st review complete with comments
2020-11-05 – 2nd submittal of preliminary plat
2020-11-10 – 2nd review complete with comments cleared
2020-11-12 – preliminary plat placed on the November 17, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

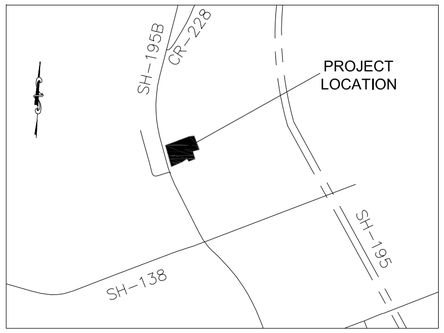
Attachments

preliminary plat - Ronnie Draper

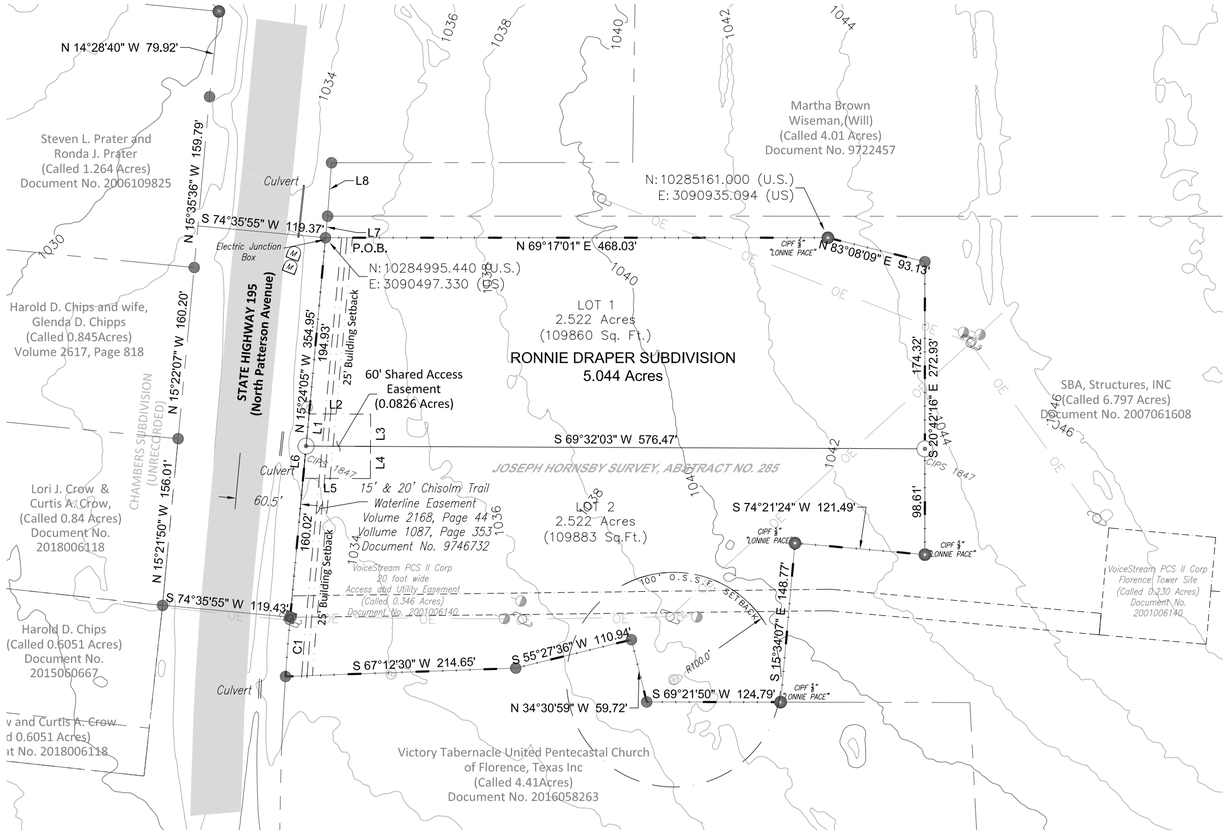
Form Review

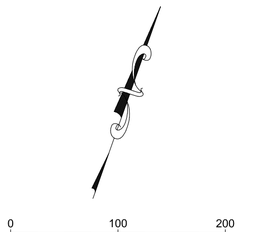
Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/12/2020 11:36 AM
Form Started By: Adam Boatright		Started On: 11/11/2020 10:24 PM
Final Approval Date: 11/12/2020		

"PRELIMINARY PLAT"
"RONNIE DRAPER SUBDIVISION"
5.044 ACRES
JOSEPH HORNSBY SURVEY, ABSTRACT NO. 285
WILLIAMSON COUNTY, TEXAS



VICINITY MAP
SCALE: 1" = 2000'





SCALE: 1" = 100'

Note:
The bearing basis for this survey is the State Plane Coordinate System, NAD83, Texas Central Zone, (4203), GEOID: 12A
Datum: NAVD88,
CONVERGENCE: 1°18'12.31"

LEGEND

- 1/2" IRON PIN FOUND (STEEL PIN)
- CAPPED IRON PIN SET "FOREST 1847" (CIPS 1847)
- CAPPED IRON PIN FOUND "FOREST 1847" (CIPF 1847)
- CAPPED IRON PIN FOUND MARKED
- TXDOT TYPE I CONCRETE MARKER
- TELEPHONE PEDESTAL (T)
- ELECTRIC POWER POLE
- MAILBOX (M)
- GUY WIRE
- BENCHMARK MONUMENT (COTTON SPINDLE SET)
- WASTEWATER CLEANOUT (CO)
- WATER VALVE (WV)
- ICV WATER VALVE (ICV)
- WATER METER (WM)
- WATER WELL (W)
- OVERHEAD ELECTRIC (OE)
- EXISTING FENCE (approximate location)
- SURVEY/ABSTRACT LINES
- TRACT LINES
- BOUNDARY LINES
- ( ) Denotes Record Information

All document references are in Williamson County, Texas
O.P.R.W.C.T. Official Public Records of Williamson County, Texas
P.R.W.C.T. Plat Records of Williamson County, Texas
D.R.W.C.T. Deed Records of Williamson County, Texas

OWNER: RONNIE DRAPER
715 COUNTY ROAD 201
LIBERTY HILL, TEXAS 78642
512-630-1458
RONNIEDRAPER1952@GMAIL.COM

SURVEYOR: FOREST SURVEYING AND MAPPING CO.
1002 ASH ST.
GEORGETOWN, TEXAS 78626
512-930-5927 - PHONE

PERIMETER FIELD NOTES

BEING 5.044 acres of land, situated in the Joseph Hornsby Survey, Abstract No. 285, in Williamson County, Texas, said 5.044 being the same tract of land described as 5.046 acres, of record to Ronnie and Doris Draper, Document No. 2020009296, Official Public Records Williamson County, Texas (OPRWCT). This tract was surveyed on the ground in July of 2020 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203), and being more particularly described by metes and bounds as follows:

BEGINNING, at a ½" iron pin found, at the Northwest corner of said 5.046 acre tract, for the Northwest corner hereof, said point being the most southerly Northwest corner of a 6.797 acre tract, of record to SBA Structures, INC, Document No. 2007061608, (OPRWCT), said point being in the East Right-of-Way line of State Highway 195, from which a ½" iron pin found, at the most northerly Northwest corner of said 6.797 acre tract, bears: N 15°18'24" W, 20.22 feet,

THENCE, departing said Right-of-Way line, with the common boundary line of said 5.046 acre tract and said 6.797 acre tract, the following five (5) courses and distances:

1. N 69°17'01" E, 468.03 feet, to a ⅝" capped iron pin found, marked "LONNIE PACE", for an angle point hereof,
2. N 83°08'09" E, 93.13 feet, to a ½" iron pin found, for the Northeast corner hereof,
3. S 20°42'16" E, 272.93 feet, to a ½" capped iron pin found, marked "LONNIE PACE", for the upper Southeast corner hereof,
4. S 74°21'24" W, 121.49 feet, to a ½" capped iron pin found, marked "LONNIE PACE", for an ell corner hereof,
5. S 15°34'07" E, 148.77 feet, to a ½" capped iron pin found, marked "LONNIE PACE", for the lower Southeast corner hereof, said point being an ell corner of said 6.797 acre tract, said point being in the North boundary line of a 4.41 acre tract, of record to Victory Tabernacle United Pentecostal Church of Florence, Texas Inc., Document No. 2016058263, (OPRWCT),

THENCE, departing said Right-of-Way line, with the common boundary line of said 5.046 acre tract and said 4.41 acre tract, the following four (4) courses and distances:

1. S 69°21'50" W, 124.79 feet, to a ½" iron pin found, for an ell corner hereof,
2. N 34°30'59" W, 59.72 feet, to a ½" iron pin found, for an ell corner hereof,
3. S 55°27'36" W, 110.94 feet, to a ½" iron pin found, for an angle point hereof,
4. S 67°12'30" W, 214.65 feet, to a ½" iron pin found, at the Southwest corner of said 5.046 acre tract, for the Southwest corner hereof, said point being the Northwest corner of said 4.41 acre tract, said point being in the East Right-of-Way line of State Highway 195, said point being a point on a curve to the right,

THENCE, with the West boundary line of said 5.046 acre tract and the East Right-of-Way line of State Highway 195, the following two (2) courses and distances:

1. (C1) in a northerly direction with a non-tangent curve to the right, with a Radius of 2332.53 feet, having a Chord of N 16°12'25" W, 55.51 feet, having a Delta angle of 01°21'48" and an Arc length of 55.51 feet, to a TXDOT Type I concrete marker, at the point of tangency,
2. N 15°24'05" W, 354.95 feet, to the POINT OF BEGINNING, and containing 5.044, acres, more or less.

Access Easement Line Table

Line #	Bearing	Distance
L1	S 15°24'05" E	30.12'
L2	S 69°32'03" W	57.34'
L3	N 20°27'57" W	30.00'
L4	N 20°27'57" W	30.00'
L5	N 69°32'03" E	62.66'
L6	S 15°24'05" E	30.12'
L7	N 15°18'24" W	20.22'
L8	N 16°25'20" W	49.91'

Curve Table

Curve #	Radius	Arc Length	Delta	Chord Bearing	Chord Distance
C1	2332.53'	55.51'	1°21'48"	N 16°12'25" W	55.51'

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Forest Surveying & Mapping Company
1002 Ash St. Georgetown, Texas
Phone: 512-930-5927
www.forestsurveying.com
TBPLS FIRM NO.10002000

Surveying Services are regulated by the Texas Board of Professional Engineers and Land Surveyors
1917 S Interstate 35 Austin, TX 78741, US (512) 440-7723

Revision	
11-05-2020	Drawing Date: AUGUST 18, 2020
	Field Book/Page: 148/23
	PP: RONNIE DRAPER
	Dwg: RONNIE DRAPER
	LO: DRAPER SUB PAGE 1
	Sheet 1 of 2

"PRELIMINARY PLAT"
"RONNIE DRAPER SUBDIVISION"
5.044 ACRES
JOSEPH HORNSBY SURVEY, ABSTRACT NO. 285
WILLIAMSON COUNTY, TEXAS

GENERAL NOTES AND REQUIREMENTS:

1. There are no new public roadways approved as a part of this subdivision.

2. In order to promote drainage away from a structure, the slab elevation should be built at least one foot above the surrounding ground, and the ground should be graded away from the structure at a slope of 1/2" per foot for a distance of at least 10 feet. 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.

3. Existing easements are shown on sheet one according to the title commitment provided as set out in Volume 2168, Page 44 and Volume 1087, Page 353, Chisolm Trail Special Utility District (S.U.D.). General type 15 foot wide water line easement and a 20 foot wide Right of Way easement in Document No. 9746732, Chisolm Trail (S.U.D.). Any additional easements that may exist have not been researched as a part of this survey.

4. A de Facto certificate of compliance is hereby issued for Lots 1-2 in this subdivision. This certificate is valid until such time as FEMA revises or newly adopts floodplain boundaries in this area.

5.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 the U.S. Federal Emergency Management Agency Flood Insurance Rate Map, Community Panel No.48491C0100 E, effective date September 26, 2008 for Williamson County, Texas.

5. The landowner assumes all risks associated with improvements located in the Right-of-Way for State Highway 195. By placing anything in the Right-of-Way and/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 improvements will be responsible for the relocation and/or replacement of the improvement.

6. 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.

7. All public roadways and easements as shown on this plat are free of liens.

8.This development is considered exempt from on-site storm water detention controls based on Williamson County Subdivision Regulation B11.1.3, which states that a proposed development may be considered exempt from providing a storm water detention, if the plat has all lots of 2 acres or more with less than 20% impervious cover.

9. Water service for this subdivision will be provided by City of Georgetown

10. Sewer service for this subdivision will be provided by on-site sewage facilities.

11. 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.

13. 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.

14. All sidewalks shall be maintained by each of the adjacent property owners.

Forest Surveying & Mapping Company
1002 Ash St. Georgetown, Texas
Phone: 512-930-5927
www.forestsurveying.com
TBPLS FIRM NO.10002000

Surveying Services are regulated by the Texas Board of Professional Engineers and Land Surveyors
1917 S Interstate 35 Austin, TX 78741, US (512) 440-7723

Revision	
	Drawing Date: AUGUST 18, 2020
11-05-2020	Field Book/Page: 148/23
	PP: RONNIE DRAPER
	Dwg: RONNIE DRAPER
	LO: DRAPER SUB PAGE 1
	Sheet 2 of 2

Commissioners Court - Regular Session **50.**

Meeting Date: 11/17/2020

Final plat for the Tract 19 San Gabriel Oaks 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 Tract 19, San Gabriel Oaks subdivision – Precinct 2.

Background

This subdivision consists of 9 new lots and no new public roads.

Timeline

2019-11-07 – initial submittal of final plat
2019-12-09 – 1st review complete with comments
2020-04-20 – 2nd submittal of final plat
2019-04-27 – 2nd review complete with comments
2020-04-27 – 3rd submittal of final plat
2020-05-08 – 3rd review complete comments clear and waiting for submittal of final plat with signatures
2020-11-06 – final plat received with all signatures
2020-11-12 – final plat placed on November 17, 2020 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - San Gabriel Oaks, Tract 19

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/12/2020 11:37 AM
Form Started By: Adam Boatright		Started On: 11/11/2020 10:42 PM
Final Approval Date: 11/12/2020		

FINAL PLAT OF

TRACT 19, SAN GABRIEL OAKS

A 17.47 ACRE SINGLE-FAMILY RESIDENTIAL TRACT,
OUT OF THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS

VICINITY MAP
NOT TO SCALE

SUBMITTAL DATE: APRIL, 2020

ADDRESS: 300 SAN GABRIEL OAKS, LIBERTY HILL, TEXAS

PLANNING COMMISSION REVIEW DATE: _____, 20___.

OWNER: CARLOS ROMAN
303 CREEKSIDE COVE
CEDAR PARK, TEXAS 78613
PHONE: (512) 468-5185
EMAIL: matt.trammell@yahoo.com

OWNER: BRIAN A. BARNES
P.O. BOX 66603
AUSTIN, TEXAS 78766
PHONE: (512) 797-5123
EMAIL: bbarnesinc@yahoo.com

SURVEYOR: HAYNIE CONSULTING, INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664
PHONE: 512-837-2446
EMAIL: pyglesias@haynieconsulting.com

ENGINEER: HAYNIE CONSULTING, INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664
PHONE: 512-837-2446
EMAIL: thaynie@haynieconsulting.com

SURVEY: B. MANLOVE SURVEY, ABSTRACT NO. 417
TOTAL ACRES: 17.47 ACRES
NUMBER OF LOTS: 9 LOTS
NUMBER OF BLOCKS: 1
AREA OF SMALLEST LOT: 1.012 ACRES
PROPOSED USE: SINGLE FAMILY RESIDENTIAL.

NOTES & RESTRICTIONS:

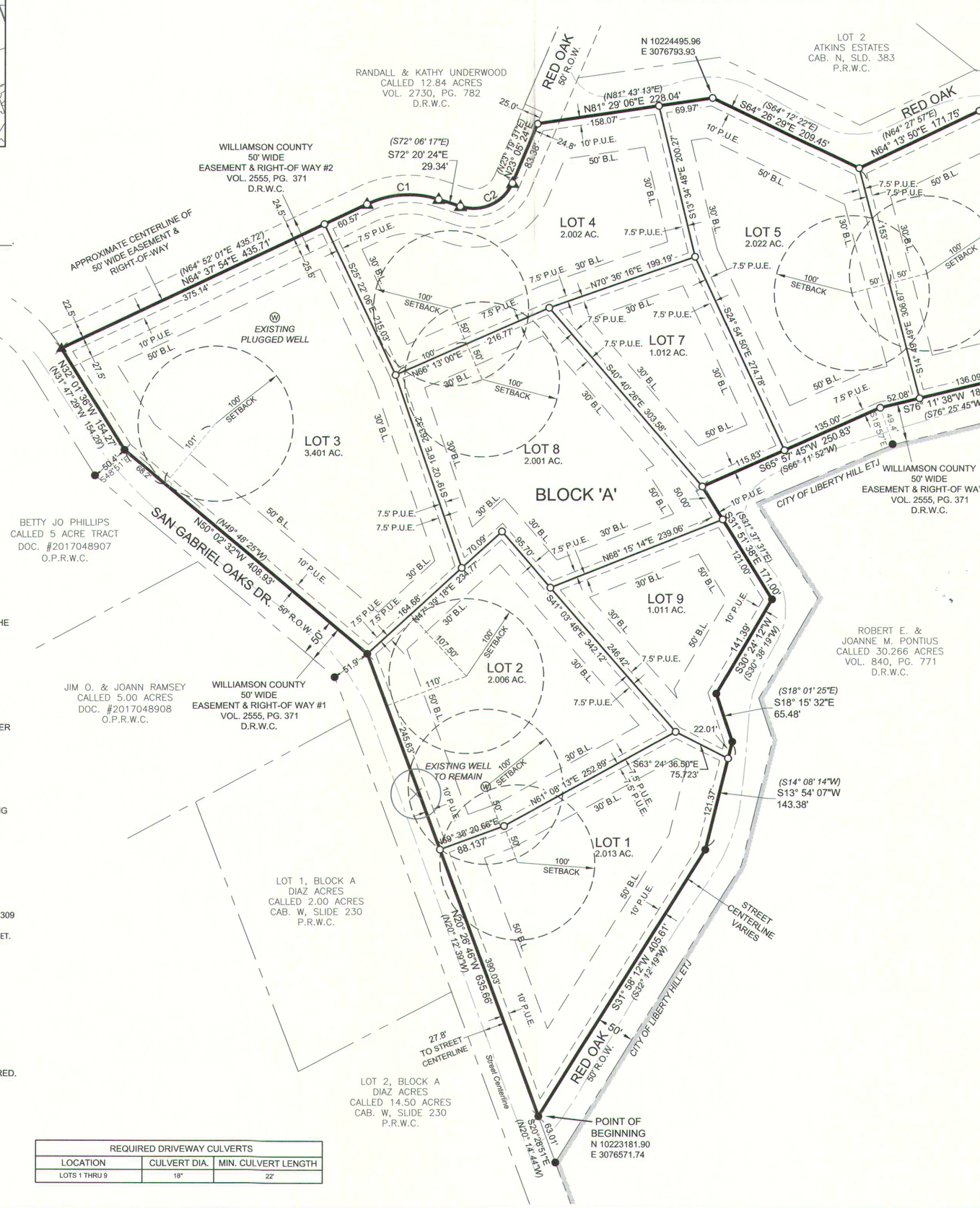
1. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF GEORGETOWN WESTERN DISTRICT FOR LOTS 7 AND 9 ONLY. ALL OTHER LOTS SHALL HAVE PRIVATE ON-SITE WATER WELLS . SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
   ELECTRICITY PROVIDER: PEDERNALES ELECTRIC COOP
2. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 48491C0275E EFFECTIVE DATE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.
3. ALL MINIMUM YARD (BUILDING) SETBACKS SHALL BE IN ACCORDANCE WITH VOLUME 675, PAGE 644, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.
4. STORM WATER DETENTION IS REQUIRED IF TOTAL IMPERVIOUS COVER EXCEEDS 20%.
5. ALL DWELLINGS PLACED ON THESE SUBDIVISION LOTS MUST BE CONNECTED TO SEPTIC TANKS OR DISPOSAL FACILITIES MEETING THE SPECIFICATIONS AND CONDITIONS OF THE STATE DEPARTMENT OF HEALTH AND THE PRIVATE SEWAGE FACILITY REGULATIONS APPLICABLE TO WILLIAMSON COUNTY AS OF THE DATE OF APPLICATION.
6. ALL ONSITE SANITARY SEWER FACILITIES SHALL BE PLACED GREATER THAN 100 FEET FROM ANY EXISTING PRIVATE WATER WELL PER COUNTY AND TCEQ REGULATIONS.
7. THIS REPLAT IS SUBJECT TO ALL APPLICABLE RECORDED EASEMENTS AND RESTRICTIONS AND AS SET FORTH AND RECORDED IN VOLUME 675, PAGE 644 AND IN VOLUME 714, PAGE 309 IN THE DEED RECORDS OF WILLIAMSON COUNTY.
8. MINIMUM FOOTPRINT AREA OF RESIDENTIAL BUILDINGS IS 1,800 SQUARE FEET.

SURVEY NOTES:

1. BEARINGS OF LINES REFER TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 (CENTRAL ZONE) AS COMPUTED FROM GPS VECTORS.
2. DISTANCES ARE EXPRESSED IN U.S. SURVEY FEET SCALED TO SURFACE USING AN AVERAGE COMBINED SCALE FACTOR OF 0.99985687.
3. PARENTHETICAL BEARINGS AND DISTANCES INDICATE PARENT TRACT RECORD INFORMATION WHERE IT DIFFERS FROM MEASURED.

CULVERT NOTES:
1) CULVERTS SHALL INCLUDE A SAFETY END TREATMENT IN ACCORDANCE WITH CITY OF GEORGETOWN STANDARD DETAIL SD17 AND SD19.
2) PROPOSED CULVERT INVERT ELEVATIONS SHALL MATCH BOTTOM OF CHANNEL.

REQUIRED DRIVEWAY CULVERTS		
LOCATION	CULVERT DIA.	MIN. CULVERT LENGTH
LOTS 1 THRU 9	18"	22'



LEGEND

- ▲ 60D NAIL FOUND
- △ NAIL FOUND IN CONC. POST
- ● 1/2" IRON ROD FOUND (IRF)
- ○ 1/2" IRON ROD SET
- Ⓦ EXISTING PLUGGED WATER WELL UNLESS OTHERWISE NOTED.

50' B.L.	BUILDING SETBACK LINE VOL. 675, PG. 644, D.R.W.C.
30' B.L.	BUILDING SETBACK LINE VOL. 675, PG. 644, D.R.W.C.
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
( )	RECORD INFORMATION
Ⓦ	100' RADIUS SANITARY EASEMENT AROUND WELL

PLAT NOTES

1. A TEN FOOT (10') P.U.E. ABUTTING RIGHT-OF-WAYS, AND A A SEVEN AND A HALF FOOT (7.5') P.U.E. ABUTTING ALL LOT SIDE AND REAR LOT LINES ARE HEREBY DEDICATED.
2. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN 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.
3. ALL DRIVEWAYS ONTO RURAL COUNTY ROADS WHOSE LOT IS SERVED BY A SEPTIC SYSTEM SHALL BE REQUIRED TO OBTAIN A PERMIT FROM THE WILLIAMSON COUNTY ENGINEER'S OFFICE PRIOR TO CONSTRUCTION.
4. WHERE RURAL ROUTE MAILBOXES ARE IN USE, SUCH BOXES 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. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
6. 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.
7. 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.
8. 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.
9. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
10. 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.
11. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
12. DRIVEWAYS WITHOUT CURB AND GUTTER SHALL BE SPACED A MINIMUM OF 100 FEET APART.

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

SHEET NO.
1 OF 2

DRAWN BY: KS
CHECKED BY: PY & BJ
PROJ. #: 816-1901

PLOTTED BY: kstockton
PLOT TIME: Oct 19, 2020 - 12:30pm
DRAWING-X:\816 Matt Trammell\816-19-01 Tract 19 San Gabriel Oaks\Survey Project Folder\Drawings\816-19-01 SGOaks Final Plat.dwg

FINAL PLAT OF

TRACT 19, SAN GABRIEL OAKS

A 17.47 ACRE SINGLE-FAMILY RESIDENTIAL TRACT,
OUT OF THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS

OWNER

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

I, CARLOS R. ROMAN, AS OWNER OF THE CERTAIN 17.47 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019059889 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, DO HEREBY SUBDIVIDE SAID 17.47 ACRE 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 PLACES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS "FINAL PLAT OF **TRACT 19, SAN GABRIEL OAKS**".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 21 DAY OF October, 2020.

CARLOS R. ROMAN
303 CREEKSIDE COVE
CEDAR PARK, TEXAS 78613

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

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 21 DAY OF October, 2020 AD, BY Carlos R. Roman

NOTARY PUBLIC, STATE OF TEXAS

DUSTI L. HERMAN
My Notary ID # 10210997
Expires September 14, 2023

PRINTED NAME: Dusti L. Herman

MY COMMISSION EXPIRES: September 14, 2023

OWNER

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

I, BRIAN A. BARNES, AS OWNER OF THE CERTAIN 3.401 ACRES (LOT 3), A PORTION OF THE CERTAIN 17.47 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019059889 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, DO HEREBY SUBDIVIDE SAID 17.47 ACRE 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 PLACES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS "FINAL PLAT OF **TRACT 19, SAN GABRIEL OAKS**".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 21 DAY OF October, 2020.

BRIAN A. BARNES
P.O. BOX 66603
AUSTIN, TEXAS 78766

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

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 21 DAY OF October, 2020 AD, BY Brian A. Barnes

NOTARY PUBLIC, STATE OF TEXAS

DEBRA A. DUBELBEIS
My Notary ID # 987196
Expires July 18, 2023

PRINTED NAME: Debra A. Dubelbeis

MY COMMISSION EXPIRES: 7/18/2023

WILLIAMSON COUNTY ONSITE SEWAGE FACILITIES (OSSF) NOTES:

1. ON SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
2. PRIOR TO ANY CHANNEL ALTERATIONS, BRIDGE CONSTRUCTION, FILL, DREDGING, CHANNEL IMPROVEMENT, STORAGE OF MATERIALS OR ANY OTHER CHANGE OF THE 100 YEAR FLOODPLAIN LOCATED WITHIN THE BLUE LINE (SURVEY) AN APPLICATION FOR FLOODPLAIN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE EXTENT TO WHICH THE WATERCOURSE OR NATURAL DRAINAGE WILL BE ALTERED OR RELOCATED AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.
3. PRIOR TO ANY CHANNEL ALTERATION OR BRIDGE CONSTRUCTION WHICH WILL CHANGE EXISTING FLOOD PATTERNS OR ELEVATIONS, A LETTER OR MAP AMENDMENT MUST BE SUBMITTED TO AND APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
4. NO NEW CONSTRUCTION, SUBSTANTIAL IMPROVEMENTS AND OTHER DEVELOPMENT IS PERMITTED WITHIN THE ADOPTED REGULATORY FLOODWAY UNLESS IT HAS BEEN DEMONSTRATED THROUGH HYDROLOGIC AND HYDRAULIC ANALYSES PERFORMED IN ACCORDANCE WITH STANDARD ENGINEERING PRACTICE THAT THE PROPOSED ENCROACHMENT WOULD NOT RESULT IN ANY INCREASE IN FLOOD LEVELS WITHIN THE COMMUNITY DURING THE OCCURRENCE OF THE BASE FLOOD DISCHARGE.
5. THE CITY OF GEORGETOWN WESTERN DISTRICT WILL PROVIDE WATER SERVICE TO LOT 7 AND LOT 9 ONLY. ALL OTHER LOTS WILL HAVE PRIVATE WELLS.
6. ALL RESIDENTIAL LOTS ARE 1 ACRE OR GREATER IN SIZE.
7. ON SITE SEWAGE FACILITY DISPOSAL FIELDS SHALL BE SET BACK FROM DRAINAGE WAYS, DRAINAGE EASEMENTS, AND WATER COURSES A DISTANCE OF 25, 50 OR 75 FEET AS DETERMINED BY THE TYPE OF SEWAGE FACILITY INSTALLED AND AS REQUIRED BY THE WCCHD.
8. THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) WATER POLLITION ABATEMENT PLAN (WPAP) IS NOT REQUIRED.
9. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES (OSSF) APPROVAL

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

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A 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 WITH IT.

FOR Adam D. Boatright Adam D. Boatright
J. TERRON EVERTSON, PE, DR, CFM
COUNTY ENGINEER

November 6, 2020
DATE

LEGAL DESCRIPTION

BEING 17.47 ACRES (761,203 SQ. FT.) OF LAND, OUT OF THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS, CONVEYED TO CARLOS ROMAN AS A CALLED 17.475 ACRE TRACT IN DOCUMENT NO. 2019059889, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.). SAID 17.47 ACRES OF LAND BEING MORE PARTICULARLY LOCATED AND DESCRIBED AS FOLLOWS; (BEARINGS OF LINES REFER TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 (CENTRAL ZONE) AS COMPUTED FROM GPS VECTORS; DISTANCES EXPRESSED IN U.S. SURVEY FEET SCALED TO SURFACE USING AN AVERAGE COMBINED SCALE FACTOR OF 0.99985687; PARENTHETICAL BEARINGS AND DISTANCES REFER TO PARENT TRACT RECORD INFORMATION WHERE IT DIFFERS FROM MEASURED):

BEGINNING at an iron rod found at the intersection of the right-of-way line of San Gabriel Oaks Drive (50' R.O.W.), a 50' wide easement and right-of-way #1 as described in Volume 2555, Page 371 of the Deed Records of Williamson County, Texas (D.R.W.C.), with the Northwest right-of-way line of Red Oak (50' R.O.W.), a 50' wide easement and right-of-way #3 as described in Volume 2555, Page 371, D.R.W.C., for the South corner and **POINT OF BEGINNING** of this tract, from which an iron rod found in the Easterly right-of-way line of said San Gabriel Oaks Drive and in the Southeast right-of-way line of said Red Oak bears S 20°28'51" E, (N 20°14'44" W) a distance of 63.01 feet;

THENCE, with the Easterly right-of-way line of said San Gabriel Oaks Drive, and with the Westerly boundary line of this tract, the following three (3) courses and distances:

1. N 20°26'46" W, (N 20°12'39" W), a distance of 635.66 feet to an iron rod found;
2. N 50°02'32" W, (N 49°48'25" W), a distance of 408.93 feet to an iron rod found;
3. N 32°01'36" W, (N 31°47'29" W), a distance of 154.27, (154.29'), feet to 60D nail found at the Southernmost corner of a called 12.84 acre tract conveyed to Randall and Kathy Underwood in Volume 2730, Page 782, D.R.W.C., for the Westernmost corner of this tract;

THENCE, with the common boundary lines of said 12.84 acre tract and said 17.475 acre tract, the following five (5) courses and distances:

1. N 64°37'54" E, (N 64°52'01" E), a distance of 435.71, (435.72'), feet to a nail in a concrete post found for the beginning of a curve to the right;
2. **C1**, Along said curve to the right, having a radius of 124.74 feet, an arc length of 95.05 feet, and a chord bearing and distance of N 86°01'39" E, (N 86°15'46" E), 92.77 feet to a nail in a concrete post found for the point of tangency;
3. S 72°20'24" E, (S 72°06'17" E), a distance of 29.34 feet to a nail in a concrete post found for the beginning of a curve to the left;
4. **C2**, Along said curve to the left, having a radius of 54.66 feet, an arc length of 80.78 feet, and a chord bearing and distance of N 65°38'57" E, (N 65°53'04" E), 73.63 feet to a nail in a concrete post found for the point of tangency;
5. N 23°05'24" E, (N 23°19'31" E), a distance of 83.38 feet to a 1/2 inch iron rod with a cap stamped "HAYNIE CONSULTING" set for a corner of this tract

THENCE, N 81°29'06" E, (N 81°43'13" E), a distance of 228.04 feet to a 1/2 inch iron rod with cap stamped "HAYNIE CONSULTING" set in a Southerly right-of-way line of said Red Oak for a corner of this tract;

THENCE, with the southerly and westerly right-of-way lines of said Red Oak, the following thirteen (13) courses and distances:

1. S 64°26'29" E, (S 64°12'22" E), a distance of 209.45 feet to a 1/2 inch iron rod with cap stamped "HAYNIE CONSULTING" set for a corner of this tract;
2. N 64°13'50" E, (N 64°27'57" E), a distance of 171.75 feet to a 1/2 inch iron rod with cap stamped "HAYNIE CONSULTING" set for a corner of this tract;
3. S 75°10'54" E, (S 74°56'47" E), a distance of 122.87 feet to a 1/2 inch iron rod with cap stamped "HAYNIE CONSULTING" set for a corner of this tract;
4. S 33°46'31" E, (S 33°32'24" E), a distance of 117.62 feet to a 1/2 inch iron rod with cap stamped "HAYNIE CONSULTING" set for a corner of this tract;
5. S 06°57'31" W, (S 07°11'38" W), a distance of 115.83 feet to a 1/2 inch iron rod with cap stamped "HAYNIE CONSULTING" set for a corner of this tract;
6. S 50°23'14" W, (S 50°37'21" W), a distance of 148.18 feet to a 1/2 inch iron rod with cap stamped "HAYNIE CONSULTING" set for a corner of this tract;
7. S 76°11'38" W, (S 76°25'45" W), a distance of 188.17 feet to a 1/2 inch iron rod with cap stamped "HAYNIE CONSULTING" set for a corner of this tract;
8. S 65°57'45" W, (S 66°11'52" W), a distance of 250.83 feet to a 1/2 inch iron rod with cap stamped "HAYNIE CONSULTING" set for a corner of this tract;
9. S 31°51'38" E, (S 31°37'31" E), a distance of 171.00 feet to an iron rod found for a corner of this tract;
10. S 30°24'12" W, (S 30°38'19" W), a distance of 141.39 feet to an iron rod found for a corner of this tract;
11. S 18°15'32" E, (S 18°01'25" E), a distance of 65.48 feet to an iron rod found for a corner of this tract;
12. S 13°54'07" W, (S 14°08'14" W), a distance of 143.38 feet to an iron rod found for a corner of this tract;
13. S 31°58'12" W, (S 32°12'19" W), a distance of 405.61 feet to the **POINT OF BEGINNING** and containing a computed area of 17.47 acres, (761,203 sq. ft.), of land.

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	95.05'	124.74'	43°39'36"	N86° 01' 39"E	92.77'
C2	80.78'	54.66'	84°40'47"	N65° 38' 57"E	73.63'
(C1)				(N86° 15' 46"E)	
(C2)				(N65° 53' 04"E)	

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

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE WILLIAMSON COUNTY SUBDIVISION SPECIFICATIONS, AND FURTHER CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE EVIDENCE FOUND ON THE GROUND AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

Patrick J. Yglesias
PATRICK J. YGLESIAS
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 5813 - STATE OF TEXAS
HAYNIE CONSULTING INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS, 78664

10-23-20
DATE

STATE OF TEXAS OF REGISTERED PATRICK J. YGLESIAS 5813 PROFESSIONAL LAND SURVEYOR

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

I, TIM HAYNIE, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THIS PROPERTY IS NOT LOCATED WITHIN ZONE 'A' OF THE DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE MAP (FIRM) COMMUNITY PANEL NO. 48491C0275E, EFFECTIVE DATE OF SEPTEMBER 26, 2008, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ADDITIONALLY, STORM WATER RUNOFF FROM THE 100-YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHT-OF-WAY AND /OR DRAINAGE EASEMENTS SHOWN ON THE ATTACHED PLAT.

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

TIM HAYNIE
LICENSED PROFESSIONAL ENGINEER
No. 91819 - STATE OF TEXAS
HAYNIE CONSULTING INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS, 78664

28-OCT-2020
DATE

STATE OF TEXAS OF REGISTERED TIM HAYNIE 91819 LICENSED PROFESSIONAL ENGINEER

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 28 DAY OF October, 2020.

Cindy Bridges
PRINTED NAME: Cindy Bridges
AUTHORIZED ADDRESS COORDINATOR
WILLIAMSON COUNTY, TEXAS

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

I, BILL GRAVELL, JR. COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S 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.

BILL GRAVELL, JR., COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

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

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK ____.M., AND DULY RECORDED THIS THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK ___.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN 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

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

SHEET NO.
2 OF 2

DRAWN BY: KS
CHECKED BY: PY & BJ
PROJ. #: 816-1901

PLOTTED BY: kstockton
PLOT TIME: Oct 19, 2020 - 12:07pm
DRAWING: X:\816 Matt Trammell\816-19-01 Tract 19 San Gabriel Oaks\Survey Project Folder\Drawings\816-19-01 SGOaks Final Plat.dwg

Commissioners Court - Regular Session **51.**

Meeting Date: 11/17/2020

Indigent/Abandoned Burial

Submitted For: Bill Gravell **Submitted By:** Melissa Goins, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any necessary action to approve order for funding interment by cremation of deceased (James Albert Arnold) who died in Precinct No. 1 of Williamson County, TX pursuant to Tex. Health & Safety Code §§ 711.002(e)(1) & (2).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	11/12/2020 08:21 AM
Form Started By: Melissa Goins		Started On: 11/11/2020 07:36 PM
Final Approval Date: 11/12/2020		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS AUTHORIZING INTERMENT OF DECEDENT'S REMAINS (James Albert Arnold)

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

James Albert Arnold (SSN xxx-xx-4933) passed away on September 5, 2020 at the age of 61 in Justice of the Peace, Pct. 1 of Williamson County, Texas while admitted at: Round Rock Medical Center, Round Rock, Texas.

The Court finds that there has been investigation to obtain information regarding next of kin and the ability to pay for interment expenses. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsive or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified for indigent burial; therefore, the duty to cover the costs of interment

falls to Williamson County.

The Court further finds that there has been no inquest ordered in this case, and there is no person with duty to inter as set forth in Chapter 711 of the Texas Health & Safety Code; therefore, the duty to inter the remains falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.*, permanent disposition of remains by cremation, entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this _____ day of November, 2020.

_____
Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session **52.**

Meeting Date: 11/17/2020

GIS Day 2020 Proclamation

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on resolution recognizing November 18, 2020 as Geographic Information Systems (GIS) Day.

Background

The use of geo-spatial technologies is ever more important to Williamson County staff and citizens. GIS technologies help power many of the critical functions of government such as public safety, transportation, land records, and much more. GIS Day is a way to inform, educate, and expand the use of these technologies that bring better information and efficiencies to those that need it.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/12/2020 11:23 AM
Form Started By: Richard Semple		Started On: 11/12/2020 11:05 AM
Final Approval Date: 11/12/2020		

Proclamation

GEOGRAPHIC INFORMATION SYSTEMS DAY

WHEREAS, Geography Awareness Week is November 15–21; and

WHEREAS, National Geographic Information Systems (GIS) Day is November 18, 2020; and

WHEREAS, geography has played a defining role in the settlement, history, and cultural heritage of Williamson County; and,

WHEREAS an understanding of geographic concepts is crucial to maintaining efficient use of County resources, continued economic prosperity, and the general health and well-being of its citizens; and,

WHEREAS, the management, use, and exchange of geographic information is essential for effective decision-making by city, county, state and federal government and,

WHEREAS, computerized GIS technologies provide more efficient means of managing geographic information, and enable government to do more with limited resources; and

WHEREAS, Williamson County is committed to expanding the use of GIS and related technologies to County departments to improve operations in order to better serve its citizens.

NOW, THEREFORE, I, Bill Gravell Jr., County Judge of Williamson County, Texas, do hereby proclaim November 18, 2020, as GIS DAY.

_____

Bill Gravell Jr.
Williamson County Judge

Commissioners Court - Regular Session **53.**

Meeting Date: 11/17/2020

Tree of Angels Proclamation

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Proclamation designating the first week of December Tree of Angels week in Williamson County.

Background

Please see attached Proclamation.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tree of Angels Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/27/2020 12:05 PM
Form Started By: Grace Frias		Started On: 10/27/2020 08:56 AM
Final Approval Date: 10/27/2020		

Williamson County Proclamation
Tree of Angels

WHEREAS, when crimes occur, society must protect not only the rights of the accused, but also the rights of the victim; and

WHEREAS, recognizing that the holiday season is a difficult time for victims and their families, the Tree of Angels has become a memorable tradition observed in Williamson County to recognize that the holiday season is a difficult time for victims and their families; and

WHEREAS, all Williamson County citizens recognize the important work of all who commit themselves to assist crime victims and their loved ones with traditions like the Tree of Angels, that reflect the kind and compassionate spirit of the holiday season and encourage us all to play a role in building a safer, more just community.

NOW THEREFORE, BE IT PROCLAIMED THAT the Commissioners Court of Williamson County, State of Texas, hereby recognize the first week in **December** as

TREE OF ANGELS WEEK

PROCLAIMED this _____ day of _____, 2020.

_____

Williamson County Judge

Commissioners Court - Regular Session **54.**

Meeting Date: 11/17/2020

We Are Blood Presentation

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, take appropriate action and hear a presentation on We Are Blood - COVID-19 Convalescent Plasma (CCP).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Program Funding Proposal for Williamson County

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	11/13/2020 08:20 AM
Form Started By: Andrea Schiele		Started On: 11/13/2020 08:12 AM
Final Approval Date: 11/13/2020		

4300 N. Lamar Blvd., Austin, TX 78756 |WeAreBlood.org

COVID-19 Convalescent Plasma (CCP)
Program Funding Proposal for Williamson County

November 2020

Background

On April 4, We Are Blood (WrB) became one of the first blood centers in the country to stand up a program to collect COVID-19 Convalescent Plasma (CCP) for distribution to local physicians to administer under the Mayo Clinic's Expanded Access Protocol (EAP) approved by the FDA for Investigational CCP. The CCP Program has distributed more than 1600 doses of CCP for local COVID-19 patients.

Transition to Emergency Use Authorization (EUA)

In late August, the FDA announced its new Emergency Use Authorization (EUA), further expanding access to CCP beyond what was allowed under the investigational EAP. The EUA also adds the requirement that all CCP be labeled as either "high titer" or "low titer" which imposes new testing requirements to measure antibody titer levels.

A New Need for Program Stability and Funding

The new antibody testing requirement adds a significant cost for which We Are Blood must secure funding in order to keep this vital program alive.

Starting in April, the CCP Program built processes for recruiting donors and for collecting and distributing CCP. It steadily kept supply ahead of demand and built a comfortable inventory based on hospitalization rates and CCP usage.

Then suddenly in July, cases and hospitalizations surged, resulting in a spike in demand that quickly depleted CCP inventory. Clinicians had to adjust treatments to less than optimal doses, and WrB had to import CCP just to keep up.

New public orders then resulted in another decline and stabilization in cases and hospitalizations. WrB had weathered the July storm and built back a comfortable inventory – for now.

But to maintain stability going forward and shield against these inevitable swings and uncertainties, the CCP Program needs new funding to secure its operation for the next 12 months.

WrB needs to recruit and maximize donations from recovered COVID-19 patients. It needs to build a long-term inventory that can meet any demand (sudden or routine) for optimal CCP therapy until the course of this pandemic ultimately reaches its end.

The funding plan to ensure program viability for the next 12 months thus includes two components: Antibody Testing, and Expanding Capacity.

Funding Request

The entire budget for the CCP program outlined above is $351,950. We Are Blood has requested partner funding for this program from Travis County and is allocating funding from a recent grant from Union Pacific Foundation. Among the 10 counties We Are Blood serves, we are seeking funding primarily from Travis County and Williamson County, as they are the counties treating the majority of COVID 19 patient s in Central Texas and ordering 96% of CCP units (see We Are Blood CCP Distribution Table below).

We are request that **Williamson County** consider funding **$63,351** of this budget to ensure we have adequate CCP in our Central Texas community to treat COVID-19 patients during the ongoing pandemic.

CCP Partner Funding Breakdown

Funder	Amount	Status
Travis County	$274,521	Pending vote
Williamson County	**$63,351**	In discussion
Union Pacific Foundation	$14,078	Awarded
Total	$351,950	

CCP Proposal Detailed Budget

Antibody Testing

This 12-month program will allow WrB to screen all blood donors for positive antibodies to identify those who might be eligible for CCP donation, and then to perform titer testing on those whose screen is antibody positive (estimated 3%). This includes titer testing on existing CCP inventory to meet EUA requirements by the Dec 1 transition deadline.

Estimated 51,110 antibody screening tests @ $4.50	$229,950
Estimated 4,000 antibody titer tests @ $17.50	70,000
Total Antibody Testing – 12 months	$299,950

Expanded Capacity

Currently, CCP collection is limited to Trima technology at our fixed-site donor centers. Purchasing two Alyx technology collection machines will enable CCP collection on mobile buses for expanded capacity and flexibility.

Alyx Apheresis collection machines (2)	$ 52,000
Total Program Funding Proposal	**$351,950**

We Are Blood CCP Distribution Table

252 Williamson County patients have received CCP therapy from units distributed by We Are Blood of a total 1,300 patients across Central Texas who have received CCP therapy. When our inventory is adequate, physicians typically order two units per patient. During the height of the spike in cases in Central Texas over the summer, we had to limit order fulfillment to one unit per patient. Below is a breakdown of CCP units distributed by We Are Blood by county.

County	Facility Name	2020 CCP Units Shipped	Percent of Total Distribution	
Travis	ASCENSION SETON MC	408	26%	78%
	BSW MC AUSTIN	13	1%	
	BSW MC LAKEWAY	20	1%	
	BSW MC PFLUGERVILLE	48	3%	
	DELL CHILDREN'S	3	0%	
	DELL SETON MC AT UT	330	21%	
	NO AUSTIN MED CTR	71	4%	
	SO AUSTIN MED CTR	284	18%	
	ST DAVIDS MED CTR	53	3%	
Hays	BSW MC BUDA	16	1%	3%
	CHSR - SAN MARCOS	36	2%	
Burnet	BSW MC MARBLE FALLS	14	1%	1%
Williamson	BSW MC ROUND ROCK	51	3%	18%
	BSW MC TAYLOR	8	1%	
	CEDAR PARK MED CNTR	43	3%	
	ROUND ROCK HOSPITAL	114	7%	
	ST DAVIDS-GEORGETOWN	73	5%	

Commissioners Court - Regular Session **55.**

Meeting Date: 11/17/2020

Canvass of election returns for General Election held on November 3, 2020.

Submitted For: Chris Davis **Submitted By:** Jenifer Favreau, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action to conduct local canvass of election returns for the General Election held on November 3, 2020 and to approve all documents related to the canvass of election returns.

Background

The canvass may not be conducted until the Early Voting Ballot Board has verified and counted all provisional ballots and counted all timely received ballots cast by mail. The post-election Early Voting Ballot Board will have their final meeting on Monday, November 16, 2020 at 9:00am. After the board completes work, the canvass reports, including the Precinct by Precinct Report and the Summary Report, will be submitted to the Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/11/2020 07:58 PM
Form Started By: Jenifer Favreau		Started On: 11/02/2020 03:22 PM
Final Approval Date: 11/11/2020		

Commissioners Court - Regular Session **56.**

Meeting Date: 11/17/2020

policy - CARES

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 possible payout of vacation accruals over 160 hours from March 19th through current for to be defined offices affected by COVID 19.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/12/2020 09:26 AM

Form Started By: Rebecca Clemons Started On: 11/12/2020 09:08 AM

Final Approval Date: 11/12/2020

Commissioners Court - Regular Session **57.**

Meeting Date: 11/17/2020

Update to the Williamson County Fire Code, effective November 17,2020.

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 to update the Williamson County Fire Code, pursuant to Tex. Local Gov't § 233.061, effective November 17, 2020.

Background

Insurance standards require that the adopted fire code for a jurisdiction be within two code cycles. Each code cycle is for a period of three years. The current adopted fire code is the 2015 International Fire Code. It is therefore proposed that Williamson County adopt the 2018 International Fire Code. This is the most recent version of the fire code, which is also the most widely adopted fire code by jurisdictions throughout the United States.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fire Code Adoption Letter

WC Fire Code

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/11/2020 08:08 PM
Form Started By: Hank Jones		Started On: 11/11/2020 07:59 AM
Final Approval Date: 11/11/2020		

Date: 17th November 2020

To: Bill Gravell Jr., County Judge
Terry Cook, Commissioner, Precinct 1
Cynthia Long, Commissioner, Precinct 2
Valerie Covey, Commissioner, Precinct 3
Russ Boles, Commissioner, Precinct 4

CC: Chris Connealy, Director of Emergency Services

From: Hank Jones, Fire Marshal

In: Adoption of IFC 2018, Williamson County Fire Code and Fee Schedule

Insurance standards require that the adopted fire code for a jurisdiction be within two code cycles. Each code cycle is for a period of three years. The current adopted fire code is the 2015 International Fire Code. It is therefore proposed that Williamson County adopt the 2018 International Fire Code. This is the most recent version of the fire code, which is also the most widely adopted fire code by jurisdictions throughout the United States. It is important to emphasize that a national consensus fire code is written to provide a basic level of fire protection based on scientific research, engineering, and past tragedies.

The adoption of this fire code will do several things for Williamson County. First, it will meet the insurance standards of keeping within the two code cycles window. Second, this code will ensure the most current life safety and property protection standards area being applied throughout the unincorporated areas of Williamson County, as well as the incorporated areas of the county in which the County Fire Marshal's Office services. Third, this correspondingly enhances the quality of life in our community. Just as good management practices affirm, risk is minimized through good policies and regular review of performance.

In addition to the adoption of this new code, it is also proposed for a Fee Schedule to be adopted. This proposed fee schedule will allow the Fire Marshal's Office to operate an effective review/inspection program and is intended to offset costs of employees and equipment, but not fully fund the full fire safety inspection program. The fees are proposed to be implemented on November 17, 2020. The proposed fees are based on staff hours required to cover plan reviews and required inspections. The inspection fee is charged only once for plan review, meeting, and all inspections for the specific permit type. This does not include plan re-submittals or re-inspections to verify fire code compliance repeat visits to the same location. The proposed fee schedule was discussed with the County Commissioners during the fire code adoption meetings and given their support.

Williamson County Fire Code
Second Edition

Williamson County Fire Marshal's Office

Williamson County Fire Marshal: Hank Jones

Adopted: June 26, 2018

Effective: June 26, 2018

Amended: November 17, 2020

PREFACE

Tex. Local Gov't § 233.061. authorizes certain counties to adopt a *Fire Code* and the regulations necessary to administer and enforce the *Fire Code*. As the governing body of Williamson County, Texas, the Commissioners Court finds that adopting a *Fire Code* and requiring permits for the *construction* of commercial establishments, public buildings and multi-family residences in the unincorporated areas of Williamson County will protect the health, safety and welfare of life and property of the general public. The *Fire Code* requires periodic inspection of new and existing structures to ensure safety standards are being maintained for the continued practice of life safety and property conservation.

WILLIAMSON COUNTY FIRE CODE

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EXHIBITS

EXHIBIT A: Additions, Insertions, Deletions, and Changes to International Fire Code, 2018 Edition

EXHIBIT B: Certificate of Compliance

EXHIBIT C: Williamson County Fire Marshal's Office Fire Code Review Process

EXHIBIT D: Fee Schedule

1.0 GENERAL PROVISIONS

1.1 **Purpose:** The purpose of the Williamson County Fire Code is the safe-guarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in Williamson County.

A. The Williamson County Fire Code is intended to provide minimum requirements for fire safety, with due regard to function, for the design and *construction* or *substantial improvements* to any public buildings, commercial establishments, and multi-family dwellings with four or more units, as determined by the current property designation identified by the Williamson Central Appraisal District.

B. The Williamson County Fire Code **is not** intended to be a building code as described in the Tex. Local Gov't § 214. and does not evaluate structural, plumbing, electrical, and mechanical suitability, unless it is specifically referenced by the fire code.

C. The Williamson County Fire Code is not intended in any way to limit the statutory authority of the Fire Marshal, and it is intended that such authority be retained to the fullest extent that the law would authorize.

1.2 **Authority:** The Williamson County Fire Code is adopted by the Williamson County Commissioners Court pursuant to Tex. Local Gov't § 233.061. which authorizes certain counties to adopt a Fire Code and the regulations necessary to administer and enforce the *fire code*.

2.0 ADOPTION AND ADMINISTRATION

2.1 Except for the additions, deletions and insertions identified in EXHIBIT "A" , Williamson County hereby adopts the International Fire Code 2018 edition (hereinafter known as "IFC"), as the Williamson County Fire Code. A complete copy of the IFC is on file in the Williamson County Fire Marshal's Office.

2.2 The *Williamson County Fire Marshal* is responsible for the administration of this *Fire Code*, issuance of permits required by this *Fire Code*, enforcement of this *Fire Code* and maintenance of proper records.

2.3 The County Fire Marshal or the County Fire Marshal's designee may conduct inspections provided for in this Fire Code or by Tex. Local Gov't § 233.064.

2.4 Below shall identify the scope of Williamson County Fire Code:

A. The Williamson County Fire Code shall apply to all new *construction* or *substantial improvement* of all public buildings, commercial establishments ,and multi-family dwellings with four or more units, as determined by the current property designation identified by the Williamson Central Appraisal District.

B. The Williamson County Fire Code does not apply to any industrial facility with a fire brigade that the *Williamson County Fire Marshal* determines qualifies for the exception specified in Tex. Local Gov't § 233.062. (b). The *Williamson County Fire Marshal* shall have the authority to seek the assistance of the Occupational Health and Safety Administration

in making a determination regarding an industrial facility.

C. Any construction that occurred before the effective date of the amended Williamson County Fire Code will be governed by the preceding fire code that was effective as of June 26, 2018; unless and until *substantial improvement* is made to the property.

D. Disclaimer of Liability- The degree of fire protection required by the Williamson County Fire Code is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Compliance with the Williamson County Fire Code does not imply that any building or the operations permitted within any building will be free from a fire hazard. The Williamson County Fire Code shall not create liability on the part of Williamson County, any officer, or employee thereof for any damages that may result from reliance on this *Fire Code* or any administrative decision lawfully made there under. The granting of a permit or issuance of a *Certificate of Compliance* does not imply that the building can be insured for fire coverage.

3.0 TERMS

3.1 Certificate of Compliance: A "Certificate of Compliance" means a certificate issued by the County Fire Marshal indicating construction or *substantial improvement* has been completed in compliance with the Williamson County Fire Code as of a specific date and for a specific occupancy.

3.2 Construction: *Construction* begins on the date that ground is broken for a building as determined by the *Williamson County Fire Marshal*, or if no ground is broken, on the date that:

A. The first materials are added to the original property; or

B. Foundation pilings are installed on the original property; or

C. A manufactured building or relocated structure is placed on a foundation on the original property

3.3 Williamson County Fire Marshal: means the holder of the statutory office of County Fire Marshal for Williamson County, Texas or the employee(s) designated by the *Williamson County Fire Marshal* to perform a task required by this *Fire Code*.

3.4 Fire Code: "Fire Code" means the Williamson County Fire Code as adopted in Section 2.1 of this Code.

3.5 Fire Code Official: The term "Fire Code Official" as it appears in the IFC is synonymous with the term "*Williamson County Fire Marshal*" or a designee of such individual; however, only the *Williamson County Fire Marshal* has the authority to overrule his or her subordinates or grant variances before applicants for permits or variances may request review by the Williamson County Board of Appeals.

3.6 Fire Chief: The term "Fire Chief" as it appears in the IFC is synonymous with the term "*Williamson County Fire Marshal*".

3.7 Substantial Improvement: *Substantial improvement* occurs when:

A. The repair, restoration, reconstruction, improvement, or remodeling of a public building, commercial establishment, or a multi-family residential dwelling consisting of four or more units for which the cost exceeds 50% of the building's value according to the certified tax appraisal roll for the county for the year preceding the year in which the work was begun; or

B. A change in occupancy classification involving a change in the purpose or level of activity in a building, including the renovation of a warehouse into a loft apartment. For purposes of determining if an improvement is a *substantial improvement*, the applicant for a permit must submit data reflecting cost of the restoration, reconstruction, improvement, or remodeling. Costs shall include the value of all labor and materials. A permit is required prior to the start of any *substantial improvement*. For purposes of this Fire Code, *substantial improvement* begins on the date that the repair, restoration, reconstruction, improvement, remodeling, the change in occupancy classification begins, or on the date materials are first delivered for that purpose; or

C. The installation or significant modification of a fire protection system or feature that requires acceptance testing or inspection per the standards of the National Fire Protection Association (NFPA).

3.8 Unincorporated Area: *Unincorporated Area* means any real property in Williamson County, Texas, which is not within the city limits of a municipality.

4.0 PERMITS

4.1 Permit Required: No person shall start or authorize construction or *substantial improvement* of a building or facility as defined by 2018 IFC within an unincorporated area of Williamson County without first securing a permit under the Williamson County Fire Code.

4.2 Application for Permit: The application for a permit will be on an electronic form prescribed by the *Williamson County Fire Marshal* and must be supported by the following:

A. A completed Fire Code Design and Compliance Review Sheet provided by the *Williamson County Fire Marshal* and signed and sealed by a duly licensed architect or engineer authorized to practice in the State of Texas;

B. A non-refundable permit review fee; and

C. One (1) set of site/civil architectural, and fire protection systems plans, or other required set of plans submitted by electronic source (PDF) OR One (1) set of site/civil, architectural, and fire protection systems plans, or other required set of plans in a hard copy format AND one (1) set of site/civil architectural, fire protection systems plans, or other required set of plans must be submitted by electronic source (PDF). The plans must be on a readable format and handed in at time of permit submittal :

i. types of construction materials and class of interior finish;

ii. location of all exits with distances between exits called out – exit width, type and any special requirement shall be stated; and the location of any fire alarm equipment, automatic sprinklers, emergency lighting, etc. required to meet this *Fire Code*.

4.3 The *Williamson County Fire Marshal* may require the submission of additional information, drawings, specifications, or documents if needed to determine whether a permit should be issued.

4.4 Determination of Permit Eligibility: After the application is filed, the *Williamson County Fire Marshal* shall determine if the proposed construction or *substantial improvement* meets the requirements of the *Williamson County Fire Code*.

A. If it is determined that the proposed construction or *substantial improvement* meets the requirements, then a permit will be issued after the collection of the appropriate fees as outlined in Section 4.5 – Fees, of the *Fire Code*, and as referred to in EXHIBIT "D" - *Fee Schedule*.

B. If it is determined that the proposed construction or *substantial improvement* does not comply with the requirements of this *Fire Code*, then the application package shall be returned to the applicant with an explanation of why it was not approved.

4.5 Fees: Fees for permits and inspections are to be set by Commissioner's Court. Fees shall be paid by online payment, cashier's check, money order, or personal check. Should the check be returned for insufficient funds, the permit(s) issued becomes null and void. Fees shall be paid at the time plans are submitted for review unless other arrangements have been made and approved by the County Auditor. The County shall deposit all fees received under this section in a special fund in the County treasury, pursuant to Tex. Local Gov't § 233.065. (c), and money in that fund shall be used only for the administration and enforcement of the *Fire Code*. Fee Schedule is shown in EXHIBIT "D".

4.6 Fees for Retail Fireworks Permits: Inspections conducted under the authority of Tex. Local Gov't § 352.016. for fire and life safety hazards at a fireworks retailer are subject to fees in accordance with Tex. OCC § 2154.2025. and Exhibit "D". Payment of fees may be collected from the person who obtained a Retail Fireworks Permit under Tex. Occ. § 2154.202. to sell fireworks directly to the public. The permit fee shall only be collected once per calendar year for each site and address listed on the permit, however the number of inspections at each site is not limited to once per calendar year:

A. $100, Firework stand/building less than 25,000 square feet.

B. $200, Firework stand/building 25,000 square feet or more.

C. $300, Firework stand/building 100,000 square feet or more.

4.7 Condition of Permit: *Construction* of a building or a *substantial improvement* must be started within 180 calendar days of the date the permit is issued or the permit shall be null and void. Upon written request to the *Williamson County Fire Marshal*, two (2) six-month extensions of the permit may be obtained.

4.8 Lock Box Permit: The owner or owners association of a gated community or multi-unit housing project must comply with the provisions set forth by Tex. Local Gov't Code § 352, Subchapter E. The owner or owner's association of a gated community or multi-unit housing project must obtain a Lockbox Permit from the *Fire Code Official*.

5.0 PERMIT HOLDER RESPONSIBILITIES

5.1 All permit holders must post a copy of the permit on the jobsite in a place clearly visible from the

nearest road or street and in a manner meeting the requirements of the standards for permanent numbers set forth in the IFC § 505.1.

5.2 The *Williamson County Fire Marshal* is authorized to make as many scheduled or unscheduled inspections to the worksite as deemed necessary to enforce this *Fire Code* and the conditions of the Permit.

5.3 Any permit holder that wishes to make a change to the proposed building or *substantial improvement*, or to construct any building or *substantial improvement* other than that authorized by the permit, must submit supplemental drawings and/or specifications to the *Williamson County Fire Marshal* for review and approval. If a change complies with this *Fire Code* and is approved, a copy of the supplemental drawings and/or specifications shall be added to the Permit Holder's file, and the *Williamson County Fire Marshal* shall amend the permit accordingly.

6.0 CERTIFICATE OF COMPLIANCE

6.1 A building or facility may not be occupied until a conditional or partial *Certificate of Compliance* for the building or facility is issued by the *Fire Marshal*. The *Fire Marshal* shall notify the permit applicant in writing of any limitations or restrictions necessary to keep the permit area safe.

6.2 The holder of a conditional or partial *Certificate of Compliance* shall proceed only to the point for which approval has been given, at the permit holder's own risk and without assurance that approval for the occupancy or the utilization of the entire premises, equipment, or operation will be granted.

6.3 A "*Certificate of Compliance*" under this *Fire Code* shall not be construed as authorizing the owner or operator of any building or facility to afterward operate or maintain such building in such a way as to create, cause or allow the existence of a fire or life safety condition, which condition shall be subject to the independent enforcement authority of the County Fire Marshal.

7.0 APPEALS AND HEARING PROCEDURE

7.1 By applying for a permit, an Applicant waives the right to challenge this *Fire Code* in a court of law without first timely exhausting the Williamson County Fire Code's Appeals and Hearing Procedure.

7.2 If a permit applicant is denied a permit, the applicant may appeal the denial as provided in this section. The term "Appellant" is used to refer to the appealing party.

i. To appeal the denial of a permit application by the Fire Marshal's designee, Appellant must submit a written statement to the *Williamson County Fire Marshal* setting forth the reasons why the permit application should be approved. If the *Williamson County Fire Marshal* sustains the original denial of the permit, the appellant may seek review of the decision by the established Board of Appeals pursuant to Section 7.3 below.

ii. To appeal the denial of a permit application by the *Williamson County Fire Marshal*, Appellant may request that the established Board of Appeals review of the denial, as described in Section 7.3.

7.3 Review by established Board of Appeals:

i. An Appellant may request that the Board of Appeals review the County Fire Marshal's denial of a permit application by sending a written request to the County Fire Marshal's

Office by certified mail.

ii. The request to review must be received by the County Fire Marshal's Office no later than the tenth business day after the County Fire Marshal (not an appointee) issues the written denial of the permit application.

iii. Filing a request to review does not stay the Fire Marshal's denial of the application. The denial remains in effect unless and until the Board of Appeals reverses the decision of the Fire Marshal.

iv. The Fire Marshals' denial will be reviewed by the Board of Appeals at a special scheduled meeting, no later than thirty calendar days of receiving the written request for review. The Board of Appeals may either uphold or reverse the decision of the County Fire Marshal.

v. The Fire Marshal will send written notification of the Board of Appeals meeting date to Appellant by certified mail to address application unless Appellant specifies a different address in the written request for review. This notice shall be sent no later than seven calendar days prior to the Board of Appeals meeting date.

8.0 ENFORCEMENT AND VARIANCE

8.1 Violation of Conditions of Regulations: Any person having knowledge of a violation of this *Fire Code* may file a written, sworn complaint with the County Fire Marshal.

8.2 Civil Enforcement: If any person violates any provisions of the Williamson County Fire Code, the County Fire Marshal may request that the County Attorney file a civil action in a court of competent jurisdiction to recover from a person who violates the *Fire Code* a civil penalty in an amount of up to $200 (or the maximum amount allowed by statute) for each day on which the violation exists as allowed in Tex. Local Gov't § 233.067.

8.3 Criminal Enforcement: If a building or facility subject to the Williamson County Fire Code is occupied without a *Certificate of Compliance*, the County Fire Marshal may file a complaint with the District Attorney's Office under Tex. Local Gov't § 352.016 and § 352.022. An offense under this section is a Class B misdemeanor unless it is shown on the trial of the offense that the defendant has been previously convicted two or more times under this section, in which event the offense is a state jail felony.

8.4 Variances: A request for a Variance to the *Williamson County Fire Code* can be made in writing to the *Williamson County Fire Marshal.*

A. The Fire Marshal shall review the request and deny or grant request for variance.

B. A variance may be granted only if the following are met:

i. The applicant has shown good and sufficient cause;

ii. It has been determined that failure to grant the variance would result in an exceptional hardship to the applicant; and

iii. The granting of a variance will not result in an increased risk of fire, additional threats to public safety, extraordinary public expense, or create nuisances, cause fraud or victimization of the public; and

C. Economic hardship shall not constitute the sole basis for granting a variance.

D. The Fire Marshal's decision on a variance request may be appealed as described in Section 7

of the Williamson County Fire Code.

9.0 FORMS AND RECORDS

9.1 Forms: Forms to be used in the administration of this *Fire Code* shall be promulgated by the *Williamson County Fire Marshal*.

9.2 Maintenance of Records: The *Williamson County Fire Marshal* must maintain all applications for, and file copies of, permits for a retention period of three (3) years. Drawings and specifications on file with the *Williamson County Fire Marshal* may be destroyed after completion of the structure, unless otherwise required by law.

SERVERABILITY AND CONSTRUCTION

The provisions of this *Fire Code* are severable. If any word, phrase, clause, sentence, section, provision, or part of this *Fire Code* should be invalid or unconstitutional, it shall not affect the validity of the remaining portions and it is hereby declared to be the intent of the Commissioners Court that this *Fire Code* would have been adopted as to the remaining portions, regardless of the invalidity of any part. In the event that any provision of this *Fire Code* might be interpreted in such a way as exceeding the County's authority, such provision should be construed to apply only to the extent authorized by law. In the event of conflict, the Williamson County Fire Code approved on this date shall supersede any conflicting fire regulations of the County, except for as provided in Section 2.4.

PASSED AND APPROVED BY COMMISSIONERS COURT this ____ day of November, 2020

_____
Bill Gravell Jr., County Judge

_____
Terry Cook, Precinct 1

_____
Cynthia Long, Precinct 2

_____
Valerie Covey, Precinct 3

_____
Russ Boles, Precinct 4

Attest:

_____
Nancy Rister, County Clerk

EXHIBIT A

ADDITIONS, INSERTIONS, DELETION AND CHANGES TO INTERNATIONAL FIRE CODE 2018 EDITION

The International Fire Code is adopted by Williamson County except as noted below:

CHAPTER 1
SCOPE AND ADMINISTRATION

SECTION 101.1 is amended to read as follows: **SECTION 101.2.1** is added to read as follows:

101.1 Title. These regulations shall be known as the *Fire Code* of Williamson County, hereinafter referred to as "this code."

101.2.1 Appendices. Appendices, A, B, C, D, E, F, G, H, I, J, K, L, M and N are adopted as part of the Williamson County Fire Code.

SECTION 104.7.3 is added to read as follows:

104.7.3 Plan Review. The *Fire Code Official* is authorized to require the owner or agent to provide, without charge to the county and at the sole cost and expense of the owner or agent, a third party review for permits, approvals, inspections, or plans submitted to the county for approval. Any third-party review required by the county shall be conducted by an individual or entity of the *fire code official's* choice.

SECTION 105.3.3 is amended to read as follows:

105.3.3 Occupancy prohibited before approval. The building or structure shall not be occupied prior to the *fire code official* issuing a certificate of compliance and conducting associated inspections indicating the applicable provisions of this code have been met.

CHAPTER 2
DEFINITIONS

SECTION 202 is amended to include the following revised or additional definitions:

24-HOUR CARE. The actual time that a person is an occupant within a facility for the purpose of receiving care. It shall not include a facility that is open for 24 hours and is capable of providing care to someone visiting the facility during any segment of the 24 hours. See definitions for Group I occupancies as adopted by Williamson County.

ADULT CARE FACILITY. See Institutional-2 occupancy definition.

AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing

or similar care on a less-than-24-hour basis to persons who are rendered incapable of self-preservation by the services provided or staff has accepted responsibility for care recipients already incapable. This group may include but not be limited to the following:

1. Dialysis centers, sedation dentistry, surgery centers, colonic centers, psychiatric centers.

APPROVED. Acceptable to the fire code official.

CHILD CARE FACILITY. See Institutional Group I-2 occupancy definition.

CRITICAL FACILITIES. Those facilities essential to the preservation of life and property, including, but not limited to: schools, nursing homes, hospitals, police, fire and emergency response installations, facilities used for the storage of critical records, and commercial installations which produce, use or store hazardous materials or hazardous waste (Group H occupancies).

DEDICATED FUNCTION FIRE ALARM CONTROL UNIT. A protected premises fire alarm control unit intended to provide operation of a specifically identified fire safety function, such as a fire sprinkler alarm and supervisory control unit or an elevator recall control and supervisory control unit.

FIRE ALARM CONTROL PANEL REPLACEMENT AND MAINTENANCE. Any maintenance to an existing fire alarm control panel that involves replacement or upgrade that requires a new installation tag and certification shall be considered a new system and shall meet the requirements of Section 907.2.

FIRE CODE OFFICIAL. The fire code official shall be the person appointed by Commissioners Court as the County Fire Marshal or the employee(s) designated by the County Fire Marshal to perform a task required by this code. The Fire Marshal shall have enforcement authority for this code and shall conduct all required inspections for compliance with this code.

FOSTER GROUP HOME. A child-care facility that provides care for 7 to 12 children for 24 hours a day.

FOSTER HOME. A child-care facility that provides care for not more than six children for 24 hours a day.

GENERAL RESIDENTIAL OPERATION. A child-care facility that provides care for more than 12 children for 24 hours a day, including facilities known as children's homes, halfway houses, residential treatment centers, emergency shelters, and therapeutic camps.

GROUP HOME. A residential board and care facility with at least four and no more than sixteen clients for social rehabilitation, substance abuse or mental health problems containing a group housing arrangement that provides custodial care but does not provide acute care.

MID-RISE BUILDING. A building with an occupied floor located more than 2 stories and less than 75 feet (22 860 mm) above the lowest level of fire department vehicle access.

MOBILE FOOD VEHICLE. Vehicles which are used for the preparation and sale of consumable items.

Institutional Group I-1. Institutional Group I-1 occupancy shall include buildings, structures, or portions thereof for more than 16 persons, excluding staff, who reside on a 24-hour basis in a supervised environment and receive custodial care. Buildings of Group I-1 shall be classified as one of the occupancy conditions indicated below. This group shall include, but not be limited to, the following:

Alcohol and drug centers
Assisted living facilities
Congregate care facilities
Convalescent facilities
Group homes
General residential operation
Halfway houses
Residential Board and Care- Large A
Social rehabilitation facilities

Condition 1. This occupancy condition shall include buildings in which all persons receiving custodial care who, without any assistance, are capable of responding to an emergency situation to complete building evacuation.

Condition 2. This occupancy condition shall include buildings in which there are any persons receiving custodial care who require limited verbal or physical assistance while responding to an emergency situation to complete building evacuation.

Four to sixteen persons receiving care. A facility such as the above, housing at least four and not more than sixteen persons receiving such care, shall be classified as a Residential Board and Care-Small.

Institutional Group I-2. Institutional Group I-2 occupancy shall include buildings and structures used for medical care on a 24-hour basis for more than five persons who are not capable of self-preservation, and not otherwise classified as a Residential Board and Care- Small, This group shall include, but not be limited *to,* the following:

Foster care facilities
Detoxification facilities
Hospitals
Nursing homes
Psychiatric hospital
Child and Adult day care facilities (in operation for more than 24 hours)
Residential Board and Care- Large B

Condition 1. This occupancy condition shall include facilities that provide nursing and medical care but do not provide emergency care, surgery, obstetrics, or in-patient stabilization units for psychiatric or

detoxification, including, but not limited to, nursing homes and foster care facilities.

Condition 2. This occupancy condition shall include facilities that provide nursing and medical care and could provide emergency care, surgery, obstetrics, or inpatient stabilization units for psychiatric or detoxification, including, but not limited to, hospitals. Four to sixteen persons receiving care. A facility such as the above, housing at least four and not more than sixteen persons receiving such care, shall be classified as a Residential Board and Care-Small.

Residential Board and Care Occupancy. An existing residential occupancy, converted to be used for lodging and boarding of at least four but not more than 16 residents, not related by blood or marriage to the directors, owners, or operators, for the purpose of providing personal care services. A Residential Board and Care Occupancy includes, but is not limited to:

Alcohol and drug centers
Assisted living facilities
Boarding homes, housing at least four but not more than ten residents
Community homes
Congregate care facilities
Convalescent facilities
Detoxification facilities
Emergency shelters
Family home
Foster family homes
Group homes
Halfway houses
Hospices
Limited care facilities
Personal care facilities
Residential AIDS hospices
Residential treatment home
Social rehabilitation facilities
Special residential care facility

For the purposes of this Code, a facility such as the above in a residential setting, housing at least four and **not more than 16 persons** shall be classified as a Commercial Establishment: **Residential Board and Care, Small** and shall comply with the provisions of the current State adopted editions of Section 20.5 of the Uniform Fire Code, NFPA 1 Chapter 33 of NFPA 101 Life Safety Code, or applicable State and Federal requirements. If there is a conflict between the provisions of this section and the State or the purposes of this Code, a facility such as the above, housing **more than 16 persons** shall be classified as a Commercial Establishment: **Residential Board and Care, large** and shall comply with the provisions of the current edition of the Williamson County Fire Code, or applicable State and Federal requirements. If there is a conflict between the provisions of this section and the State or Federal requirements, rules, and regulations, the more stringent of the provisions shall apply.

Residential Group R-4. Omitted. Refer to Residential Board and Care.

READILY ACCESSIBLE. Accessible without any special tools, key, knowledge, or equipment to operate.

SPECIAL EVENT. Any organized, temporary event with an estimated number of participants and spectators of 100 or more people set up outdoors in a parking lot, side of the roadway, open land, or involves using a building for an assembly of 50 or more people in a building not equipped or intended to be utilized for this purpose.

START OF CONSTRUCTION. Construction begins on the date that ground is broken for a building, or if no ground is broken, on the date that:

1. The first materials are added to the original property;
2. Foundation pilings are installed on the original property;
3. A manufactured building or relocated structure is placed on a foundation on the original property.

SUBSTANTIAL IMPROVEMENT. A "Substantial Improvement" is

a) the repair, restoration, reconstruction, improvement, or remodeling of a public building, a commercial establishment, or a multifamily residential dwelling consisting of four or more units for which the cost exceeds 50% of the building's value according to the certified tax appraisal roll for the county for the year preceding the year in which the work was begun; or

b) a change in occupancy classification involving a change in the purpose or level of activity in a building, including the renovation of a warehouse into a loft apartment. For purposes of determining if an improvement is a substantial improvement, the applicant for a permit must submit data reflecting cost of the improvement, restoration, reconstruction, improvement, or remodeling. Costs shall include the value of all labor and materials. A permit is required prior to the start of any substantial improvement. For purposes of this Code, substantial improvement begins on the date that the repair, restoration, reconstruction, improvement, or remodeling or the change in occupancy classification begins or on the date materials are first delivered for that purpose.

UNINCORPORATED AREA. Unincorporated Area means the area in Williamson County, Texas, which is not within an incorporated area of a city or town.

CHAPTER 3
GENERAL REQUIREMENTS

SECTION 319.1.1, 319.11 and 319.2 are added to read as follows:

319.1.1 Location. A mobile food vehicle being used on a property shall comply with the following:

1. The vehicle shall not be parked beneath or within 20 feet of a structure while operating.
2. Accessory weather protection cannot exceed 700 square feet and shall be open on at least three sides.

319.11 Electrical. All electrical components shall be in compliance with Sections 604.1 through 604.9 and the National Electrical Code current edition (NFPA 70).

319.12 Solid Fuel Cooking. All solid fueled cooking appliances and operations shall be in accordance with NFPA 96, current addition.

CHAPTER 4
EMERGENCY PREPAREDNESS REQUIREMENTS

SECTION 403.12.3.1 is amended to read as follows:

403.12.3.1 Number of crowd managers. Follow recommendations of the mass gathering permit and not fewer than two trained crowd managers, and not fewer than one trained crowd manager for each 250 persons or portion thereof, shall be provided for the gathering.

Exceptions:

1. Outdoor events with fewer than 500 persons in attendance shall not require crowd managers.
2. Assembly occupancies used exclusively for religious worship with an occupant load not exceeding 1,000 shall not require crowd managers.
3. The number of crowd managers shall be reduced where, in the opinion of the *fire code official*, the fire protection provided by the facility and the nature of the event warrant a reduction.

CHAPTER 5
FIRE SERVICE FEATURES

SECTION 503.1.1 Exceptions 1.1 and 1.2 are amended to read as follows:

Exception: 1.1. Buildings equipped throughout with an *approved automatic sprinkler system* installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, the dimension shall be increased to 200 feet.

Exception 1.2. When fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an *approved* alternative means of fire protection is provided. An acceptable alternative is to install external remote fire hose connections per Section 918 of the International Fire Code.

SECTION 505.1 is amended to read as follows; **SECTION 505.1.1** is added to read as follows:

505.1 Address identification. New and existing buildings shall be provided with *approved* address identification. The address identification shall be legible and placed in a position that is clearly identifiable and visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the *fire code official*, address identification shall be provided in additional *approved* locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the *public way*, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

505.1.1 Additional Identification Required. In multi-tenant buildings where exterior exit doors face directions other than the road front of buildings, each door shall be labeled with business name and suite number or address. Numbers and letters shall be Arabic numbers or alphabetical block letters, not less than 2 inches in height and a minimum stroke width of ½" inch.

SECTION 506.1.1 is amended to read as follows:

506.1.1 Locks. An approved lock shall be installed on gates, doors or similar barriers where required by the *fire code official*. Only key locks, key boxes, and key box systems manufactured and supplied by the Knox® Company, with a key cut for unincorporated Williamson County designated fire departments shall be utilized.

SECTION 506.1.2 Item 3 is amended to read as follows:

3. The key box shall be mounted within 20 feet of the main elevator bank at the lobby nearest to

the lowest level of fire department access.

SECTION 506.1.3 is added to read as follows:

506.1.3.2 Gated Communities and Multi-Unit Housing. To assure reasonable access for fire-fighting vehicles and equipment, emergency medical services vehicles, and law enforcement officers, the owner or the owners association of a gated community or multi-unit housing project shall comply with this section.

506.1.3.1 Vehicular Gates. Each vehicular gate to the gated community or multi-unit housing project must have a key box within sight of the gate and in close proximity outside the gate or a chain with approved lock. The key box at all times must contain a key, card, or code to open the gate or a key switch or cable mechanism that overrides the key, card, or code that normally opens the gate and allows the gate to be opened manually.

506.1.3.2 Pedestrian Gates. If there are one or more pedestrian gates, at least one pedestrian gate must have a key box within sight of the gate and in close proximity outside the gate. The key box at all times must contain a key, card, code, key switch, or cable mechanism to open the gate. If different pedestrian gates are operated by different keys, cards, or codes, the key box must contain:

1. Each key, card, or code, properly labeled for its respective gate; or
2. A single master key, card, code, or a key switch or cable mechanism that will open every gate.

506.1.3.3 Electrical Power Gate. If a gate is powered by electricity, it must be possible to open the gate without a key, card, code, or key switch if the gate loses electrical power.

SECTION 506.3 is added to read as follows:

506.3 Key Box Access. Access to a key box (KNOX box) required by this section shall be limited to a person or agency providing firefighting or emergency medical services for the county.

SECTION 507.5.1.1 is amended to read as follows:

507.5.1.1 Hydrant for standpipe systems. Building equipped with any fire department connection installed in accordance with Section 903 or Section 905 shall have a fire hydrant within 100 feet (30 480 mm) of the fire department connections.

Exception: The distance shall be permitted to exceed 100 feet (30 480 mm) where *approved* by the *fire code official*.

SECTIONS 509.3 is added to read as follows:

509.3 Main electrical disconnect. The main electrical disconnect for each building shall be labeled and installed on the exterior of the building in an *approved* location. In lieu of the main disconnect, an approved remote shunt trip may be installed in an *approved* location to disconnect electrical service when *approved* by the *fire code official*.

SECTION 510 is amended to read as follows:

SECTION 510
EMERGENCY RESPONDER RADIO COVERAGE

510.1 Emergency responder radio coverage in new buildings. New buildings shall have *approved* radio coverage for emergency responders within the building based on the existing coverage levels of the public safety communication systems utilized by the jurisdiction, measured at the exterior of the building. Coverage shall include the Williamson County Radio System. The frequency range to be supported is 700-800 MHz (FDMA and TDMA)). Additional VHF/UHF (150-174 MHz/408-512 MHz) frequency range may be required based upon the need of local public safety services or as otherwise required in writing by Williamson County for public safety purposes. Any building or structure that fails to support adequate radio coverage must be brought into compliance. The owner shall immediately contact the Williamson County Fire Marshal's Office to report the system failure. This section shall not require improvement of the existing public safety communication systems.

Exceptions:

1. Where it is determined by the *fire code official* that the radio coverage system is not needed.
2. Buildings less than 15,000 square feet.
3. Single-family detached residential dwellings and multifamily buildings.
4. Any building less than four stories in height with less than 50,000 square feet per floor.

510.4.1.1 Minimum signal strength into the building. The minimum inbound signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The inbound signal level shall be sufficient to provide not less than -95 dBm for analog systems or a Delivered Audio Quality (DAQ) of 3.0 for digital systems or an equivalent Signal-to- Interference-Plus-Noise-Ratio (SINR) applicable to the technology for either analog or digital signals.

510.4.1.2 Minimum signal strength out of the building. The minimum outbound signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The outbound signal level shall be sufficient to provide not less than -95 dBm for analog systems or a DAQ 3.0 for digital systems or an equivalent Signal-to-Interference-Plus-Noise-Ratio (SINR) applicable to the technology for either analog or digital signals.

CHAPTER 9
FIRE PROTECTION SYSTEMS

SECTIONS 901.4.6, 901.4.6.1, 901.4.6.4, 901.6.1, 903.4.1, 907.4.1 are amended to read as follows;
SECTIONS 901.4.6.5, 903.7, 907.2.24, 907.6.2.1, 913.2.1.1, 913.6, 918 are added, to read as follows:

901.4.6 Pump and riser room size. Where provided, fire pump rooms and *automatic sprinkler system* riser rooms shall be designed with adequate space for all equipment necessary for the installation, as defined by the manufacturer, with sufficient working space around the stationary equipment. Clearances around equipment to elements of permanent construction, shall be sufficient to allow inspection, service, repair or replacement without removing such elements or permanent construction or disabling the function of a required fire-resistance-rated assembly. Fire pump and *automatic sprinkler system* riser rooms shall be provided with doors and unobstructed passageways large enough to allow removal of the largest piece of equipment. Storage rooms shall not be used for a fire sprinkler system riser room.

901.4.6.1 Access. Automatic sprinkler system risers, fire pumps and controllers shall be provided with ready access. Where located in a fire pump room or automatic sprinkler riser room, the door shall be permitted to be locked provided that the key is available at all times. Fire sprinkler riser rooms with an exterior access door is required to have a Key Box system compliant with 506.1 for fire department access.

> **Exceptions:** Automatic fire sprinkler control valves that are located on the exterior of the building, or in a vault, or located in *readily accessible* area outside of the building.

901.4.6.4 Lighting. Permanently installed artificial illumination on both interior and exterior sides of the access door shall be provided in the automatic sprinkler system riser rooms and fire pump rooms.

901.4.6.5 Fire Sprinkler Riser Room Separation. Automatic fire sprinkler riser rooms shall be separated from the remainder of the building by not less than one-hour fire barrier. **901.6.1 Standards.** *Fire protection systems* shall be inspected, tested, and maintained in accordance with the referenced standards listed in Table 901.6.1.

901.6.1 Standards. *Fire protection systems* shall be inspected, tested, and maintained in accordance with the referenced standards listed in Table 901.6.1.

Table 901.6.1
FIRE PROTECTION SYSTEM MAINTENANCE STANDARDS

SYSTEM	STANDARD
Portable fire extinguishers	NFPA 10
Carbon dioxide fire-extinguishing system	NFPA 12
Halon 1301fire-extinguishing system	NFPA 12A
Dry-chemical extinguishing systems	NFPA 17
Wet-chemical extinguishing systems	NFPA 17A
Water-based fire protection systems	NFPA 25
Fire alarm systems	NFPA 72
Standard for smoke and heat venting	NFPA 204
Water-mist systems	NFPA 750
Clean agent extinguishing systems	NFPA 2001
Aerosol fire-extinguishing systems	NFPA 2010

903.4.1 Monitoring. Alarms, supervisory and trouble signals shall be transmitted to an *approved* supervising station, through a dedicated function fire alarm control unit or a fire alarm control panel. Each alarm, supervisory, and trouble signal shall be addressable and identify the building, zone or riser location when initiated or activated. When *approved* by the County *Fire Code Official*, a performance-based alternative may be approved.

Exceptions:

1. Underground key or hub valves in roadway boxes provided by the municipality or public utility are not required to be monitored.
2. Backflow prevention device test valves located in limited area sprinkler system supply piping shall be locked in the open position. In occupancies required to be equipped with a fire alarm system, the backflow preventer valves shall be electrically supervised by a tamper switch installed in accordance with NFPA 72 and separately annunciated.

903.7 Required minimum safety pressure. An automatic fire sprinkler system shall be required a minimum hydraulically calculated safety factor of five (5) psi or greater.

907.2.24 Alarm annunciation. Alarm annunciation/indication is required to be located at the main entrance of all buildings required to have an approved fire alarm system.

907.4.1 Protection of fire alarm control unit. A single smoke detector shall be provided at the location of

each fire alarm control unit, notification appliance circuit power extenders and supervising station transmitting equipment.

907.6.2.1 Fire Alarm Surge Protectors. Surge protection shall be provided on all fire alarm related components, to protect from transient voltage, including but not limited to the following: signaling line circuits (SLC), notification appliance circuits (NAC), telephone lines, AC power connections.

913.2.1.1 Fire Pump Rooms. Each room where fire pumps are located shall have an exterior access door with a Key Box system compliant with 506.1 for fire department access. Illumination shall be provided on both the exterior and interior sides of the access door and the door shall be clearly marked and identified per Section 509.1. Storage rooms shall not be used for a fire pump room.

913.6 Water Supply for Fire Pumps: All fire pump installations where the fire pump is supplied directly from a water main or utility district water line shall include a break tank designed in accordance with NFPA 22 or provide an approval letter from the water authority authorizing direct connection to the water main provided with specified backflow prevention.

> **Exception:** Performance-based alternative provided by a Civil Engineer (with Fire Protection education), Fire Protection Engineer, or RME- G licensed by the State of Texas may be submitted for consideration by the Fire Code Official.

SECTION 918 is added to read as follows:

SECTION 918
REMOTE FIRE HOSE CONNECTIONS

918.1 Remote fire hose connection. Where approved by the County Fire Marshal, remote fire hose connections may be installed to reduce the fire hose length as required by Section 503. For portions of buildings being protected by remote fire hose connections in Occupancy groups F, *S,* and H, access doors compliant with Section 3206.6.1 of the International Fire Code shall be provided.

918.2 External remote fire hose connection. Remote fire hose connections shall be designed using a minimum of 4 inch(102mm) diameter galvanized steel pipe for up to 1,000 ft. (305m}, or 6 inch(152mm) diameter galvanized steel pipe for over 1,000 ft. (305 m) in length, or any other equivalent pipe material approved by the Fire Code Official. C900 pipe may be substituted for underground line as required per Williamson County design standard. The fire department connection and fire hose connection thread shall be designated by the local responding fire department.

918.2.1 Installation. An approved fire department connection and hose connection compatible with the response agency shall be a minimum height of 18 inches and a maximum of 48 inches and installed within 10-ft of a fire department access door if not fronting a fire lane access road.

918.2.2 Vehicle impact protection. Shall be provided and comply with Section 312 of the International Fire Code.

918.2.3 Signs and markings. External remote fire hose connections shall comply with Section 912 of the International Fire Code. The fire department connection sign shall state "DRY REMOTE FDC". The remote fire hose connection sign shall state "DRY REMOTE FIRE HOSE CONNECTION".

918.2.4 Locking Caps. Approved locking caps shall be provided for all remote hose connections.

918.3 Piping protection. Piping that passes through the interior of the building shall comply with Section 905.4.1 of the International Building Code.

918.4 Remote fire hose connection location(s). Where approved by the Fire Code Official or Fire Marshal, remote fire hose connections shall be installed so that all portions of the building are covered within 150 ft. of fire hose lay. Fire department connection shall be located within 10ft of the fire lane.

> **Exception:** Fire hose lay shall be increased up to 200 ft. when the building is protected with an automatic fire sprinkler system.

918.5 Maintenance, inspection, and testing. Remote fire hose connections shall be maintained, flow tested, and inspected annually. A written record shall be maintained and shall be made available to the fire code official.

CHAPTER 11
CONSTRUCTION REQUIREMENTS FOR EXISTING BUILDINGS

SECTION 1103.7.7 is added to read as follows:

1103.7.7 Group R-4. Please refer to Exhibit A, Section 2 of the Williamson County Fire Code for additional information and Residential Board and Care design criteria.

CHAPTER 32
HIGH PILED COMBUSTIBLE STORAGE

SECTION 3201 is amended by the addition of Section 3201.5, to read as follows:

SECTION 3201.5 Required Specialized Engineered Plans. All high piled storage facilities shall be designed with the assistance of an engineer specializing in fire protection, licensed in the State of Texas.

CHAPTER 50
HAZARDOUS MATERIALS - GENERAL PROVISIONS

SECTION 5001.7 is added to read as follows:

SECTION 5001.7 REQUIRED SPECIALIZED ENGINEERED PLANS. All Group H occupancies shall be designed with the assistance of an engineer specializing in fire protection, licensed in the State of Texas.

CHAPTER 80
REFERENCED STANDARDS

CHAPTER 80 is amended to read as follows:

The opening paragraph to **CHAPTER 80** is amended as follows:

This chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, effective date and title, and the section or sections of this document that reference the standard. If the State of Texas has adopted any of the listed standards, the more stringent and/or more current standard of the provisions shall apply. Use of all standards and references will be reviewed and utilized by the fire code official.

CHAPTER 80 is amended to include the following reference standards:

a. NFPA 1, Uniform Fire Code-Current State adopted edition, Section 20.5
b. NFPA 101® Life Safety Code ®- Current State adopted edition, Chapter 33

APPENDIX B
FIRE – FLOW REQUIREMENTS FOR BUILDINGS

SECTION B103.3 is amended to read as follows:

SECTION B103.3 Areas without water supply systems. For information regarding water supplies for firefighting purposes in rural and suburban areas in which adequate and reliable water supply systems do not exist, the *fire code official* is authorized to use standards as established by Williamson County.

APPENDIX L
REQUIREMENTS FOR FIRE FIGHTER AIR REPLENISHMENT SYSTEMS

SECTION L 101.2 is added to read as follows:

SECTION L 101.2 Required location. In new buildings, fill stations shall be required when any of the following conditions occur:

1. Any new high-rise building.
2. Any new building with 2 or more floors below grade.
3. Any new building 500,000 square feet or more in size.

Exhibit B

Williamson County Certificate of Compliance

1. Williamson County Fire Marshal Certificate Number

2. Property Name	3. Property Address		4. City, State, Zip Code
5. Type of Construction A. New Construction ☐ B. Renovation ☐ C. Change of Occupancy ☐	6. Sprinkler System Required Yes ☐ No ☐	7. Alarm System Required Yes ☐ No ☐	8. Fire Code and Edition
9. Occupied Area		10. Designed Occupant Load	
11. Type of Construction		12. Description of Use	
13. Special Stipulations or Code Modifications			
This certificate ensures that all fire protection and life safety systems have been completed, inspected, successfully tested and approved for the specific area of the building specified above to provide a reasonable degree of safety to the occupants from fire and similar emergencies.			
14. Name of Approval Official	15. Signature		16. Date

This certificate is valid only for the premises of the project address.

Exhibit C

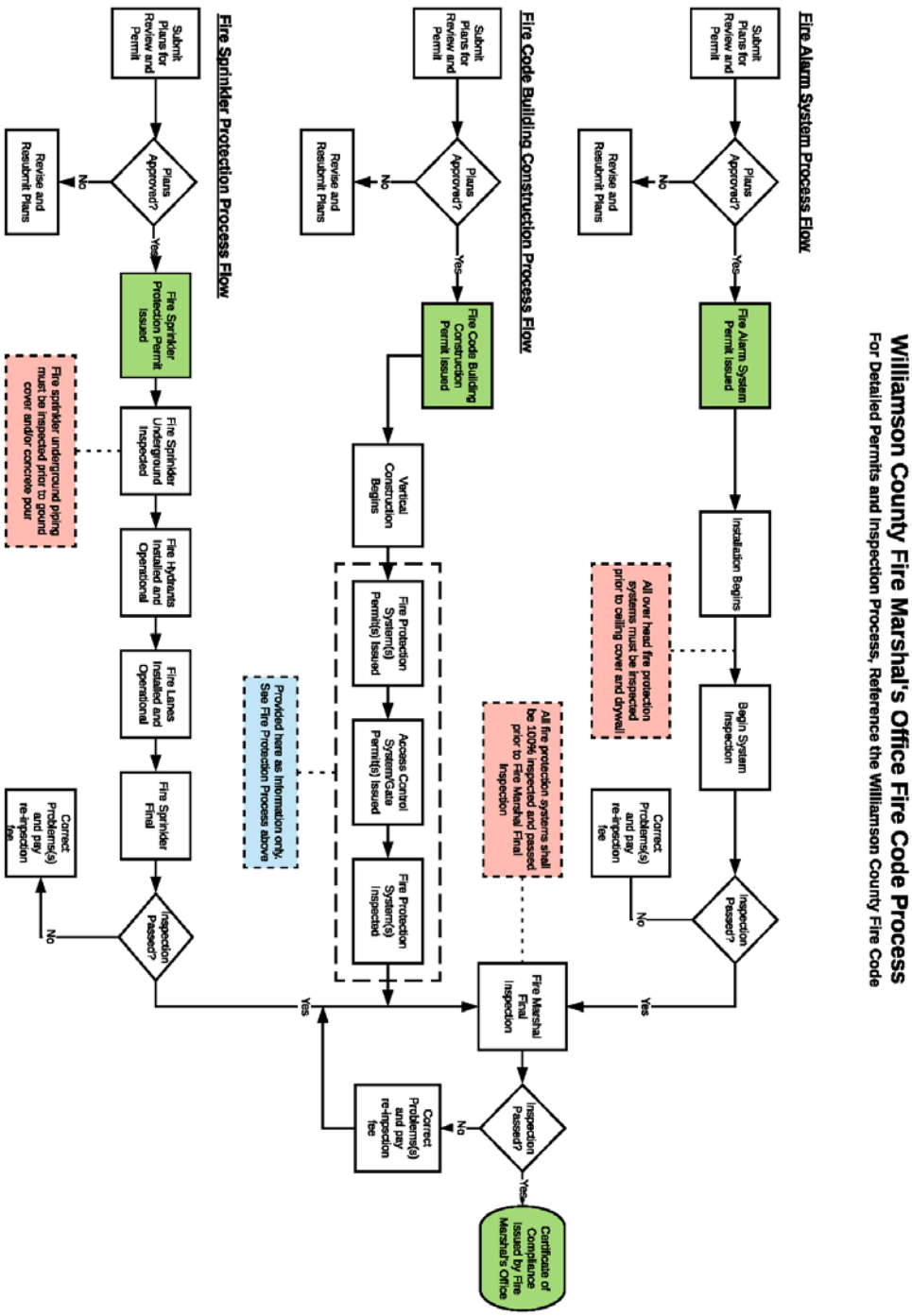
Williamson County Fire Marshal's Office Fire Code Process
For Detailed Permits and Inspection Process, Reference the Williamson County Fire Code
Fire Alarm System Process Flow
Submit Plans for Review and Permit
Plans Approved?
No
Revise and Resubmit Plans
Yes
Fire Alarm System Permit Issued
Installation Begins
All over head fire protection systems must be inspected prior to ceiling cover and drywall
Begin System Inspection
Correct Problems(s) and pay re-inspection fee
Inspection Passed?
No
Yes
Fire Code Building Construction Process Flow
Submit Plans for Review and Permit
Plans Approved?
No
Revise and Resubmit Plans
Yes
Fire Code Building Construction Permit Issued
Vertical Construction Begins
Fire Protection System(s) Permit(s) Issued
Access Control System/Gate Permit(s) Issued
Fire Protection System(s) Inspected
Provided here as Information only. See Fire Protection Process above
All fire protection systems shall be 100% inspected and passed prior to Fire Marshal Final Inspection
Fire Marshal Final Inspection
Inspection Passed?
No
Correct Problems(s) and pay re-inspection fee
Yes
Certificate of Compliance Issued by Fire Marshal's Office
Fire Sprinkler Protection Process Flow
Submit Plans for Review and Permit
Plans Approved?
No
Revise and Resubmit Plans
Yes
Fire Sprinkler Protection Permit Issued
Fire sprinkler underground piping must be inspected prior to gound cover and/or concrete pour
Fire Sprinkler Underground Inspected
Fire Hydrants Installed and Operational
Fire Lanes Installed and Operational
Fire Sprinkler Final
Inspection Passed?
No
Correct Problems(s) and pay re-inspection fee
Yes

Exhibit D

Fee Schedule

A. Fire Code Building Permit

The base fee for all submitted plans and issue of Certificate of Compliance is $25 for the copy. This fee is for processing building plans submitted for approval and will be paid at time of submission of the plans. All projects will use the following fee schedule:

FEES MUST BE PAID WHEN PLANS ARE SUBMITTED

Building Permits and Commercial Occupancies	**Additional Details**	**Fee**
Certificate of Compliance	Fire Final Inspection or Certificate (for existing structure without certificate)	$100
Civil/Site Plans – Fire Code Review	Fire lane and fire access (Commercial)	$150
Subdivision Plans – Fire Code Review	Fire lane and fire access (Residential)	$150
Plat Review (Preliminary and/or Final)	Per Section/Phase	$150
Fire Code Plan Review/New Building Permit	$125 X Per 1000 sq. ft. of Structure (round up to the nearest 1000)	$125 X Sq. ft.
Fire Code Plan Review/ New Building Shell Only	$75 X Per 1000 sq. ft. of Structure (round up to the nearest 1000)	$75 X Sq. ft.
Fire Code Plan Review/ New Building Finish Out	$75 X Per 1000 sq. ft. of Structure (round up to the nearest 1000)	$75 X Sq. ft.
Fire Code Plan Review/ Existing Building Remodel		$150
Other Required Permits		$100
Re-Submittal of Construction Plans	If changes are done after the initial plan review, the review of changes are required.	$100
Work Without Permit	2 X Regular Permit Fee	$***.**
Fire Protection Inspection Systems	**Additional Details**	**Fee**
Fire Alarm/Detection System	1 to 10 devices	$150
Fire Alarm/Detection System	11 to 25 devices	$200
Fire Alarm/Detection System	26 to 150 devices	$250
Fire Alarm/Detection System	151 to 499 devices	$350
Fire Alarm/Detection System	≥ 500 + .50¢/device additional	$350+(__+ .50¢)
Fire Sprinkler System	1 to 20 heads	$150
Fire Sprinkler System	21 to 250 heads	$200
Fire Sprinkler System	251 to 499 heads	$250
Fire Sprinkler System	≥ 500 + .50¢/head additional	$350+(__+ .50¢)
Fire Standpipe System		$200
Water Storage/Related Equipment System	On-site Fire Flow Tanks (Appendix B or NFPA 1142)	$150
Fire Pumps/Related Equipment System		$150
Underground/Backflow Fire Protection System	Underground water supply for fire protection system	$150
Automatic Fire-extinguishing Systems (Commercial Cooking)	Fixed Systems	$150
New Spraying or Dipping Booths (Paint)	Building/Booths	$150
New Service Station Piping Plan		$200
Other Required Fire Code Inspections		$100
Re- Inspections	Must be paid prior to re-scheduling	$100
Other Inspections and Fire Code Fees	Additional Details	**Fee**
Firework Stand/Building <25,000 square feet	Per Stand/Building (annual permit)	$100
Firework Stand/Building >25,000 square feet	Per Stand/Building (annual permit)	$200
Fireworks Storage/Building >100,000 square feet	Per Building (annual permit)	$300
Fireworks Display/Show Permit	Per Launch Site	$250
Electronic Entrance Gates Permit	Pedestrian and road gates	$100
Tent Permit	Per Event/Set-up	$150
Mass Gathering Permit	Per Event	$150
Mobile Food Vendor Inspection	Annual permit	$75
Other Required Fire Code Permits		$100
Re-Inspections	Paid after corrections have been made from initial inspection	$75

B.

License Inspection

State license facilities that require an annual fire inspection for operational permits.

State and County Licensed Facility (facilities that require an annual fire inspection for operational permits)		Fee
Commercial Day Cares		$100
Nursing Homes or Care Centers		$150
Hospitals		$200
State or County Inspections not listed		$100
Foster Home, Licensed Adoption		$50
(Williamson County) County Permits		EXEMPT
Re-inspection fee for State of County licensed Inspection	Re-inspection fee for State or County licensed Inspection will be the same amount as the original permit paid prior to scheduling for a re-inspection	

FORMS OF PAYMENT ACCEPTED: CHECK, CASHIERS CHECK, MONEY ORDER OR ELECTRONIC PAYMENT

Commissioners Court - Regular Session **58.**

Meeting Date: 11/17/2020

Fee schedule for services provided by Williamson County Fire Marshal's Office

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 to adopt a Fee Schedule for services provided by Williamson County Fire Marshal's Office, pursuant to Tex. Local Gov't § 233.065, effective November 17, 2020.

Background

In addition to the adoption of the 2018 International Fire Code, it is also proposed that a Fee Schedule be adopted. This proposed fee schedule will allow the Fire Marshal's Office to operate an effective review/inspection program and is intended to offset costs of employees and equipment. The proposed fees are based on staff hours required to perform plan reviews and required inspections.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fee Schedule Adoption Letter

FMO Fee Schedule

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/11/2020 08:10 PM
Form Started By: Hank Jones		Started On: 11/11/2020 09:54 AM
Final Approval Date: 11/11/2020		

Date: 17th November 2020

To: Bill Gravell Jr., County Judge
Terry Cook, Commissioner, Precinct 1
Cynthia Long, Commissioner, Precinct 2
Valerie Covey, Commissioner, Precinct 3
Russ Boles, Commissioner, Precinct 4

CC: Chris Connealy, Director of Emergency Services

From: Hank Jones, Fire Marshal

In: Adoption of IFC 2018, Williamson County Fire Code and Fee Schedule

Insurance standards require that the adopted fire code for a jurisdiction be within two code cycles. Each code cycle is for a period of three years. The current adopted fire code is the 2015 International Fire Code. It is therefore proposed that Williamson County adopt the 2018 International Fire Code. This is the most recent version of the fire code, which is also the most widely adopted fire code by jurisdictions throughout the United States. It is important to emphasize that a national consensus fire code is written to provide a basic level of fire protection based on scientific research, engineering, and past tragedies.

The adoption of this fire code will do several things for Williamson County. First, it will meet the insurance standards of keeping within the two code cycles window. Second, this code will ensure the most current life safety and property protection standards area being applied throughout the unincorporated areas of Williamson County, as well as the incorporated areas of the county in which the County Fire Marshal's Office services. Third, this correspondingly enhances the quality of life in our community. Just as good management practices affirm, risk is minimized through good policies and regular review of performance.

In addition to the adoption of this new code, it is also proposed for a Fee Schedule to be adopted. This proposed fee schedule will allow the Fire Marshal's Office to operate an effective review/inspection program and is intended to offset costs of employees and equipment, but not fully fund the full fire safety inspection program. The fees are proposed to be implemented on November 17, 2020. The proposed fees are based on staff hours required to cover plan reviews and required inspections. The inspection fee is charged only once for plan review, meeting, and all inspections for the specific permit type. This does not include plan re-submittals or re-inspections to verify fire code compliance repeat visits to the same location. The proposed fee schedule was discussed with the County Commissioners during the fire code adoption meetings and given their support.

Exhibit D

Fee Schedule

A. Fire Code Building Permit

The base fee for all submitted plans and issue of Certificate of Compliance is $25 for the copy. This fee is for processing building plans submitted for approval and will be paid at time of submission of the plans. All projects will use the following fee schedule:

FEES MUST BE PAID WHEN PLANS ARE SUBMITTED

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Plat Review (Preliminary and/or Final)	Per Section/Phase	$150
Fire Code Plan Review/New Building Permit	$125 X Per 1000 sq. ft. of Structure (round up to the nearest 1000)	$125 X Sq. ft.
Fire Code Plan Review/ New Building Shell Only	$75 X Per 1000 sq. ft. of Structure (round up to the nearest 1000)	$75 X Sq. ft.
Fire Code Plan Review/ New Building Finish Out	$75 X Per 1000 sq. ft. of Structure (round up to the nearest 1000)	$75 X Sq. ft.
Fire Code Plan Review/ Existing Building Remodel		$150
Other Required Permits		$100
Re-Submittal of Construction Plans	If changes are done after the initial plan review, the review of changes are required.	$100
Work Without Permit	2 X Regular Permit Fee	$***.**
Fire Protection Inspection Systems	**Additional Details**	**Fee**
Fire Alarm/Detection System	1 to 10 devices	$150
Fire Alarm/Detection System	11 to 25 devices	$200
Fire Alarm/Detection System	26 to 150 devices	$250
Fire Alarm/Detection System	151 to 499 devices	$350
Fire Alarm/Detection System	≥ 500 + .50¢/device additional	$350+(__+ .50¢)
Fire Sprinkler System	1 to 20 heads	$150
Fire Sprinkler System	21 to 250 heads	$200
Fire Sprinkler System	251 to 499 heads	$250
Fire Sprinkler System	≥ 500 + .50¢/head additional	$350+(__+ .50¢)
Fire Standpipe System		$200
Water Storage/Related Equipment System	On-site Fire Flow Tanks (Appendix B or NFPA 1142)	$150
Fire Pumps/Related Equipment System		$150
Underground/Backflow Fire Protection System	Underground water supply for fire protection system	$150
Automatic Fire-extinguishing Systems (Commercial Cooking)	Fixed Systems	$150
New Spraying or Dipping Booths (Paint)	Building/Booths	$150
New Service Station Piping Plan		$200
Other Required Fire Code Inspections		$100
Re- Inspections	Must be paid prior to re-scheduling	$100
Other Inspections and Fire Code Fees	**Additional Details**	**Fee**
Firework Stand/Building <25,000 square feet	Per Stand/Building (annual permit)	$100
Firework Stand/Building >25,000 square feet	Per Stand/Building (annual permit)	$200
Fireworks Storage/Building >100,000 square feet	Per Building (annual permit)	$300
Fireworks Display/Show Permit	Per Launch Site	$250
Electronic Entrance Gates Permit	Pedestrian and road gates	$100
Tent Permit	Per Event/Set-up	$150
Mass Gathering Permit	Per Event	$150
Mobile Food Vendor Inspection	Annual permit	$75
Other Required Fire Code Permits		$100
Re-Inspections	Paid after corrections have been made from initial inspection	$75

B.

License Inspection

State license facilities that require an annual fire inspection for operational permits.

State and County Licensed Facility (facilities that require an annual fire inspection for operational permits)		Fee
Commercial Day Cares		$100
Nursing Homes or Care Centers		$150
Hospitals		$200
State or County Inspections not listed		$100
Foster Home, Licensed Adoption		$50
(Williamson County) County Permits		EXEMPT
Re-inspection fee for State of County licensed Inspection	Re-inspection fee for State or County licensed Inspection will be the same amount as the original permit paid prior to scheduling for a re-inspection	

FORMS OF PAYMENT ACCEPTED: CHECK, CASHIERS CHECK, MONEY ORDER OR ELECTRONIC PAYMENT

Commissioners Court - Regular Session **59.**

Meeting Date: 11/17/2020

Interlocal Agreement Greater Orlando Aviation Authority

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving an Interlocal Agreement between Williamson County and the Greater Orlando Aviation Authority, Florida, authorizing Cooperative Procurement between both entities and authorizing execution of the agreement.

Background

This agreement will authorize a cooperative procurement program between Williamson County and the Greater Orlando Aviation Authority, Fl. This agreement will allow the Greater Orlando Aviation Authority to procure items that have already been competitively bid by the County where the supplier has agreed to provide such goods/services and pricing to entities in which the County has a cooperative agreement in place. Greater Orlando Aviation Authority has a specific interest in utilizing the piggy-back clause in our contract with Negometrix, Inc. to procure their own electronic bidding/contract management system. Williamson County is not guaranteeing compliance with Florida procurement laws by forming this agreement and Greater Orlando Aviation Authority will be responsible for ensuring compliance with Florida law.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/12/2020 09:26 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 09:30 AM
Form Started By: Kerstin Hancock		Started On: 11/05/2020 08:26 AM
Final Approval Date: 11/12/2020		

SIGNATURE REQUEST

This document is used to provide information for approval by the Chief Executive Officer

(Please print/type clearly) *[ALL FIELDS MUST BE FILLED IN]*

Date of Request: November 9, 2020

Requesting Department: Purchasing

Requesting Individual: Denise Schneider / Diana Hershner, Purchasing

Contract Name & Number: No-Cost Interlocal Agreement with Williamson County, TX for the purpose of piggy-backing a new e-procurement system contract

Contract type *(check applicable)*:

____ Airline Related Document

____ Aviation Authority Board Meeting
Board date: _____
Board item: _____

____ Change Orders

____ Concessions/Procurement Committee
Committee date: _____

____ Concessions Related Documents

____ Construction or PSC
Committee date: _____

____ Procurement w/o committee approval

____ Professional Services (requires notification to board)

____ Sole Source Amount: _____

____ Single Source Amount: _____

____ Space Use Agreement

__X__ Other/Notes The current e-procurement system contract expires May 26, 2020. Once the new contract has been negotiated, a notice of termination will be issued per the contract terms. The proposed new e-procurement system will bring reduced costs and availability to except bids electronically.

Reviewed by: Date Reviewed

__X__ Legal Counsel Firm: Nelson Mullins
Contact Name & No.: Jo O. Thacker, (407) 839-4230 11/5/2020

__X__ Chief Financial Officer Name: **Kathleen Sharman**

Signature: Kathleen M. Sharman, CFO 11/10/20

RETURN TO:

_____

SPECIAL INSTRUCTIONS

_____

_____

_____

Board Services Use Only

____ *Signed by Chief Executive Officer* ____ *Returned all originals to requesting individual*

____ *Rejected by Chief Executive Officer* ____ *Copy for log file* ____ *Filed 1 original*

____ *Board Notification (Y/N)* ____ *City Council Approval – date*_____

PURCHASING COOPERATIVE INTERLOCAL AGREEMENT

This Purchasing Cooperative Interlocal Agreement ("Agreement") is by and between the Greater Orlando Aviation Authority, a public and governmental body existing under and by virtue of the laws of the State of Florida ("Authority"); and Williamson County, Texas, a political subdivision of the State of Texas ("Williamson County") acting by and through their authorized officers.

RECITALS:

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

WHEREAS, Section 271.102 of the Tex. Loc. Gov't Code authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

WHEREAS, Authority is authorized by § 125.0l(l)p, Florida Statutes, to "enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit on behalf of the other, of any of either agency's authorized functions."

WHEREAS, pursuant to § 768.28(19), Florida Statutes, neither Authority nor Williamson County waives any defense of sovereign immunity, or increases of the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence.

WHEREAS, Authority expressly retains all rights, benefits and immunities of sovereign immunity that it presently enjoys under the Constitution and statutes of the State of Florida (including Chapter 768, Florida Statutes).

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

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

WHEREAS, the governing bodies of each party find that the subject of this Agreement is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; furthermore, the governing bodies find that the performance of this Agreement is in the common and

best interest of both parties; and that the division of cost fairly compensates the performing party for the services under this Agreement.

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

ARTICLE I PURPOSE

The purpose of this Agreement is to establish a Cooperative Purchasing Program between the parties, which will allow Authority to purchase goods and services from Williamson County's competitively bid contracts and/or competitively bid contracts that have been procured by Williamson County. It is expressly understood by Authority that it has sole responsibility for confirming any legal compliance under local, state or federal laws or regulations applicable to Authority.

ARTICLE II TERM

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

ARTICLE III TERMINATION

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

ARTICLE IV PURCHASING

Each party shall designate a person to act under the direction of, and on behalf of, such Party in all matters relating to the cooperative purchasing program. Each party shall make payments directly to its vendors under the contract made. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

ARTICLE V MISCELLANEOUS

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

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

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

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

5.5 **Assignment:** No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

5.6 **No Third-Party Beneficiaries:** This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

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

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

5.9 **No Waiver of Immunities:** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party or their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party hereby waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

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

[The remainder of the page is intentionally blank.]

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

EXECUTED this ____day of _____, 20____ .

GREATER ORLANDO AVIATION AUTHORITY

By: _____ Phillip N Brown Chief Executive Officer Nov 11 2020 3:48 PM

Printed Name: Phillip N. Brown, A.A. E

Title: Chief Executive Officer
Address: One Jeff Fugua Blvd
Orlando, FL 32827

EXECUTED this ____day of _____, 20____ .

WILLIAMSON COUNTY, TEXAS

By: _____

HON. BILL GRAVELL

WILLIAMSON COUNTY JUDGE

710 Main Street, Suite 105

Georgetown, Texas 78626

Commissioners Court - Regular Session **60.**

Meeting Date: 11/17/2020

Dell Power Storage Solution

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving purchase for Dell PowerStorage Solution from Presidio to include Isilon and Networking Services as well as Compellent Replacement in the total amount of $1,360,897.63, and authorizing the execution of all related documents.

Background

The project is for hardware, software, and services that will upgrade and expand storage capacity in our data centers. It also includes a buyback of the old equipment after the data has been migrated to the new equipment. This project is needed due to the higher volume of data and electronic system usage since COVID19 and was previously approved to be funded from the CARES Act. Department contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum and associated documents

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/11/2020 10:15 AM
County Judge Exec Asst.	Andrea Schiele	11/11/2020 08:04 PM
Form Started By: Kerstin Hancock		Started On: 11/09/2020 08:55 AM
Final Approval Date: 11/11/2020		

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 Presidio Networked Solutions Group (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 11/06/2020;
B. Vendor Sales Agreement;
C. Williamson County Agreement Addendum; and
D. Any necessary insurance certificates.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

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

III.

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

IV.

Good Faith: Vendor agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

Right to Audit: Vendor agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that Customer shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Vendor reasonable advance notice of intended audits. In no circumstances will Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

X.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the Agreements relevant to this Agreement.

XI.

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

XII.

No Assignment: This agreement may not be assigned by either party without prior written consent.

ADDITIONAL REQUIREMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") COMPLIANCE:

XIII.

Clean Air Act and The Federal Water Pollution Control Act Compliance: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

XIV.

Suspension and Debarment: (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XV.

Recovered Materials: (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe

providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

XVI.

Access to Records: The following access to records requirements apply to this Agreement:

(1) The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XVII.

Use of DHS Seals and Related Items: The Vendor shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

XVIII.

Compliance with Federal Law and FEMA Rules: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XIX.

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.

XX.

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.

XXI.

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:
	Kim Dukes (Nov 9, 2020 15:30 CST)
_____	_____
Authorized Signature	Authorized Signature
Date:_____, 2020	Date: November 9, 2020

PRESIDIO
Future. Built.

Isilon and Networking Services

STATEMENT OF WORK

WILLIAMSON COUNTY

04-Nov-2020

PROPOSAL TEAM

Name	Company/Function	Phone	Email
Daniel Guzman	Presidio Account Manager	512 795 7146	dguzman@presidio.com
Eric Bursley	Presidio Solution Architect	512 795 7127	ebursley@presidio.com

REVISION HISTORY

Revision	Revision Date	Name	Notes
V0.1	19-Oct-2020	Eric Bursley	First Internal Release
V1.0	19-Oct-2020	Eric Bursley	First Client Release
V1.1	22-Oct-2020	Eric Bursley	Updated Scope of Work
V2.0	26-Oct-2020	Ted Kilgore	RAP Review & Approval
V2.1	27-Oct-2020	Eric Bursley	Updated Scope of Work
V3.0	27-Oct-2020	Ted Kilgore	RAP Review & Approval
V3.1	30-Oct-2020	Eric Bursley	Updated bill rate to match the contract
V4.0	01-Nov-2020	Ted Kilgore	RAP Review & Approval
V4.1	02-Nov-2020	Eric Bursley	Removed Migration Services
V5.0	02-Nov-2020	Ted Kilgore	RAP Review & Approval
V5.1	03-Nov-2020	Eric Bursley	Added Migration Services to T&M
V6.0	04-Nov-2020	Ted Kilgore	RAP Review & Approval
V6.1	04-Nov-2020	Eric Bursley	Updated Bill Rate

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Other product and company names mentioned herein may be the trademarks of their respective owners.

The scope and pricing are valid for 60 days unless otherwise noted.

1. EXECUTIVE OVERVIEW

1.1. Introduction

Presidio Networked Solutions Group LLC (“Presidio”) is pleased to propose the following solution to Williamson County (“Client”). This Statement of Work (“SOW”) defines the scope of work to be accomplished by Presidio. The tasks to be performed by Presidio are defined and the responsibilities of Presidio and Client are contained herein as well.

1.2. Solution and Approach Overview

Williamson County has approached Presidio to plan, install, and configure four H400 Isilon expansion nodes. Presidio will meet with the Williamson County IT team and review and document the existing Isilon cluster configuration. Presidio will then rack, cable, and configure the four H400 Isilon expansion nodes. Presidio will verify the Isilon expansion node licensing and apply them.

Presidio will validate the successful expansion of the Isilon storage pool and document the deployment using the Isilon as deployed configuration guide.

1.3. Locations

Work will be done at the following locations. All work will be performed remotely unless otherwise specified.

Site Name	Address	City State ZIP	On-Site / Remote Services
Primary	301 SE Inner Loop Suite 106	Georgetown TX 78626	On-Site / Remote

2. SCOPE OF WORK

2.1. Isilon Node Expansion

Presidio engineering will plan and document the four H400 Isilon node expansion for Williamson County to join its existing cluster.

Williamson County IT will rack, cable, the four H400 Isilon expansion nodes

Presidio engineering will complete the configuration of the four H400 Isilon expansion nodes

Presidio engineering will verify and install licensing for cluster

Presidio engineering will document Isilon deployment and provide an as deployed configuration guide.

Presidio engineering will work with Data Dobi engineers to configure the Data Dobi software to migrate data from Williamson Counties existing Compellent file storage to Dell EMC Isilon storage. Presidio will migrate up to 135TB of data or 300 hours, whichever comes first, using the Data Dobi product, a required purchase from Williamson County to complete this task.

2.2. Networking Services as Time and Material

- Assess the current WilCo DC-DC interconnect
- Determine the best approach for building DC-DC L2 Adjacency to support VM migration without IP changes and mitigating hairpinning
- Build an execution plan with Level of Effort

2.3. Deliverables

Documentation may be created by Presidio and provided as part of the Project Deliverables. Some of these deliverables may be delivered as a single document. The specific documentation to be provided depends on your chosen solution(s); several example documentation items are listed below. Additional documentation and/or printed documentation is available upon request for an additional cost.

Deliverable	Format
As-Built Documentation	PDF

With the exception of Project Status Reports, each deliverable material will be approved in accordance with the following procedure:

- If a written list of requested changes is received within five (5) business days, the Presidio Project Team will make the agreed upon revisions and will, within five (5) business days, re-submit the updated version to Client.
- At that time Client has five (5) business days to review and request changes for the final document. If no written response is received from Client within five (5) business days, either accepting or requesting changes, then the deliverable material shall be deemed accepted.
- Deliverable documentation may be delivered via email, uploaded to a portal, or provided on a physical media and it may be provided in either an encrypted or unencrypted format. If Client requests a specific delivery method and format, Presidio will use that method for all documentation delivery and format otherwise, the sender will choose a delivery method and format that they feel is appropriate given the content of the documentation.

2.4. Project Management

Presidio will provide a Project Manager (PM), who will be single point of contact for all project support issues within the scope of this project. The PM is experienced in project management best practice methodologies and familiar with the technology involved. This Project Manager is responsible for timely completion of the scope, schedule and budget utilizing Presidio's Project Management Method. Included for our standard Project Management offering for this engagement are the following:

- Remote kickoff meeting
- Planning and design session facilitation
- Deliverable/milestone tracking (High-Level Plan)
- Resource scheduling and oversight
- Escalation facilitation
- Working calls as required
- Regularly scheduled status meetings
- Agenda, meeting minutes and risk/issue/action item tracking
- Scope/budget Management
- Project closeout

2.5. Project Change Request Process

In the event that both Presidio and Client agree to a change in this Statement of Work, a written description of the agreed upon change will be prepared using a Project Change Request (PCR) form, which both parties must sign. The PCR form will be used to describe the change, the rationale for the change, and to specify any change in the scope, schedule or budget. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

3. ASSUMPTIONS

Presidio makes the following assumptions in developing this Statement of Work. These assumptions serve as the foundation to which the project estimate, approach and timeline were developed. By signing this SOW, Client agrees that these assumptions are correct and valid. Any changes to the following assumptions must be processed using the Presidio Change Management Process and may impact the project duration and labor requirements.

3.1. General Assumptions

The following project assumptions are made and will be verified as part of the engagement:

1. All Presidio activities will take place during normal working hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays) unless noted as “Off Hours” in this SOW.
2. Any items or tasks not explicitly listed as in-scope within this SOW are considered to be outside of the scope and not associated with this SOW and price.
3. If integration of the product is performed at a Presidio facility, then transfer of ownership (acceptance) occurs upon the receipt and integration of goods at Presidio, regardless of shipment, as manufacturers will not accept returns of opened products.
4. Changes to the Design, Equipment List or proposed timeline presented to Client in this SOW will require a Project Change Request. A Project Change Request could impact the cost of the project and must be approved prior to the execution of the scope specified within.
5. Presidio will not be held responsible for troubleshooting networks, applications and/or hardware if Client has no formal change management documented processes and policies
6. Presidio may engage subcontractors and third parties in performing a portion of this work.
7. Presidio will not make changes to the configuration of any network equipment after it has been installed and tested.
8. Some activities included in this project may be performed on Presidio’s premises.
9. Additional required tasks discovered after the execution of this SOW that are not mentioned in this SOW will require a Project Change Request.
10. Presidio will configure the systems outlined within this Statement of Work, with a unique set of authentication credentials, unless otherwise provided by Client. Upon the completion of the engagement, Presidio will provide Client with all usernames, passwords, and additional authentication information that were implemented during the engagement. Presidio strongly recommends that these credentials be changed upon the completion of the engagement.

3.2. General Client Responsibilities

The following items are listed as responsibilities of Client for this engagement. Client is responsible for performing the items and activities listed in this section or arranging for them to be performed by a third-party if appropriate.

1. Provide a single Client point of contact with the authority and the responsibility of issue resolution and the identification, coordination and scheduling of Client personnel to participate in the implementation of the SOW. Without a single Client point of contact, a Project Change Request may be required for the additional effort by Presidio.
2. Participate in any required design sessions or workshops.
3. Provide or procure all appropriate hardware, software, licensing and media required for implementation of the SOW.
4. Supply current equipment configuration for review if applicable.
5. Schedule appropriate maintenance windows for system upgrades or installs and notify user community.
6. Be responsible for having in place, active manufacturer support contracts on all devices that are the subject of this SOW.
7. Dispose all retired equipment as part of this project.

8. Provide all required physical access to Client's facility (identification badge, escort, parking decal, etc.), as required by Client's policies; and provide all required functional access (passwords, IP address information, etc.), as required for Presidio to complete the tasks.
9. Provide to Presidio all required IP addresses, passwords, system names, and aliases.
10. Validate the site readiness prior to the dispatch of Presidio personnel to perform the services being contracted.
11. Provide adequate facilities for the installation of the hardware. This includes all necessary peripheral hardware (KVM ports or monitors, keyboards, mice, network access, etc.) as well as electrical and spatial needs and required antivirus software.
12. Provide high-speed access to the Internet for verification of device support requirements and for software downloads.
13. Verify operation of the installed/upgraded equipment per the predefined Verification Plan.
14. Provide Presidio administrator access on appropriate devices for the completion of the engagement.
15. Complete all Client installations where required in accordance with Client PC requirements for the new application versions.
16. Provide remote access for troubleshooting and configurations related to the project - preferably VPN access, as necessary.
17. Provide requested documentation or information needed for the project within two (2) business days, unless otherwise agreed to by all parties.
18. Transport of equipment from receiving area(s) to the data center(s) and/or equipment rooms where it will be installed.
19. Ensure all Cat. 5 (or higher) and fiber cable infrastructure is in place and tested (for all sites).
20. Provide patch cables and complete necessary fiber or CAT5 cable terminations to patch panels for new switching and routing infrastructure.

4. PRICING

Presidio is providing pricing for an engagement with Fixed Fee components as well as Time and Materials components as part of this Statement of Work.

Fixed Fee – Presidio will invoice Client based on the project milestone(s) listed below and Presidio will bill Client upon completion of each Milestone. Invoices may contain multiple Milestones.

Milestone Name	Amount
Isilon Implementation and Network Scoping	$7,461.50
Total	**$7,461.50**

Time & Materials – Additionally, services will be provided on a time, materials, and expense basis. The Client will be invoiced at the completion of the project and/or at the conclusion of each calendar month for actual hours worked, subject to applicable minimums plus expenses. Client will not be invoiced for hours that are unused. Presidio will invoice all hours consumed and expenses accrued at the end of the month regardless of engagement status on the final day of the month. This is an estimate only. Actual Hours will be billed. Additional hours may be required to complete outlined scoped work."

Resource Type	Hours	Hourly Rate	OT Hours	OT Hourly Rate
Consulting Engineer - Sr.	460.00	$185.00	0.00	$277.50
Project Manager - Sr.	130.00	$175.00	0.00	$262.50
Total				**$107,850.00**

If Client requires a change in the scope of work, the parties will negotiate in good faith to generate a written change order documenting the additional labor and requirements that will be mutually agreed upon by the parties prior to onset of the additional work. Payment terms are subject to credit department approval and will be negotiated and documented on a valid purchase order or other financial document. Presidio payment terms are Net-30. If Client fails to provide a notice of acceptance or a statement of issues to be resolved within ten (10) business days of project conclusion, the project will be deemed accepted and Client will be invoiced.

4.1. Expenses

Travel and incidental expenses incurred by Presidio in association with the execution of this Statement of Work are included in the pricing listed above. No additional expenses will be invoiced to Client.

4.2. Travel Time

Travel to and from the work site(s) by Presidio resources in association with the execution of this Statement of Work will not be charged to Client.

5. TERMS AND CONDITIONS

This SOW is governed by the terms and conditions set for in the TIPS Networking Equip, Software & Services #180501. Dated July 24, 2018

6. APPROVAL SIGNOFF

The use of signatures on this Statement of Work is to ensure agreement on project objectives and the work to be performed by Presidio.

Presidio signature signifies our commitment to proceed with the project as described in this document. Please review this document thoroughly, as it will be the basis for all work performed by Presidio on this project.

This Statement of Work is valid for a period of sixty (60) days from the date that this Statement of Work is provided by Presidio to Client unless otherwise agreed to by both parties.

Williamson County

Signature Date

Printed Name

Presidio

Edward Kilgore (Nov 9, 2020 09:27 CST)

Signature Date

Edward Kilgore Director of Professional Services

Printed Name & Title

PRESIDIO™

QUOTE: 2003220017043-23

DATE: 11/06/2020

TO:

Williamson County
Rory Tierney
301 SE Inner Loop Suite 106
Georgetown, TX 78626

rory.tierney@wilco.org
(p) (512) 943-1457

FROM:

Presidio Networked Solutions Group, LLC
Daniel Guzman
10415 Morado Circle
The Campus Building 1
Suite 320
Austin, TX 78759

dguzman@presidio.com
(p) 512.795.7146

Customer#: WILLI035
Account Manager: Daniel Guzman
Inside Sales Rep: Greg Hubbard
Title: Compellent Replacement
Comments: The Dell buyback discount is included in the pricing of the Dell product on this quote. This quote includes six years of Dell support. For data erasure, Co-Pilot will perform this service for a charge of $1000 or they will walk you through how to do it at no charge.

See line items for applicable contract and note that both contracts must be referenced on the Williamson County PO.

DIR-TSO-3763 - Dell
TIPS 180501 - Professional Services

Contract Vehicle: Texas DIR-TSO-3763 Dell

#	Part #	Description	Unit Price	Qty	Ext Price
Dell EMC PowerStore 7000T					
1	210-ASVI	PowerStore 7000T BASE ENC. FLD INST **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$73,927.58	2	$147,855.16
2	343-BBMR	BASE UNIT CONFIG KIT **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	2	$0.00
3	370-AEZS	1536GB Appliance DIMM 768GB Per Node **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$23,138.92	2	$46,277.84
4	528-BTZK	PowerStore Base SW **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	2	$0.00
5	406-BBOO	25GBE OPTICAL 4 PORT CARD PAIR **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$1,030.86	2	$2,061.72
6	450-AION	Dual 2100W (200-240V) Power Supply, includes C19/C20 Power Cords **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$1,160.28	2	$2,320.56
7	800-BBQV	Thank you for buying Dell EMC **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	2	$0.00
8	379-BDPD	ISG Product (info) **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	2	$0.00
9	826-1295	Dell Hardware Limited Warranty Plus On Site Service **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$318.66	2	$637.32
10	826-1320	ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis 1 Year **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$3,831.63	2	$7,663.26
11	826-1323	ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis 4 Years Extended **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$15,326.51	2	$30,653.02

12	826-1329	ProSupport Plus: 7x24 HW/SW Tech Support and Assistance 5 Years **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$47,848.62	2	$95,697.24
13	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	2	$0.00
14	955-9041	Dell Hardware Limited Warranty Plus On Site Service Extended Year **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	2	$0.00
15	800-BBQV	Thank you for buying Dell EMC **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	2	$0.00
16	812-4019	ProDeploy Plus Training Credits 800 Redeem at education.dellemc.com Expires 1Yr from Order Date **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$930.23	2	$1,860.46
17	826-2912	ProDeploy Plus for PowerStore 7XXX T **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$8,819.77	2	$17,639.54
18	332-1286	US Order **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	2	$0.00
19	400-BGGP	P1 25X2.5 NVME SED SSD 7.68TB **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$12,929.69	20	$258,593.80
20	450-AIOH	C19 PWRCORD PAIR NEMA5-15 125V 10A 2Metr **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	2	$0.00
21	828-4842	ProSupport Plus: Next Business Day On-Site Medium Capacity SSD Add-On 5 Years **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$6,111.26	20	$122,225.20
22	827-4145	Residency for Mid Range Storage Transitional 1 Month **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$28,867.00	1.00	$28,867.00
		Total (Dell EMC PowerStore 7000T):			**$762,352.12**
PowerSwitch S5248F-ON		**Top of Rack Switches for PowerStore**			
23	210-APFB	Dell EMC S5248F-ON Switch, 48x25GbE SFP28, 4x100GbE QSFP28, 2x100GbE QSFP-DD, PSU to IO, 2xPSU, OS10 **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$2,628.21	4	$10,512.84
24	343-BBLP	Dell EMC S52XX-ON Series User Guide **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.48	4	$1.92
25	634-BRUN	OS10 Enterprise, S5248F-ON **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$721.51	4	$2,886.04
26	332-1286	US Order **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	4	$0.00
27	818-4856	Dell Hardware Limited Warranty 1 Year **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$12.53	4	$50.12
28	818-4913	ProSupport Plus:Next Business Day Onsite Service After Problem Diagnosis, 1 Year **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.88	4	$3.52
29	818-4921	ProSupport Plus:Next Business Day Onsite Service After Problem Diagnosis, 4 Years Extended **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$72.75	4	$291.00
30	818-4922	ProSupport Plus:7x24 HW/SW Technical Support and Assistance, 5 Years **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$1,211.36	4	$4,845.44

31	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	4	$0.00
32	975-3461	Dell Limited Hardware Warranty Extended Year(s) **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	4	$0.00
33	997-6306	Info 3rd Party Software Warranty provided by Vendor **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	4	$0.00
34	804-2152	ProDeploy Plus Dell Networking S Series 5XXX Switch - Deployment **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$5,357.95	4	$21,431.80
35	804-2153	ProDeploy Plus Dell Networking S Series 5XXX Switch - Deployment Verification **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$170.29	4	$681.16
36	812-4037	ProDeploy Plus Training Credits 500 Redeem at education.dellemc.com Expires 1Yr from Order Date **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$588.24	4	$2,352.96
37	470-ABOV	Dell Networking Cable 100GbE, QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 1 Meter **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$38.87	4	$155.48
38	470-ABMH	Dell Networking, Cable, SFP+ to SFP+, 10GbE, Active Optical (Optics included) Cable,3 Meter **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$20.65	40	$826.00
39	470-ACEV	Dell Networking, Cable, SFP28 to SFP28, 25GbE, Passive Copper Twinax Direct Attach Cable, 3 Meter **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$16.40	16	$262.40
40	450-AAFH	Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$2.42	4	$9.68
41	450-AAFH	Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$2.42	4	$9.68
		Total (PowerSwitch S5248F-ON):			**$44,320.04**
Dell EMC AppSync for PowerStore					
42	210-ATXO	AppSync for PowerStore **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	2	$0.00
43	812-4005	ProDeploy Plus Training Credits 300 Redeem at education.dellemc.com Expires 1Yr from Order Date **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$352.93	2	$705.86
44	825-0200	ProDeploy Plus Dell EMC AppSync **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$6,853.18	2	$13,706.36
45	825-0201	ProDeploy Plus Dell EMC AppSync Deployment Verification **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$185.18	2	$370.36
46	626-BBBG	Storage Software Info **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	2	$0.00
47	929-3709	Thank you for Your Order **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	2	$0.00
48	935-6720	Thank you for Your Order **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	2	$0.00
49	828-5773	ProSupport Plus Next Business Day for AppSync Starter Pack Software Support Contract 5 Years **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	2	$0.00

50	528-BYHF	AppSync Str Pk for PowerStore=CB **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	2	$0.00
51	828-5729	ProSupport Plus Next Business Day for AppSync Starter Pack Software Support Maintenance 5 Years **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	2	$0.00
		Total (Dell EMC AppSync for PowerStore):			**$14,782.58**
Education Services					
52	839-7078	Edu Serv-Dell Tech PowerStore Implementation and Administrat ion Classroom and Vroom 5Day E xpire1YR **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$1,652.94	1	$1,652.94
53	812-4030	Education Services Training Cr edits 1 - Redeem at education. dellemc.com Expires 1yr from o rder **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$1.18	2930	$3,457.40
		Total (Education Services):			**$5,110.34**
JSOC - Isilon Software					
54	210-AUVD	Isilon SW Only Virtual Base **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	10	$0.00
55	800-BBQV	Thank you for buying Dell EMC **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	10	$0.00
56	528-CKKR	SmartPools Base License Tier 4=ID **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$362.94	10	$3,629.40
57	929-3709	Thank you for Your Order **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	10	$0.00
58	935-6720	Thank you for Your Order **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	10	$0.00
59	332-1286	US Order **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	10	$0.00
60	836-0510	ProSupport Mission Critical SmartPools Base Software Support-Maintenance 4 Years **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$268.82	10	$2,688.20
61	626-BBBG	Storage Software Info **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	10	$0.00
62	528-CKKP	SmartPools Capacity License Tier 4 =CB **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$7.60	1200	$9,120.00
63	836-0530	ProSupport Mission Critical SmartPools Capacity Software Support-Maintenance 4 Years **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$5.64	1200	$6,768.00
		Total (JSOC - Isilon Software):			**$22,205.60**
JSOC - Isilon H400					
64	210-AUSI	H400-2.2GHZ/4C/64G+15x2TB SAT/800GB **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$6,535.87	4	$26,143.48
65	800-BBQV	Thank you for buying Dell EMC **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	4	$0.00
66	590-TEZR	2x10GbE (SFP+) Back End W/O OPTICS **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$355.15	4	$1,420.60

67	590-TEZU	2x10GbE (SFP+) W/O OPTICS **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$355.15	4	$1,420.60
68	528-CKKD	OneFS Base License Tier 3=ID **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$6,892.24	4	$27,568.96
69	528-CKOU	SmartQuotas Base License Tier 3=ID **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	4	$0.00
70	528-CKPC	SyncIQ Base License Tier 3=ID **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	4	$0.00
71	528-CKPE	SmartPools Base License Tier 3=ID **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	4	$0.00
72	528-CKPL	SmartConnect Base License Tier 3=ID **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	4	$0.00
73	528-CKPM	SnapshotIQ Base License Tier 3=ID **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	4	$0.00
74	528-CKRN	Enterprise Advanced Bundle Tier 3=ID **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$2,108.41	4	$8,433.64
75	528-CKKN	HDFS for OneFS ($0.00) **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	4	$0.00
76	833-8212	Dell Hardware Limited Warranty Initial Year **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$92.41	4	$369.64
77	833-8255	ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 1 Year **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$65.21	4	$260.84
78	833-8259	ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 4 Years Extended **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$260.13	4	$1,040.52
79	833-8266	ProSupport Plus Mission Critical 7x24 HW-SW Tech Support and Assistance 5 Years **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$982.20	4	$3,928.80
80	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	4	$0.00
81	975-3461	Dell Limited Hardware Warranty Extended Year(s) **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	4	$0.00
82	835-3681	ProSupport Plus Mission Critical OneFS Base Software Support-Maintenance 5 Years **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$4,970.79	4	$19,883.16
83	332-1286	US Order **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	4	$0.00
84	835-4221	ProSupport Plus Mission Critical HDFS for OneFS Software Support-Maintenance 5 Years **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	4	$0.00
85	835-3821	ProSupport Plus Mission Critical Enterprise Advanced Bundle Base Software Support-Maintenance 5 Years **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$2,172.36	4	$8,689.44
86	825-8623	Certified Deployment Partner T1 or Distributors **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	4	$0.00

87	379-BDPD	ISG Product (info) **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	4	$0.00
88	407-BCIU	Transceivers/Optic/SFP+/SR/10GbE/2 GEN6 **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$65.06	4	$260.24
89	528-CKJN	OneFS Capacity License Tier 3 =CB **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$166.55	120	$19,986.00
90	528-CKOV	SmartPools Capacity License Tier 3 =CB **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	120	$0.00
91	528-CKOW	SnapshotIQ Capacity License Tier 3 =CB **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	120	$0.00
92	528-CKOY	SyncIQ Capacity License Tier 3 =CB **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	120	$0.00
93	528-CKPB	SmartQuotas Capacity License Tier 3 =CB **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	120	$0.00
94	528-CKPF	SmartConnect Capacity License Tier 3 =CB **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	120	$0.00
95	528-CKRY	Enterprise Adv Bundle Cap T3 Per TB=CB **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$33.76	120	$4,051.20
96	835-3721	ProSupport Plus Mission Critical OneFS Capacity Software Support-Maintenance 5 Years **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$120.13	120	$14,415.60
97	835-3841	ProSupport Plus Mission Critical Enterprise Advanced Bundle Capacity Software Spt-Maintenance 5 Years **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$34.78	120	$4,173.60
98	833-8184	ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Capacity Add-On Per Terabyte 5 Years **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$98.40	120	$11,808.00
		Total (JSOC - Isilon H400):			**$153,854.32**
JSOC - Isilon Chassis					
99	210-AURL	Base Chassis - Normal **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$1,704.44	1	$1,704.44
100	829-3111	Dell Hardware Limited Warranty Initial Year **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$79.88	1	$79.88
101	829-3154	ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 1 Year **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$61.38	1	$61.38
102	829-3158	ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 4 Years Extended **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$244.82	1	$244.82
103	829-3165	ProSupport Plus Mission Critical 7x24 HW-SW Tech Support and Assistance 5 Years **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$924.78	1	$924.78
104	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	1	$0.00
105	955-9041	Dell Hardware Limited Warranty Plus On Site Service Extended Year **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	1	$0.00

106	332-1286	US Order	$0.00	1	$0.00
		Contract Vehicle: Texas DIR-TSO-3763 Dell			
107	379-BDPD	ISG Product (info)	$0.00	1	$0.00
		Contract Vehicle: Texas DIR-TSO-3763 Dell			
			Total (JSOC - Isilon Chassis):		**$3,015.30**
JSOC - Isilon Accessories					
108	210-AXGY	Accessories Label BASE	$0.00	1	$0.00
		Contract Vehicle: Texas DIR-TSO-3763 Dell			
109	800-BBQV	Thank you for buying Dell EMC	$0.00	1	$0.00
		Contract Vehicle: Texas DIR-TSO-3763 Dell			
110	800-BBQV	Thank you for buying Dell EMC	$0.00	1	$0.00
		Contract Vehicle: Texas DIR-TSO-3763 Dell			
111	800-BBQV	Thank you for buying Dell EMC	$0.00	1	$0.00
		Contract Vehicle: Texas DIR-TSO-3763 Dell			
112	332-1286	US Order	$0.00	1	$0.00
		Contract Vehicle: Texas DIR-TSO-3763 Dell			
113	379-BDPD	ISG Product (info)	$0.00	1	$0.00
		Contract Vehicle: Texas DIR-TSO-3763 Dell			
114	929-3709	Thank you for Your Order	$0.00	1	$0.00
		Contract Vehicle: Texas DIR-TSO-3763 Dell			
115	935-6720	Thank you for Your Order	$0.00	1	$0.00
		Contract Vehicle: Texas DIR-TSO-3763 Dell			
116	450-AJHP	PWCRD KIT for Gen6 Normal Chassis	$30.64	2	$61.28
		Contract Vehicle: Texas DIR-TSO-3763 Dell			
117	470-AEGF	CABLE ETHERNET 10G PASS SFP+ 3M	$46.75	8	$374.00
		Contract Vehicle: Texas DIR-TSO-3763 Dell			
			Total (JSOC - Isilon Accessories):		**$435.28**
ESOC - Isilon Software					
118	210-AUVD	Isilon SW Only Virtual Base	$0.00	10	$0.00
		Contract Vehicle: Texas DIR-TSO-3763 Dell			
119	800-BBQV	Thank you for buying Dell EMC	$0.00	10	$0.00
		Contract Vehicle: Texas DIR-TSO-3763 Dell			
120	528-CKKR	SmartPools Base License Tier 4=ID	$362.94	10	$3,629.40
		Contract Vehicle: Texas DIR-TSO-3763 Dell			
121	929-3709	Thank you for Your Order	$0.00	10	$0.00
		Contract Vehicle: Texas DIR-TSO-3763 Dell			
122	935-6720	Thank you for Your Order	$0.00	10	$0.00
		Contract Vehicle: Texas DIR-TSO-3763 Dell			
123	332-1286	US Order	$0.00	10	$0.00
		Contract Vehicle: Texas DIR-TSO-3763 Dell			

124	836-0510	ProSupport Mission Critical SmartPools Base Software Support-Maintenance 4 Years **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$268.82	10	$2,688.20
125	626-BBBG	Storage Software Info **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	10	$0.00
126	528-CKKP	SmartPools Capacity License Tier 4 =CB **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$7.60	1200	$9,120.00
127	836-0530	ProSupport Mission Critical SmartPools Capacity Software Support-Maintenance 4 Years **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$5.64	1200	$6,768.00
		Total (ESOC - Isilon Software):			**$22,205.60**
ESOC - Isilon H400					
128	210-AUSI	H400-2.2GHZ/4C/64G+15x2TB SAT/800GB **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$6,535.87	4	$26,143.48
129	800-BBQV	Thank you for buying Dell EMC **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	4	$0.00
130	590-TEZR	2x10GbE (SFP+) Back End W/O OPTICS **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$355.15	4	$1,420.60
131	590-TEZU	2x10GbE (SFP+) W/O OPTICS **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$355.15	4	$1,420.60
132	528-CKKD	OneFS Base License Tier 3=ID **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$6,892.24	4	$27,568.96
133	528-CKOU	SmartQuotas Base License Tier 3=ID **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	4	$0.00
134	528-CKPC	SyncIQ Base License Tier 3=ID **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	4	$0.00
135	528-CKPE	SmartPools Base License Tier 3=ID **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	4	$0.00
136	528-CKPL	SmartConnect Base License Tier 3=ID **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	4	$0.00
137	528-CKPM	SnapshotIQ Base License Tier 3=ID **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	4	$0.00
138	528-CKRN	Enterprise Advanced Bundle Tier 3=ID **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$2,108.41	4	$8,433.64
139	528-CKKN	HDFS for OneFS ($0.00) **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	4	$0.00
140	833-8212	Dell Hardware Limited Warranty Initial Year **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$92.41	4	$369.64
141	833-8255	ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 1 Year **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$65.21	4	$260.84
142	833-8259	ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 4 Years Extended **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$260.13	4	$1,040.52

143	833-8266	ProSupport Plus Mission Critical 7x24 HW-SW Tech Support and Assistance 5 Years **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$982.20	4	$3,928.80
144	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	4	$0.00
145	975-3461	Dell Limited Hardware Warranty Extended Year(s) **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	4	$0.00
146	835-3681	ProSupport Plus Mission Critical OneFS Base Software Support-Maintenance 5 Years **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$4,970.79	4	$19,883.16
147	332-1286	US Order **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	4	$0.00
148	835-4221	ProSupport Plus Mission Critical HDFS for OneFS Software Support-Maintenance 5 Years **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	4	$0.00
149	835-3821	ProSupport Plus Mission Critical Enterprise Advanced Bundle Base Software Support-Maintenance 5 Years **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$2,172.36	4	$8,689.44
150	825-8623	Certified Deployment Partner T1 or Distributors **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	4	$0.00
151	379-BDPD	ISG Product (info) **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	4	$0.00
152	407-BCIU	Transceivers/Optic/SFP+/SR/10GbE/2 GEN6 **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$65.06	4	$260.24
153	528-CKJN	OneFS Capacity License Tier 3 =CB **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$166.55	120	$19,986.00
154	528-CKOV	SmartPools Capacity License Tier 3 =CB **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	120	$0.00
155	528-CKOW	SnapshotIQ Capacity License Tier 3 =CB **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	120	$0.00
156	528-CKOY	SyncIQ Capacity License Tier 3 =CB **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	120	$0.00
157	528-CKPB	SmartQuotas Capacity License Tier 3 =CB **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	120	$0.00
158	528-CKPF	SmartConnect Capacity License Tier 3 =CB **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	120	$0.00
159	528-CKRY	Enterprise Adv Bundle Cap T3 Per TB=CB **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$33.76	120	$4,051.20
160	835-3721	ProSupport Plus Mission Critical OneFS Capacity Software Support-Maintenance 5 Years **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$120.13	120	$14,415.60
161	835-3841	ProSupport Plus Mission Critical Enterprise Advanced Bundle Capacity Software Spt-Maintenance 5 Years **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$34.78	120	$4,173.60
162	833-8184	ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Capacity Add-On Per Terabyte 5 Years **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$98.40	120	$11,808.00

		Total (ESOC - Isilon H400):			**$153,854.32**
ESOC - Isilon Chassis					
163	210-AURL	Base Chassis - Normal **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$1,704.44	1	$1,704.44
164	829-3111	Dell Hardware Limited Warranty Initial Year **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$79.88	1	$79.88
165	829-3154	ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 1 Year **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$61.38	1	$61.38
166	829-3158	ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 4 Years Extended **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$244.82	1	$244.82
167	829-3165	ProSupport Plus Mission Critical 7x24 HW-SW Tech Support and Assistance 5 Years **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$924.78	1	$924.78
168	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	1	$0.00
169	955-9041	Dell Hardware Limited Warranty Plus On Site Service Extended Year **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	1	$0.00
170	332-1286	US Order **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	1	$0.00
171	379-BDPD	ISG Product (info) **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	1	$0.00
		Total (ESOC - Isilon Chassis):			**$3,015.30**
ESOC - Isilon Accessories					
172	210-AXGY	Accessories Label BASE **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	1	$0.00
173	800-BBQV	Thank you for buying Dell EMC **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	1	$0.00
174	800-BBQV	Thank you for buying Dell EMC **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	1	$0.00
175	800-BBQV	Thank you for buying Dell EMC **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	1	$0.00
176	332-1286	US Order **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	1	$0.00
177	379-BDPD	ISG Product (info) **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	1	$0.00
178	929-3709	Thank you for Your Order **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	1	$0.00
179	935-6720	Thank you for Your Order **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$0.00	1	$0.00
180	450-AJHP	PWCRD KIT for Gen6 Normal Chassis **Contract Vehicle:** Texas DIR-TSO-3763 Dell	$30.64	2	$61.28

181	470-AEGF	CABLE ETHERNET 10G PASS SFP+ 3M	$46.75	8	$374.00
		Contract Vehicle: Texas DIR-TSO-3763 Dell			
		Total (ESOC - Isilon Accessories):			**$435.28**
Renewal of Existing Compellent Equipment					
182	DELL Hardware Maintenance	DELL Compellent 3 Mo Maintenance	$11,623.73	1	$11,623.73
		Comments: See excel spreadsheet for itemized details Serials 94JB382 94K4382 BKPX0T2 BKPY0T2 58XFXG2 58XDXG2 94J5382 94H6382 94H7382 94H8382 94H9382 94HB382 94J4382 BTZ7H13 H2D4282 9YSH282			
		Contract Vehicle: Texas DIR-TSO-3763 Dell			
183	DELL Hardware Maintenance	DELL Compellent 3 Mo Maintenance	$10,901.96	1	$10,901.96
		Comments: See excel spreadsheet for itemized details Serials 2LBS282 2LCM282 2L9P282 2L9Q282 2L9R282 2L9S282 2LBM282 2LBN282 2LBP282 58XNXG2 58XPXG2 151VS13 CWP2282 79XM282			
		Contract Vehicle: Texas DIR-TSO-3763 Dell			
184	Discount-Hardware Maintenance	Discount-Hardware Maintenance	$-22,525.69	1	($22,525.69)
		Contract Vehicle: Texas DIR-TSO-3763 Dell			
		Total (Renewal of Existing Compellent Equipment):			**$0.00**
Dell - Migrate NAS to Isilon					
185	DBMI-MCD-020	SEL Migrate NAS-to-Isilon Initial 50	$25,219.91	1	$25,219.91
		Contract Vehicle: Texas DIR-TSO-3763 Dell			
186	DBMI-MCD-021	SEL Migrate NAS-to-Isilon Addl 10	$3,864.46	9	$34,780.14
		Contract Vehicle: Texas DIR-TSO-3763 Dell			
		Total (Dell - Migrate NAS to Isilon):			**$60,000.05**
Presidio Professional Services					
187	PS-SVC-FF	Fixed Fee for Presidio employee labor	$7,461.50	1.0000	$7,461.50
		Contract Vehicle: TIPS Networking Equip, Software & Services 180501			
		Deliverable: Isilon Implementation and Network Scoping			
188	PS-SVC-TM	Hourly for Presidio employee labor	$185.00	460.0000	$85,100.00
		Contract Vehicle: TIPS Networking Equip, Software & Services 180501			
		Task: Consulting Engineer - Sr.			

189	PS-SVC-TM	Hourly for Presidio employee labor	$175.00	130.0000	$22,750.00

Contract Vehicle: TIPS Networking Equip, Software & Services 180501
Task: Project Manager - Sr.

Total (Presidio Professional Services): $115,311.50

Sub Total:	**$1,360,897.63**
Grand Total:	**$1,360,897.63**

This quote is governed by Terms and Conditions of Texas DIR-TSO-3763 Contract.
State of Texas Vendor ID 17605152499
Standard-Terms-for-Purchase-of-Services or Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:
Presidio Networked Solutions Group, LLC
7701 Las Colinas Ridge #600
Irving, TX 76053

Pursuant to this contract your PO must reflect the following contract:
Texas DIR-TSO-3763
Tax ID# 58-1667655; Size Business: Large; CAGE Code: OKDO5; DUNS#15-405-0959; CEC 15-506005G
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB Terms Dictated by individual PO details

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature _____ Date _____

DELL EMC ALL-FLASH DATA REDUCTION GUARANTEE
TERMS AND CONDITIONS

These are the Terms and Conditions of Dell EMC All-Flash Data Reduction Guarantee program ("Program"):

Availability: The Program is available to purchasers who (i) buy an eligible Dell EMC All Flash Storage Product (defined below) either directly from Dell EMC (defined below) or through a Channel Partner (defined below) and (ii) agree to these terms and conditions in writing after a copy has been provided to the purchaser by Dell EMC ("Customer").

Eligible Dell EMC All Flash Products are the following (collectively, the "Products"):

- **PowerScale**
- **PowerStore**
- **PowerMax**
- **Dell EMC Unity – All-Flash Arrays (x50F products)**
- **Dell EMC Unity XT – All-Flash Arrays (x80F products)**
- **XtremIO – All Arrays**
- **SC Series – SC9000, SC7020F, SC7020, SC5020F, SC5020, SC4020 and SCv3000 Series Arrays (All Flash configurations)**
- **Isilon F810 models only**

For clarity, if a Product is purchased as part of a converged IT solution, the Program benefits only apply to the Product and **not** to the broader converged IT solution or any component other than the Product contained within.

"Dell EMC" means (i) if the place of installation indicated upon purchase is in the United States, (a) Dell Marketing LP, Austin, Texas, in relation to SC Series Products or (b) EMC Corporation, Hopkinton, Massachusetts, with respect to all other Products; (ii) if the indicated place of installation is in another country where there is a local DELL or EMC sales entity that engages in the sale of the respective Product to end customers in the ordinary course of business, such local sales entity; or (iii) otherwise, (a) Dell Global B.V. (Singapore Branch), the Singapore branch of a company incorporated in the Netherlands, for indirect sales in Europe, Middle East, Africa and Asia, and Dell World Trade L.P., Austin, Texas, for indirect sales in Latin America, in relation to SC Series Products, or (b) EMC Information Systems International, Cork, Ireland, with respect to all other Products.

A **"Channel Partner"** means a third party company, authorized contractually and directly by Dell EMC to supply eligible Products to end-users for their own internal use and benefit.

Data Reduction Guarantee: Dell EMC guarantees, in the sense as specified further below and with the specific remedies stated below**,** that for any new purchase of a Product, for a period of one (1) year from the date of delivery of the Product (the "Guarantee Period"), the Product will provide logical usable capacity, including all data, equivalent to **at least four (4) times the usable physical capacity for PowerStore Product, at least three point five (3.5) times the usable physical capacity for PowerMax, at least three (3) times the usable physical capacity for Unity XT and XtremIO Products, and at least two (2) times the usable physical capacity for all other eligible Products** (the "Guarantee").

Requirements: To be eligible for the Guarantee, the following requirements must be met:

For all Products:

1. All data stored on the Products must be in its native format (not host-level encrypted or

compressed);
2. Audio, Image, PDF and Video files will not be included in any calculation determining compliance with the Guarantee;
3. The Guarantee does not apply until data is written for at least thirty (30) consecutive days (the "Optimization Period") to at least 50% of the physical solid-state drive space for PowerStore and to at least 70% of the physical solid-state drive space for all other storage Products.

For PowerScale products:

1. Data compression must be enabled on all pools that support compression;
2. Guarantee applies only to pools that support compression;
3. Products must be connected to an active ESRS gateway with functioning remote support for the Guarantee period.

For PowerStore products:

1. *Products must be actively connected to support assist that allows for remote support and Dell EMC's CloudIQ service for reporting for the Guarantee Period;*
2. *Data storage block size must be set to one of the following (measured in kilobytes, "KB"): 4 KB, 8 KB, 16 KB, 32 KB, 64 KB, 128 KB, 256 KB, 512 KB, 1024 KB, 2048 KB, or 4096 KB.*

For PowerMax Products:

1. Must be a FBA (Open Systems) formatted array. CKD (Mainframe) formatted arrays or mixed (FBA and CKD) systems are not eligible;
2. Data reduction for PowerMax must be enabled for all storage groups on the array(s);
3. Products must be connected to an active ESRS gateway with functioning remote support and Dell EMC's CloudIQ service for reporting for the Guarantee period;
4. Data storage block size must be set to one of the following (measured in kilobytes, "KB"): 4 KB, 8 KB, 16 KB, 32 KB, 64 KB, 128 KB, 256 KB, 512 KB, 1024 KB, 2048 KB, or 4096 KB.

For Dell EMC Unity Products (2:1 DRR):

1. Compression must be enabled on all LUNs/File Systems (Min. OE v4.2 – Compression is not supported on file systems created prior to OE v4.2 upgrade);
2. Data Reduction must be enabled on all LUNs/File Systems (Min. OE v4.3 – Data Reduction is not supported on file systems created prior to OE v4.2 upgrade);
3. VVOLs may not be used;
4. Products must be connected to an active ESRS gateway that allows for remote support and Dell EMC's CloudIQ service for reporting for the Guarantee Period;
5. Data storage block size must be set to one of the following (measured in kilobytes, "KB"): 4 KB, 8 KB, 16 KB, 32 KB, 64 KB, 128 KB, 256 KB, 512 KB, 1024 KB, 2048 KB, or 4096 KB.

For Dell EMC Unity XT Products (3:1 DRR):

1. Compression must be enabled on all LUNs/File Systems;
2. Data Reduction must be enabled on all LUNs/File Systems;
3. VVOLs may not be used;
4. Products must be connected to an active ESRS gateway that allows for remote support and Dell EMC's CloudIQ service for reporting for the Guarantee Period;
5. Data storage block size must be set to one of the following (measured in kilobytes, "KB"): 4 KB, 8 KB, 16 KB, 32 KB, 64 KB, 128 KB, 256 KB, 512 KB, 1024 KB, 2048 KB, or 4096 KB.

For XtremIO Products:

1. Products must be connected to an active ESRS gateway with functioning remote support and Dell EMC's CloudIQ service for reporting for the Guarantee period;
2. Data storage block size must be set to one of the following (measured in kilobytes, "KB"): 4 KB, 8 KB, 16 KB, 32 KB, 64 KB, 128 KB, 256 KB, 512 KB, 1024 KB, 2048 KB, or 4096 KB.

For SC Series Products:

1. Data compression must be enabled on all LUNs;
2. The SC array must be configured for SupportAssist (previously Phone Home) support and functioning reporting on Dell EMC's CloudIQ service for the Guarantee period;
3. Data storage block size must be set to one of the following (measured in kilobytes, "KB"): 4 KB, 8 KB, 16 KB, 32 KB, 64 KB, 128 KB, 256 KB, 512 KB, 1024 KB, 2048 KB, or 4096 KB.

For Isilon Products:

1. Data compression must be enabled on all pools that support compression;
2. Guarantee applies only to pools that support compression;
3. Products must be connected to an active ESRS gateway with functioning remote support for the Guarantee period.

Limitations: To receive these benefits Customer must maintain, and remain current on payment for, a Dell EMC ProSupport with the Mission Critical Option or a ProSupport PLUS support agreement for the Product with no gaps in coverage. A claim must be reported in writing prior to the expiration of the Guarantee Period. At the time of a claim filing, the Products must be running a then-currently supported version of the applicable operating system and firmware. Program benefits are not transferrable to another end-user customer. Customer may only make one claim per Product during the Guarantee Period. The Guarantee applies to purchases of new Products after the date of Customer's signature below and is not eligible for previously purchased products.

Filing a Claim: To file a claim, Customer must contact a Dell EMC Sales Representative. Customer must provide evidence of compliance with this Program and provide screen shots of the Product dashboard documenting seven (7) consecutive days of data reduction results.

Remedies: Customer will grant Dell EMC access to the applicable systems to validate how much data was reducible. If Dell EMC determines that a claim under this Program is valid, Dell EMC will be given an opportunity to correct the non-compliance at its own cost by either: (i) tuning the system, (ii) providing additional equipment, (iii) re-configuring the microcode, or (iv) adding or changing other hardware components (additional hardware not to exceed 30 terabytes of physical capacity). Dell EMC will have sole discretion to determine which of the foregoing activities will be performed. The options above are the only remedies the Customer is entitled to receive for non-compliance with the Guarantee, and only a single claim to rectify any non-compliance with the Guarantee may be made. Any liability for damages due to non-performance of the remedies under the Guarantee shall be limited to typical and foreseeable damages, which shall not exceed the purchase price for the Product in relation to which Customer is raising a claim under the Guarantee, and neither party will be liable for any indirect or consequential damages of any kind; the foregoing limitations on liability shall not apply in case of death or personal injury, in case of Dell EMC's gross negligence or willful misconduct, nor in case of claims under statutory product liability.

Other Terms: If the place of installation indicated upon purchase is in the United States, this Guarantee is governed by the laws of Texas, excluding its conflict of law rules, and the courts of Texas shall have exclusive

jurisdiction to settle any disputes out or in connection therewith; otherwise, this Guarantee is governed by the laws of Ireland, excluding its conflict of law rules, and the Irish courts shall have exclusive jurisdiction to settle any disputes out or in connection therewith. Dell EMC does not warrant that a specific data reduction ratio will be achieved. Rather, this Guarantee is independent from, and in addition to any warranty offered by Dell EMC or the applicable Channel Partner, and none of the limitations stated herein shall limit Customer's rights under such warranties. For the avoidance of doubt, the Program does not provide a guarantee in the sense of an unlimited and/or strict liability in relation to certain Product features or the quality of the Product, but rather a legally binding statement of Customer's remedies in case the guaranteed logical usable capacity is not met pursuant to the above terms and conditions. Program is void where prohibited, whether by way of U.S. or other applicable export control laws or regulations or otherwise. Details and other limitations not specified will be determined by Dell EMC in its sole discretion. Failure to enforce a term shall not constitute a waiver by Dell EMC. Program is subject to change or cancellation by Dell EMC without notice, but any such change will only apply to new purchases and not retroactively.

AGREED AND ACCEPTED:

Company Name: _____

By: _____

Name (Print): _____

Title: _____

Date: _____

FOR DELL EMC INTERNAL USE:

Sales Order Number: _____

November 10, 2020

Attention: Megan Drahos

RE: Williamson County Technology Refresh

Dear Megan Drahos:

Please accept this letter as an irrevocable confirmation that the Assets detailed below will be returned to EMC Corporation, Dell Inc. or one of its affiliates ("you") at the Location noted below, and that on the date you collect the Assets, Williamson County shall transfer to you full legal title in the Assets, free from any third party rights or security interests, as part of the technology refresh project.

Williamson County confirms that the Assets are in good working order and that prior to the date of collection, Williamson County shall completely and permanently erase all personal information, proprietary information and confidential data from the Assets in a manner that does not degauss or damage the Assets.

Williamson County will continue to fully insure the Assets until they have been removed by you from the Location.

The date of collection shall be on or before 12/30/2021

Details of Assets are as below:

Serial Number	Manufacturer	Model	Capacity	Specification	Location
9YSH282	Dell	FY21 - SC Series 9000 (Compellent)	0.00	Hybrid Array	Texas
79XM282	Dell	FY21 - SC Series 9000 (Compellent)	0.00	Hybrid Array	Texas
58XDXG2	Dell	FY21 - SC Series 9000 (Compellent)	0.00	Hybrid Array	Texas
58XFXG2	Dell	FY21 - SC Series 9000 (Compellent)	0.00	Hybrid Array	Texas
BKPX0T2	Dell	FY21 - SC Series 9000 (Compellent)	0.00	Hybrid Array	Texas

BKPY0T2	Dell	FY21 - SC Series 9000 (Compellent)	0.00	Hybrid Array	Texas
BTZ7H13	Dell	FY21 - SC Series 9000 (Compellent)	0.00	Hybrid Array	Texas
CWP2282	Dell	FY21 - SC Series (Compellent)	0.00	Hybrid Array	Texas
94JB382	Dell	FY21 - SC Series 9000 (Compellent)	837.00	Hybrid Array	Texas
94K4382	Dell	FY21 - SC Series 9000 (Compellent)	837.00	Hybrid Array	Texas

Within 365 days, we will write to confirm the appropriate details for collection and inform you of any security implications in the collection process.

Sincerely,

_____

Bill Gravell, Jr.
County Judge
Williamson County, TX

Commissioners Court - Regular Session **61.**

Meeting Date: 11/17/2020

Fiber Monthly Internet for Comm Pct 4

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Charter Communications Operating, LLC/Spectrum to provide the installation of Fiber Internet to the Commissioner Pct. 4 Office located at 3001 Joe DiMaggio Blvd, Unit Suite 1300, Round Rock, TX 78665 in the amount of $299.99 a month, with a $199.00 Fiber installation fee, exempting the item from competitive bidding requirements as per Texas Local Govt. Code Discretionary Exemption 262.024(a)(7)(C) and authorizing execution of the agreement.

Background

This agreement is for the installation of Spectrum Fiber Internet Service at the Commissioner Pct. 4 Office located at 3001 Joe DiMaggio Blvd, Unit Suite 1300, Round Rock TX 78665. Spectrum is the only provider for these services in this area, and we are requesting exemption from the 3-quote requirement for this utility service. Department point of contact is Richard Semple. Funding Source 01.0100.0503.004210.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/12/2020 09:44 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 09:46 AM
Form Started By: Andrew Portillo		Started On: 11/09/2020 09:32 AM
Final Approval Date: 11/12/2020		

Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, https://enterprise.spectrum.com/ (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Horacio Galvan
Phone: 5125939240 ext:
Cell Phone: +1 5125939240
Email: eli.galvan@charter.com

Order # 12241709

Customer Information: Customer Code		
Business Name	WILLIAMSON COUNTY (HQ)	**Customer Type:**
Billing Address **Attention To:** 301 SE Inner Loop, Suite 105 GEORGETOWN TX 78626		**Account Number**
Billing Contact	**Billing Contact Phone**	**Billing Contact Email Address**
Richard Semple	(512) 943-1489	rsemple@wilco.org
Authorized Contact	**Authorized Contact Phone**	**Authorized Contact Email Address**
Richard Semple	(512) 943-1489	rsemple@wilco.org
Technical Contact	**Technical Contact Phone**	**Technical Contact Email Address**
Richard Semple	(512) 943-1489	rsemple@wilco.org

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New and Revised Services and Monthly Charges At 3001 Joe Dimaggio Blvd Unit Bldg 1300 HSD, Round Rock TX 78665

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Spectrum Business Internet GB	1	$299.99	$299.99	Month to Month
***Total**			**$299.99**	

*Prices do not include taxes and fees.

One Time fees At 3001 Joe Dimaggio Blvd Unit Bldg 1300 HSD, Round Rock TX 78665

Description	Quantity	Sales Price	Total
Installation	1	$199.00	$199.00
Total			**$199.00**

*Prices do not include taxes and fees.

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Special Terms

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Customer

Printed Name and Title

Date Signed

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Commissioners Court - Regular Session **62.**

Meeting Date: 11/17/2020

Presidio Barracuda Cloud to Cloud Backup Service

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Presidio Networked Solutions Group, LLC to provide the solution for Barracuda Cloud to Cloud backup service per TIPS Contract #180501 for a term of five (5) years in the amount of $115,689.00 and authorizing execution of the purchase.

Background

This is for the purchase of Barracuda cloud to cloud backup service and four (4) hours of consulting services. Richard Semple is the point of contact for this transaction. Funding source is Cares Funding 418P.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum and quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/12/2020 10:12 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 10:18 AM
Form Started By: Andrew Portillo		Started On: 11/09/2020 12:29 PM
Final Approval Date: 11/12/2020		

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 Presidio Networked Solutions Group, 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 11/05/2020;
B. Vendor Sales Agreement;
C. Williamson County Agreement Addendum; and
D. Any necessary insurance certificates.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

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

III.

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

IV.

Good Faith: Vendor agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

Right to Audit: Vendor agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that Customer shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Vendor reasonable advance notice of intended audits. In no circumstances will Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

X.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the Agreements relevant to this Agreement.

XI.

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

XII.

No Assignment: This agreement may not be assigned by either party without prior written consent.

ADDITIONAL REQUIREMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") COMPLIANCE:

XIII.

Clean Air Act and The Federal Water Pollution Control Act Compliance: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

XIV.

Suspension and Debarment: (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XV.

Recovered Materials: (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe

providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

XVI.

Access to Records: The following access to records requirements apply to this Agreement:

(1) The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XVII.

Use of DHS Seals and Related Items: The Vendor shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

XVIII.

Compliance with Federal Law and FEMA Rules: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XIX.

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.

XX.

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.

XXI.

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:
_____	Daniel Guzman (Nov 6, 2020 11:31 CST)
Authorized Signature	Authorized Signature
Date:_____, 2020	Date: November 6, 2020

PRESIDIO™

QUOTE: 2003220016019-03

DATE: 11/05/2020

PAGE: 1 of 1

TO:

Williamson County
Jim Daniels
301 SE Inner Loop Suite 106
Georgetown, TX 78626

jdaniels@wilco.org
(p) 512-943-1485

FROM:

Presidio Networked Solutions Group, LLC
Daniel Guzman
10415 Morado Circle
The Campus Building 1
Suite 320
Austin, TX 78759

dguzman@presidio.com
(p) 512.795.7146

Customer#: WILLI035
Account Manager: Daniel Guzman
Inside Sales Rep: Greg Hubbard
Title: Barracuda Add On

Contract Vehicle: TIPS Networking Equip, Software & Services 180501

#	Part #	Description	Unit Price	Qty	Ext Price
1	BEO001a-ccb	BARRACUDA CLOUD TO CLOUD BACKUP SERVICE	$115,689.00	1	$115,689.00
		Comments: SN 1408530 Eff. Dates: 2020-11-05 - 2025-09-17 (1777 days)			
2	BT003	BARRACUDA CONSULTING SERVICES - 4 HOURS	$0.00	1	$0.00

Sub Total:	**$115,689.00**
Grand Total:	**$115,689.00**

The quote is governed by TIPS Contract Number 180501
Standard-Terms-for-Purchase-of-Services-or-Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability

Pursuant to this contract your PO must reflect the following TIPS Contract Number 180501

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature _____ Date _____

Commissioners Court - Regular Session **63.**

Meeting Date: 11/17/2020

Dell Computer Bulk Order

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase between Williamson County and Dell Marketing L.P. to authorize the bulk order purchase for various departments in the amount of $255,263.87 per the terms of DIR Contract #DIR-TSO-3763.

Background

This bulk order purchase is for the use of IT Department for various Williamson County Departments per the quote #3000072706391.1. Items being purchased are:

- thirty (30) Optiplex 7480 AIO in the amount of $30,706.80,
- thirteen (13) Precision 3630 Tower in the amount of $14,012.05,
- one (1) Dell Performance Dock-WD19DC in the amount of $207.72,
- eighty-five (85) Dell Dock- WD19 130w Power Delivery- 180w AC in the amount of $15,250.70,
- five (5) Logitech MK710 Wireless Keyboard and Mouse in the amount of $343.95,
- ten (10) Logitech MK200 Media Keyboard and Mouse Combo in the amount of $214.90,
- fifty-one (51) Dell Latitude 5511 in the amount of $60,634.92,
- thirty-seven (37) Dell Latitude 5310 2-n-1 in the amount of $45,566.98,
- eighty-one (81) Dell 24 Monitor-P2419H in the amount of $12,270.69,
- forty-six (46) Dell 27 Monitor-P2719H in the amount of $8,919.86,
- eleven (11) Dell Ultrasharp 34 Curved Monitors in the amount of $7,334.25,
- fifty (50) Dell Essential Briefcase 15 in the amount of $961.00,
- one hundred thirty-three (133) Dell Wireless Keyboard & Mouse- KM636 in the amount of $4,261.32,
- one (1) Samsung 32-inch LED Widescreen Monitor in the amount of $527.99,
- one (1) Dell USB-C Mobile Adapter in the amount of $48.07,
- sixty-nine (69) Dell Stereo Soundbar- AC511M in the amount of $1,989.96,
- seventy-five (75) Optiplex 7070 SFF MLK in the amount of $50,465.25,
- one (1) Dell Latitude 5511 in the amount of $1,547.46

Point of Contact is Richard Semple. This expenditure will be charged to each department's computer equipment funding line per FY21 approval according to the attached spreadsheet.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

quote
bulk order details

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/12/2020 10:35 AM
County Judge Exec Asst.	Andrea Schiele	11/12/2020 11:15 AM
Form Started By: Andrew Portillo		Started On: 11/09/2020 01:58 PM
Final Approval Date: 11/12/2020		

A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000072706391.1**	Sales Rep	Danielle Eads
Total	**$255,263.87**	Phone	(800) 456-3355, 6180188
Customer #	10643470	Email	Danielle_Hulsebosch@Dell.com
Quoted On	Nov. 10, 2020	**Billing To**	ATN TAMMY MCCULLEY WILLIAMSON COUNTY ITS 301 SE INNER LOOP STE 105 GEORGETOWN, TX 78626-8207
Expires by	Dec. 10, 2020		
Deal ID	18082941		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Danielle Eads

Shipping Group

Shipping To

MCCULLEY TAMMY
WILLIAMSON COUNTY ITS
301 SE INNER LOOP
STE 105
GEORGETOWN, TX 78626-8207
(512) 943-1455

Shipping Method

Standard Delivery

Product	Unit Price	Qty	Subtotal
OptiPlex 7480 AIO	**$1,023.56**	**30**	**$30,706.80**
Precision 3630 Tower	**$1,077.85**	**13**	**$14,012.05**
Dell Performance Dock- WD19DC	**$207.72**	**1**	**$207.72**
Dell Dock- WD19 130w Power Delivery - 130w AC	**$179.42**	**85**	**$15,250.70**
Logitech MK710 Wireless Keyboard and Mouse	**$68.79**	**5**	**$343.95**
Logitech MK200 Media Keyboard and Mouse Combo	**$21.49**	**10**	**$214.90**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Dell Latitude 5511	**$1,188.92**	**51**	**$60,634.92**
Dell Latitude 5310 2-in-1	**$1,231.54**	**37**	**$45,566.98**
Dell 24 Monitor - P2419H	**$151.49**	**81**	**$12,270.69**
Dell 27 Monitor - P2719H	**$193.91**	**46**	**$8,919.86**
Dell Ultrasharp 34 Curved USB-C Monitor – U3419W	**$666.75**	**11**	**$7,334.25**
Dell Essential Briefcase 15 (ES1520C)	**$19.22**	**50**	**$961.00**
Dell Wireless Keyboard & Mouse - KM636	**$32.04**	**133**	**$4,261.32**
Samsung S32D850T 32 Inch LED monitor - Widescreen Monitor	**$527.99**	**1**	**$527.99**
Dell USB-C Mobile Adapter - DA300	**$48.07**	**1**	**$48.07**
Dell Stereo Soundbar – AC511M	**$28.84**	**69**	**$1,989.96**
OptiPlex 7070 SFF MLK	**$672.87**	**75**	**$50,465.25**
Dell Latitude 5511	**$1,547.46**	**1**	**$1,547.46**

Subtotal:	**$255,263.87**
Shipping:	**$0.00**
Non-Taxable Amount:	**$255,263.87**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$255,263.87**

Consult your DFS rep. Special lease pricing may be available.

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

MCCULLEY TAMMY
WILLIAMSON COUNTY ITS
301 SE INNER LOOP
STE 105
GEORGETOWN, TX 78626-8207
(512) 943-1455

Shipping Method

Standard Delivery

		Qty	Subtotal
OptiPlex 7480 AIO	**$1,023.56**	**30**	**$30,706.80**

Estimated delivery if purchased today:
Dec. 02, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
OptiPlex 7480 All-in-One XCTO	210-AVLS	-	30	-
Intel(R) Core(TM) i5-10500 (6 Cores/12MB/12T/3.1GHz to 4.5GHz/65W)	338-BVCB	-	30	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	30	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	30	-
Dell Data Protection Encryption Personal Digital Delivery	421-9984	-	30	-
Dell ProSupport for Software, Dell Data Protection Encryption Personal, 1 Year	954-3455	-	30	-
16GB (1x16GB) DDR4 non-ECC Memory	370-AFIX	-	30	-
NO RAID	817-BBBN	-	30	-
M.2 512GB PCIe NVMe Class 35 Solid State Drive	400-BEUX	-	30	-
Screw for M.2 SATA SSD	773-BBBJ	-	30	-
Thermal Pad	412-AALV	-	30	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	30	-
7480 AIO 23.8" FHD 1920x1080 IPS Touch Anti-Glare,IR Camera, IntegratedGraphics, Bronze 160w PSU	329-BEVN	-	30	-
System Power Cord (Philipine/TH/US)	450-AAOJ	-	30	-
No Wireless LAN Card	555-BBFO	-	30	-
No Wireless Driver	340-AFMQ	-	30	-
OptiPlex All-in-One Articulating Stand, All-in-One	575-BBRB	-	30	-
No Additional Cable Requested	379-BBCY	-	30	-
Dell Wireless Keyboard&Mouse-KM636 (Blk)	580-AISH	-	30	-
Mouse included with Keyboard	570-AADI	-	30	-
No Cable Cover	325-BCZQ	-	30	-
Waves Maxx Audio	658-BBRB	-	30	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	30	-
Dell Optimizer	658-BEQP	-	30	-
OS-Windows Media Not Included	620-AALW	-	30	-
ENERGY STAR Qualified	387-BBLW	-	30	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	30	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Dell Watchdog Timer	379-BDWG	-	30	-
Quick Setup Guide 7480 AIO	340-CQNX	-	30	-
No UPC Label	389-BCGW	-	30	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	30	-
Shipping material for 5480 AIO (ART)	340-CQVR	-	30	-
Shipping Label for DAO	389-BBUU	-	30	-
Regulatory Label for UMA Graphics (DAO/BCC)	389-DVTJ	-	30	-
FCC statement label AIO	389-DVDQ	-	30	-
Desktop BTO Standard shipment	800-BBIO	-	30	-
No Anti-Virus Software	650-AAAM	-	30	-
OptiPlex All-in-One Touch Panel	391-BDPU	-	30	-
Custom Configuration	817-BBBB	-	30	-
No Optane	400-BFPO	-	30	-
Intel vPro Technology Enabled	631-ACNZ	-	30	-
No External ODD	429-ABGY	-	30	-
ProSupport: 7x24 Technical Support, 3 Years	997-6915	-	30	-
ProSupport: Next Business Day Onsite 3 Years	997-6895	-	30	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	30	-
Dell Limited Hardware Warranty Plus Service	997-6870	-	30	-
			Qty	**Subtotal**
Precision 3630 Tower		**$1,077.85**	**13**	**$14,012.05**

Estimated delivery if purchased today:
Dec. 10, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Precision 3630 Tower CTO BASE	210-AOZN	-	13	-
Intel Core i7-9700K,(8 Core, 12MB Cache, 3.6Ghz, 4.9 Ghz Turbo w/UHD Graphics 630)	338-BTJT	-	13	-
Dell Precision Tower 3630 Heatsink (95W)	412-AAOT	-	13	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	13	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	13	-
Precision 3630 Tower with 300W up to 90% efficient PSU (80Plus Gold) no SD card reader v2	321-BESX	-	13	-
Radeon Pro WX 5100, 8GB, 4 DP	490-BELE	-	13	-
16GB 2X8GB DDR4 2666MHz UDIMM Non-ECC Memory	370-AEFV	-	13	-
No Out-of-Band Systems Management	631-ABTO	-	13	-
C5 M.2 SSD + 3.5 1-3 HD	449-BBMM	-	13	-
M.2 512GB PCIe Class 50 SSD	400-AOVO	-	13	-
Thermal Pad for PCIE SSD	412-AAPT	-	13	-
No RAID	780-BBCJ	-	13	-
ODD config, 3630	325-BDBE	-	13	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABDW	-	13	-
CMS Essentials DVD no Media	658-BBTV	-	13	-

Boot drive or storage volume is greater than 2TB (select when 3TB/4TB HDD is ordered)	411-XXYB	-	13	-
Black Dell KB216 Wired Multi-Media Keyboard English	580-ADJC	-	13	-
Black Dell MS116 Wired Mouse	275-BBBW	-	13	-
Thank You for Choosing Dell	340-ADBJ	-	13	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	13	-
No Wireless LAN Card	555-BBFO	-	13	-
No PCIe add-in card	492-BBFF	-	13	-
US Power Cord	450-AHED	-	13	-
Quick Start Guide	340-CFEJ	-	13	-
OS-Windows Media Not Included	620-AALW	-	13	-
Not ENERGY STAR Qualified	387-BBCG	-	13	-
Dell Precision Optimizer with AI	640-BBRC	-	13	-
No Driver	555-BBNI	-	13	-
No UPC Label	389-BCGW	-	13	-
Shipping Material for MT DAO	340-CBVE	-	13	-
SHIP,PWS,LNK,NO,NO,AMF	340-CBUU	-	13	-
Dell Precision TPM	340-ACBY	-	13	-
Custom Configuration	817-BBBB	-	13	-
Precision 3630, 300W Reg Label DAO	389-CUOQ	-	13	-
Intel R Core TM i7 Processor Label	389-DQUZ	-	13	-
No Anti-Virus Software	650-AAAM	-	13	-
Dell Applications for Windows 10	658-BDYP	-	13	-
Waves Maxx Audio	658-BBRB	-	13	-
Dell Digital Delivery Cirrus Client	340-AAUC	-	13	-
No Stand Option	575-BBBI	-	13	-
No Accessories	461-AABV	-	13	-
ProSupport: Next Business Day Onsite, 3 Years	997-6782	-	13	-
ProSupport: 7x24 Technical Support, 3 Years	997-2836	-	13	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	13	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	13	-

		Qty	Subtotal
Dell Performance Dock- WD19DC	**$207.72**	**1**	**$207.72**

Estimated delivery if purchased today:
Nov. 19, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell Performance Dock- WD19DC 210w Power Delivery	210-ARIL	-	1	-
Dell Limited Hardware Warranty	824-3993	-	1	-
Advanced Exchange Service, 3 Years	824-3984	-	1	-

		Qty	Subtotal
Dell Dock- WD19 130w Power Delivery - 130w AC	**$179.42**	**85**	**$15,250.70**

Estimated delivery if purchased today:

Nov. 20, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell Dock- WD19 130w Power Delivery - 180w AC	210-ARIQ	-	85	-
Dell Limited Hardware Warranty	824-3993	-	85	-
Advanced Exchange Service, 3 Years	824-3984	-	85	-

		Qty	Subtotal
Logitech MK710 Wireless Keyboard and Mouse	**$68.79**	**5**	**$343.95**

Estimated delivery if purchased today:
Nov. 30, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Logitech MK710 Wireless Keyboard and Mouse	A3567554	-	5	-

		Qty	Subtotal
Logitech MK200 Media Keyboard and Mouse Combo	**$21.49**	**10**	**$214.90**

Estimated delivery if purchased today:
Nov. 19, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Logitech MK200 Media Keyboard and Mouse Combo	A6859396	-	10	-

		Qty	Subtotal
Dell Latitude 5511	**$1,188.92**	**51**	**$60,634.92**

Estimated delivery if purchased today:
Dec. 28, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell Latitude 5511 MLK XCTO	210-AVCX	-	51	-
10th Generation Intel(R) Core i5-10300H (4 Core, 8M cache, 2.5GHz, 4.5GHz Turbo, 35W)	379-BDXE	-	51	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	51	-
No Productivity Software	630-AAPK	-	51	-
Intel(R) UHD Graphics with Thunderbolt for Intel 10th Gen Core i5-10300H	338-BUWD	-	51	-
No Out-of-Band Systems Management - No vPro	631-ACLF	-	51	-
16GB, 2x8GB, DDR4 Non-ECC	370-AFEG	-	51	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BEMU	-	51	-
RGB Cam/Mic Bezel with Dell Privacy Shutter	325-BDQZ	-	51	-
LCD back cover for Latitude 5510/5511, WLAN Capable, Aluminum	320-BDRB	-	51	-
15.6" FHD WVA (1920 X 1080) Anti-Glare Non-touch, 300nits	391-BEZU	-	51	-
DP Palmrest, No Fingerprint, No Smart Card, TBT, Aluminum	346-BFYW	-	51	-
Dual Pointing Backlit US English Keyboard with 10 Key Numeric Keypad	583-BFBO	-	51	-
Wireless Driver, QCA61x4A WLAN card	555-BFNY	-	51	-
Qualcomm(R) QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter, Bluetooth 5.0	555-BCMW	-	51	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

No Mobile Broadband Card	556-BBCD	-	51	-
3 Cell 51Whr ExpressCharge Capable Battery	451-BCPF	-	51	-
90W E5 Type-C Power Adapter	492-BCXB	-	51	-
No Anti-Virus Software	650-AAAM	-	51	-
OS-Windows Media Not Included	620-AALW	-	51	-
E5 US Power Cord	450-AAEJ	-	51	-
Latitude 5511 Quick Start Guide	340-CPRR	-	51	-
No Carrying Case	460-BBEX	-	51	-
No Docking Station	452-BBSE	-	51	-
Custom Configuration	817-BBBB	-	51	-
Dell Applications for Windows 10	658-BESS	-	51	-
MOD,SHP MTL,MCF,LAT,15,BH,MLK	328-BDKG	-	51	-
No Option Included	340-ACQQ	-	51	-
No Resource DVD / USB	430-XXYG	-	51	-
ENERGY STAR Qualified	387-BBNO	-	51	-
BTO Standard Shipment (S)	800-BBQN	-	51	-
No UPC Label	389-BCGW	-	51	-
SSD Filler	750-ABKO	-	51	-
Latitude 5511 Bottom Door, Aluminum	321-BFKQ	-	51	-
No Removable CD/DVD Drive	429-AATO	-	51	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	51	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	51	-
Dell Limited Hardware Warranty	997-8317	-	51	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	51	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	51	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	51	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	51	-

		Qty	Subtotal
Dell Latitude 5310 2-in-1	**$1,231.54**	**37**	**$45,566.98**

Estimated delivery if purchased today:
Dec. 09, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell Latitude 5310 2-in-1 XCTO	210-AWKV	-	37	-
10th Generation Intel Core i5-10310U (4 Core, 6M cache, base 1.7GHz, up to 4.4GHz, vPro)	379-BDVG	-	37	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	37	-
No Productivity Software	630-AAPK	-	37	-
Intel UHD Graphics 620 with Thunderbolt for Core i5-10310U	338-BULL	-	37	-
Assembly Base	338-BULF	-	37	-
Intel vPro Technology Advanced Management Features	631-ACMJ	-	37	-
16GB, 2x8GB, DDR4 Non-ECC	370-AFEG	-	37	-

M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BDKQ	-	37	-
13.3" FHD (1920 x 1080) Touch Anti-Reflective & Anti-Smudge, Camera & Microphone, WLAN capable	391-BEZE	-	37	-
Palmrest with No Fingerprint Reader and No SmartCard Reader, with Thunderbolt	346-BGFC	-	37	-
Single Pointing US English Keyboard with Backlight	583-BFLY	-	37	-
Wireless Intel AX201 WLAN Driver, BT	555-BFON	-	37	-
Intel Dual Band Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.1	555-BFNI	-	37	-
No Mobile Broadband Card	556-BBCD	-	37	-
4 Cell 60Whr ExpressCharge Battery	451-BCPJ	-	37	-
E5 65W type-C PCR EPEAT, Chicony	492-BCWX	-	37	-
No Anti-Virus Software	650-AAAM	-	37	-
OS-Windows Media Not Included	620-AALW	-	37	-
E5 US Power Cord	450-AAEJ	-	37	-
Setup and Features Guide	340-CPSN	-	37	-
Custom Configuration	817-BBBB	-	37	-
Regulatory Label, FCC	389-DPGZ	-	37	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	37	-
Dell Optimizer	658-BEQP	-	37	-
Additional Software - 5310V	658-BESM	-	37	-
Dell Power Manager	658-BDVK	-	37	-
Waves Maxx Audio	658-BBRB	-	37	-
DAO Mix Model 65W type C adapter Config	340-CQFQ	-	37	-
No Option Included	340-ACQQ	-	37	-
No Resource DVD / USB	430-XXYG	-	37	-
ENERGY STAR Qualified	387-BBON	-	37	-
BTO Standard Shipment (VS)	800-BBQK	-	37	-
No UPC Label	389-BCGW	-	37	-
Bottom Cover for WLAN	354-BBCH	-	37	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	37	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	37	-
Dell Limited Hardware Warranty	997-8317	-	37	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	37	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	37	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	37	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	37	-

		Qty	Subtotal
Dell 24 Monitor - P2419H	**$151.49**	**81**	**$12,270.69**

Estimated delivery if purchased today:
Nov. 20, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell 24 Monitor - P2419H	210-AQDX	-	81	-

Dell Limited Hardware Warranty	814-5380	-	81	-
Advanced Exchange Service, 3 Years	814-5381	-	81	-

		Qty	Subtotal
Dell 27 Monitor - P2719H	**$193.91**	**46**	**$8,919.86**

Estimated delivery if purchased today:
Nov. 23, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell 27 Monitor - P2719H	210-AQCS	-	46	-
Advanced Exchange Service, 3 Years	815-2492	-	46	-
Dell Limited Hardware Warranty	815-2491	-	46	-

		Qty	Subtotal
Dell Ultrasharp 34 Curved USB-C Monitor – U3419W	**$666.75**	**11**	**$7,334.25**

Estimated delivery if purchased today:
Nov. 19, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell Ultrasharp 34 Curved USB-C Monitor - U3419W	210-ARCL	-	11	-
Advanced Exchange Service, 3 Years	827-0203	-	11	-
Dell Limited Hardware Warranty	827-0214	-	11	-

		Qty	Subtotal
Dell Essential Briefcase 15 (ES1520C)	**$19.22**	**50**	**$961.00**

Estimated delivery if purchased today:
Nov. 20, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell Essential Briefcase 15 (ES1520C)	460-BCTK	-	50	-

		Qty	Subtotal
Dell Wireless Keyboard & Mouse - KM636	**$32.04**	**133**	**$4,261.32**

Estimated delivery if purchased today:
Nov. 20, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell Wireless Keyboard & Mouse - KM636	580-ADTY	-	133	-

		Qty	Subtotal
Samsung S32D850T 32 Inch LED monitor - Widescreen Monitor	**$527.99**	**1**	**$527.99**

Estimated delivery if purchased today:
Nov. 18, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Samsung S32D850T 32 Inch LED monitor - Widescreen Monitor	A8083490	-	1	-

		Qty	Subtotal
Dell USB-C Mobile Adapter - DA300	**$48.07**	**1**	**$48.07**

Estimated delivery if purchased today:
Nov. 19, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal

Dell USB-C Mobile Adapter - DA300	470-ACWN	-	1	-

		Qty	Subtotal
Dell Stereo Soundbar – AC511M	**$28.84**	**69**	**$1,989.96**

Estimated delivery if purchased today:
Nov. 20, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell Stereo Soundbar – AC511M	520-AAOT	-	69	-

		Qty	Subtotal
OptiPlex 7070 SFF MLK	**$672.87**	**75**	**$50,465.25**

Estimated delivery if purchased today:
Dec. 18, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Optiplex 7070 SFF XCTO	210-ASEC	-	75	-
Intel (R) Core (TM) i5-9600 (6 Cores/9MB/6T/3.1GHz to 4.6GHz/65W)	338-BRTL	-	75	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	75	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	75	-
16GB (1x16GB) DDR4 non-ECC Memory	370-AEBF	-	75	-
NO RAID	817-BBBN	-	75	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BEUR	-	75	-
M.2 22x30 Thermal Pad	412-AAQT	-	75	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	75	-
No Additional Hard Drive	401-AANH	-	75	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	75	-
OptiPlex 7070 Small Form Factor with 200W up to 85% efficient Power Supply (80Plus Bronze)	329-BEJY	-	75	-
ODD Bezel, Small Form Factor	325-BCXP	-	75	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	75	-
Cyberlink Software for Windows 10 without media	430-XYIX	-	75	-
System Power Cord (Philipine/TH/US)	450-AAOJ	-	75	-
No Media Card Reader	379-BBHM	-	75	-
No Wireless LAN Card	555-BBFO	-	75	-
No Wireless LAN Card	555-BBFO	-	75	-
No Stand Option	575-BBBI	-	75	-
No Additional Cable Requested	379-BBCY	-	75	-
Black Dell KM636 Wireless Keyboard & Mouse	580-AIFH	-	75	-
Mouse included with Keyboard	570-AADI	-	75	-
No Cove	320-BCGK	-	75	-
Dell Applications for Windows	658-BBLB	-	75	-
Waves Maxx Audio	658-BBRB	-	75	-
Software for OptiPlex 7070	658-BEHB	-	75	-
OS-Windows Media Not Included	620-AALW	-	75	-

Not ENERGY STAR Qualified	387-BBCG	-	75	-
Placemat for OptiPlex 7070 SFF	750-ABKW	-	75	-
No UPC Label	389-BCGW	-	75	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	75	-
No CompuTrace	461-AABF	-	75	-
Ship Material for OptiPlex Small Form Factor	340-CDWZ	-	75	-
Shipping Label for DAO	389-BBUU	-	75	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	75	-
EPA Regulatory Label	389-DQJX	-	75	-
No Intel Responsive	551-BBBJ	-	75	-
Intel Core i5 Label for Vpro	389-DQKS	-	75	-
Desktop BTO Standard shipment	800-BBIO	-	75	-
No Anti-Virus Software	650-AAAM	-	75	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	75	-
Custom Configuration	817-BBBB	-	75	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	75	-
No Additional Add In Cards	382-BBHX	-	75	-
No Optane	400-BFPO	-	75	-
Intel vPro Technology Enabled	631-ACCZ	-	75	-
No Additional Video Ports	492-BCKH	-	75	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	75	-
ProSupport: 7x24 Technical Support, 3 Years	812-3894	-	75	-
ProSupport: Next Business Day Onsite 3 Years	812-3908	-	75	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	75	-

		Qty	Subtotal
Dell Latitude 5511	**$1,547.46**	**1**	**$1,547.46**

Estimated delivery if purchased today:
Jan. 26, 2021
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell Latitude 5511 MLK BTX	210-AVCW	-	1	-
10th Generation Intel(R) Core i7-10850H (6 Core, 12M cache, 2.7GHz, 5.1GHz Turbo, 35W vPro)	379-BDXG	-	1	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	1	-
Microsoft Office Home and Business 2019	630-ABIH	-	1	-
Adobe Acrobat 2020 Standard	630-ABII	-	1	-
Nvidia GeForce MX250 Discrete Graphics with Thunderbolt for Intel 10th Gen Core i7-10850H	338-BUVQ	-	1	-
Intel vPro Technology Enabled	631-ACLE	-	1	-
16GB,1x16GB, DDR4 Non-ECC	370-AFEE	-	1	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BEMU	-	1	-
LCD back cover for Latitude 5511, WLAN/WWAN Capable, Carbon Fiber Reinforced Polymer	320-BDSO	-	1	-

RGB Cam/Mic Bezel with Dell Privacy Shutter	325-BDRC	-	1	-
15.6" FHD WVA (1920 x 1080) Anti-Glare Non-Touch,220 nits	391-BEZZ	-	1	-
DP Palmrest w/ Touch Fingerprint Reader, FIPS Contacted + Contactless Smart Card Reader, NFC, TBT	346-BFZH	-	1	-
Dual Pointing Backlit US English Keyboard with 10 Key Numeric Keypad	583-BFBO	-	1	-
Intel AX201 2x2 + Bluetooth 5.1 Driver	555-BFNX	-	1	-
Intel Dual Band Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.1	555-BFNI	-	1	-
No Mobile Broadband Card	556-BBCD	-	1	-
4 Cell 68Whr ExpressCharge Capable Battery	451-BCPG	-	1	-
E5 130W Type-C Adapter	450-AJNQ	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
E5 US Power Cord	450-AAEJ	-	1	-
Latitude 5511 Quick Start Guide	340-CPRR	-	1	-
No Carrying Case	460-BBEX	-	1	-
No Docking Station	452-BBSE	-	1	-
Fixed Hardware Configuration	998-EBLY	-	1	-
Regulatory Label, FCC	389-DPGZ	-	1	-
Dell Applications for Windows 10	658-BESS	-	1	-
SHIP,NBK,5511,WW,MIN	328-BDLJ	-	1	-
Intel Core i7 vPro Processor Label	340-CPOZ	-	1	-
No Option Included	340-ACQQ	-	1	-
No Resource DVD / USB	430-XXYG	-	1	-
ENERGY STAR Qualified	387-BBNO	-	1	-
Smart Selection Shipment (S)	800-BBQI	-	1	-
EAN label	389-BKKL	-	1	-
SSD Filler	750-ABKO	-	1	-
Latitude 5511 Bottom Door	321-BFKP	-	1	-
No Removable CD/DVD Drive	429-AATO	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1	-
Dell Limited Hardware Warranty	997-8317	-	1	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	1	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	1	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	1	-

Subtotal:	**$255,263.87**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$255,263.87**

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):
OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

911 Communications - Terry Purvis									
Dept #	**Dept Name**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**	**Extended Cost**	**Notes**
581.5740	911	Monitor	Dell	24"		28	$ 151.49	$ 4,241.72	
581	911	Laptop	Dell	Latitude	5511	1	$ 1,188.92	$ 1,188.92	
581	911	Laptop	Dell	Latitude	5310 2n1	2	$ 1,231.54	$ -	
581	911	Desktop	Dell	Optiplex	7070	13	$ 672.87	$ -	
581	911	Desktop	Dell	Precision	3630	6	$ 1,077.85	$ 6,467.10	Budgeted $6490
581	911	K/M	Dell	Wireless		19	$ 32.04	$ 608.76	**100.581.3010 $4,443.60**
581	911	Soundbar	Dell			7	$ 28.84	$ 201.88	Budgeted $62,400
581	**911**				**TOTAL:**			**$ 12,708.38**	**100-581-5740 $8,264.78**
Animal Shelter - Linda Gunter									
Dept #	**Dept Name**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**	**Extended Cost**	**Notes**
545	AS	Monitor	Dell	27"		2	$ 193.91	$ 387.82	
545	AS	Laptop	Dell	Latitude	5511	2	$ 1,188.92	$ 2,377.84	
545	AS	Desktop	Dell	Optiplex	7070	1	$ 672.87	$ 672.87	
545	AS	AIO	Dell	Optiplex	7480	1	$ 1,023.56	$ 1,023.56	
545	AS	K/M	Dell	Wireless		4	$ 32.04	$ 128.16	
545	AS	Dock	Dell			2	$ 179.42	$ 358.84	
545	AS	Soundbar	Dell			1	$ 28.84	$ 28.84	Budgeted $5383.22
545	**AS**				**TOTAL:**			**$ 4,977.93**	**545.545.3010**
Auditor - Julie Kiley									
Dept #	**Dept Name**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**	**Extended Cost**	**Notes**
495	AUD	Monitor	Dell	24"		6	$ 151.49	$ 908.94	
495	AUD	Monitor	Dell	32"		1	$ 527.99	$ 527.99	
495	AUD	Laptop	Dell	Latitude	5511	4	$ 1,188.92	$ 4,755.68	
495	AUD	K/M	Dell	Logitech - \	MK710	5	$ 68.79	$ 343.95	
495	AUD	K/M	Dell	Logitech - \	MK750	0	$ 85.99	$ -	not available - ordering from another source
495	AUD	Desktop	Dell	Optiplex	7070	3	$ 672.87	$ 2,018.61	
495	AUD	Case	Dell			4	$ 19.22	$ 76.88	
495	AUD	Dock	Dell			4	$ 179.42	$ 717.68	
495	AUD	Soundbar	Dell			3	$ 28.84	$ 86.52	Budgeted $11,255.00
495	**AUD**				**TOTAL:**			**$ 9,436.25**	**100.495.3010**
Budget - Ashlie Koenig									
Dept #	**Dept Name**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**	**Extended Cost**	**Notes**
491	BUDGET	Monitor	Dell	27"		3	$ 193.91	$ 581.73	
491	BUDGET	Laptop	Dell	Latitude	5310 2n1	1	$ 1,231.54	$ 1,231.54	
491	BUDGET	Other	Dell	USB C Adapter		1	$ 48.07	$ 48.07	
491	BUDGET	K/M	Dell	Wireless		1	$ 32.04	$ 32.04	
491	BUDGET	Case	Dell			1	$ 19.22	$ 19.22	
491	BUDGET	Dock	Dell			1	$ 179.42	$ 179.42	
491	BUDGET	Soundbar	Dell			1	$ 28.84	$ 28.84	Budgeted $2514.00
491	**BUDGET**				**TOTAL:**			**$ 2,120.86**	**100.491.3010**
County Attorney - Stephanie Lloyd									
Dept #	**Dept Name**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**	**Extended Cost**	**Notes**

475	CA	Monitor	Dell	34" Curved		10	$ 666.75	$ 6,667.50	
475	CA	Laptop	Dell	Latitude	5310 2n1	23	$ 1,231.54	$ 28,325.42	
475	CA	K/M	Dell	Wireless		10	$ 32.04	$ 320.40	
475	CA	Dock	Dell			23	$ 179.42	$ 4,126.66	
475	CA	Soundbar	Dell			10	$ 28.84	$ 288.40	Budgeted $43,110.00
475	**CA**				**TOTAL:**			**$ 39,728.38**	**100.475.3010**
County Clerk - Bradley Weems									
Dept #	**Dept Name**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**	**Extended Cost**	**Notes**
385.3010	CC	Monitor	Dell	24"		4	$ 151.49	$ 605.96	CC-Records
385	CC	Monitor	Dell	34" Curved		1	$ 666.75	$ 666.75	Budgeted $1360.00
385	**CC**				**TOTAL:**			**$ 1,272.71**	**385.385.3010**
County Court at Law 2 - Kevin Kracht									
Dept #	**Dept Name**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**	**Extended Cost**	**Notes**
427	CC2	Monitor	Dell	24"		1	$ 151.49	$ 151.49	
427	CC2	Desktop	Dell	Optiplex	7070	1	$ 672.87	$ 672.87	
427	CC2	Soundbar	Dell			1	$ 28.84	$ 28.84	Budgeted $1350.00
427	**CC2**				**TOTAL:**			**$ 853.20**	**100.427.3010**
County Court at Law 3 - Doug Arnold									
Dept #	**Dept Name**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**	**Extended Cost**	**Notes**
428	CC3	Laptop	Dell	Latitude	5310 2n1	1	$ 1,231.54	$ 1,231.54	
428	CC3	Case	Dell			1	$ 19.22	$ 19.22	
428	CC3	Dock	Dell			1	$ 179.42	$ 179.42	CARES covers $1430.18 - confirmed with Richard/Julie Kiley
428	**CC3**				**TOTAL:**			**$ 1,430.18**	**418P; 418A; Task 1.1**
Commissioner Pct 2 - Tammy Smith									
Dept #	**Dept Name**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**	**Extended Cost**	**Notes**
212	COMM2	Laptop	Dell	Latitude	5310 2n1	1	$ 1,231.54	$ 1,231.54	
212	COMM2	Dock	Dell			1	$ 179.42	$ 179.42	CARES covers $1410.96 - confirmed with Richard/Julie Kiley
212	**COMM2**				**TOTAL:**			**$ 1,410.96**	**418P; 418A; Task 1.1**
Constable Pct 2 - William Beechinor									
Dept #	**Dept Name**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**	**Extended Cost**	**Notes**
552	CON2	Monitor	Dell	24"		2	$ 151.49	$ 302.98	
552	CON2	Desktop	Dell	Optiplex	7070	1	$ 672.87	$ 672.87	
552	CON2	K/M	Dell	Wireless		1	$ 32.04	$ 32.04	
552	CON2	Soundbar	Dell			1	$ 28.84	$ 28.84	Budgeted $1550
552	**CON2**				**TOTAL:**			**$ 1,036.73**	**100.552.3010**
Constable Pct 3 - Patrick Hurley									
Dept #	**Dept Name**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**	**Extended Cost**	**Notes**
553	CON3	Desktop	Dell	Optiplex	7070	2	$ 672.87	$ 1,345.74	
553	CON3	K/M	Dell	Wireless		2	$ 32.04	$ 64.08	
553	CON3	Soundbar	Dell			2	$ 28.84	$ 57.68	Budgeted $2390.00
553	**CON3**				**TOTAL:**			**$ 1,467.50**	**100.553.3010**
Constable Pct 4 - Brian Olson									
Dept #	**Dept Name**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**	**Extended Cost**	**Notes**
554	CON4	Monitor	Dell	27"		2	$ 193.91	$ 387.82	

554	CON4	Desktop	Dell	Optiplex	7070	1	$ 672.87	$ 672.87	
554	CON4	K/M	Dell	Wireless		1	$ 32.04	$ 32.04	
554	CON4	Soundbar	Dell			1	$ 28.84	$ 28.84	Budgeted $1830.00
554	**CON4**				**TOTAL:**			**$ 1,121.57**	**100.554.3010**
District Clerk - Teresa Maskunas									
Dept #	**Dept Name**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**	**Extended Cost**	**Notes**
450	DC	Laptop	Dell	Latitude	5511	15	$ 1,188.92	$ 17,833.80	
450	DC	K/M	Dell	Wireless		15	$ 32.04	$ 480.60	
450	DC	Case	Dell			15	$ 19.22	$ 288.30	CARES covers $6186 - confirmed with Richard/Julie Kiley
450	DC	Dock	Dell			15	$ 179.42	$ 2,691.30	**418P; 418A; Task 1.1 $6186.00**
450	**DC**				**TOTAL:**			**$ 21,294.00**	**100.450.3010 $15,108.00**
EMS - Jeff Isbell									
Dept #	**Dept Name**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**	**Extended Cost**	**Notes**
540	EMS	Monitor	Dell	24"		20	$ 151.49	$ 3,029.80	
540	EMS	Laptop	Dell	Latitude	5511 - i7 16GB RAM	1	$ 1,547.46	$ 1,547.46	
540	EMS	Laptop	Dell	Latitude	5511	3	$ 1,188.92	$ 3,566.76	
540	EMS	Desktop	Dell	Optiplex	7070	10	$ 672.87	$ 6,728.70	
540	EMS	Dock	Dell	WD19DC	210w performance	1	$ 207.72	$ 207.72	
540	EMS	K/M	Dell	wired		10	$ 21.49	$ 214.90	
540	EMS	K/M	Dell	Wireless		4	$ 32.04	$ 128.16	
540	EMS	Case	Dell			4	$ 19.22	$ 76.88	
540	EMS	Dock	Dell			3	$ 179.42	$ 538.26	
540	EMS	Soundbar	Dell			10	$ 28.84	$ 288.40	Budgeted $21,190.00
540	**EMS**				**TOTAL:**			**$ 16,327.04**	**100.540.3010**
Human Resources - Holly Jung									
Dept #	**Dept Name**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**	**Extended Cost**	**Notes**
402	HR	Monitor	Dell	24"		7	$ 151.49	$ 1,060.43	
402	HR	Monitor	Dell	27"		2	$ 193.91	$ 387.82	
402	HR	Laptop	Dell	Latitude	5511	2	$ 1,188.92	$ 2,377.84	
402	HR	Laptop	Dell	Latitude	5310 2n1	4	$ 1,231.54	$ 4,926.16	
402	HR	K/M	Dell	Wireless		4	$ 32.04	$ 128.16	
402	HR	Case	Dell			6	$ 19.22	$ 115.32	Budgeted $3887.83
402	HR	Dock	Dell			6	$ 179.42	$ 1,076.52	**885.886.3010 $3797.25**
402	HR	Soundbar	Dell			7	$ 28.84	$ 201.88	Budgeted $8590.00
402	**HR**				**TOTAL:**			**$ 10,274.13**	**100.402.3010 $6476.88**
Justice of the Peace Pct 3 - Cherie Vasquez									
Dept #	**Dept Name**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**	**Extended Cost**	**Notes**
453	JP3	Monitor	Dell	27"		2	$ 193.91	$ 387.82	
453	JP3	Laptop	Dell	Latitude	5511	1	$ 1,188.92	$ 1,188.92	
453	JP3	K/M	Dell	Wireless		1	$ 32.04	$ 32.04	
453	JP3	Case	Dell			1	$ 19.22	$ 19.22	
453	JP3	Dock	Dell			1	$ 179.42	$ 179.42	
453	**JP3**				**TOTAL:**			**$ 1,807.42**	**01.0372.0453.003010**
Juvenille - Leisa Jones									

Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
576	JUV	Monitor	Dell	24"		5	$ 151.49	$ 757.45	
576	JUV	Laptop	Dell	Latitude	5511	5	$ 1,188.92	$ 5,944.60	
576	JUV	AIO	Dell	Optiplex	7480	28	$ 1,023.56	$ 28,659.68	
576	JUV	K/M	Dell	Wireless		33	$ 32.04	$ 1,057.32	
576	JUV	Dock	Dell			5	$ 179.42	$ 897.10	Budgeted $37,720.00
576	**JUV**				**TOTAL:**			**$ 37,316.15**	**100.576.3010**
Facilities - Gina Wrehsnig									
Dept #	**Dept Name**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**	**Extended Cost**	**Notes**
509	MAINT	Monitor	Dell	24"		4	$ 151.49	$ 605.96	
509	MAINT	Laptop	Dell	Latitude	5511	6	$ 1,188.92	$ 7,133.52	
509	MAINT	K/M	Dell	Wireless		6	$ 32.04	$ 192.24	
509	MAINT	Case	Dell			6	$ 19.22	$ 115.32	
509	MAINT	Dock	Dell			6	$ 179.42	$ 1,076.52	
509	MAINT	Soundbar	Dell			2	$ 28.84	$ 57.68	Budget $13,800.00
509	**MAINT**				**TOTAL:**			**$ 9,181.24**	**100.509.3010**
MOT - Jeanne Williby									
Dept #	**Dept Name**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**	**Extended Cost**	**Notes**
341	MOT	Laptop	Dell	Latitude	5310 2n1	1	$ 1,231.54	$ 1,231.54	
341	MOT	Desktop	Dell	Optiplex	7070	2	$ 672.87	$ 1,345.74	
341	MOT	K/M	Dell	Wireless		2	$ 32.04	$ 64.08	
341	MOT	Case	Dell			1	$ 19.22	$ 19.22	Budgeted $3500.00
341	**MOT**				**TOTAL:**			**$ 2,660.58**	**100.341.3010**
Parks - Keith Greer/Benita Bonner									
Dept #	**Dept Name**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**	**Extended Cost**	**Notes**
510	PARKS	Laptop	Dell	Latitude	5511	5	$ 1,188.92	$ 5,944.60	
510	PARKS	K/M	Dell	Wireless		4	$ 32.04	$ 128.16	Budgeted Conservation Fund $2173.22
510	PARKS	Case	Dell			5	$ 19.22	$ 96.10	**508.508.3010 $1419.60**
510	PARKS	Dock	Dell			5	$ 179.42	$ 897.10	Budgeted $6000
510	**PARKS**				**TOTAL:**			**$ 7,065.96**	**100.510.3010 $5646.36**
Purchasing - Kerstin Hancock									
Dept #	**Dept Name**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**	**Extended Cost**	**Notes**
494	PURCH	Laptop	Dell	Latitude	5310 2n1	3	$ 1,231.54	$ 3,694.62	
494	PURCH	Dock	Dell			3	$ 179.42	$ 538.26	Budgeted $4352.00
494	**PURCH**				**TOTAL:**			**$ 4,232.88**	**100.494.3010**
Sheriff's Office - Starla Hall/Mary Johnson									
Dept #	**Dept Name**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**	**Extended Cost**	**Notes**
560	SO	Monitor	Dell	27"		35	$ 193.91	$ 6,786.85	
560	SO	Laptop	Dell	Latitude	5511	1	$ 1,188.92	$ 1,188.92	
560	SO	Laptop	Dell	Latitude	5310 2n1	3	$ 1,231.54	$ 3,694.62	
560	SO	Desktop	Dell	Optiplex	7070	18	$ 672.87	$ 12,111.66	
560	SO	AIO	Dell	Optiplex	7480	1	$ 1,023.56	$ 1,023.56	
560	SO	Desktop	Dell	Precision	3630	1	$ 1,077.85	$ 1,077.85	
560	SO	Desktop	Dell	Precision	5820 Tower	2	$ 1,619.68		$3239.35 separate quote - 30000722202715

560	SO	K/M	Dell	Wireless		24	$	32.04	$	768.96	
560	SO	Case	Dell			4	$	19.22	$	76.88	
560	SO	Dock	Dell			4	$	179.42	$	717.68	
560	SO	Soundbar	Dell			23	$	28.84	$	663.32	Budgeted $200,000.00
560	**SO**				**TOTAL:**				**$**	**28,110.30**	**100.560.3010**
Tax Office - Judy Kocian											
Dept #	**Dept Name**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**		**Extended Cost**		**Notes**
499	TAX	Laptop	Dell	Latitude	5511	2	$	1,188.92	$	2,377.84	
499	TAX	Desktop	Dell	Optiplex	7070	15	$	672.87	$	10,093.05	
499	TAX	Case	Dell			2	$	19.22	$	38.44	
499	TAX	Dock	Dell			2	$	179.42	$	358.84	Budgeted $22,275.00
499	**TAX**				**TOTAL:**				**$**	**12,868.17**	**100.499.3010**
URS - Kelly Murphy											
Dept #	**Dept Name**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**		**Extended Cost**		**Notes**
200.210.	URS	Monitor	Dell	24"		4	$	151.49	$	605.96	
210	URS	Laptop	Dell	Latitude	5511	4	$	1,188.92	$	4,755.68	
210	URS	Desktop	Dell	Optiplex	7070	21	$	672.87	$	14,130.27	
210	URS	Desktop	Dell	Precision	3630	6	$	1,077.85	$	6,467.10	
210	URS	K/M	Dell	Wireless		2	$	32.04	$	64.08	
210	URS	Dock	Dell			3	$	179.42	$	538.26	Budgeted $35,065.00
210	**URS**				**TOTAL:**				**$**	**26,561.35**	**200.210.3010**
					GrandTotal:				$	255,263.87	

Commissioners Court - Regular Session **64.**

Meeting Date: 11/17/2020

GISD Residential Services Budget Amendment

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances to approve a budget amendment for Juvenile Services.

Background

The budget amendment request is to move unspent GISD Residential Service dollars into the Fiscal Year 2021 budget. Unspent GISD Residential services are to be used only for residential services. The monies are carried forward until spent.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0576.004103	GISD Residential Services	$33,325.80

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/10/2020 03:12 PM
Form Started By: Pam Navarrette		Started On: 11/06/2020 12:26 PM
Final Approval Date: 11/10/2020		

Commissioners Court - Regular Session **65.**

Meeting Date: 11/17/2020

Budget Amendment for State Law Enforcement Training

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for various departments.

Background

This budget amendment is to move unspent State Law Enforcement Training dollars to Fiscal Year 2021 Budget. State training dollars are not rolled into the General Fund at the year end until the books are closed. Any unspent dollars are rolled forward from year to year.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0475.004229	CA/State aw Enforc Training	$4,075.44
	0100.0440.004229	DA/State Law Enforc Training	$1,216.87
	0100.0560.004229	SO/St Law Enforc Training	$61,026.59
	0100.0570.004229	Jail/St law Enforc Training	$4,174.92
	0100.0551.004229	Const 1/St Law Enforc Training	$5,633.44
	0100.0552.004229	Const 2/St Law Enforc Training	$4,813.48
	0100.0553.004229	Const 3/St Law Enforc Training	$11,099.57
	0100.0554.004229	Const 4/St Law Enforce Trainin	$4,256.59

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/10/2020 03:13 PM
Form Started By: Pam Navarrette		Started On: 11/06/2020 12:35 PM
Final Approval Date: 11/10/2020		

Commissioners Court - Regular Session **66.**

Meeting Date: 11/17/2020

Chapter 59 LIT 11.09.20

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Sheriff State and Local Forfeiture Funds.

Background

Per Chapter 59 of the Code of Criminal Procedure when an elected official who receives State and Local Forfeiture funds is not reelected the expenditure of these funds must be approved by the Commissioners Court. Due to COVID, Fleet was unable to auction vehicles in a timely manner. The vehicles are seized vehicles the Sheriff placed in service. The vehicles were schedule to be auctioned last fiscal year. Vehicle insurance for these vehicles must be maintained until the vehicles are sold.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0410.0413.004541	Vehicle Repairs & Maintenance	$477.30
To	0410.0413.004414	Vehicle Insurance	$477.30

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/10/2020 03:11 PM
Form Started By: Melanie Denny		Started On: 11/09/2020 03:53 PM
Final Approval Date: 11/10/2020		

Commissioners Court - Regular Session **67.**

Meeting Date: 11/17/2020

Budget Amendment for Veteran Services Donation Monies to Current Year Budget

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2020 donation dollars for Veteran Services.

Background

Veteran Services received donations throughout the 2020 fiscal year. At the end of Fiscal Year 2020, $1,855.38 remained in unspent donation dollars. This amendment is to appropriate those 2020 donation dollars to be spent in 2021.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Use of Donations	$1,855.38

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/10/2020 03:14 PM
Form Started By: Pam Navarrette		Started On: 11/09/2020 04:08 PM
Final Approval Date: 11/10/2020		

Commissioners Court - Regular Session **68.**

Meeting Date: 11/17/2020

JP 2 Budget Amendment on FY20 Unspent Donations

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2020 donation dollars for the Justice of the Peace Precinct #2.

Background

At the end of the Fiscal Year 2020, $200.00 remained in unspent donation dollars. This amendment is to appropriate those 2020 donations to be spent in 2021.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0452.003670	Use of Donations	$200.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/10/2020 03:14 PM
Form Started By: Pam Navarrette		Started On: 11/09/2020 04:11 PM
Final Approval Date: 11/10/2020		

Commissioners Court - Regular Session **69.**

Meeting Date: 11/17/2020

Budget Amendment for EMS Donations FY20

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2020 donation dollars for EMS.

Background

EMS received donations throughout the fiscal year. At the end of the Fiscal Year 2020, $37,396.31 remained in unspent donation dollars. This amendment is to appropriate those 2020 donations to be spent in 2021.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.003670	Use of Donations	$37,396.31

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/10/2020 03:15 PM
Form Started By: Pam Navarrette		Started On: 11/09/2020 04:14 PM
Final Approval Date: 11/10/2020		

Commissioners Court - Regular Session **70.**

Meeting Date: 11/17/2020

Budget Amendment for Park Office Donations FY20

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2020 donation dollars for the Parks Department.

Background

The Park's Department received donations throughout the year. At the end of Fiscal Year 2020, $6,688.01 remained in unspent donation dollars. This amendment is to appropriate those 2020 donations to be spent in 2021.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$6,688.01

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/10/2020 03:15 PM
Form Started By: Pam Navarrette		Started On: 11/09/2020 04:21 PM
Final Approval Date: 11/10/2020		

Commissioners Court - Regular Session **71.**

Meeting Date: 11/17/2020

Budget Amendment for Sheriff's Office Donations FY20

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2020 donation dollars for the Sheriff's Office donations.

Background

The Sheriff's Office received donations for Victim's Assistance and other donations throughout the fiscal year. At the end of the Fiscal Year 2020, Victim Assistance has $551.96 of unspent donation dollars and other donations has $18.20 of unspent donation dollars. This amendment is to appropriate those 2020 donations to be spent in 2021.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003670	Use of Donations	$18.20
	0100.0560.003671	Use of V.A. Donations	$551.96

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/10/2020 03:16 PM
Form Started By: Pam Navarrette		Started On: 11/09/2020 04:42 PM
Final Approval Date: 11/10/2020		

Commissioners Court - Regular Session **72.**

Meeting Date: 11/17/2020

Budget Amendment for Juvenile Services Donations FY20

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2020 donation dollars for Juvenile Services.

Background

Juvenile Services received donations throughout the year. At the end of Fiscal year 2020, $329.73 remained in unspent donation dollars. This amendment is to appropriate those 2020 donations to be spent in 2021.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0576.003670	Use of Donations	$329.73

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/10/2020 03:16 PM
Form Started By: Pam Navarrette		Started On: 11/09/2020 04:54 PM
Final Approval Date: 11/10/2020		

Commissioners Court - Regular Session **73.**

Meeting Date: 11/17/2020

Order for Limited Tax Refunding Bonds 2021

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consideration and action with Respect to "Order Authorizing the Issuance of Williamson County, Texas Limited Tax Refunding Bonds in One or More Series; Levying an Ad Valorem Tax in Support of the Bonds; Approving the Forms of Paying Agent/Registrar Agreements, the Forms of Purchase Agreements and Escrow Agreements; Establishing the Procedures for Selling and Delivering One or More Series of the Bonds; and Authorizing Other Matters Relating to the Bonds."

Background

Carol Polumbo of McCall Parkhurst & Horton, Bond Counsel, prepared the legal documents. Dan Wegmiller of Specialized Public Finance, Financial Advisor, will be present in court to explain the opportunities related to Refunding one or more series of the County's outstanding Bonds.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bond Order 2021 Refunding

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/11/2020 08:12 PM
Form Started By: Julie Kiley		Started On: 11/11/2020 11:33 AM
Final Approval Date: 11/11/2020		

ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS LIMITED TAX REFUNDING BONDS IN ONE OR MORE SERIES; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING THE FORMS OF PAYING AGENT/REGISTRAR AGREEMENTS, THE FORMS OF PURCHASE AGREEMENTS AND ESCROW AGREEMENTS; ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING ONE OR MORE SERIES OF THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS

Adopted November 17, 2020

ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS LIMITED TAX REFUNDING BONDS IN ONE OR MORE SERIES; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING THE FORMS OF PAYING AGENT/REGISTRAR AGREEMENTS, THE FORMS OF PURCHASE AGREEMENTS AND ESCROW AGREEMENTS; ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING ONE OR MORE SERIES OF THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS

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EXHIBIT A – Description of Annual Financial Information

ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS LIMITED TAX REFUNDING BONDS IN ONE OR MORE SERIES; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING THE FORMS OF PAYING AGENT/REGISTRAR AGREEMENTS, THE FORMS OF PURCHASE AGREEMENTS AND ESCROW AGREEMENTS; ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING ONE OR MORE SERIES OF THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS

THE STATE OF TEXAS '
'
COUNTY OF WILLIAMSON '

WHEREAS, the County has duly issued and there is now outstanding various series of limited and unlimited ad valorem tax obligations; and.

WHEREAS, the County now desires to issue refunding bonds to refund all or a portion of such outstanding ad valorem tax obligations (collectively, the "Refundable Obligations," and those Refundable Obligations designated by the Pricing Officer in each Pricing Certificate, each as defined herein, to be refunded are herein referred to as the "Refunded Obligations"); and

WHEREAS, the Commissioners Court of the County deems it advisable and in the best interest of the County to refund the Refunded Obligations in order to achieve a net present value debt service savings of not less than 3.00% of the principal amount of the Refunded Obligations net of any County contribution with such savings, among other information and terms to be included in each pricing certificate to be executed by the County Auditor, acting as the designated pricing officer of the County, or, in the absence of the County Auditor, the County Judge, all in accordance with the provisions of Chapters 1207 and 1371, Texas Government Code, as amended; and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207") authorizes the County to issue refunding bonds and to deposit the proceeds from the sale thereof together with any other available funds or resources, directly with a place of payment (paying agent) for the Refunded Obligations or a commercial bank or trust company, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, Chapter 1207 further authorizes the County to enter into an escrow agreement with a paying agent for the Refunded Obligations or a commercial bank or trust company with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the County and such paying agent may agree, provided that such deposits may be invested and reinvested in Defeasance Securities, as defined herein; and

WHEREAS, the Escrow Agreement hereinafter authorized, constitutes an agreement of the kind authorized and permitted by said Chapter 1207; and

WHEREAS, all the Refundable Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized: and

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

Section 1. RECITALS, AMOUNT AND PURPOSE OF EACH SERIES OF THE BONDS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this section. The bond or bonds of the County are hereby authorized pursuant to Chapters 1371 and 1207, Texas Government Code to be issued and delivered in the maximum aggregate principal amount not to exceed $350,000,000 for the purpose of: (i) refunding the Refunded Obligations and (ii) paying costs of issuance of the Bonds.

Section 2. DEFINITIONS. When used in this Bond Order, except in Section 5, and in any resolution or order amendatory or supplemental hereto, the terms listed below shall have the meanings specified below, unless it is otherwise expressly provided or unless the context otherwise requires:

"Accreted Value" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof, plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with the Pricing Certificate and the Accretion Table attached as an exhibit to each Pricing Certificate relating to the Bonds that shows the Accreted Value per $5,000 maturity amount on the calculation date of maturity to its maturity.

"Accretion Table" means the exhibit attached to each Pricing Certificate, if necessary, that sets forth the rounded original principal amounts at the Issuance Date for the Premium Compound Interest Bonds and the Accreted Values and maturity amounts thereof as of each Compounding Date until final maturity.

"Authorized Denominations" means the denomination of $5,000 or any integral multiple thereof with respect to the Current Interest Bonds and in the denomination of $5,000 in maturity amount or any integral multiple thereof with respect to the Premium Compound Interest Bonds.

"Bonds" means one or more Series of the Bonds and includes collectively the Premium Compound Interest Bonds and Current Interest Bonds initially issued and delivered pursuant to this Bond Order and the Pricing Certificate and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"Bond Insurer" means the insurer, if any, of any Series of the Bonds.

"Bond Order" or "Order" means this order of the Commissioners Court authorizing the issuance of one or more Series of the Bonds.

"Business Day" means any day which is not a Saturday, Sunday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

"Commissioners Court" means the governing body of the County.

"Compounded Amount" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof plus all interest accrued and compounded to the particular date of calculation.

"Compounding Dates" means the dates on which interest is compounded on the Premium Compound Interest Bonds as set forth in the Accretion Table attached to each Pricing Certificate.

"County" means Williamson County, Texas and any other public agency succeeding to the powers, rights, privileges, and functions of the County and, when appropriate, the Commissioners Court of the County.

"Current Interest Bonds" means the Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in each Pricing Certificate.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Commissioners Court adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Commissioners Court adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent, and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

"Escrow Agent" means the escrow agent designated by the Pricing Officer or any successor escrow agent under the Escrow Agreement.

"Escrow Agreement" means the agreement by and between the County and the Escrow Agent relating to the defeasance of the Refunded Bonds.

"Federal Securities" means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

"Fiscal Year" means the twelve-month accounting period for the County, which presently is the twelve-month period beginning on October 1 of each year and ending on September 30 of the following year, but which may be changed from time to time by the Commissioners Court.

"Initial Bond(s)" means the Bond(s) authorized, issued, and initially delivered as provided in Section 3 of this Bond Order.

"Interest Payment Date" means a date on which interest on the Current Interest Bonds is due and payable as set forth in each Pricing Certificate.

"Issuance Date" means the date of delivery of a Series of the Bonds.

"MSRB" means the Municipal Securities Rulemaking Board.

"Outstanding" when used with reference to Bonds, means, as of a particular date, all Bonds theretofore and thereupon delivered except; (a) any Bond canceled by or on behalf of the County at or before said date, (b) any Bond defeased or no longer considered Outstanding pursuant to the provisions of this Bond Order or otherwise defeased as permitted by applicable law and (c) any such Bond in lieu of or in substitution for which another Bond shall have been delivered pursuant to this Bond Order.

"Premium Compound Interest Bonds" means the Bonds on which no interest is paid prior to maturity, maturing in various amounts and in the aggregate principal amount as set forth in each Pricing Certificate.

"Pricing Certificate" means each Pricing Certificate of the County's Pricing Officer to be executed and delivered pursuant to Section 3 hereof in connection with the issuance of one or more series of Bonds.

"Pricing Officer" means the County Auditor, acting as the designated pricing officer of the County to execute each Pricing Certificate. In the absence of the County Auditor, the County Judge may act as the designated pricing officer of the County to execute each Pricing Certificate.

"Record Date" means, with respect to an Interest Payment Date, the dates are set forth in each Pricing Certificate.

"Redemption Date" means a date fixed for redemption of any Bond pursuant to the terms of this Bond Order and each Pricing Certificate.

"Refundable Obligations" means all or a portion of the outstanding unlimited and limited ad valorem tax obligations of the County.

"Refunded Obligations" means those Refundable Obligations designated by the Pricing Officer in each Pricing Certificate to be refunded.

"Register" means the registry system maintained on behalf of the County by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Bonds registered in the name of each Registered Owner.

"Registered Owner" means any person or entity in whose name a Bond is registered.

"Registrar" or "Paying Agent/Registrar" means the paying agent/registrar designated by the Pricing Officer or such other bank, trust company, financial institution, or other entity as may hereafter be designated by the County to act as paying agent and registrar for the Bonds in accordance with the terms of this Bond Order.

"Replacement Bonds" means the Bonds authorized by the County to be issued in substitution for lost, apparently destroyed, or wrongfully taken Bonds as provided in Section 9 of this Bond Order.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Series" means any designated series of Bonds issued pursuant to this Bond Order.

"Tax-Exempt Bonds" means each Series of Bonds bearing interest which is excludable from gross income for federal taxation purposes pursuant to Section 103 of the IRS Code.

"Taxable Series" means each Series of Bonds bearing interest at a taxable rate.

"Tax-Exempt Series" means each Series of Tax-Exempt Bonds.

"Underwriter" means the senior managing underwriter as selected by the Pricing Officer for each series of the Bonds issued pursuant to this Bond Order and the other co-managers for each series of Bonds as the Pricing Officer deems appropriate.

Section 3. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND DELEGATION OF EACH SERIES OF THE BONDS TO PRICING OFFICER. (a) Each bond issued pursuant to this Bond Order shall be designated: **"WILLIAMSON COUNTY, TEXAS LIMITED TAX REFUNDING BOND"** and initially there shall be issued, sold, and delivered hereunder one or more Series of fully registered bonds without interest coupons, which may be in the form of Current Interest Bonds or Premium Compound Interest Bonds, numbered consecutively from R-1 upward, in the case of Current Interest Bonds, and from PC-1 upward, in the case of Premium Compound Interest Bonds (except the Initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1 and TPC-1, respectively) payable to the respective initial Registered Owners thereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof, in Authorized Denominations, with each Series of Bonds maturing not later than August 15, 2040 serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, all as set forth in each Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to subsection (b) of this section. The Pricing Certificate is hereby incorporated in and made a part of this Bond Order. The title of each Series of the Bonds shall be designated by the year in which it is awarded pursuant to Section 3(b) below. The authority for the Pricing Officer to execute and deliver each Pricing Certificate for a Series of the Bonds shall expire at 5:00 p.m. C.S.T. on November 17, 2021. Bonds priced on or before November 17, 2021 may be delivered to the Underwriters or initial purchaser, as applicable, after such date.

(b) As authorized by Chapter 1371 and Section 1207.007, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the County in selling and delivering one or more Series of the Bonds, determining if a Series of Bonds is a Taxable Series or a Tax-Exempt Series and determining which of the Refundable Obligations shall be refunded and constitute Refunded Obligations under this Bond Order and carrying out the other procedures specified in this Bond Order, including determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Current Interest Bonds and Premium Compound Interest Bonds, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the County, as well as any mandatory sinking fund redemption provisions and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Obligations all of which shall be specified in each Pricing Certificate; provided that (i) the price to be paid for a Series of the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest thereon from its date to its delivery, (ii) none of the Bonds shall bear interest at a rate, or yield in the case of Premium Compound Interest Bonds, greater than the maximum authorized by law, and (iii) the refunding must produce a net present value debt service savings of at least 3.00% of the principal amount of the Refunded Obligations, net of any County contribution. In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 1, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds.

(c) To achieve advantageous borrowing costs for the County, the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the Pricing Officer in each Pricing Certificate. In determining whether to sell the Bonds by negotiated, placement or competitive sale, the Pricing Officer shall take into account any material disclosure issues which might affect the net borrowing costs on a Series of the Bonds.

If the Pricing Officer determines that the Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Pricing Officer determines that the Bonds should be sold by a negotiated sale or placement, the Pricing Officer shall designate the placement purchaser or the Underwriters for the Bonds and such additional investment banking firms as the Pricing Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms to the County. The Pricing Officer, acting for and on behalf of the County, is authorized to enter into and carry out a purchase agreement for a Series of the Bonds to be sold by negotiated sale or placement, with the Underwriters or placement purchasers respectively, at such price, with and subject to such terms as determined by the Pricing Officer pursuant to Section 3(b) above. Each purchase agreement shall be substantially in the form and substance previously approved by the County in connection

with the previously issued ad valorem tax debt with such changes as are acceptable to the Pricing Officer.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the County hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms and conditions of each Series of the Bonds as set forth in this Bond Order is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated in the Pricing Certificate will be, in the best interests and shall have the same force and effect as if such determination were made by the County and the Pricing Officer is hereby authorized to make and include in a Pricing Certificate an appropriate finding to that effect.

(d) The Current Interest Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in this Bond Order to their respective dates of maturity or redemption, if applicable, at the rates per annum set forth in each Pricing Certificate.

The Premium Compound Interest Bonds shall bear interest from the Issuance Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Compounded Amounts thereof), compounded on the Compounding Dates as set forth in each Pricing Certificate, and payable, together with the principal amount thereof, in the manner provided in the Form of Bonds at the rates set forth in the Pricing Certificate. Attached to each Pricing Certificate, if Premium Compound Interest Bonds are to be issued, shall be the Accretion Table. The Accreted Value with respect to any date other than a Compounding Date is the amount set forth on the Accretion Table with respect to the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth on the Accretion Table with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

Section 4. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, Conversion and Exchange; Authentication. The County shall keep or cause to be kept at the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Register"), and the County hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the County and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Register the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The County shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Register confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The County shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer,

exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Bond Order. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 4(c) of this Bond Order, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for exchange. No additional orders or resolutions need be passed or adopted by the Commissioners Court of the County or any other body or person so as to accomplish the foregoing exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Bond Order, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The County hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Bond Order and the Pricing Certificate. The Paying Agent/Registrar shall keep proper records of all payments made by the County and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Bond Order. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new Record Date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the past due interest shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be transferred and assigned, (iii) may be exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bonds shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the County shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the Pricing Certificate and the FORM OF BOND set forth in this Bond Order. The Initial Bond(s) are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in exchange for any Initial Bond or Bonds issued under this Bond Order the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The County covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the County will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Bond Order, and that the Paying Agent/Registrar will be one entity. The County reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the County covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Bond Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Register (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the County. Upon any change in the Paying Agent/Registrar, the County promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Bond Order, and a certified copy of this Bond Order shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Bonds issued in exchange for the Initial Bond initially issued as provided in Section 4(h) shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC") and except as provided in subsection (f) hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Register, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Register of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Bond Order to the contrary, but to the extent permitted by law, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The

Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Register as provided in this Bond Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Register, shall receive a Bond evidencing the obligation of the County to make payments of principal, and interest pursuant to this Bond Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Bond Order with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Bond Order shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the County determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bond, the County shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Bond shall designate, in accordance with the provisions of this Bond Order.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Bond Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Blanket Letter of Representations of the County to DTC.

(h) Initial Bond(s). The Bonds herein authorized shall be initially issued as fully registered Bonds, being one Bond in the denomination of the applicable principal amount and the Initial Bond shall be registered in the name of the Underwriter. The Initial Bond(s) shall be the Bond(s) submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Underwriters or initial purchaser, as applicable. Immediately after the delivery of the Initial Bond(s), the Paying Agent/Registrar shall cancel the Initial Bond(s) delivered hereunder and exchange therefor Bonds in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and except as provided in Section 4(f) herein, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(i) DTC Blanket Letter of Representations. The County confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Bonds.

Section 5. FORM OF BOND. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Bond Order, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Bond Order and the Pricing Certificate.

FORM OF FIRST PARAGRAPHS OF CURRENT INTEREST BONDS

NO. R-	**UNITED STATES OF AMERICA** **STATE OF TEXAS** **WILLIAMSON COUNTY**	**PRINCIPAL AMOUNT** **$_____**

WILLIAMSON COUNTY, TEXAS
LIMITED TAX REFUNDING BOND
SERIES _____**

INTEREST RATE	DATE OF BOND	MATURITY DATE	CUSIP NO.
	_____*		

REGISTERED OWNER:

PRINCIPAL AMOUNT: **DOLLARS**

ON THE MATURITY DATE specified above, **WILLIAMSON COUNTY, TEXAS** (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from _____*, on _____* and semiannually thereafter on each _____* and _____* to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is after any Record Date (hereinafter defined) but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not

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*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete the missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the County and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at _____* (the "Paying Agent/Registrar") at their office in Austin, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the County required by the order authorizing the issuance of this Bond (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the close of business as of the last day of the month preceding each such date (the "Record Date") on the Register kept by the Paying Agent/Registrar (the "Register"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the County and the securities depository.

ANY ACCRUED INTEREST due at maturity as provided herein or upon the redemption of this Bond prior to maturity shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The County covenants with the Registered Owner of this Bond that on or before each principal payment date, interest payment date and accrued interest payment date for this Bond

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*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete the missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

FORM OF FIRST PARAGRAPHS OF PREMIUM COMPOUND INTEREST BONDS*

NO. PC-	**UNITED STATES OF AMERICA** **STATE OF TEXAS** **WILLIAMSON COUNTY**	**MATURITY AMOUNT** **$_____**

WILLIAMSON COUNTY, TEXAS
LIMITED TAX REFUNDING BOND
SERIES _____*

INTEREST RATE	**ISSUANCE DATE**	**DATE OF BONDS**	**MATURITY DATE**
		_____*	

REGISTERED OWNER:

MATURITY AMOUNT: **DOLLARS**

ON THE MATURITY DATE specified above, **WILLIAMSON COUNTY, TEXAS** (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, calculated on the basis of a 360 day year comprised of twelve 30 day months, compounded semiannually on _____* and _____* of each year commencing _____, 20___*. For convenience of reference a table of the "Accreted Value" per $5,000 Maturity Amount is printed on the reverse side of this Bond. The term "Accreted Value" as set forth in the table on the reverse side hereof shall mean the original principal amount plus initial premium per $5,000 Maturity Amount compounded semiannually on _____* and _____* at the yield shown on such table.

THE MATURITY AMOUNT of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, at the designated office for payment of _____, _____, Texas which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and solely from, funds of the County required by the order authorizing the issuance of the Bonds (the

*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete the missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

"Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the Registered Owner hereof, as it appears on the Register kept by the Paying Agent/Registrar, as hereinafter described. The County covenants with the Registered Owner of this Bond that on or before the Maturity Date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the County and the securities depository.

[FORM OF REMAINDER OF EACH BOND]*

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the county where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated _____*, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of **$_____*** **[CONSTITUTING $_____ CURRENT INTEREST BONDS AND $_____ PREMIUM COMPOUND INTEREST BONDS]**** **FOR THE PURPOSE OF (i) REFUNDING THE REFUNDED OBLIGATIONS AND (ii) PAYING CERTAIN COSTS OF ISSUANCE OF THE BONDS.**

(INSERT REDEMPTION PROVISIONS AS PROVIDED IN THE PRICING CERTIFICATE)

ON _____ 15, _____*, or on any date thereafter, the Bonds maturing on and after _____ 15, _____* may be redeemed prior to their scheduled maturities, at the option of the County, with funds derived from any available and lawful source, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the County and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Bonds, or portions thereof, within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in integral multiples of $5,000).

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* As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete the missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

** To be included only if Current Interest Bonds and Premium Compound Interest Bonds are both issued and completed as determined in the Pricing Certificate

[**THE BONDS MATURING ON _____ 15, _____*** are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

Bonds Maturing on _____ 15, _____*

Mandatory Redemption Date*	Principal Amount*
_____H	$_____H

_____
HFinal Maturity

THE PRINCIPAL AMOUNT of the Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the County by the principal amount of any Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the County at a price not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and cancelled by the Paying Agent/Registrar at the request of the County with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.]**

NO LESS THAN 30 calendar days prior to the date fixed for any optional redemption, the County shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Register of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bonds. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bonds shall be redeemed a substitute Bonds or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the

** To be included only if certain maturities of Bonds are subject to mandatory sinking fund redemption as determined by the Pricing Officer in the Pricing Certificate.

unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the County, all as provided in the Bond Order.

WITH RESPECT TO any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Bond Order have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the County, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the County shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Bond Order, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the County. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing on the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date or (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Bond.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the County, resigns, or otherwise ceases to act as such, the County has covenanted in the Bond Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the County, and have been pledged for such payment, within the limits prescribed by law.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Order, agrees to be bound by such terms and provisions, acknowledges that the Bond Order is duly recorded and available for inspection in the official minutes and records of the governing body of the County, and agrees that the terms and provisions of this Bond and the Bond Order constitute a contract between each Registered Owner hereof and the County.

IN WITNESS WHEREOF, the County has caused this Bond to be signed with the manual or facsimile signature of the County Judge of the County and countersigned with the manual or facsimile signature of the County Clerk and County Treasurer, and has caused the official seal of the County to be duly impressed, or placed in facsimile, on this Bond.

_____ _____

County Clerk County Judge

_____

County Treasurer

[COUNTY SEAL]

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller

of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Order described in the text of this Bond; and that this Bond has been issued in replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____. _____, Registrar

By_____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

_____

_____
Please insert Social Security or Taxpayer Identification Number of Transferee

_____

_____
(Please print or typewrite name and address, including zip code, of Transferee)

_____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____ _____

NOTICE: Signature(s) must be guaranteed by a member firm of

NOTICE: The signature above must correspond with the name

the New York Stock Exchange or a commercial bank or trust company.

of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

_____
Comptroller of Public Accounts
of the State of Texas

[COMPTROLLER'S SEAL]

INSERTIONS FOR THE INITIAL BONDS*

(i) The initial Current Interest Bonds shall be in the form set forth in this Section, except that:

A. immediately under the name of the Current Interest Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"ON THE MATURITY DATE SPECIFIED BELOW, Williamson County, Texas (the "County"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____* in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Installments	Interest Rates

(Information from Pricing Certificate to be inserted)

* As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete the missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

The County promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____* at the respective Interest Rate per annum specified above. Interest is payable on _____* and semiannually on each _____* and _____* thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is after any Record Date (hereinafter defined) but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The initial Bond shall be numbered "T-1."

(ii) The Initial Compound Interest Bond shall be in the form set forth in this Section, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"**WILLIAMSON COUNTY, TEXAS** (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Payment at Maturity on _____* in each of the years and in installments of the respective Maturity Amounts set forth in the following schedule:

Year	Maturity Amounts	Interest Rates

(Information for the Premium Compound Interest Bonds from the Pricing Certificate to be inserted)

The amount shown above as the respective Maturity Amounts represent the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, compounded semiannually on _____* and _____* of each year commencing _____*. For convenience of reference, a table appears on the back of this Bond showing the "Compounded Amount" of the original principal amount plus initial premium, if any, per $5,000 Maturity Amount compounded semiannually at the yield shown on such table."

* As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete the missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

C. the Initial Premium Compound Interest Bond shall be numbered "TPC-1."

Section 6. TAX LEVY. A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the County at an official depository bank of the County. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the County, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the Commissioners Court of the County shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Bonds as such principal matures (but never less than 2% of the original principal amount of the Bonds as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the County, with full allowance being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the County for each year while any of the Bonds or interest thereon are outstanding and unpaid; and the tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment within the legal limits prescribed by law. Accrued interest shall be deposited in the Interest and Sinking Fund. Any remaining premium after payment of costs of issuance and deposits to the Escrow Fund shall be deposited in the Interest and Sinking Fund and used to only pay principal of the Bonds.

Section 7. ESTABLISHMENT OF ESCROW FUND AND DISPOSITION OF PROCEEDS. (a) Escrow Fund. The proceeds of the Bonds less the costs of issuance and accrued interest, together with any cash contribution, in an amount necessary to refund the Refunded Obligations shall be deposited in the Escrow Fund created and governed by the terms of the Escrow Agreement substantially in the form previously used by the County in connection with refunding outstanding obligations, with such changes as approved by the Pricing Officer.

(b) Accrued Interest. Any accrued interest on the Bonds shall be deposited in the Interest and Sinking Fund.

(c) Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with the Bond proceeds for the purpose for which the Bonds are issued as set forth in Section 1 hereof or to pay principal or interest payments on the Bonds; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

(d) Investment of Funds. The County hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued. Obligations purchased as an investment of money in any fund shall be deemed to be a part of such fund. Any money in any fund created by this Bond Order, other than the Escrow Fund, may be invested as permitted by the Public Funds Investment Act, as amended. The Escrow Fund shall be invested only as directed by the Escrow Agreement.

(e) Security for Funds. All funds created by this Bond Order shall be secured in the manner and to the fullest extent required by law for the security of funds of the County.

(f) Maintenance of Funds. Any funds created pursuant to this Bond Order, other than the Escrow Fund, may be created as separate funds or accounts or as subaccounts of the County's General Fund held by the County's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such funds or of such funds and the County shall keep full and complete records indicating the monies and investments credited to each such fund.

(g) Perfection. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the County under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the County under this Section is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, then in order to preserve to the Owners of the Bonds the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

(h) Appropriation of Available Funds. There is hereby appropriated from funds of the County lawfully available for such purpose a sum sufficient to pay the interest and/or principal to become due on the Bonds prior to receipt of applicable tax receipts.

Section 8. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Bond Order, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or commercial bank or trust company for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the County with the Paying Agent/Registrar or commercial bank or trust company for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall

be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Bond Order, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given, in accordance with this Bond Order. Any money so deposited with the Paying Agent/Registrar or commercial bank or trust company as provided in this Section may at the discretion of the Commissioners Court also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or commercial bank or trust company pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be turned over to the Commissioners Court.

(c) Notwithstanding any provision of any other Section of this Bond Order which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the County shall make proper arrangements to provide and pay for such services as required by this Bond Order.

(d) Notwithstanding anything elsewhere in this Bond Order, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or commercial bank or trust company pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the County retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of the Bond Order authorizing its issuance, the County may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement bond shall furnish to the County and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Registered Owner shall furnish to the County and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the County may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the County whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Bond Order equally and proportionately with any and all other Bonds duly issued under this Bond Order.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter D of Texas Government Code, Chapter 1201, this Section 9 shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the County or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Bond Order for Bonds issued in conversion and exchange for other Bonds.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The County Judge is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of the Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the County's Bond Counsel and the assigned CUSIP numbers may, at the option of the County, be printed on the Bonds issued and delivered under this Bond Order, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance or other credit enhancement is obtained, the Bonds may bear an appropriate legend.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE TAX-EXEMPT BONDS. (a) Covenants. The County covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax-Exempt Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the County covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Tax-Exempt Bonds or the Refunded Obligations or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Tax-Exempt Bonds or the Refunded Obligations or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the County, with respect to such private business use, do not, under the terms of this Bond Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Tax-Exempt Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Tax-Exempt Bonds or the Refunded Obligations or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Tax-Exempt Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Tax-Exempt Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would otherwise result in the Tax-Exempt Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Tax-Exempt Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Tax-Exempt Bonds, other than investment property acquired with --

(A) proceeds of the Tax–Exempt Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Tax–Exempt Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax-Exempt Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage); and

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Tax-Exempt Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Tax-Exempt Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the County for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The County understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the County that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Tax-Exempt Bonds, the County will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Tax-Exempt Bonds, the County agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the Code. In furtherance of such intention, the County hereby authorizes and directs the Pricing Officer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the County, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds. This Bond Order is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Disposition of Project. The County covenants that the property constituting the projects financed or refinanced with the proceeds of the Tax-Exempt Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the County of cash or other compensation, unless the County obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 12. SALE OF BONDS. Each Series of Bonds shall be sold and delivered, pursuant to each purchase agreement by and between the County and the Underwriters or initial purchaser, as applicable, in substantially the form previously approved by the County in connection with refunding bonds at a price and under the terms set forth in each Pricing Certificate. The Pricing Officer is authorized to approve such changes to each bond purchase agreement as necessary in connection with the sale of each Series of the Bonds.

Section 13. REMEDIES IN EVENT OF DEFAULT. In addition to all of the rights and remedies provided by the laws of the State of Texas, the County covenants and agrees that in the event of default in payment of principal or interest on any of the Bonds when due, or defaults in the observance or performance of any other of the contracts, covenants, conditions or obligations set forth in this Bond Order or in the Bonds, the following remedies shall be available:

(a) the Registered Owners shall be entitled to a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the County and officials thereof to observe and perform the contracts, covenants, obligations or conditions prescribed in this Bond Order; and

(b) any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power nor be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 14. APPROVAL OF OFFICIAL STATEMENT. The Pricing Officer is hereby authorized to approve the Preliminary Official Statement in connection with each Series of Bonds, the Official Statement relating to each Series of the Bonds and any addenda, supplement or amendment thereto, and to deem such documents final in accordance with Rule 15c2-12. The County further approves the distribution of such Official Statement in the reoffering of the Bonds by the Underwriter in final form, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.

Section 15. APPROVAL OF ESCROW AGREEMENT. The Escrow Agreement in connection with each Series of the Bonds by and between the County and the Escrow Agent ("Escrow Agreement") is hereby approved, and the Pricing Officer is hereby authorized to complete, amend, modify and execute each Escrow Agreement, as necessary.

Section 16. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT. One or more Paying Agent/Registrar Agreements in connection with each Series of the Bonds by and between the County and of the Paying Agent/Registrar ("Paying Agent Agreement") in substantially the form and substance previously approved by the Commissions Court and the Pricing Officer is hereby authorized to designate the Paying Agent/Registrar and authorized and directed to complete, amend, modify and execute each Paying Agent Agreement, as necessary.

Section 17. ESCROW AGREEMENT AND RELATED PROVISIONS

(a) The discharge and defeasance of Refunded Obligations shall be effectuated pursuant to the terms and provision of an Escrow Agreement, in the form and containing the terms and provisions as shall be approved by a Pricing Officer, including designation of the Escrow Agent and insertions, additions, deletions, and modifications as may be necessary (a) to carry out the program designed for the County by the underwriters or purchasers, (b) to maximize the County's present value savings and /or to minimize the County's costs of refunding, (c) to comply with all applicable laws and regulations relations to the refunding of the Refunded Obligations and (d) to carry out the other intents and purposes of this order; and, the Pricing Officer is hereby authorized to execute and deliver such Escrow Agreement on behalf of the County, in multiple counterparts.

(b) To maximize the County's present value savings and to minimize the County's costs of refunding, the County hereby authorizes and directs that certain of the Refunded Obligations shall be called for redemption prior to maturity in the amounts , at the dates and at the redemption

prices set forth in each Pricing Certificate, and the Pricing Officer is hereby authorized an directed to take all necessary and appropriate action to give or cause to be given a notice of redemption to the holders or paying agent/registrars, as appropriate, of such Refunded Obligations, in the manner required by the documents authorizing the issuance of such Refunded Obligations.

(c) A Pricing Officer and the Escrow Agent are each hereby authorized (a) to subscribe for, agree to purchase, and purchase Defeasance Securities that are permitted investments for a defeasance escrow established to defease Refunded Obligations, and to execute any and all subscriptions, purchase agreement, commitments, letter of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved, and (b) to authorize such contributions to the escrow fund as are provided in each Escrow Agreement.

Section 18. NOTICE TO PAYING AGENT. The Refunded Obligations shall be called for redemption pursuant to each Pricing Certificate, and the Pricing Officer is hereby authorized to direct the respective paying agents for the Refunded Obligations to make appropriate arrangements so that such Refunded Obligations may be redeemed on the respective redemption dates pursuant to the Pricing Certificate. A copy of such notice of redemption shall be delivered to the respective paying agents so mentioned in the notices.

Section 19 CONTINUING DISCLOSURE UNDERTAKING. (a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial Obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The County shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the County ending in or after 2020, financial information and operating data with respect to the County of the general type included in the final Official Statement authorized by Section 14 of this Bond Order, being information of the type described in each Pricing Certificate, including financial statements of the County if audited financial statements of the County are then available, and (2) if not provided as part of such financial information and operating data, audited financial statements of the County, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit "B" hereto, or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation, and in substantially

the form included in the official statement, and (ii) audited, if the County commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the County shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the County changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(b) Event Notices. The County shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

(1). Principal and interest payment delinquencies;

(2). Non-payment related defaults, if material;

(3). Unscheduled draws on debt service reserves reflecting financial difficulties;

(4). Unscheduled draws on credit enhancements reflecting financial difficulties;

(5). Substitution of credit or liquidity providers, or their failure to perform;

(6). Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax-exempt status of the Tax-Exempt Bonds, or other events affecting the tax-exempt status of the Tax-Exempt Bonds;

(7). Modifications to rights of holders of the Bonds, if material;

(8). Bond calls, if material, and tender offers;

(9). Defeasances;

(10). Release, substitution, or sale of property securing repayment of the Bonds, if material;

(11). Rating changes;

(12). Bankruptcy, insolvency, receivership or similar event of the County;

(13). The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14). Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15). Incurrence of a Financial Obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect security holders, if material; and

(16). Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar office for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers of the County in possession but subject to the supervision and order of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County, and (b) the County intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as ascribed by SEC Release No. 34-83885, dated August 20, 2018.

The County shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(d) Limitations, Disclaimers, and Amendments. The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the County remains an "obligated person" with respect to the Bonds within the meaning of the

Rule, except that the County in any event will give notice of any deposit made in accordance with Section 8 of this Bond Order that causes the Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall comprise a breach of or default under this Bond Order for purposes of any other provision of this Bond Order.

Should the Rule be amended to obligate the County to make filings with or provide notices to entities other than the MSRB, the County hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Bond Order that authorizes such an amendment) of the outstanding Bonds consents to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. If the County so amends the provisions of this Section, it shall include with any amended

financial information or operating data next provided in accordance with paragraph (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The County may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

(e) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to Subsection (b) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 20. AMENDMENT OF ORDER. The County hereby reserves the right to amend this Bond Order subject to the following terms and conditions, to-wit:

(a) The County may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Bond Order in order to (i) cure any ambiguity, defect or omission in this Bond Order that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Bond Order and that shall not materially adversely affect the interests of the holders, (iv) qualify this Bond Order under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Bond Order as shall not be inconsistent with the provisions of this Bond Order and that shall not in the opinion of the County's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then Outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the County; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then Outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Bond Order or in any of the Bonds so as to:

(1) Make any change in the maturity of any of the Outstanding Bonds;

(2) Reduce the rate of interest borne by any of the Outstanding Bonds;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any Outstanding Bonds;

(4) Modify the terms of payment of principal or of interest or redemption premium on Outstanding Bonds or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the County shall desire to amend this Bond Order under this Section, the County shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the County for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the County shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then Outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the County may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Bond Order pursuant to the provisions of this Section, this Bond Order shall be deemed to be modified and amended in accordance with such amendatory Bond Order, and the respective rights, duties, and obligations of the County and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the County, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then Outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

Section 21. NO RECOURSE AGAINST COUNTY OFFICIALS. No recourse shall be had for the payment of principal of or interest on the Bonds or for any claim based thereon or on this Bond Order against any official of the County or any person executing any Bonds.

Section 22. FURTHER ACTIONS. The officers and employees of the County are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the

corporate seal and on behalf of the County all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Bond Order, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Bond Purchase Agreement, the Escrow Agreement and the Official Statement. In addition, prior to the initial delivery of the Bonds, the County Judge, the County Clerk, the County Treasurer, the Financial Advisor, the County Attorney, and Bond Counsel are hereby authorized and directed to approve any changes or corrections to this Bond Order or to any of the instruments authorized and approved by this Bond Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Bond Order and as described in the Official Statement or (ii) obtain the approval of the Bonds by the Texas Attorney General's office. Bond Counsel is authorized to insert into the Pricing Certificate any necessary provisions required by the Bond Insurer and agreed to by the Pricing Officer.

In case any officer of the County whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 23. INTERPRETATIONS. All terms defined herein and all pronouns used in this Bond Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Bond Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Bond Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge to secure the payment of the Bonds.

Section 24. INCONSISTENT PROVISIONS. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Bond Order are hereby repealed to the extent of such conflict and the provisions of this Bond Order shall be and remain controlling as to the matters contained herein.

Section 25. INTERESTED PARTIES. Nothing in this Bond Order expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the County and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Bond Order or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Bond Order contained by and on behalf of the County shall be for the sole and exclusive benefit of the County and the registered owners of the Bonds.

Section 26. SEVERABILITY. The provisions of this Bond Order are severable; and in case any one or more of the provisions of this Bond Order or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Bond Order nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 27. **REPEALER**. All orders and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 28. **PAYMENT OF ATTORNEY GENERAL FEE**. The County hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) $9,500, provided that such fee shall not be less than $750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the County's staff is hereby instructed to take the necessary measures to make this payment. The County is also authorized to reimburse the appropriate County funds for such payment from proceeds of the Bonds.

EXHIBIT A

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

Accounting Principles

The accounting principles of the County relating to funds and account groups will conform to generally accepted accounting principles (GAAP) as applied to governmental entities.

Commissioners Court - Regular Session **75.**

Meeting Date: 11/17/2020

Addendum Social Service Funding Agreement Round Rock Area Serving Center

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 Wilco Forward Phase III Community Services Agreement Addendum between Williamson County and Round Rock Area Serving Center in relation to the Wilco Forward Grant Program that is funded through the CARES Act for response to the Coronavirus Disease (COVID 19) pandemic.

Background

This addendum with Round Rock Area Serving Center allows for the reimbursement of administrative expenses such as temporary employees and audit related expenses as it relates to the processing of Rent/Utility Assistance Payments for the community as it relates to the Wilco Forward Phase III program funded through the CARES Act funding received by the County for COVID related response.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum Round Rock Area Serving Center

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/11/2020 08:14 PM
Form Started By: Julie Kiley		Started On: 11/11/2020 11:42 AM
Final Approval Date: 11/11/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR SOCIAL SERVICE FUNDING AGREEMENT WITH ROUND ROCK AREA SERVING CENTER

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Round Rock Area Serving Center** (hereinafter "Agency"), a non-profit corporation, located at 1099 East Main, Round Rock, Texas 78664 to engage Agency as an independent contractor, to assist in providing certain operational services pursuant to the following additional 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. Original Agreement signed by Agency on July 20, 2020, including attached Exhibit(s);

B. This Williamson County Addendum.

II.

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

III.

Exhibit "A" Allowable Expenses: This amendment will change the allowable expenses set forth on Exhibit "A" to add and cover the reasonable costs of temporary staff to process the applications and the pro rata share of the Agency's single audit cost associated with managing these funds. The not-to-exceed amount for these additional costs are seventy thousand dollars ($70,000).

IV.

In all other respects, the Agreement is reaffirmed.

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:	Agency:
_____	_____
Authorized Signature	Authorized Signature
Date: _____, 2020	Date: NOV 9, 2020

Commissioners Court - Regular Session **76.**

Meeting Date: 11/17/2020

CARES Act Budget

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 an increase to the funding for Emergency Service Districts relating to Coronavirus Aid, Relief, and Economic Security (CARES) Act in the amount of $1,200,000.

Background

This increase will allow for the replacement of approximately $1.5 million of legacy radios for these agencies. These radios are not able to be repaired and present a public safety issue for these agencies and Williamson County Dispatch. The increase is being recommended to be allocated from the unallocated/unassigned funds in the CARES funding of $17 million.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/12/2020 01:23 PM
Form Started By: Julie Kiley		Started On: 11/12/2020 11:37 AM
Final Approval Date: 11/12/2020		

Commissioners Court - Regular Session **77.**

Meeting Date: 11/17/2020

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	10/09/2020 01:51 PM
Form Started By: Vicky Edwards		Started On: 10/09/2020 01:32 PM
Final Approval Date: 10/09/2020		

Commissioners Court - Regular Session **78.**

Meeting Date: 11/17/2020

November 2020 Construction Summary Report

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive the November 2020 Construction Summary Report and PowerPoint Presentation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

November 2020 Construction Summary Report

November 2020 PowerPoint Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/12/2020 11:30 AM
Form Started By: Dawn Haggard		Started On: 11/11/2020 10:45 AM
Final Approval Date: 11/12/2020		

ROAD BOND PROGRAM

Construction Summary Report

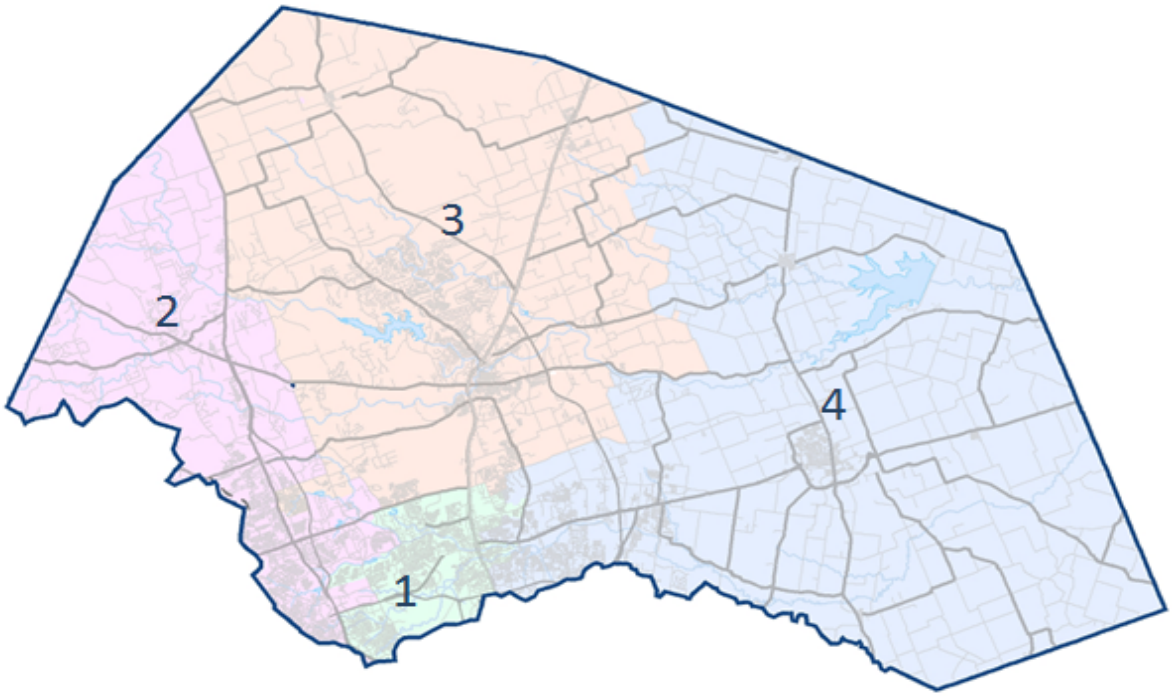
November 2020

WWW.ROADBOND.ORG

County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

Volume XIX - Issue No.11



Presented By: HNTB

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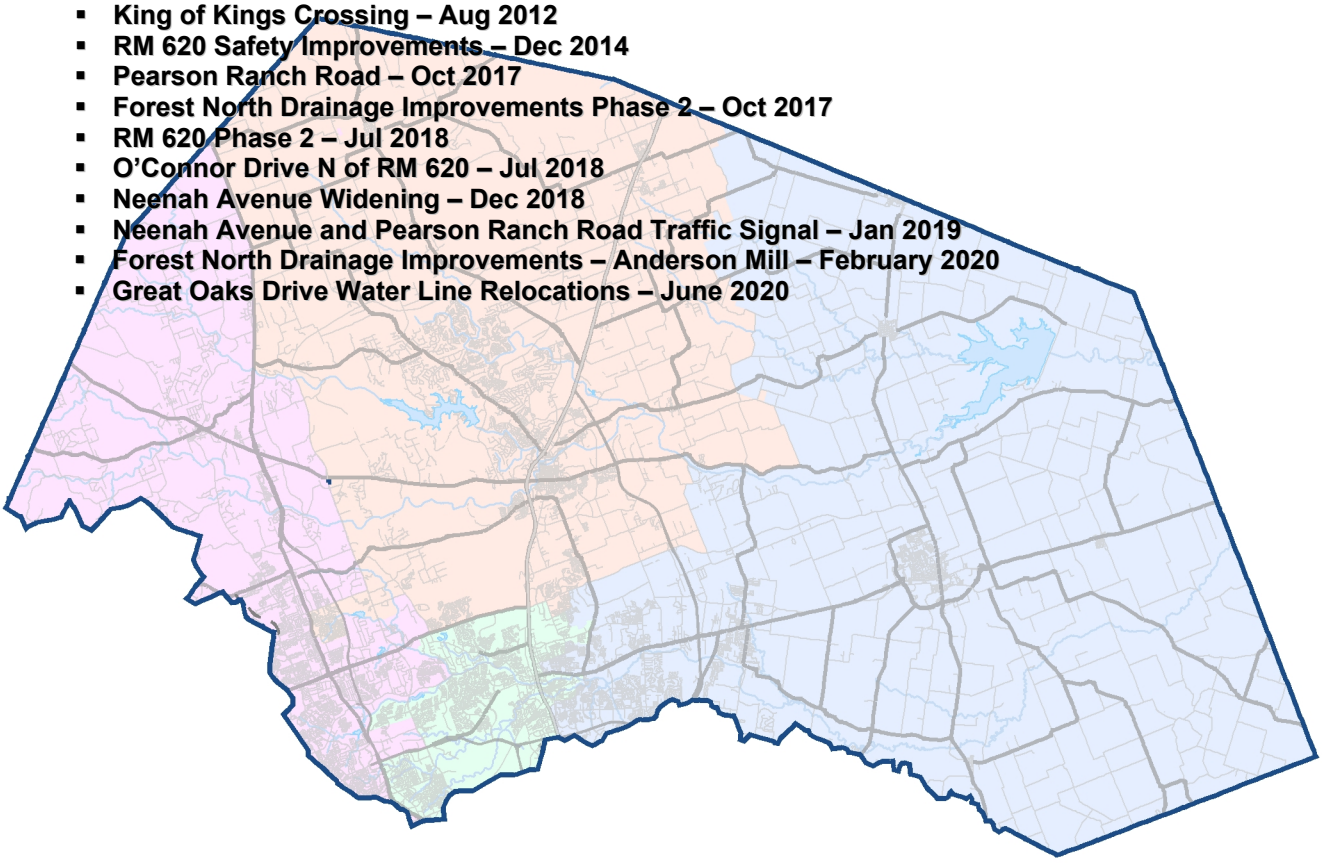
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF OCTOBER 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**



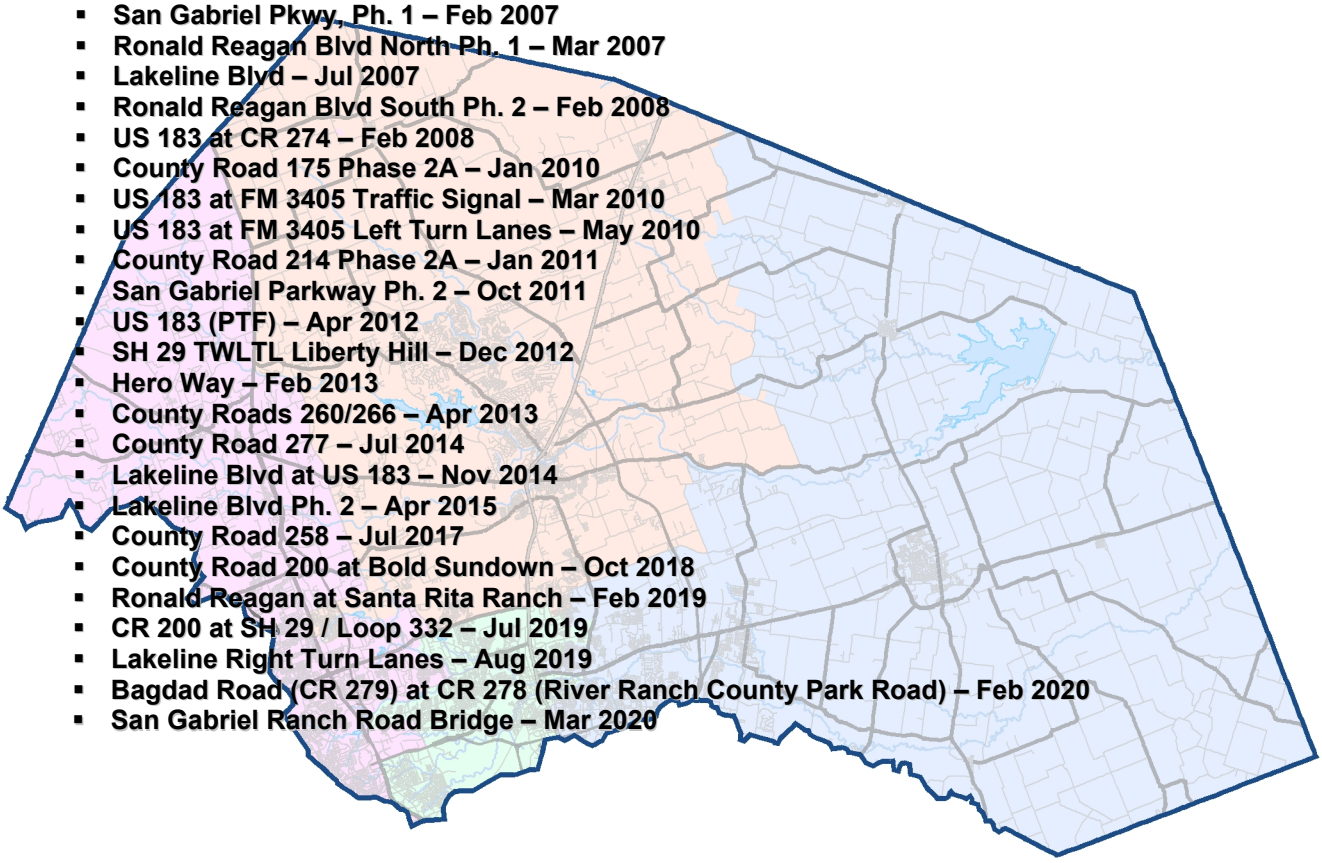
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF OCTOBER 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**



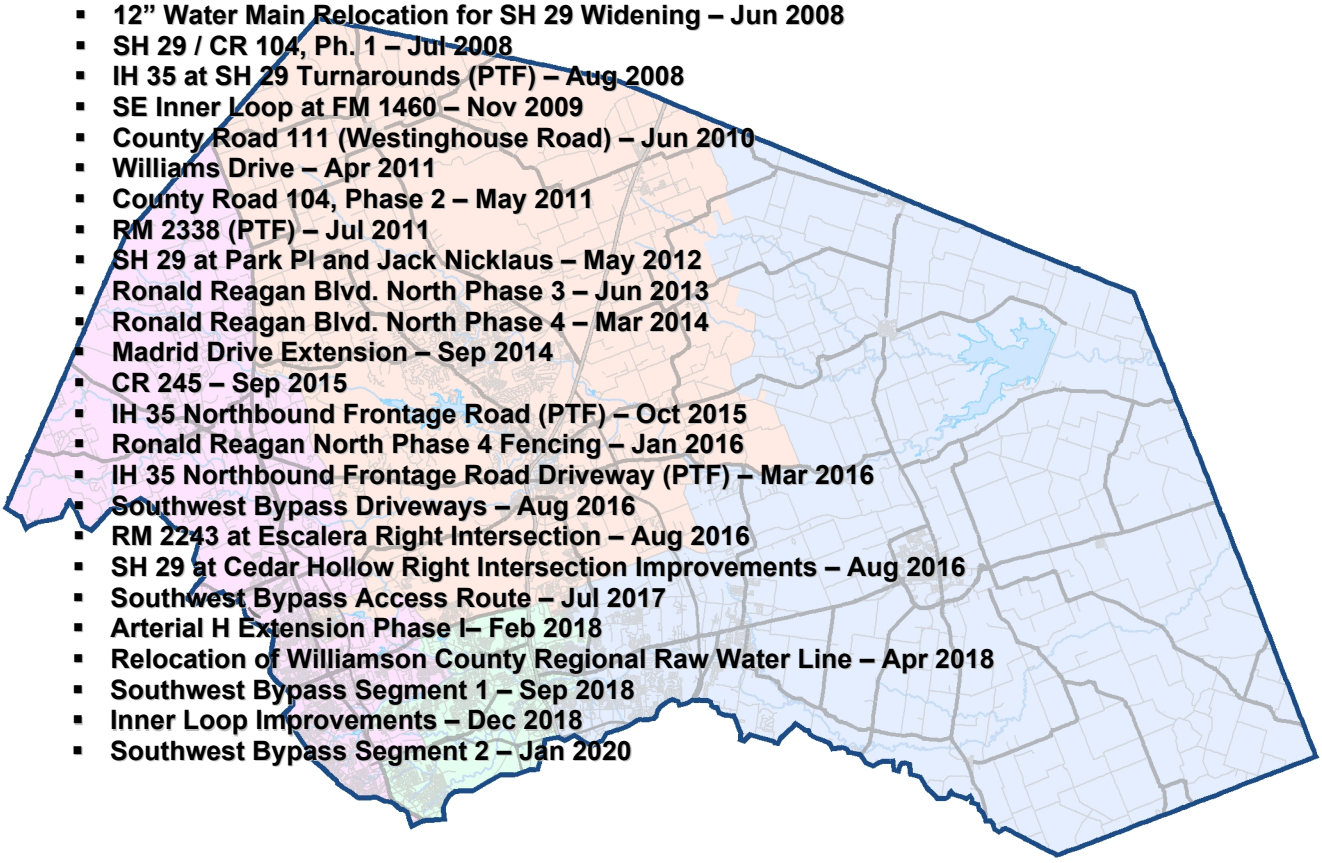
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF OCTOBER 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**



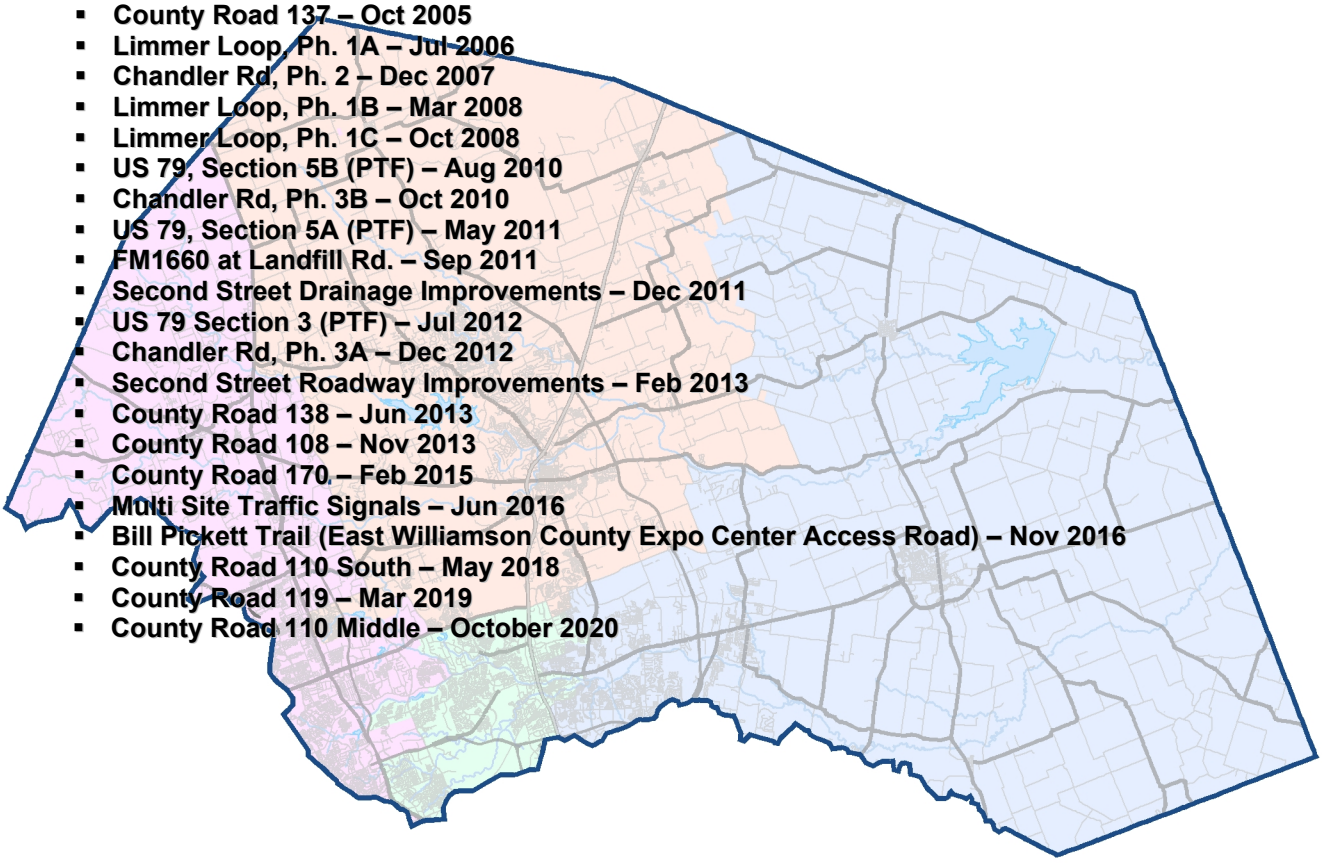
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

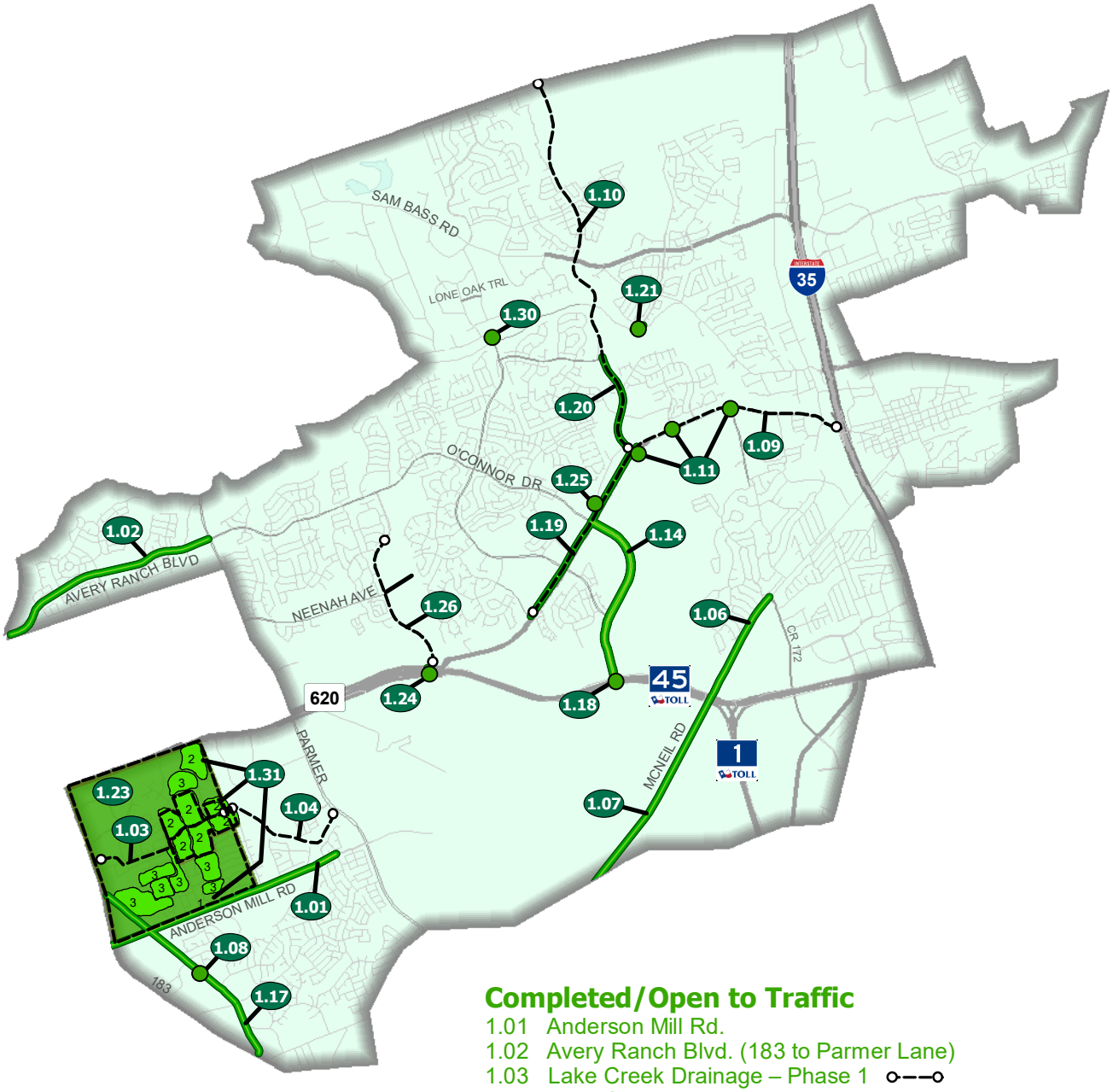
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF OCTOBER 2020

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**
- **County Road 110 Middle – October 2020**



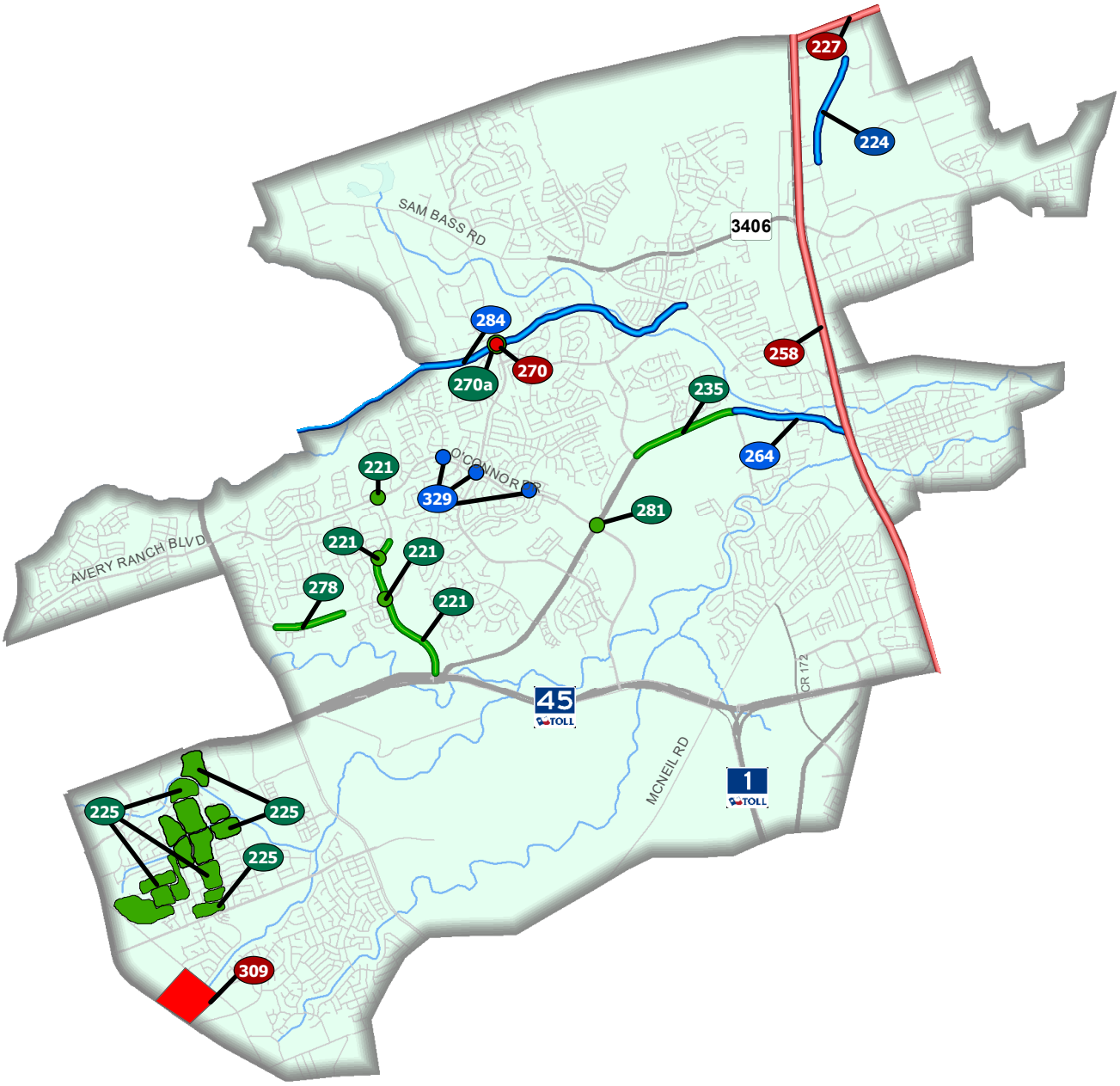
2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook



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

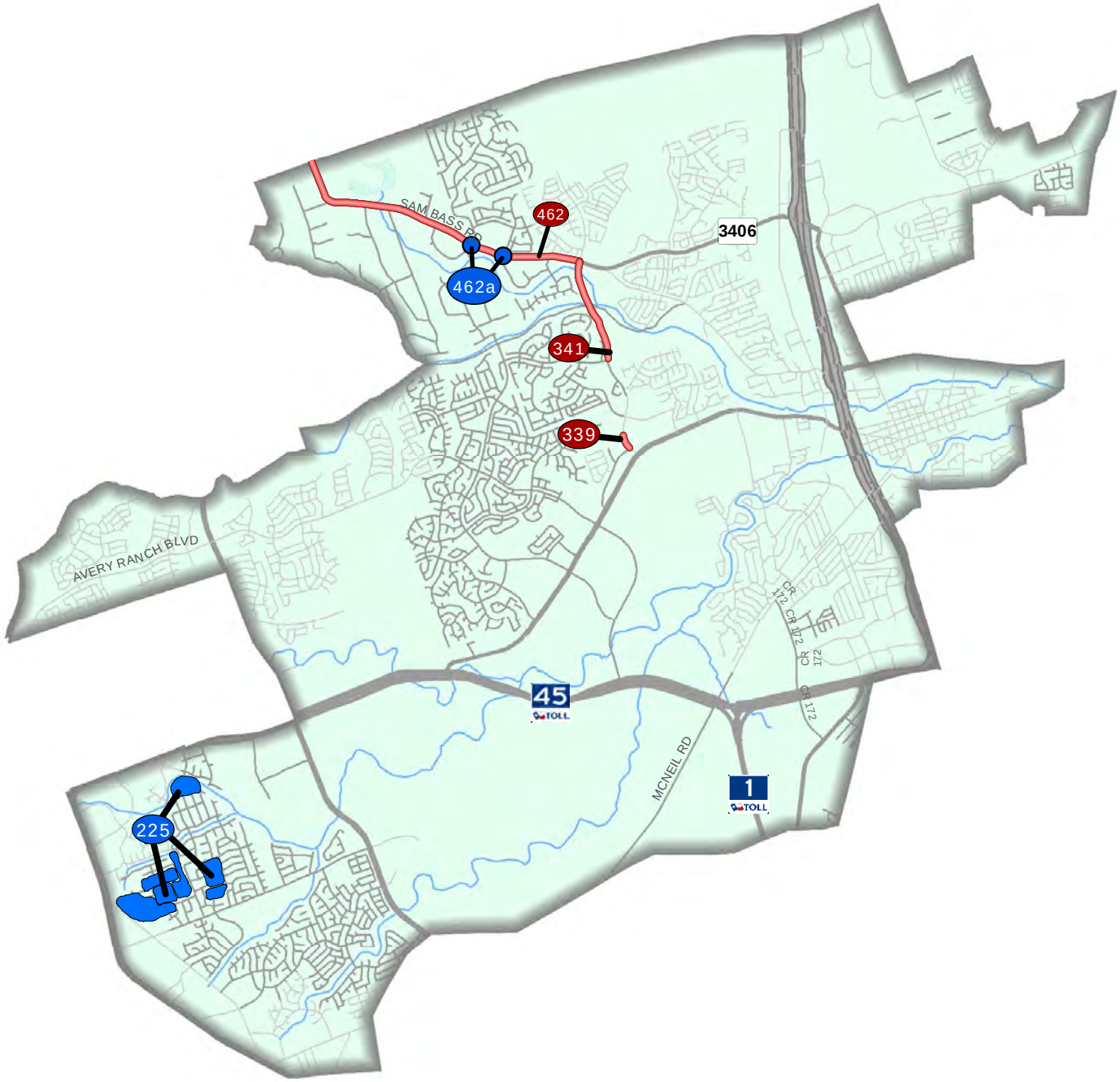
Under Construction/Bidding

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)
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
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
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

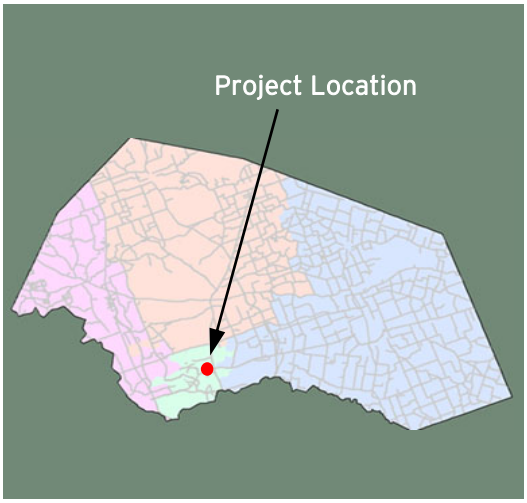
462a Corridor H/Sam Bass Road Interim Traffic Signals

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 - December 2020
Estimated Construction Cost: $10.9 Million

OCTOBER 2020 IN REVIEW

10/09/2020: Capital Excavation graded, formed and poured sidewalk and curb ramps at the south end of the project. Detectable warning pavers were placed in curb ramps at the Paloma Drive and Oakmont Drive intersections. Subcontractor Capstar Electric poured flowable fill for illumination foundations at the north and south ends of the project. Placement of pull tape inside the illumination conduits continued.

10/16/2020: The abandoned section of Oakmont Drive at the north end of the project was obliterated. Roadway excavation for north end tie-ins began. Capstar Electric installed ground boxes at both ends of the project. Subcontractor Flasher set up detour and closed Oakmont Drive at the north end of the project for Phase II construction of the roadway tie-ins.

10/23/2020: Embankment was placed on the new alignment of Oakmont Drive and at the north end of the project. Driveway 4 was excavated, and grading began for the sidewalk on the north end of the project.

10/30/2020: The Contractor placed the geogrid and began placing the first course of flexible base on the north end of the project.

Design Engineer: LJA Engineering
Contractor: Capital Excavation
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

HNTB

North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)
Project No. 1810-265

Original Contract Price = $10,775,835.75

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
11/14/2018	12/4/2018	1/18/2019	1/28/2019			410	0	410

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/28/2019	1/31/2019	4	$523,139.40	$523,139.40	$58,126.60	$58,126.60	5	1
2	2/1/2019	2/28/2019	28	$2,584.80	$525,724.20	$287.20	$58,413.80	5	8
3	3/1/2019	4/30/2019	61	$102,281.40	$628,005.60	$11,364.60	$69,778.40	6	23
4	5/1/2019	5/31/2019	31	$593,318.74	$1,221,324.34	$65,924.30	$135,702.70	12	30
5	6/1/2019	6/30/2019	30	$188,661.93	$1,409,986.27	$20,962.44	$156,665.14	14	38
6	7/1/2019	7/31/2019	31	$590,007.31	$1,999,993.58	$65,556.37	$222,221.51	20	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	51	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	66	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	2/28/2020	28	$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	72	104
15	4/1/2020	4/30/2020	30	$395,476.16	$7,489,752.22	$43,941.79	$832,194.69	76	112
16	5/1/2020	5/31/2020	31	$277,797.27	$7,767,549.49	$30,866.36	$863,061.05	79	119
17	6/1/2020	6/30/2020	30	$385,340.38	$8,152,889.87	$42,815.60	$905,876.65	83	127
18	7/1/2020	7/31/2020	31	$418,604.43	$8,571,494.30	$46,511.61	$952,388.26	87	134
19	8/1/2020	8/31/2020	31	$202,731.51	$8,774,225.81	$22,525.72	$974,913.98	90	142
20	9/1/2020	9/30/2020	30	$117,670.32	$8,891,896.13	$13,074.48	$987,988.46	91	149
21	10/1/2020	10/31/2020	31	$305,827.52	$9,197,723.65	$33,980.83	$1,021,969.29	94	157

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	$24,898.11	$ 24,898.11

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.

Change Order Number	Approved	Cost This CO	Total COs
3	10/6/2020	$67,872.45	$ 92,770.56

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for adding electronic portable changeable message boards to provide advance notification of the closure of North Mays, from Jeffery Way to Paloma Drive. The Change Order also adds compensation for the removal of the City of Round Rock Public Safety Training Center sign. Electrical ground boxes and installation of illumination on the Chandler Branch bridge will be added at the request of Oncor.

Change Order Number	Approved	Cost This CO	Total COs
4	10/6/2020	$21,002.40	$ 113,772.96

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a 24” encasement to the relocation of the new City of Round Rock 12” Water Line A that crosses the roadway at the north end of the project. The installation of the water line was included in the plans, but the encasement was not. The encasement is required to protect the water line under the roadway.

Adjusted Price = $10,889,608.71

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 Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
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

10/30/2020 Comments - Substantial Completion was granted as of 6/18/20. Final connections have been made and the punchlist has been completed. The Cerificate of Completion is being reviewed.

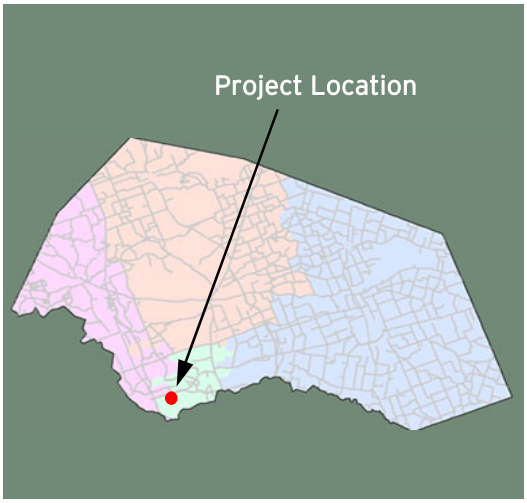
Change Order Number	Approved	Cost This CO	Total COs
01	6/2/2020	$30,099.11	$ 30,099.11

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

OCTOBER 2020 IN REVIEW

10/09/2020: DeNucci Constructors completed the installation of the 8" City of Austin (COA) water line "A" on Springvale in the Shady Oaks Zone. The COA water line was connected to water services in the Sherbourne zone. Drop inlet aprons, rip rap, and driveways were poured on Braes Valley Street.

10/16/2020: Excavation began on the water line bore pit at the Woodvale channel on Springvale in the Shady Oaks Zone. The installation of the 24" RCP storm sewer line pipe and drop inlet across Chester Forest was completed in the Sherbourne zone. Subcontractor JA Road Boring began boring across the Woodvale Channel in the Shady Oaks zone.

10/23/2020: The Contractor continued installing the 8" COA water line on Newberry Street and completed the bore of the 18" casing at the Woodvale channel. COA water line connections continued. Subcontractor AAR removed existing COA asbestos water line on Broadmeade, Shady Oaks, and Barryknoll in the Norchester zone and on Longvale in the Shady Oaks zone.

10/30/2020: The Contractor continued installing the 8" COA water line on Newberry Street. The installation of the 4'x3' box culvert and drop inlets continued across Stillforest in the Norchester Zone.

Design Engineer: K. Friese & Associates
Contractor: DeNucci Contractors
Construction Observation:
Tracy Cooper, 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 Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
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	$312,289.20	$474,660.90	$34,698.80	$52,740.10	11	9
3	8/1/2020	8/31/2020	31	$290,125.80	$764,786.70	$32,236.20	$84,976.30	18	14
4	9/1/2020	9/30/2020	30	$287,032.05	$1,051,818.75	$31,892.45	$116,868.75	24	19

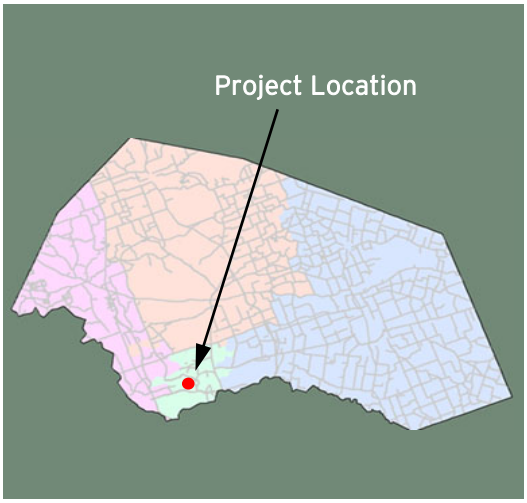
Change Order Number	Approved	Cost This CO	Total COs
01	10/6/2020	$22,353.00	$ 22,353.00

2E: Differing Site Conditions(unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order makes various changes to the City of Austin (COA) water line layout on Perthshire Street and Broadmeade Avenue in the Braes Valley Zone. 4B: Third Party Accommodation. Third Party requesed work. The cost of this change order is being paid for by the City of Austin and they have reviewed and approved this revision and additional cost.

Change Order Number	Approved	Cost This CO	Total COs
02	10/6/2020	$5,019.92	$ 27,372.92

3F: County Convenience. Additional work desired by the County. This Change Order modifies the grate elevation of an existing drop inlet and regrades the ditches to improve drainage at 9615 Moorberry Street. The drop inlet was installed in a previous Forest North drainage improvement project.

Adjusted Price = $4,820,431.07



O'Connor Traffic Signals
(Morgan Hill, Great Oaks, and Liberty Walk Intersections)

Project Length: .1 miles
Roadway Classification: Residential Intersections

Project Schedule: October 2019 - January 2021
Estimated Construction Cost: $0.9 Million

OCTOBER 2020 IN REVIEW

10/09/2020: Champion Infrastructure continued forming and placing concrete for sidewalk at the northwest corner of the Liberty Walk intersection. Excavation and forming the controller pad at the northwest corner of the Liberty Walk intersection began. Design changes are ongoing, in response to differing site conditions at Liberty Walk and Great Oaks intersections.

10/16/2020: The Contractor completed placing sidewalk and the controller pad at the Liberty Walk intersection. Discovery of utilities and removal of curbs and sidewalks at Great Oaks intersection began.

10/23/2020: The Contractor completed installing conduits across existing roads at Great Oaks intersection. Installation of conduits began behind the curbs.

10/30/2020: The Contractor continued installing conduits behind curbs at the Great Oaks intersection and began replacing curb and gutter. Excavation for the controller pad began at the Great Oaks intersection.

Design Engineer: Kimley-Horn
Contractor: Champion Infrastructure
Construction Observation:
Clayton Weber / Feng Chen, 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 Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	6/1/2020	6/30/2020	30	$91,850.40	$91,850.40	$10,205.60	$10,205.60	11	14
2	7/1/2020	7/31/2020	31	$56,002.50	$147,852.90	$6,222.50	$16,428.10	18	29
3	8/1/2020	8/31/2020	31	$80,984.74	$228,837.64	$8,998.30	$25,426.40	28	44
4	9/1/2020	9/30/2020	30	$41,649.50	$270,487.14	$4,627.73	$30,054.13	33	58
5	10/1/2020	10/31/2020	31	$78,278.28	$348,765.42	$8,697.59	$38,751.72	43	73

Change Order Number	Approved	Cost This CO	Total COs
01	9/29/2020	$19,683.04	$ 19,683.04

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order adds a new item to compensate the Contractor for extra work to install conduit crossings via open-cut method and to repair storm sewer pipes that were damaged while attempting directional drilling. This Change Order also subtracts bid quantities for conduit items that will not be used at Liberty Walk intersection after switching to open-cut method.

Change Order Number	Approved	Cost This CO	Total COs
02	10/6/2020	$33,656.00	$ 53,339.04

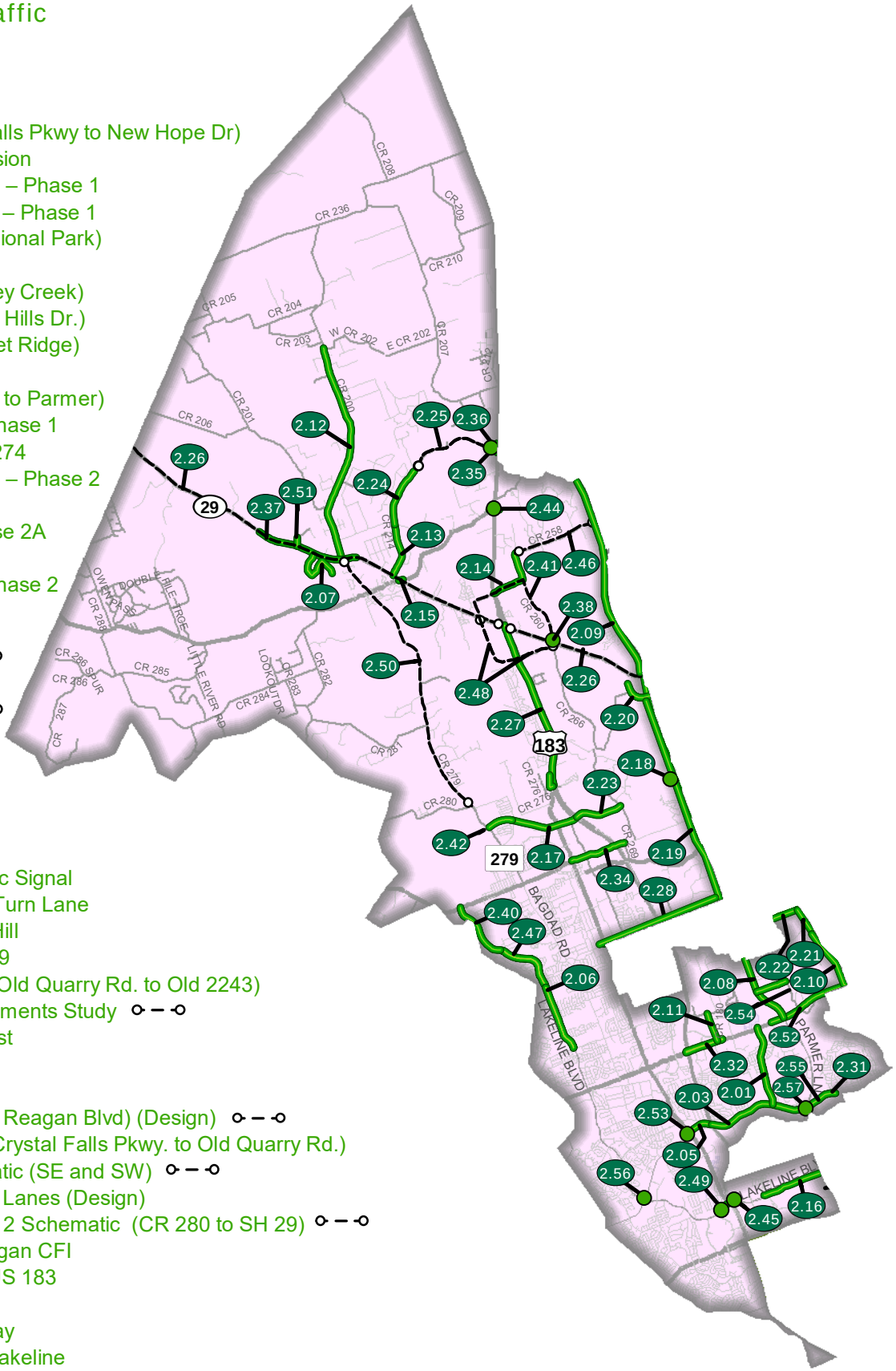
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order changes the method of construction from directional boring to open trenching for the installation of conduits under the existing roadway for the signals at the intersection of O'Connor Drive and Great Oaks Drive. This change in the method of construction was necessary due to the location of existing utilities within the right of way and in the roadway. To accommodate the open cut trench method, the designer changed the conduit from 2 - 3" and 1 - 2" conduits to 4 - 2" conduits. The conduit run equals approximately 300 feet and this change order adds an additional 2" run to the project, totalling 1200 linear feet. This Change Order also adds a new Force Account item to pay for off-duty police officers and vehicles for traffic control during open trenching operations at the Great Oaks and Morgan Hill intersections.

Adjusted Price = $906,842.54

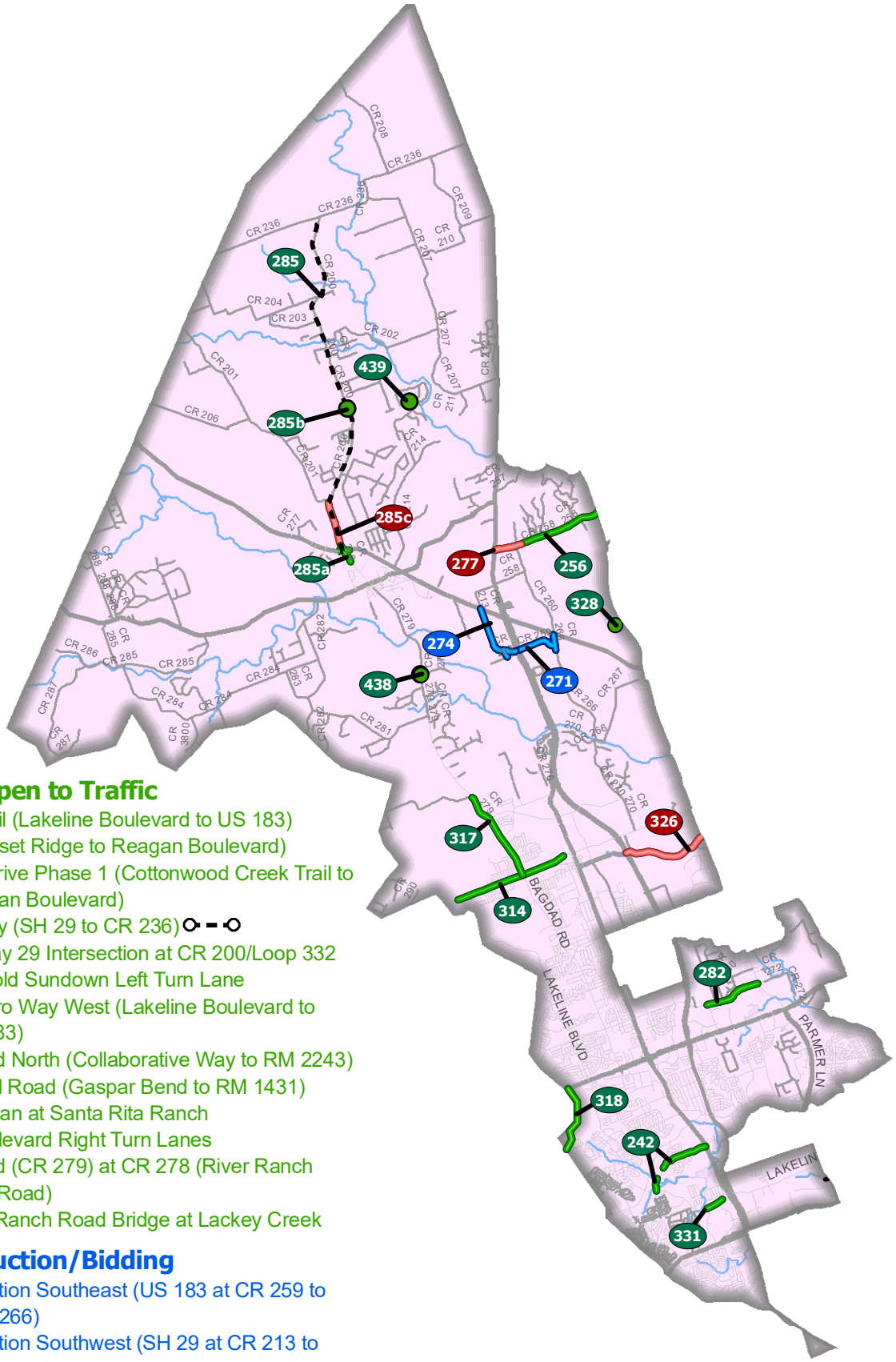
2006 Road Bond Program Projects
Precinct 2 - Commissioner Long

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

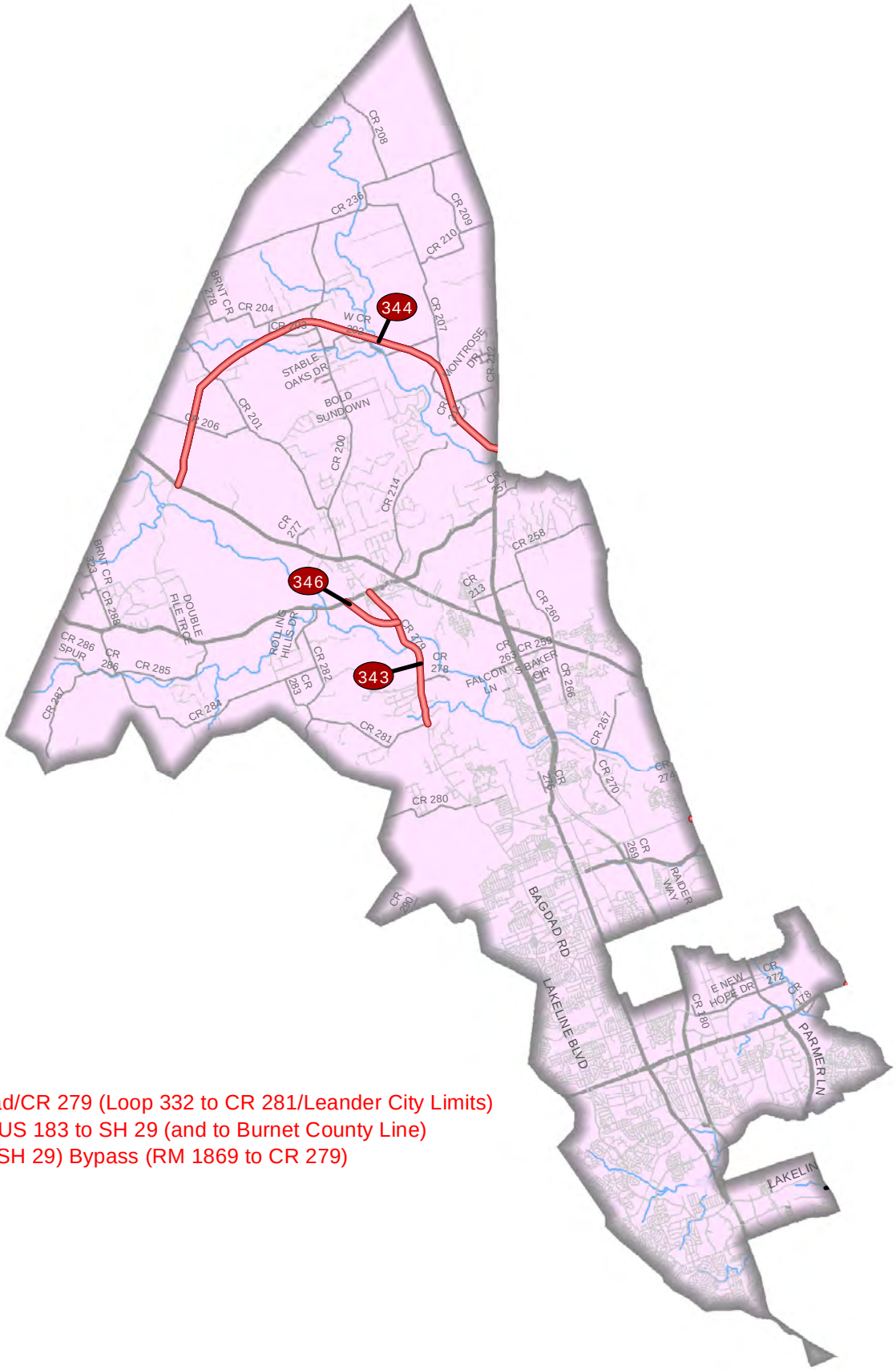
Under Construction/Bidding

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/Leander City Limits)

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
20	7/1/2020	7/31/2020	0	$30,656.69	$2,570,037.99	$3,406.30	$285,559.78	95	99

10/30/2020 Comments - Awaiting grass growth.

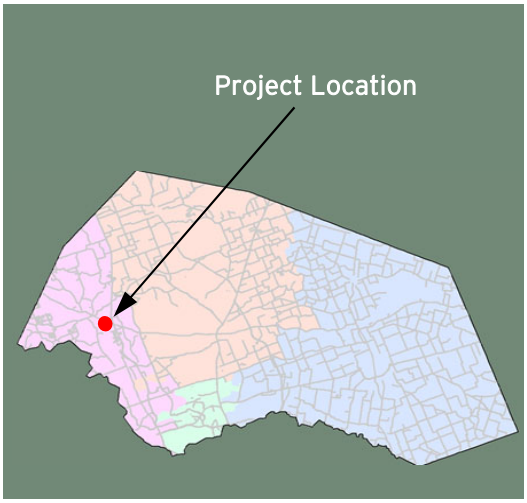
Change Order Number	Approved	Cost This CO	Total COs
01	11/26/2019	$53,416.00	$ 53,416.00

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



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

OCTOBER 2020 IN REVIEW

10/16/2020: Southwest: Jordan Foster completed the subgrade from SH 29 to 600' south of SH 29 and on the SH 29 eastbound turn lane. The first course of flexible base was placed and processed on both sections of land. The excavation for the ditch along the east side of the proposed roadway from SH 29 to 600' south of SH 29 continued. Manhole adjustments were completed. **Southeast:** The Contractor watered the section of the project. Subcontractor ESSI completed to seed, place silt fence, and soil retention blankets between Channel E and CR 266. **US 183 Crossover:** The ROW was mowed. **PEC Pond:** The Contractor continued to build the rock wall in the pond.

10/30/2020: Southwest: The Contractor processed the final course of flexible base from SH 29 to 600' south of SH 29. The excavation for the ditch along the east side of the proposed roadway from SH 29 to 600' south of SH 29 continued. **Southeast:** Subcontractor GK tied the steel for the westbound lane near PEC and the southbound lane on CR 266 at the old CR 259 tie-in in preparation for concrete pavement. The Contractor placed the concrete for the continuous reinforced concrete pavement (CRCP) on the proposed westbound lane near PEC, the southbound lane of CR 266 where old CR 259 used to intersect, and placed safety end treatments at the driveway east of PEC. **PEC Pond:** The Contractor continued to build the rock wall in the pond.

Design Engineer: K Friese and Aguirre & Fields
Contractor: Jordan Foster Construction
Construction Observation:
Steven Shull / Feng Chen, HNTB

Williamson County
Road Bond Program

HNTB

Seward Junction Improvements (SH 29 to CR 266 & CR 259 to SH 29)
Project No. 1812-282

Original Contract Price = $13,270,258.10

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
12/19/2018	3/5/2019	4/22/2019	5/2/2019			540		540

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/2/2019	6/30/2019	60	$1,138,506.71	$1,138,506.71	$126,500.75	$126,500.75	9	11
2	7/1/2019	7/31/2019	31	$900,193.70	$2,038,700.41	$100,021.52	$226,522.27	17	17
3	8/1/2019	8/31/2019	31	$500,440.00	$2,539,140.41	$55,604.44	$282,126.71	21	23
4	9/1/2019	9/30/2019	30	$781,187.35	$3,320,327.76	$86,798.60	$368,925.31	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	42	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
14	7/1/2020	7/31/2020	31	$418,630.14	$10,049,847.45	$22,033.17	$528,939.34	77	85
15	8/1/2020	8/31/2020	31	$266,456.21	$10,316,303.66	$14,024.01	$542,963.35	79	90
16	9/1/2020	9/30/2020	30	$216,227.68	$10,532,531.34	$11,380.40	$554,343.75	81	96
17	10/1/2020	10/31/2020	31	$121,663.91	$10,654,195.25	$6,403.36	$560,747.11	82	102

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	$272,222.65	$ 415,495.47

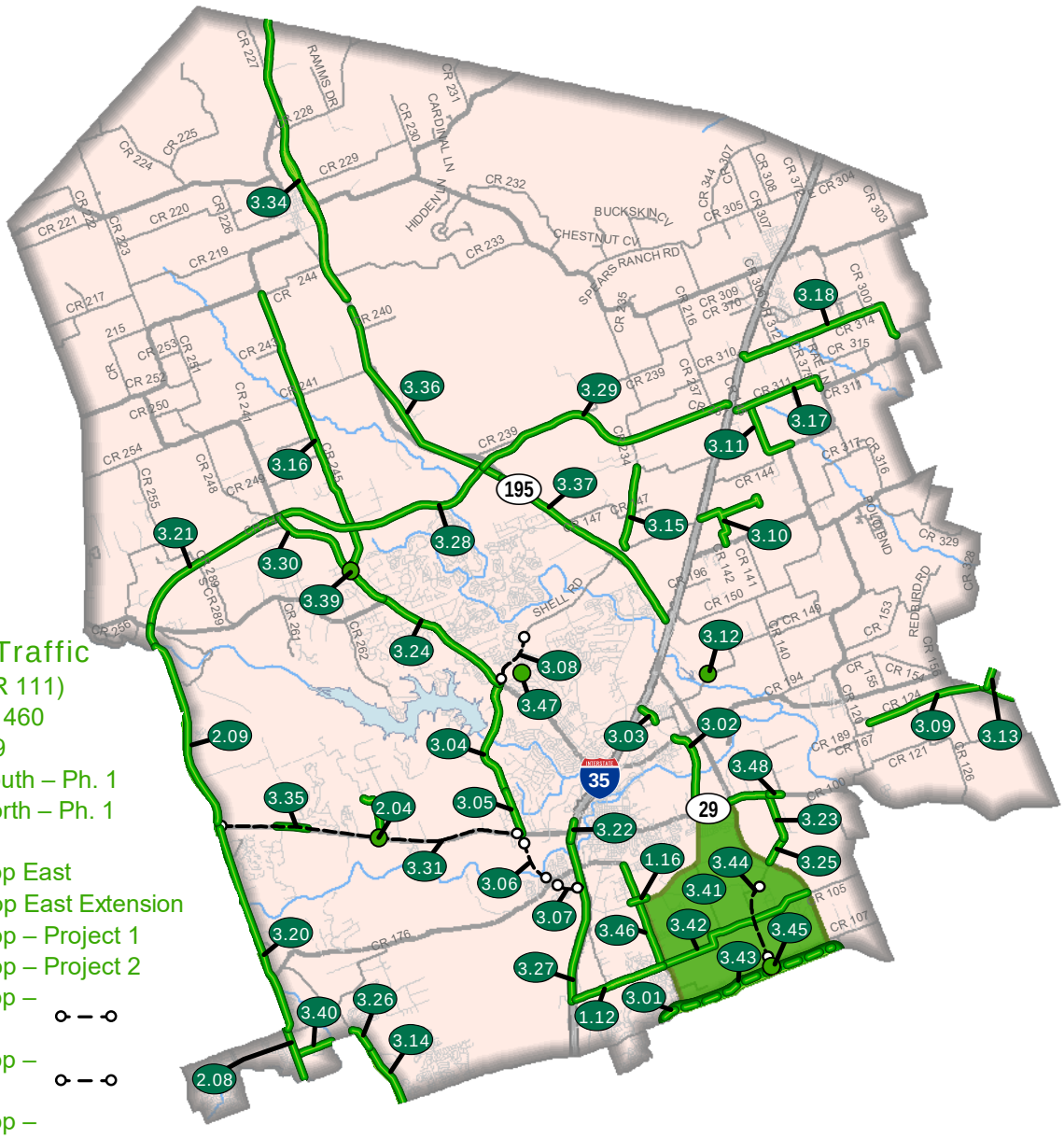
2G: Differing Site Conditions (Unforseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional work to install a new 6" and a new 8" wastewater line, a new 6" water line, and remove an existing wastewater vault that has been abandoned. The installation of 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.

Change Order Number	Approved	Cost This CO	Total COs
06	10/6/2020	$681.04	$ 416,176.51

2C: Differing Site Conditions (unforseable) New development (conditions changing after PS&E completed). This Change Order adds the latest Guardrail End Treatment (MSKT) standard to the contract. 2E: Differeing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds work to extend a storm sewer pipe, revises the slope on some SET's from 4:1 to 3:1 (RFI 28), due to a change in the PGL of the roadway. A pipe underdrain system was added to the contract to address groundwater encountered during construction of the roadway (RFI #29). Construction Exit items that were not used on the project were deleted from the contract. This Change Order is for work in the Southeast portion of the project.

Adjusted Price = $13,686,434.61

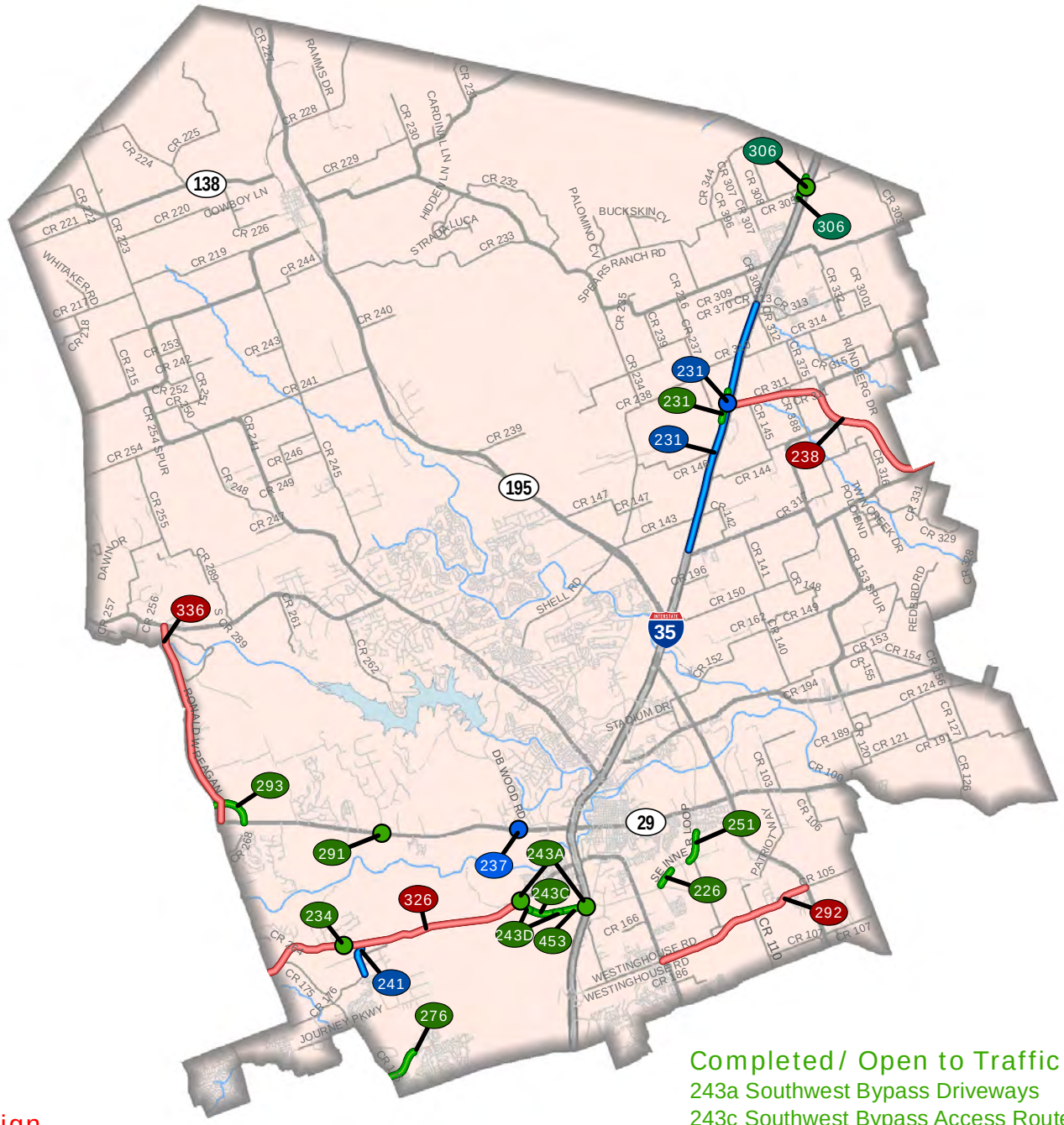
2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey



Completed / Open to Traffic

1.12 Westinghouse Rd. (CR 111)
1.16 SE Inner Loop at FM 1460
2.04 Cedar Hollow at SH 29
2.08 Ronald W. Reagan South – Ph. 1
2.09 Ronald W. Reagan North – Ph. 1
3.01 FM 1460 to CR 110
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop – Project 1
3.05 Georgetown Inner Loop – Project 2
3.06 Georgetown Inner Loop – Project 3 Study
3.07 Georgetown Inner Loop – Project 4 Study
3.08 Georgetown Inner Loop – Project 5 Study
3.09 CR 124
3.10 CR 142
3.11 CR 145
3.12 CR 152 Bridge Replacement
3.13 CR 157
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.20 Ronald W. Reagan South - Phase 2
3.21 Ronald W. Reagan North - Phase 2
3.22 IH-35 at SH 29 Turnarounds (PTF)
3.48 SH 29 Widening - 12" Water Main Relocation
3.23 SH 29/CR 104 – Phase 1
3.24 Williams Drive (RM 2338)
3.25 CR 104 – Phase 2
3.26 CR 175 Extension - Phase 2A
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.31 SH 29 Improvements Study & Schematic
3.34 SH 195 Project 1
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (design)
3.43 University Blvd. (Chandler Rd) Expansion (Design)
3.44 CR 110 North (North of CR 107 to North of Sam Houston) (Design)
3.45 CR 110 Middle (North of Limmer Loop to CR 107)
3.46 FM 1460 North
3.47 Madrid Drive Extension

2013 Road Bond Program Projects
Precinct 3 - Commissioner Covey



In Design

238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
292 CR 111 / CR 105 Westinghouse (FM 1460 to SH 130)
326 RM 2243 Realignment (183A to Southwest Bypass)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

Under Construction/Bidding

231 IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
231 Ronald Reagan Boulevard at IH 35 Bridge Replacemen
237 SH 29 at DB Wood (Intersection Improvements)
241 CR 176 at RM 2243 Intersection (Safety Improvements)

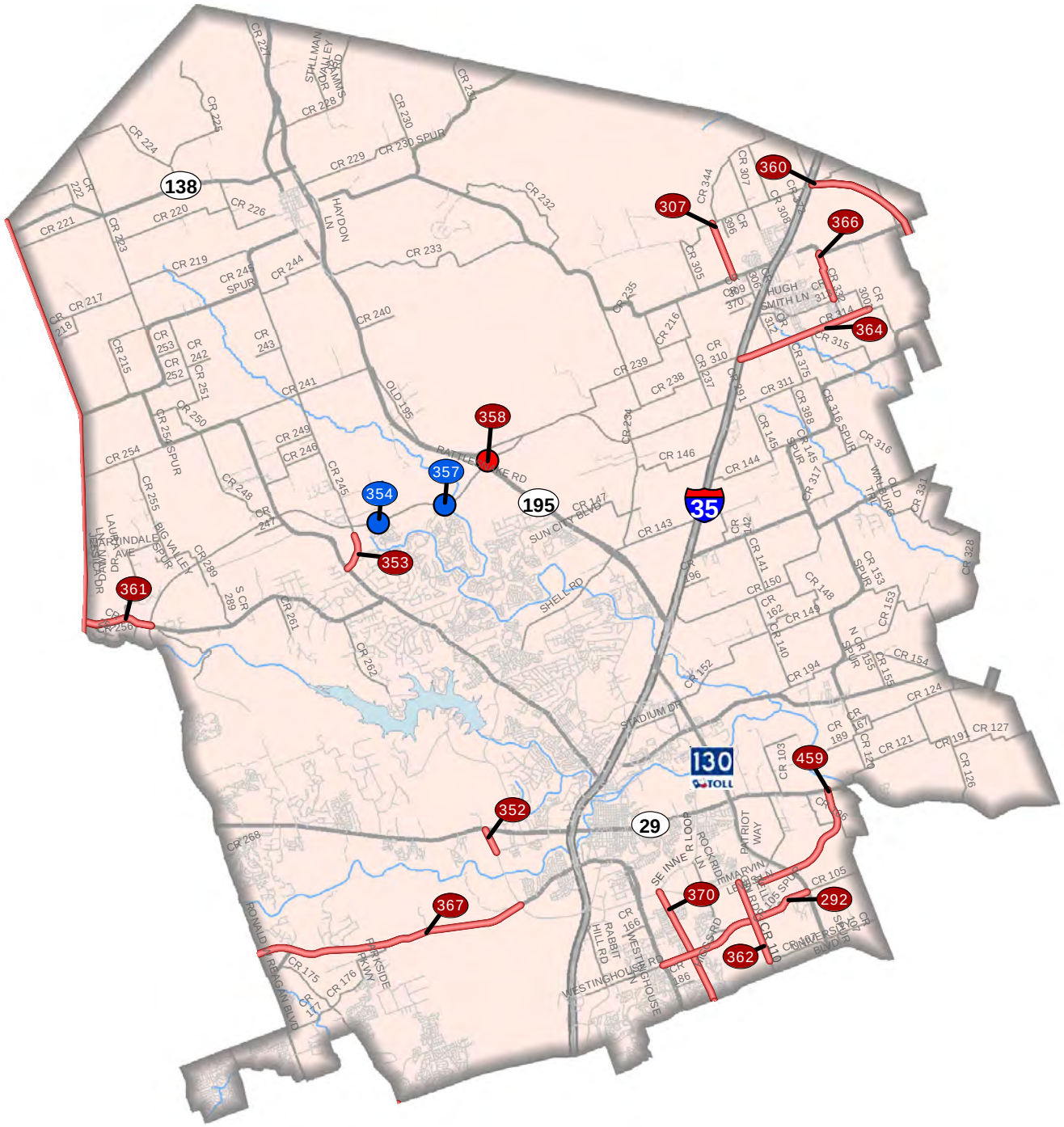
Completed/ Open to Traffic

226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)
231 Relocation of 48" Williamson County Regional Raw Waterline - Line B
234 RM 2243 at Escalera Parkway (Intersection Improvements)

Completed/ Open to Traffic (con't)

243a Southwest Bypass Driveways
243c Southwest Bypass Access Route
243d Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
251 Inner Loop Safety Improvements (Belmont Drive to Rockride Lane)
276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
291 SH 29 at Cedar Hollow (Intersection Improvements)
293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
306 CR 305 at IH 35 Bridge Replacement
306 Relocation of 48" Williamson County Regional Raw Waterline - Line A
453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

2019 Road Bond Program Projects
Precinct 3 - Commissioner Covey

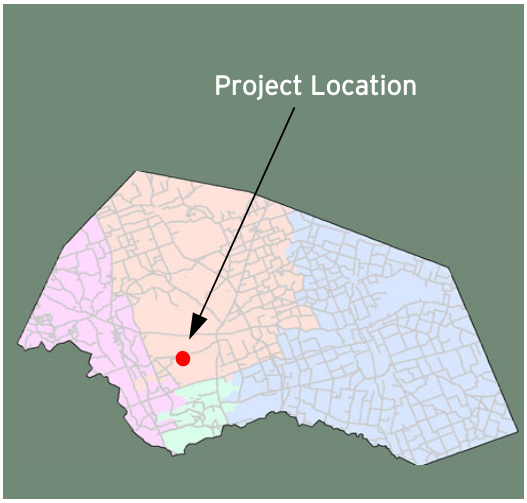


In Design

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)
358 SH 195 at Ronald Reagan Boulevard
360 Corridor E5 (Ronald Reagan Extension/Corridor D to IH 35/CR 305)
361 Corridor I1 (FM 3405) (Ronald Reagan Boulevard to US 183)
362 CR 110 North (CR 107 to Patriot Way/Sam Houston Avenue)
364 CR 314 Safety Improvement (IH 35 Northbound Frontage Rd to East of CR 3001)
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)

Under Construction/Bidding

354 Ronald Reagan at Silver Spur Boulevard
357 Ronald Reagan at Sun City Boulevard



CR 176 at RM 2243

(RM 2243 at Parkside Parkway)

Project Length: 1 Mile
Roadway Classification: Rural Arterial

Project Schedule: August 2019 - October 2020
Estimated Construction Cost: $2.9 Million

OCTOBER 2020 IN REVIEW

10/09/2020: Joe Bland continued forming and pouring the Shared Use Path (SUP). Approximately 1400' of the SUP was poured. Approximately 3400' of the SUP has been completed.

10/16/2020: The Contractor finished forming and pouring the SUP. The forming and pouring of the riprap aprons on the 24"Safety End Treatments was completed on both ends of the project.

10/30/2020: The Contractor mobilized back to backfill the SUP and finish up the project. The Registered Accessibility Specialist (RAS) inspection was completed and passed.

Design Engineer: WSB & Associates
Contractor: Joe Bland Construction
Construction Observation:
Tracy Cooper, HNTB

Williamson County
Road Bond Program

HNTB

CR 176 at RM 2243 (RM 2243 at Parkside Parkway)
Project No. 1901-285

Original Contract Price = $2,447,560.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
1/8/2019	3/26/2019	7/26/2019	8/5/2019			229	60	289

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	9
3	9/1/2019	9/30/2019	30	$256,030.43	$510,939.23	$28,447.83	$56,771.03	19	20
4	10/1/2019	10/31/2019	31	$404,602.62	$915,541.85	$44,955.84	$101,726.87	34	30
5	11/1/2019	11/30/2019	30	$172,401.65	$1,087,943.50	$19,155.74	$120,882.61	41	41
6	12/1/2019	12/31/2019	31	$49,862.16	$1,137,805.66	$5,540.24	$126,422.85	43	52
7	1/1/2020	1/31/2020	31	$4,983.70	$1,142,789.36	$553.75	$126,976.60	43	62
8	2/1/2020	2/29/2020	29	$350,483.90	$1,493,273.26	-$48,383.27	$78,593.33	53	72
9	3/1/2020	3/31/2020	31	$148,264.69	$1,641,537.95	$7,803.40	$86,396.73	58	83
10	4/1/2020	4/30/2020	30	$232,512.45	$1,874,050.40	$12,237.50	$98,634.23	66	93
11	5/1/2020	5/31/2020	31	$20,527.25	$1,894,577.65	$1,080.38	$99,714.61	67	104
12	6/1/2020	6/30/2020	30	$239,695.54	$2,134,273.19	$12,615.56	$112,330.17	76	115
13	7/1/2020	7/31/2020	31	$32,529.38	$2,166,802.57	$1,712.07	$114,042.24	77	125
14	8/1/2020	8/31/2020	31	$40,322.75	$2,207,125.32	$2,122.25	$116,164.49	78	136
15	9/1/2020	9/30/2020	30	$162,165.00	$2,369,290.32	$8,535.00	$124,699.49	84	146
16	10/1/2020	10/31/2020	31	$227,976.42	$2,597,266.74	$11,998.76	$136,698.25	92	157

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Change Order Number	Approved	Cost This CO	Total COs
01	12/17/2019	$208,869.67	$ 208,869.67

4B: Third Party Accommodation. Third party requested work. This Change Order adds relocation of the existing Brushy Creek Municipal Utility District (BCMUD) water line along CR 176 and revises the City of Georgetown water line relocations on the project.

Change Order Number	Approved	Cost This CO	Total COs
02	6/16/2020	$63,776.63	$ 272,646.30

3F: County Convenience. Additional work desired by the County. This Change Order adds various items of work to the contract, including: removal of an existing driveway, a mail box turnout, a pedestrian curb ramp, wire mesh fencing and gates, realigns a ditch to improve drainage, widens driveway radii, water pumping, storm sewer pipe and safety end treatments at a driveway and milling of asphalt on RM 2243. 2E: County Convenience. Differing site conditions. Miscellaneous difference in site condition (unforeseeable). This change order compensates the contractor for work necessary to find the existing cave and removes a driveway along RM 2243 that was constructed before the job started and not addressed in the plans.

Change Order Number	Approved	Cost This CO	Total COs
03	8/4/2020	($204,858.75)	$ 67,787.55

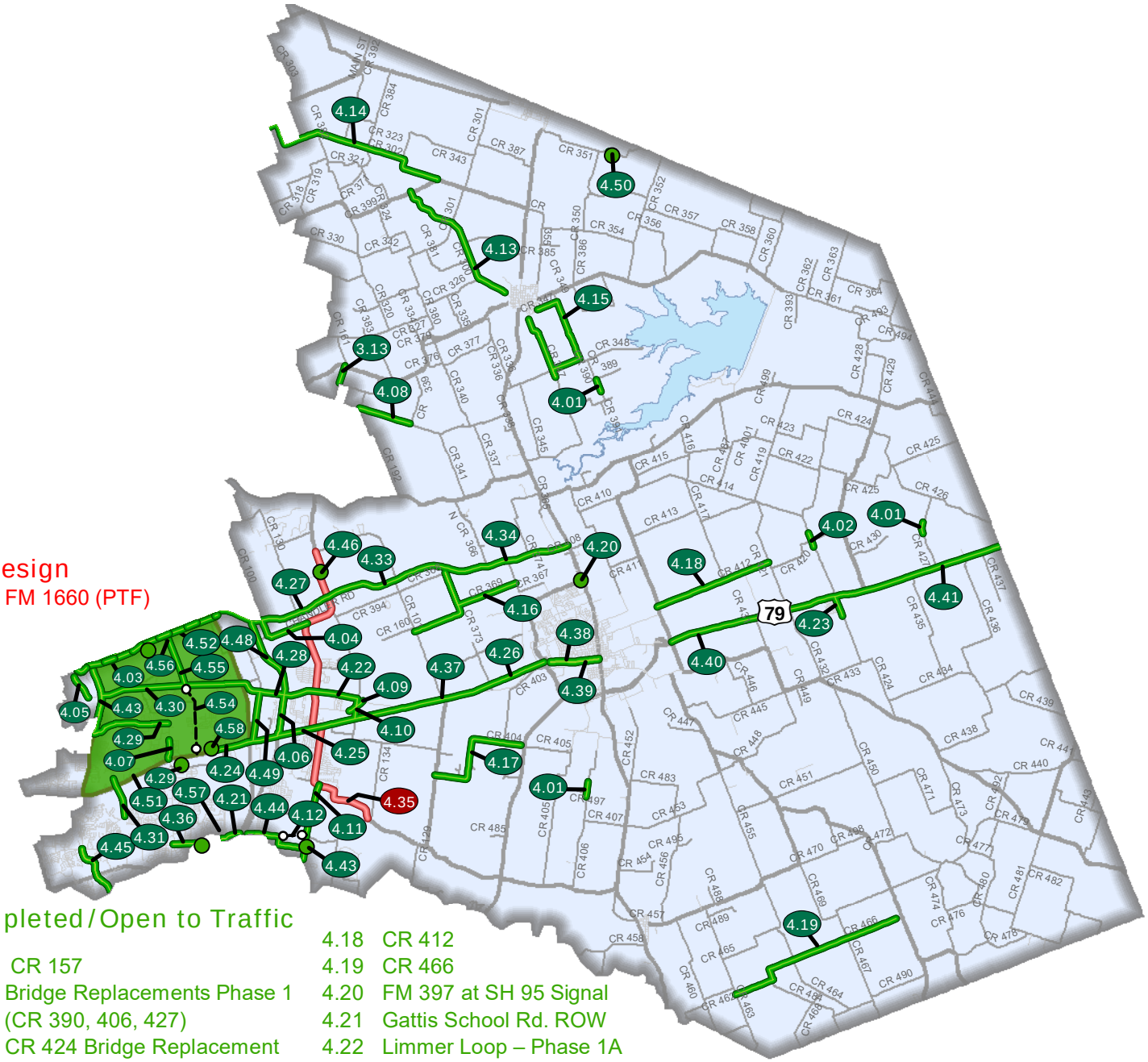
2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforseeable). This Change Order deletes the quantity for Item 162 Mulch Topdressing and Items 260 related to the Lime Treated Subgrade. The Contractor was able to salvage high quality topsoil from the project limits and reuse 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



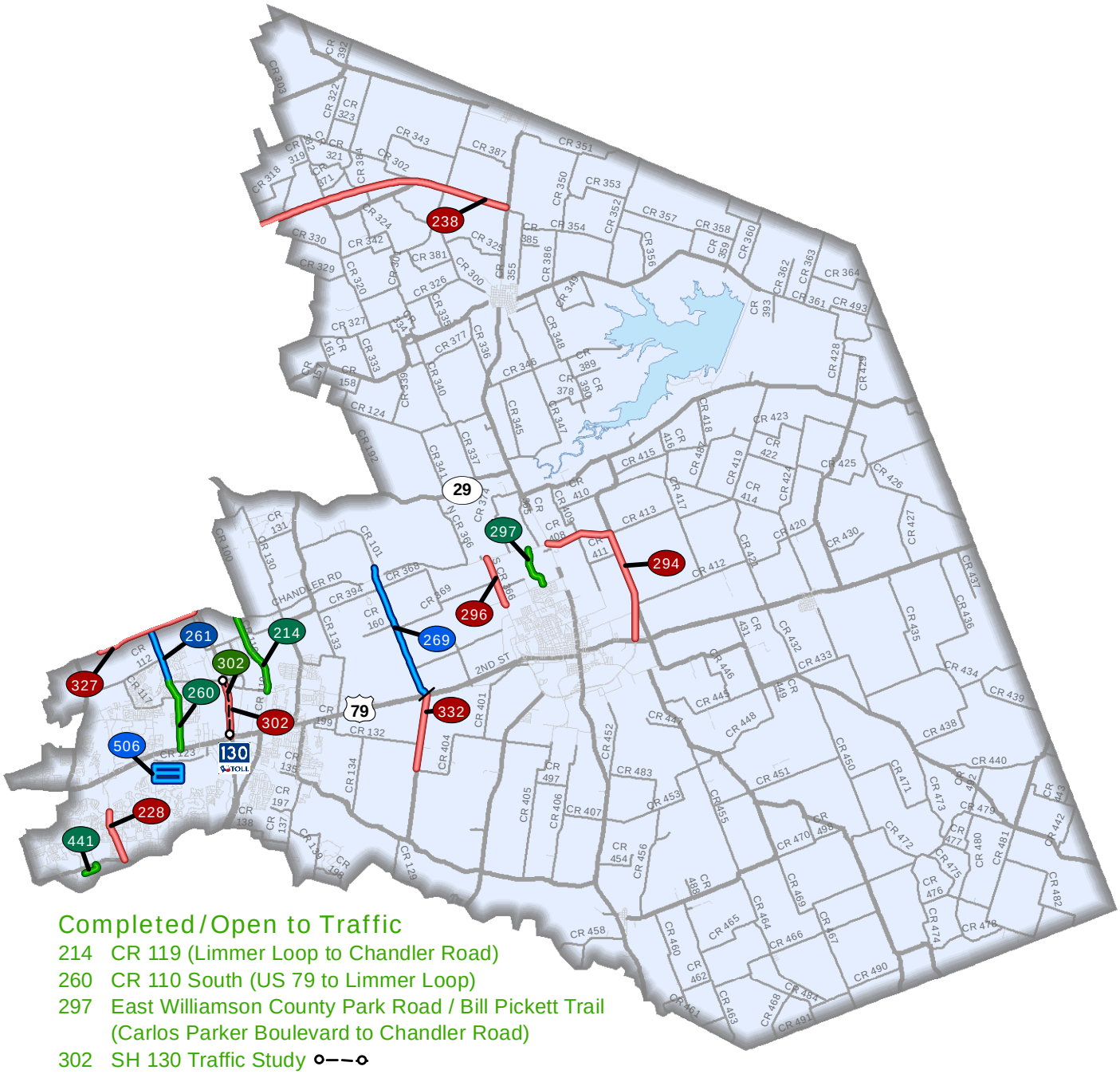
In Design

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 o—–o
441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

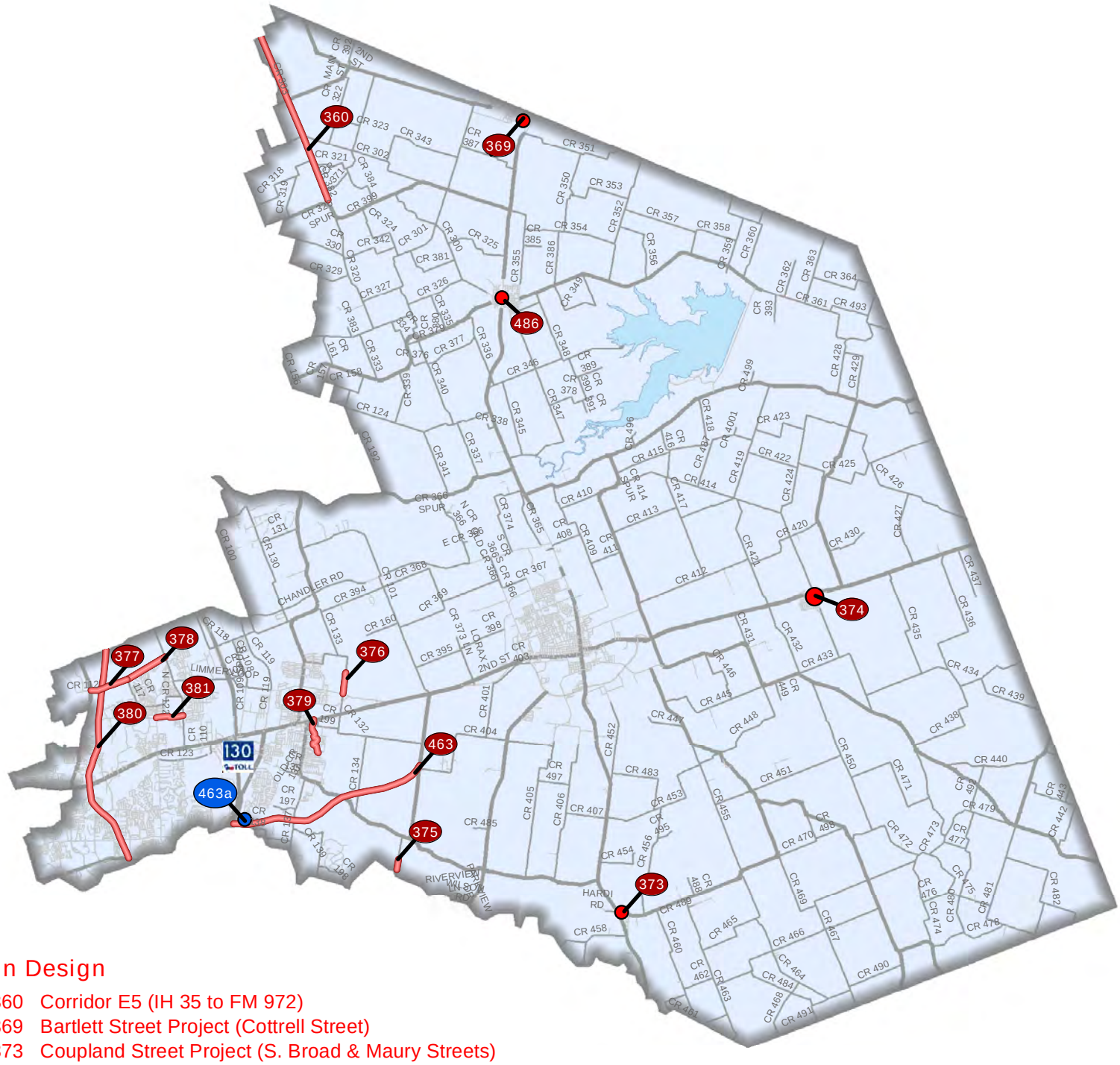
Under Construction/Bidding

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

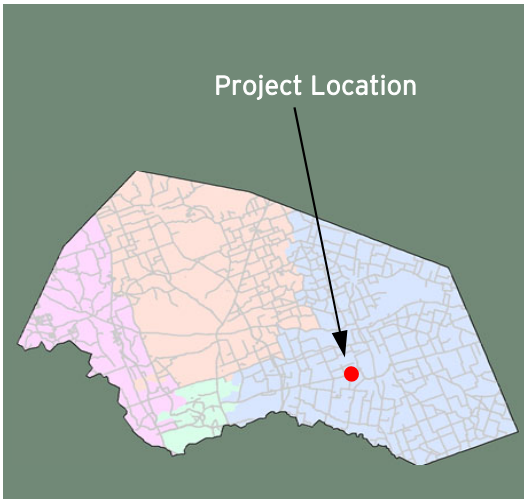


In Design

360 Corridor E5 (IH 35 to FM 972)
369 Bartlett Street Project (Cottrell Street)
373 Coupland Street Project (S. Broad & Maury Streets)
374 Thrall Street Project - N Bounds Street
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)
379 Cottonwood Creek Drainage Improvements
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 Granger Project - Davilla Street Culvert

Under Construction/Bidding

463a Southeast Loop (Corridor E1) Demolition Phase 1



CR 110 Middle
(Limmer Loop to CR 107)

Project Length: 2.2 Miles
Roadway Classification: Urban Arterial

Project Schedule: May 2019 -November 2020
Estimated Construction Cost: $9.0 Million

OCTOBER 2020 IN REVIEW

10/09/2020: Flexible base was graded for the northbound half of CR 110. The house and barn on the north end of project were removed. Subcontractor Elite Concrete placed curb and gutter on the east side from CR 112 to DeSoto Loop South.

10/16/2020: The 16" X 12" tee, valve and 12" PVC pipe were installed for Jonah Water north of CR 112. Subcontractor Texas Materials placed Type B asphalt on CR 110 and placed Type D asphalt from Limmer Loop north.

10/23/2020: The curb, gutter and sidewalk driveway radii were sawcut for placement at DeSoto Loop North, DeSoto Loop South and Toscana Trace. Subcontractor Flasher striped the CR 110 main line from Culvert F to Limmer Loop. Subcontractor Austin Traffic Signal activated all signals at CR 110 and Limmer Loop.

10/30/2020: The new 12" Jonah water line was pressure tested from the north end of project to University Boulevard on the west side and the 16" water line was pressure tested from University Boulevard to Culvert B. Both tests passed. Substantial Completion was requested as of 10/20/20.

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	10/20/2020			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
15	6/25/2020	7/25/2020	31	$410,122.34	$6,115,826.17	$45,569.15	$679,536.27	75	115
16	7/26/2020	8/25/2020	31	$254,747.98	$6,370,574.15	$28,305.33	$707,841.60	78	123
17	8/26/2020	9/23/2020	29	$111,839.18	$6,482,413.33	$12,426.58	$720,268.18	80	130
18	9/24/2020	10/25/2020	32	$962,394.02	$7,444,807.35	-$568,333.33	$151,934.85	84	138

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.

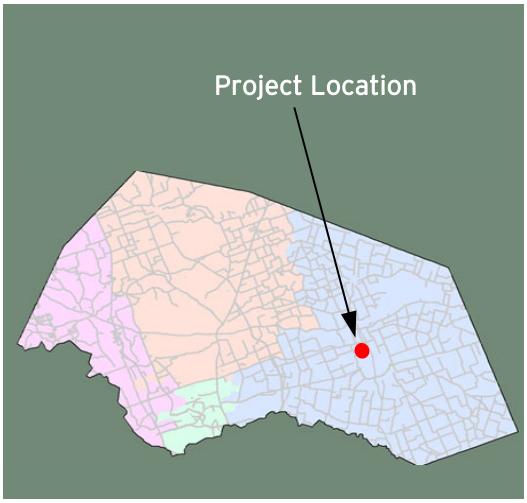
Change Order Number	Approved	Cost This CO	Total COs
02	12/17/2019	$31,881.14	$ 98,172.97

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 - October 2021
Estimated Construction Cost: $13 Million

OCTOBER 2020 IN REVIEW

10/09/2020: James Construction placed concrete for the footing of the bridge class culvert at the North Fork of Mustang Creek. Lime treatment of the subgrade began on the north side of the South Fork of Mustang Creek, going north. The ditches were cut on the east side of the ROW from the south end of the project to the middle section of the project.

10/16/2020: Lime treatment of the subgrade continued. The ditches continued to be cut on the east side of the ROW from the south end of the project to the middle section of the project, and topsoil was hauled off.

10/23/2020: The pipe crew began building the temporary wire wall on the south side of the bridge at the South Fork of Mustang Creek. A structures crew began tying steel and forming for the walls of the bridge class culvert at the North Fork of Mustang Creek, between CR 368 and Chandler Road.

10/30/2020: The temporary wire wall continued to be built on the south side of the bridge at the South Fork of Mustang Creek. The drill shaft extensions for Abutments 1 and 4 were formed and poured, as well as Columns 1-3 on Bent 2 of the bridge at the South Fork of Mustang Creek. Concrete was poured for 3 of the walls on the bridge class culvert at the North Fork of Mustang Creek.

Design Engineer: BGE, Inc.
Contractor: James Construction
Construction Observation:
Kyle McCoy, 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
2	7/26/2020	8/30/2020	36	$2,072,374.48	$2,439,255.91	$230,263.83	$271,028.43	21	10
3	9/1/2020	9/23/2020	23	$66,831.99	$2,506,087.90	$7,425.78	$278,454.21	21	15
4	9/24/2020	10/25/2020	32	$531,044.61	$3,037,132.51	$59,004.96	$337,459.17	26	21

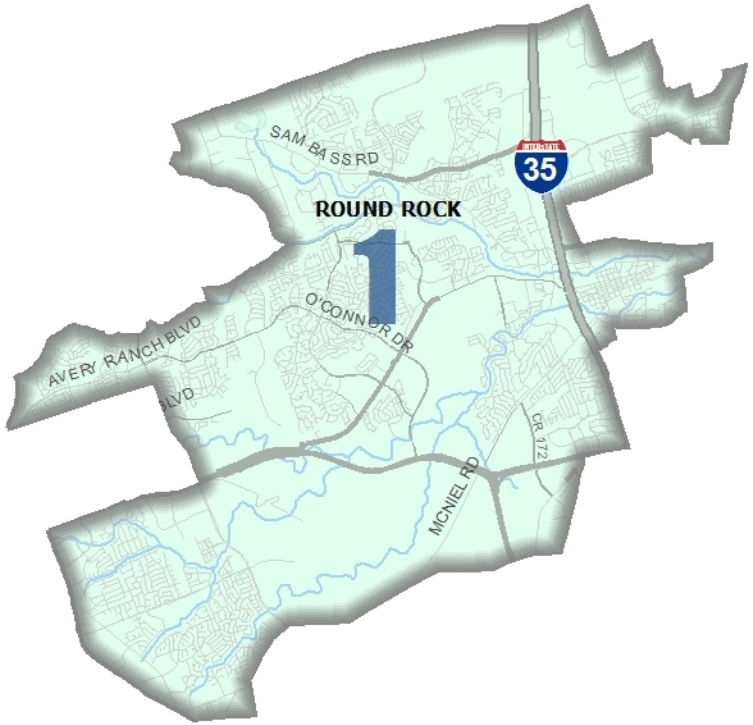
Adjusted Price = $13,092,842.00

Williamson County Commissioners Court

Road Bond Program

November 17, 2020

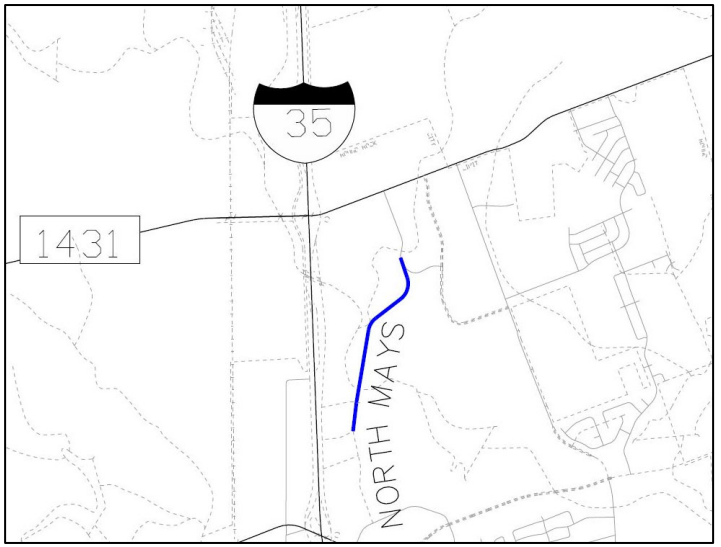
Precinct 1


SAM BASS RD
35
ROUND ROCK
1
O'CONNOR DR
AVERY RANCH BLVD
LVD
CR 172
MCNIEL RD

North Mays Extension
(Paloma Drive to Oakmont Drive)

Anticipated Completion

Fall 2020



Original Contract Price = $10,775,835.75

Total Change Orders to Date = $113,772.96

Adjusted Contract Price = $10,889,608.71

Expenditures to Date = $10,219,692.94 (94%)

North Mays Extension
(Paloma Drive to Oakmont Drive)

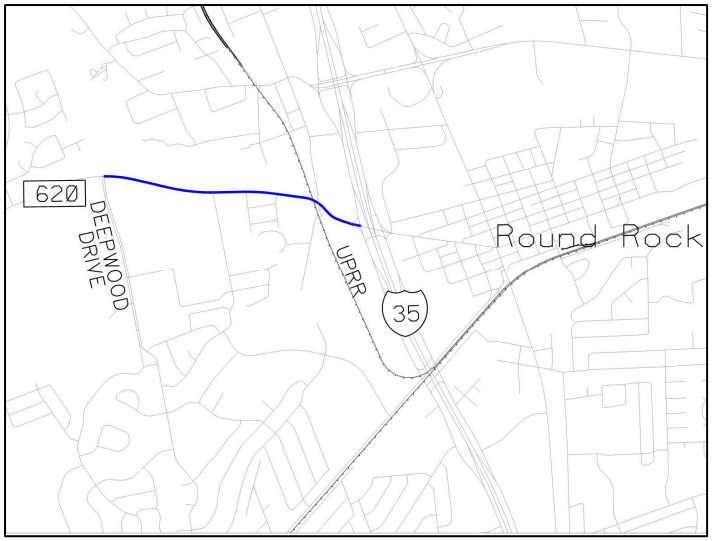
North Mays Extension
(Paloma Drive to Oakmont Drive)

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)

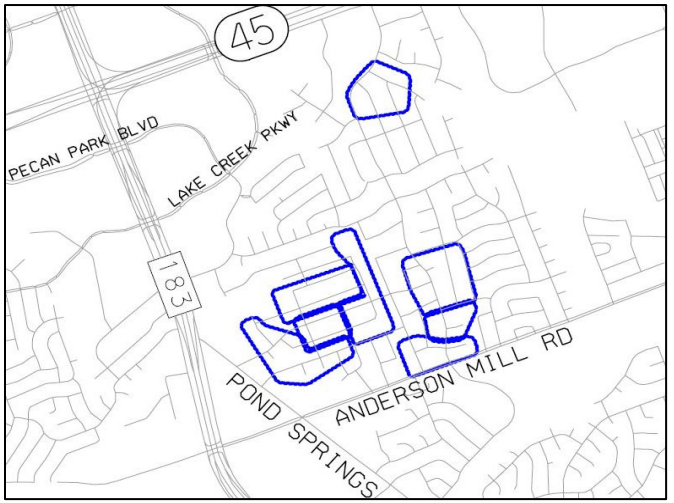
RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

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 = $27,370.92

Adjusted Contract Price = $4,820,429.07

Expenditures to Date = $1,168,687.50 (24%)

Forest North Phase 3
Drainage Improvements

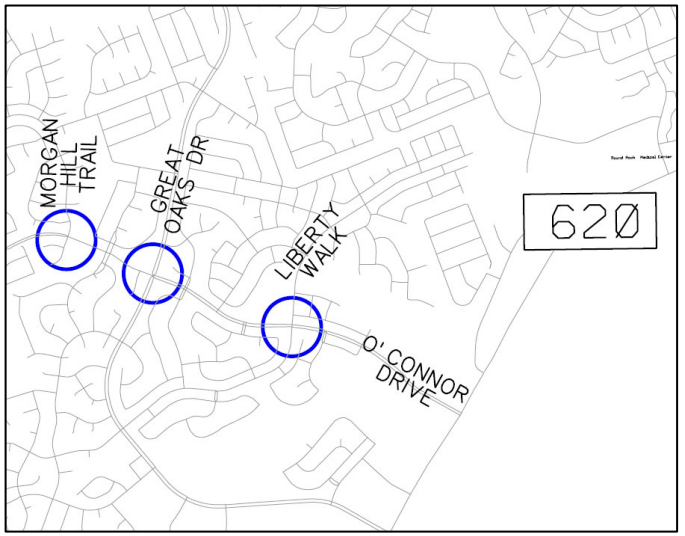
Forest North Phase 3
Drainage Improvements

Forest North Phase 3
Drainage Improvements

O'Connor Traffic Signals (Morgan Hill Trail, Liberty Walk, Great Oaks)

Anticipated Completion

Early 2021



Original Contract Price = $853,503.50

Total Change Orders to Date = $53,339.04

Adjusted Contract Price = $906,842.54

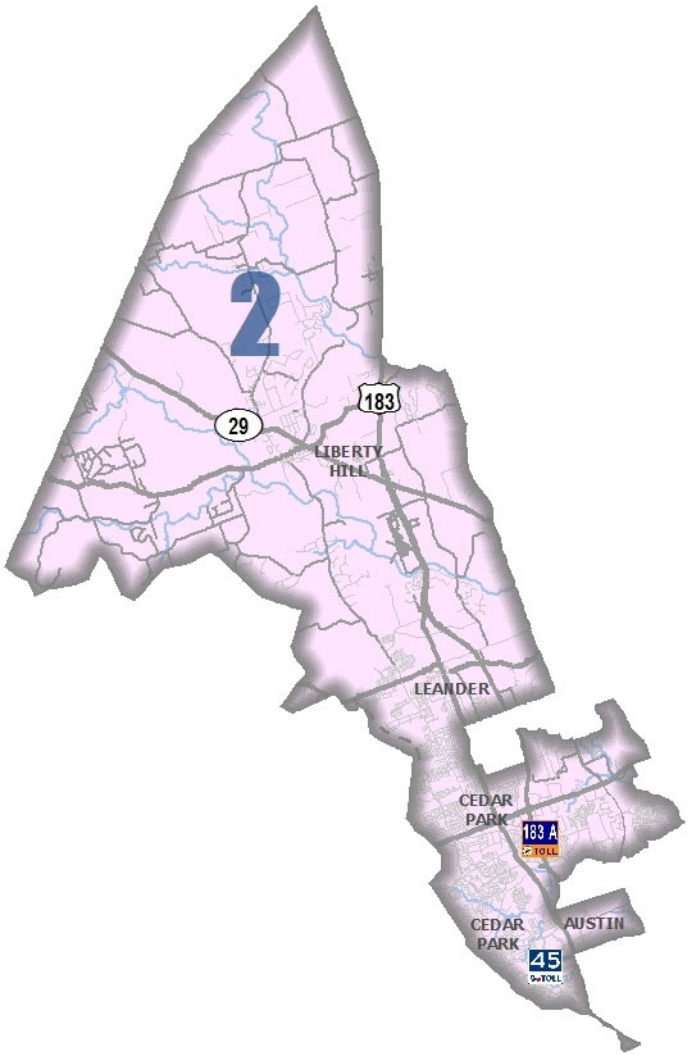
Expenditures to Date = $387,517.14 (43%)

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)

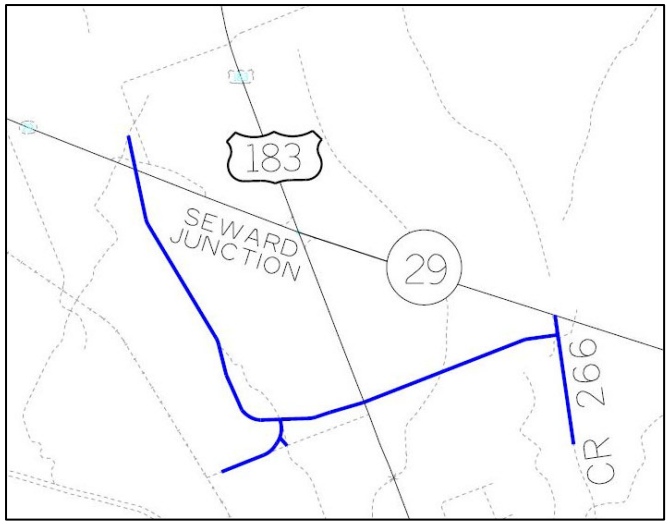
Precinct 2


2
183
29
LIBERTY HILL
LEANDER
CEDAR PARK
183 A
TOLL
CEDAR PARK
AUSTIN
45
TOLL

Seward Junction Improvements

Anticipated Completion

Early 2021



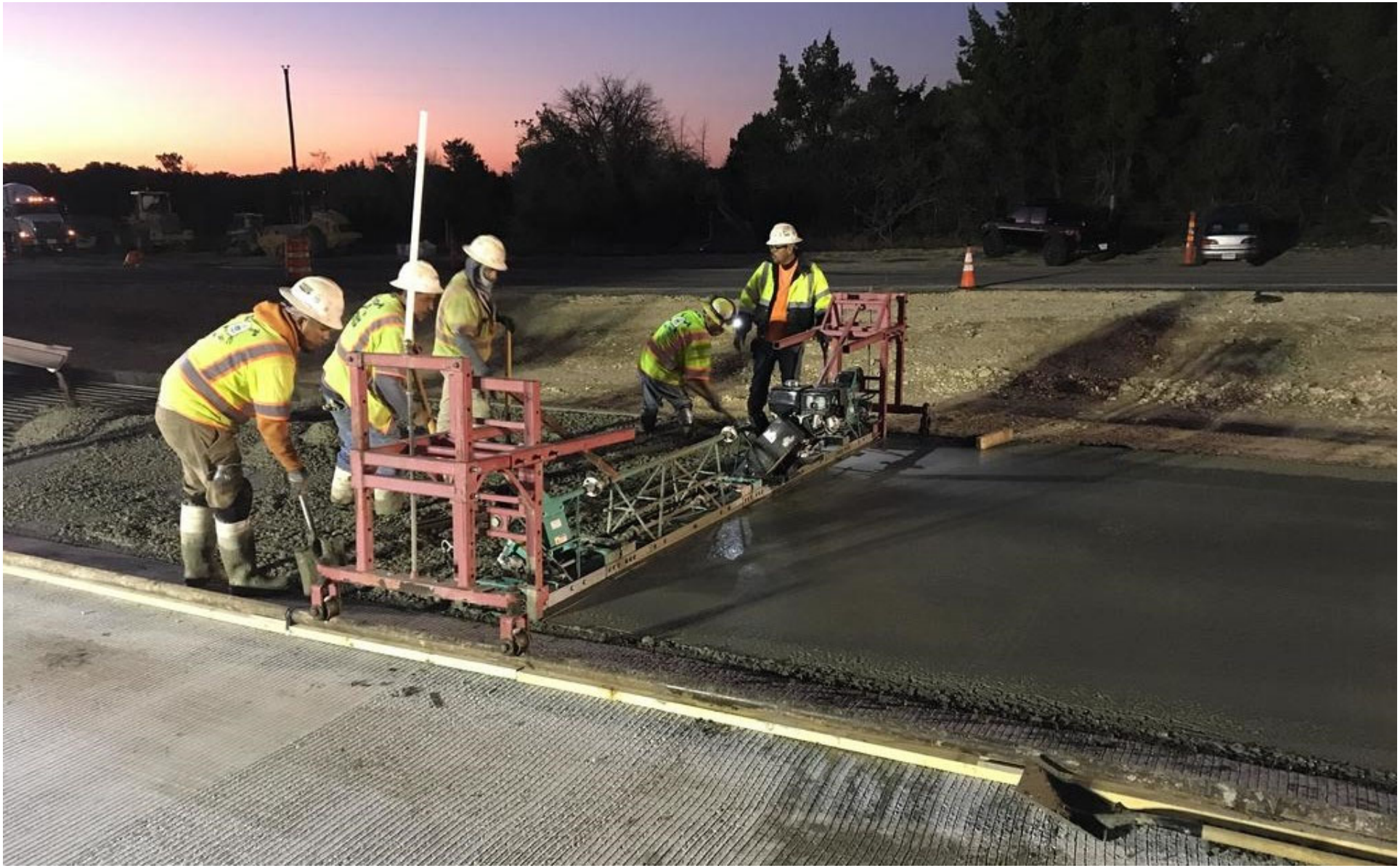
Original Contract Price = $13,270,258.10

Total Change Orders to Date = $416,176.51

Adjusted Contract Price = $13,686,434.61

Expenditures to Date = $11,214,942.38 (82%)

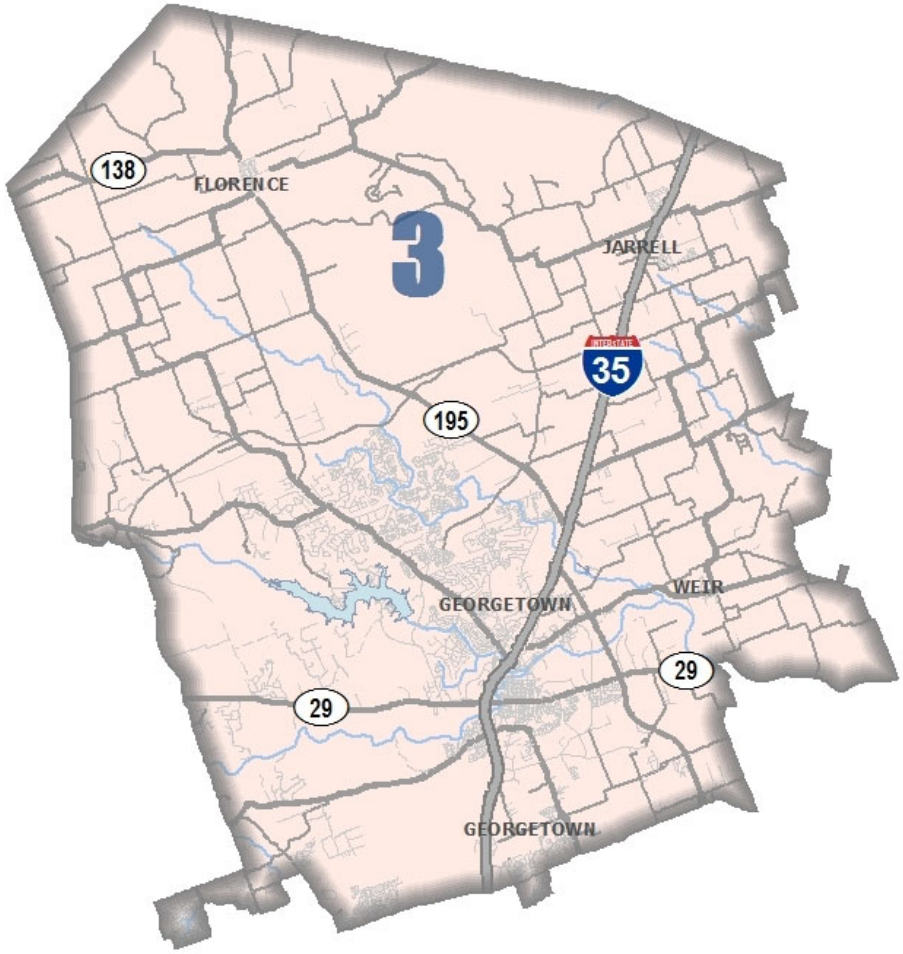
Seward Junction Improvements



Seward Junction Improvements

Seward Junction Improvements

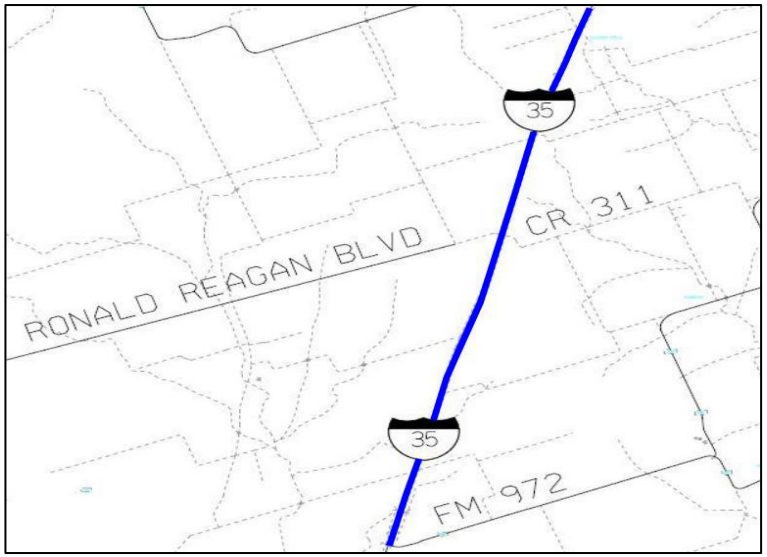
Precinct 3


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

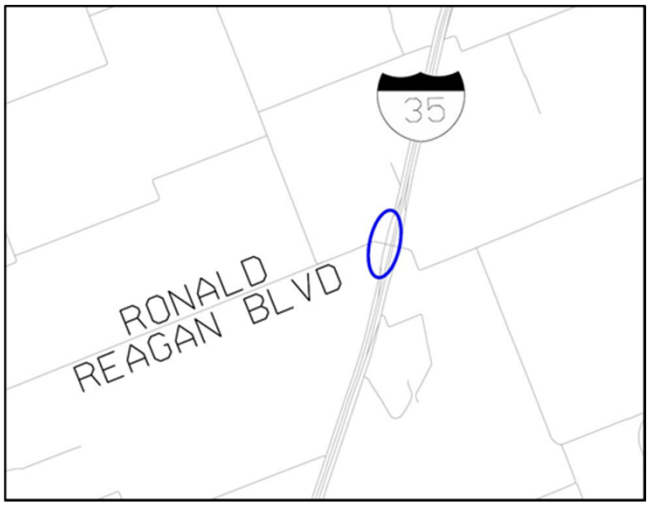
IH 35 Ramp Reversals and Frontage Road Conversion

IH 35 Ramp Reversals and Frontage Road Conversion

Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

Anticipated Completion

Fall 2021



Partnership with TxDOT

Original Contract Amount = $15,048,229.93

Construction is managed by TxDOT

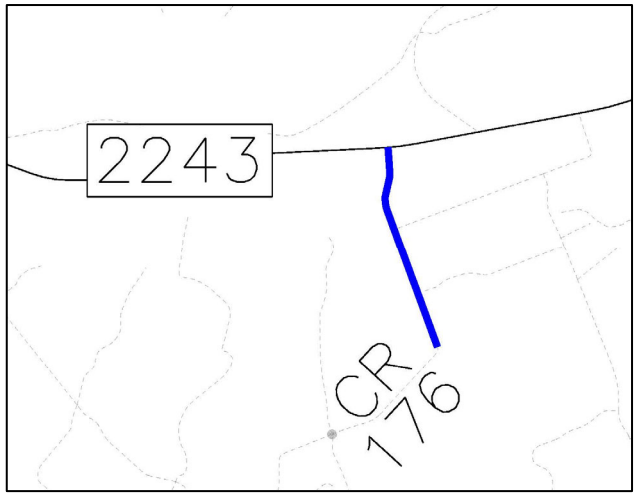
Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

CR 176 at RM 2243
(RM 2243 to Parkside Parkway)

Substantially Complete



Original Contract Amount = $2,447,560.00

Total Change Orders = $520,673.13

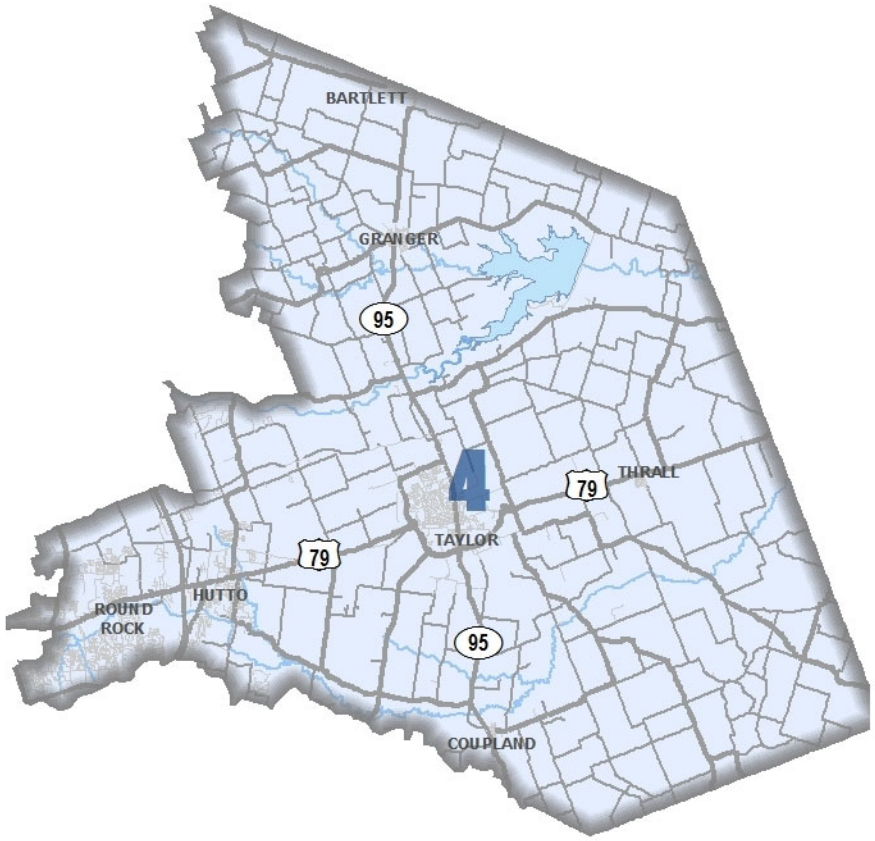
Adjusted Contract Price = $2,968,233.13

Expenditures to Date = $2,733,964.99 (92%)

CR 176 at RM 2243
(RM 2243 to Parkside Parkway)

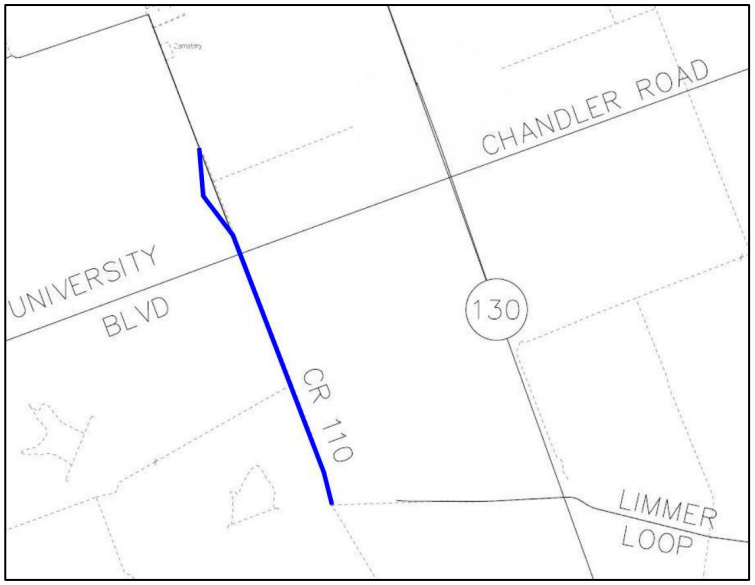
CR 176 at RM 2243
(RM 2243 to Parkside Parkway)

Precinct 4


BARTLETT
GRANGER
95
4
79
THRALL
TAYLOR
79
HUTTO
ROUND ROCK
95
COUPLAND

CR 110 Middle
(Limmer Loop to CR 107)

Substantially Complete



Original Contract Amount = $8,910,862.73

Total Change Orders = $108,592.57

Adjusted Contract Price = $9,019,455.30

Expenditures to Date = $7,596,742.26 (84%)

CR 110 Middle
(Limmer Loop to CR 107)

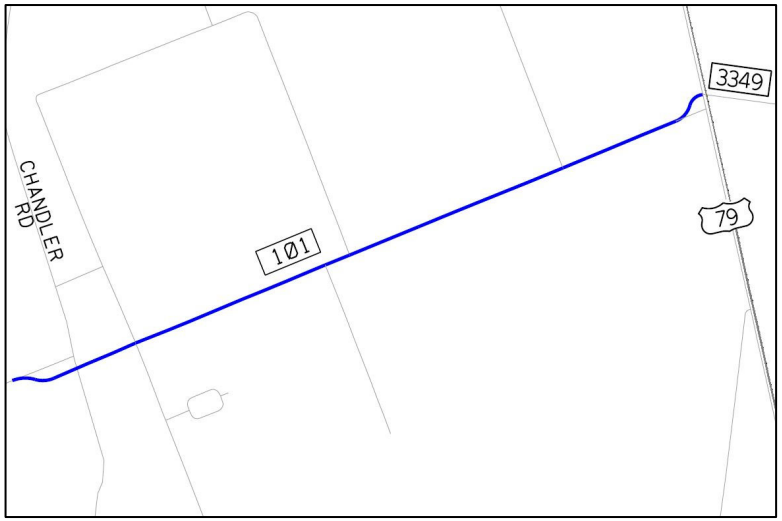
CR 110 Middle
(Limmer Loop to CR 107)

CR 110 Middle
(Limmer Loop to CR 107)

CR 101
(US 79 to North of Chandler Road)

Anticipated Completion

Fall 2021



Original Contract Amount = $13,092,842.00

Total Change Orders = $0.00

Adjusted Contract Price = $13,092,842.00

Expenditures to Date = $3,374,591.68 (26%)

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 **79.**

Meeting Date: 11/17/2020

License agreement with Bar W Ranch HOA for the Bar W Ranch Ph 1 subdivision - Pct 2

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a license agreement with Bar W Ranch HOA for the Bar W Ranch Phase 1 subdivision - Precinct 2.

Background

This license agreement is for the Bar W Ranch Phase 1 subdivision located along Ronald Reagan Blvd. This license agreement has been reviewed by legal.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

license agreement - Bar W Ranch Ph 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/12/2020 11:32 AM
Form Started By: Adam Boatright		Started On: 11/12/2020 10:50 AM
Final Approval Date: 11/12/2020		

WILLIAMSON COUNTY
LICENSE AGREEMENT

WILLIAMSON COUNTY, a political subdivision of the State of Texas ("County"), and Bar W Ranch HOA, Inc, a Texas Nonprofit Corporation ("Licensee"), enter into this License Agreement ("Agreement") upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT

Licensee has requested permission from County to install and maintain additions, including, but not limited to landscaping, lighting, fencing, signage and irrigation (collectively referred to herein as the "Licensee's Improvements") in portions of the County's right-of-way. The County grants to Licensee permission to install and maintain Licensee's Improvements in the areas of County's right-of-way shown and depicted in the attached **Exhibit "A"** (the "Licensed Property").

The County makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

Licensee agrees that all construction and maintenance permitted by this Agreement shall be done in compliance with the terms and conditions of this Agreement and all applicable County, State and/or Federal police, traffic, building, health and safety ordinances, laws and regulations existing at the time said construction and maintenance is performed.

II. ANNUAL FEE

The County, its governing body, and its respective successors and assigns agree that no annual fee shall be assessed for the license and permission herein granted to Licensee. Licensee agrees that the County's permission and grant of a license hereunder and Licensee's ability to construct Licensee's Improvements on the Licensed Property serve as consideration to support this Agreement.

III. COUNTY'S RIGHTS TO LICENSED PROPERTY

This Agreement is expressly subject and subordinate to the present and future rights of the County, its successors, assigns, lessees, grantees and licensees, to construct, install, establish, maintain, use, operate and renew any public utilities facilities, franchised public utilities, roadways or streets on, beneath or above the surface of the Licensed Property described in Article I above.

Nothing in this Agreement shall be construed to limit, in any way, the power of the County to widen, alter or improve the Licensed Property subject to this Agreement pursuant to official action by the governing body of the County or its successors. The County does, however, agree to give Licensee at least thirty (30) days written notice of such action and shall cooperate with Licensee to effect the relocation and/or removal of Licensee's Improvements, at Licensee's sole cost, in the event of such widening, altering or improvement of the Licensed Property, further, to cooperate with Licensee wherever possible, to effect such widening, altering or improving of the Licensed Property so that Licensee's Improvements and operations on the Licensed Property will not be materially affected thereby.

Licensee hereby agrees and acknowledges that Licensee, at its expense, shall be responsible for removal of Licensee's Improvements from the Licensed Property within forty-eight (48) hours of County's directive to remove specified Licensee's Improvements whenever such removal is deemed by County necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property. In the event Licensee fails to remove the Licensee's Improvements to the County's satisfaction following County's directive to do so, then and in that event the County may cause the Improvements to be removed at the expense of Licensee.

Notwithstanding any provision in this Agreement to the contrary, the County retains the right to enter upon the Licensed Property, at any time without notice to Licensee, assuming no

obligation to Licensee, and remove, repair or replace, without liability to County and at Licensee's expense, any of the Licensee's Improvements thereof whenever such removal is deemed by County necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property.

IV. INSURANCE

Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the County and licensed to do business in Texas, with a combined single limit of not less than Five Hundred Thousand and No/l00 Dollars ($500,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the County as an additional insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, directors, employees, agents or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each instrument effecting such coverage shall be delivered to the County on or before the Effective Date.

So long as Licensee is using the Licensed Property, Licensee shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the County has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY

EMPLOYEE OF THE LICENSEE, 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 PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. LICENSEE 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, LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS 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 LICENSEE 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.

VI. CONDITIONS

A. Licensee's Responsibilities. Licensee will be responsible for any damage to and/or for the relocation of existing facilities on the Licensed Property. Further, Licensee shall reimburse the County for all costs of replacing or repairing any property of the County or of others which are damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.

B. Maintenance. Licensee shall maintain the Licensed Property and the Licensee's Improvements by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense, as required by the County. Such removal of dead or dying plants shall be completed within fifteen (15) days following receipt of a written request by the County to do so. If Licensee abandons or fails to maintain the Licensed Property, and the County receives no substantive response within fifteen (15) days following written notification to Licensee, then the County may remove and/or replace all of Licensee's Improvements.

C. Removal or Modification. Licensee agrees that removal or modification of any improvements now existing or to be later replaced on the Licensed Property shall be at

Licensee's sole expense. Said removal or modification shall be at Licensee's sole discretion, except where otherwise provided by this Agreement.

D. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, then the County shall give Licensee written notice thereof to the Licensee at the address set forth below. Licensee shall have fifteen (15) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not remedy the same to County's complete satisfaction within the fifteen (15) period, the County may, in addition to other remedies available herein or by law to County, (1) perform the work, (2) contract for the completion of the work, or (3) terminate this Agreement. Licensee agrees to pay, within fifteen (15) days of written demand by the County, all costs and expenses incurred by the County in completing the work or contracting for the work to be completed.

VII. COMMENCEMENT: TERMINATION BY ABANDONMENT

This Agreement shall begin on the Effective Date set forth above the signature of the parties herein below, and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein or until this Agreement is terminated according to the terms hereof. If Licensee abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following fifteen (15) days written notice to the Licensee. If such abandonment has not been remedied by Licensee within such period, the County shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee's Improvements that are not removed prior to County's termination of the license subject of this Agreement shall be deemed property of the County as of the effective date of County's termination.

VIII. TERMINATION

A. Termination by Licensee. This Agreement, or portion of the Licensed Property, may be terminated by Licensee by delivering written notice of termination to the County not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then Licensee shall, within the 30-day notice period, remove from the Licensed Property, or such other portion thereof that is being terminated, installations of Licensee's Improvements. Any of Licensee's Improvements that are not removed within said period shall become the property of the County. Licensee hereby agrees and acknowledges that Licensee shall be liable to County for any damages caused to the Licensed Property by the removal of Licensee's Improvements.

B. Termination by County. This Agreement may be revoked and terminated at any time by resolution of the Williamson County Commissioners Court if such revocation and termination is reasonably required by the public interest (as hereinafter set forth), after providing fifteen (15) days written notice to the Licensee.

Subject to prior written notification to Licensee or its successors-in-interest, this Agreement is revocable by the County and deemed to be required by the public interest if:

1. the Licensee's Improvements, or a portion of them, interfere with the County's right-of-way;
2. use of the Licensed Property becomes necessary for a public purpose;
3. the Licensee's Improvements, or a portion of them, constitute a danger to the public which the County deems, in its sole discretion, not to be remediable by alteration or maintenance of such improvements;
4. despite fifteen (15) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

IX. MISCELLANEOUS PROVISIONS

A. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, 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.

B. 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.

C. Covenant Running With Land: Waiver of Default. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

D. Assignment. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the County, which consent shall not be unreasonably withheld. In the event County agrees to Licensee's assignment of its interest in this Agreement and subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the County a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address and contact person.

E. Notices. Excepts as specifically otherwise set forth herein, all notices, demands and requests for delivery of documents or information hereunder shall be in writing and shall be sent to the receiving party at the address identified below and be deemed to have been properly delivered and received (1) as of the time of delivery if personally delivered; (2) as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and

postage prepaid; (3) as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid; or (4) as of the third (3rd) day following the date in which notice is sent by electronic mail (e-mail). All notices, demands and requests hereunder shall be addressed:

To Licensee At:

Bar W Ranch HOA, Inc
c/o First Service Residential
7 Lakeway Centre Court, Ste 102
Austin, TX 78734
E-mail: paula.nahernak@fsresidential.com

with copies to: BWR Partners, LLC
4408 Spicewood Springs Rd
Austin, TX 78759
E-mail: dpampe@harris-straub.com_

To County At:

Williamson County Engineer
3151 S. E. Inner Loop, Suite B
Georgetown, Texas 78626
E-mail: tevertson@wilco.org

with copy to: Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

or to such other addresses which either party may so designate by sending notice as aforesaid.

F. Day. Unless otherwise set forth herein, all references herein to a "day" shall mean a calendar day and not a business day.

G. 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.

H. 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

I. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

J. 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.

K. 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.

L. 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 AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

TERMS AND CONDITIONS ACCEPTED, to be effective as of the date of the last party's execution below (the "Effective Date").

WILLIAMSON COUNTY,
a political subdivision of the State of Texas

By:_____

Printed Name: _____

Representative Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date:_____ _____, 20___

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 20__ by _____, as Presiding officer of the Williamson County Commissioners Court, on behalf of Williamson County, Texas.

_____
NOTARY PUBLIC, State of Texas

LICENSEE:

BAR W RANCH HOA, INC.
A Texas nonprofit corporation

By:_____

Printed Name: Derek Pampe

Title: Director_

Date:July 24, 2020

ATTEST:

By:_____
Secretary

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 24th day of July_, 2020 by Derek Pampe, Director of Bar W Ranch HOA, Inc, a Texas nonprofit corporation.

SYLVIA WILKIE
My Notary ID # 132253746
Expires November 15, 2023

_____
NOTARY PUBLIC, State of Texas

071719

EXHIBIT "A"

LICENSED PROPERTY

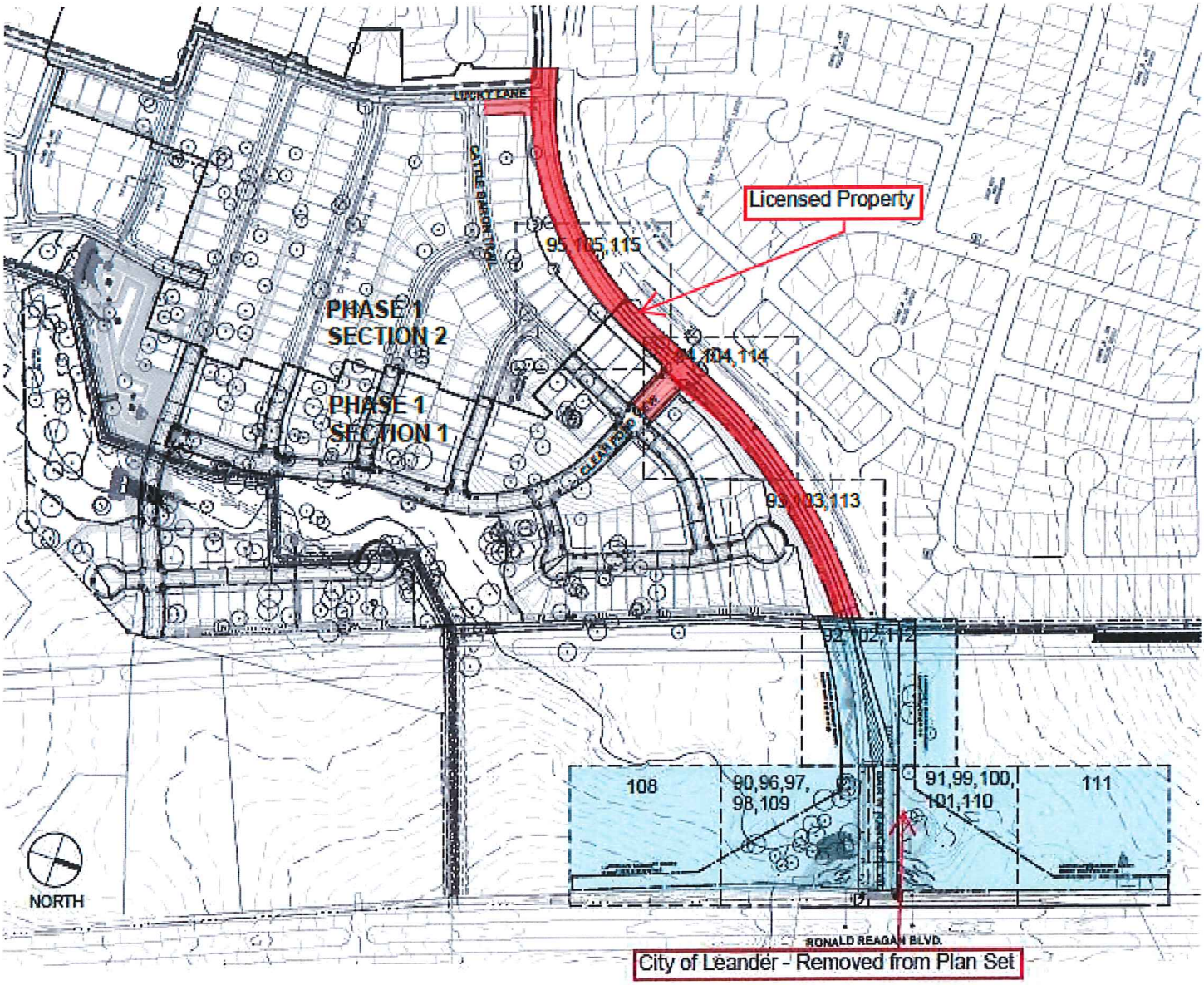
The portions of all public rights-of-way between the edge of pavement or back of curb to the outer boundary of said rights-of-way within and adjacent to the portion of the Bar W Ranch West Phase 1 Section 1 and 2 Subdivision located within the boundaries of Bar W Ranch Blvd as more particularly described on **Exhibit "A-1"** and depicted on **Exhibit "A-2"**. For reference, the Bar W Ranch West Subdivision is generally depicted on **Exhibit "A-3"**.

EXHIBIT "A-1"
LICENSED PROPERTY

The extents of Bar W Blvd within the Bar W West Ranch Phase 1 Section 1 Subdivision and the Bar W West Ranch Phase 1 Section 2 Subdivision.

EXHIBIT "A-2"
DEPICTION OF LICENSED PROPERTY

SITE MAP | ENTRY FEATURE & ENTRY BLVD.
NTS

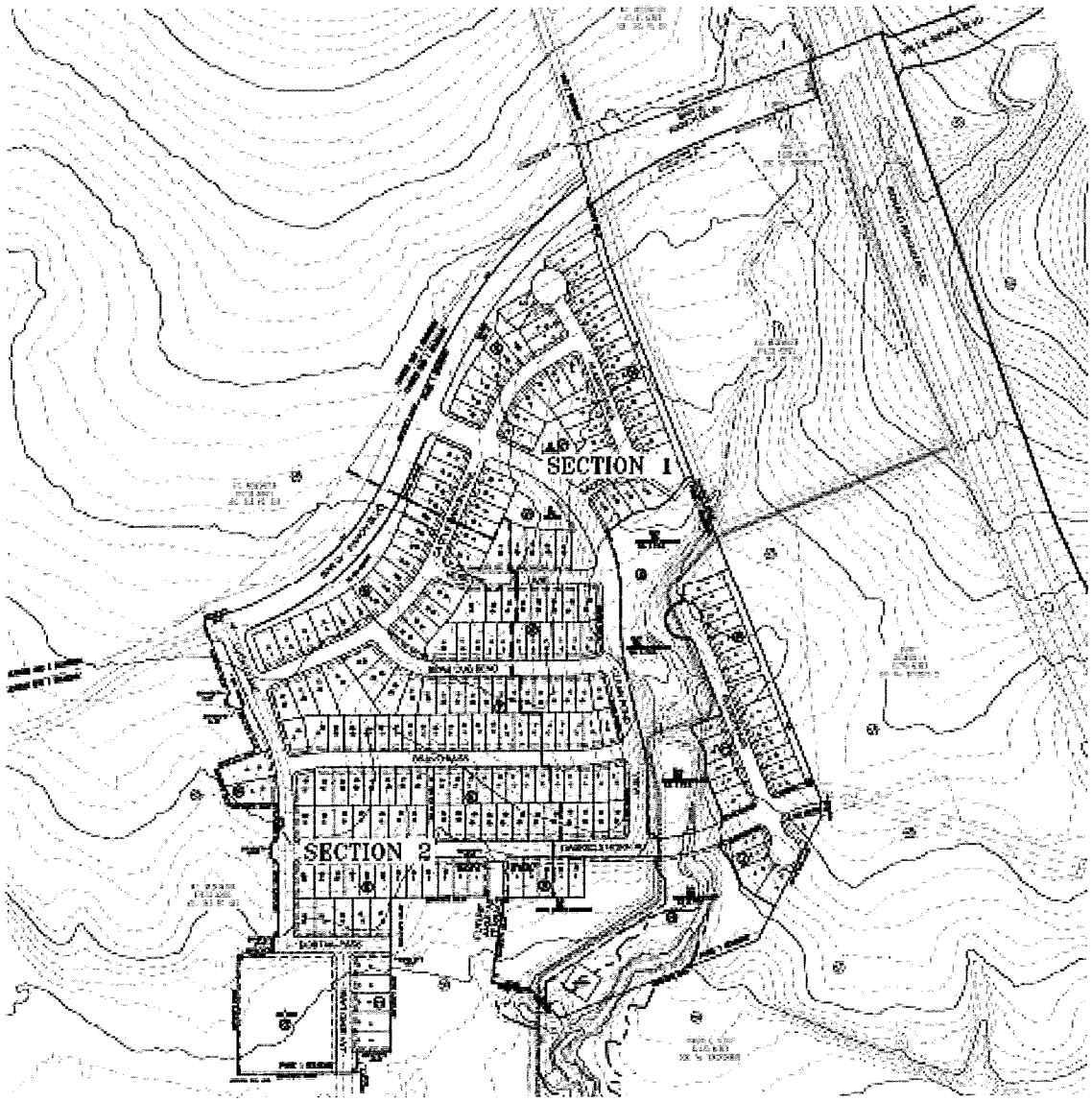


071719

EXHIBIT "A-3"
DEPICTION OF SUBDIVISION

PRELIMINARY PLAT

BAR W RANCH WEST - PHASE ONE



Commissioners Court - Regular Session **80.**

Meeting Date: 11/17/2020

1805-229 Bagdad Road at CR 278 Change Order #3

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of -$158,852.09 for CR 278 (Bagdad Road) at CR 278 (Champion Site Prep), a Road Bond project in Commissioner Pct. 2.
P: 438 Funding: Road Bond

Background

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project, as a result of addressing field conditions not accounted for in the original plans. This Change Order also adds four new items that were previously paid under Force Account Item 999-WC01. Item 999-WC01will be reduced to zero with this Change Order.

Item 432-WC01 "CONC CAP OVER WATER LINE" was used to compensate the Contractor for the labor, materials, and equipment costs needed to install a concrete cap to protect a shallow water line that was discovered during ditch excavation on the east side of Bagdad Road and south of CR 278.

Item 510-7 "ADJUST EXISTING WATER LINE VALVES IN CR 278" was used to compensate the Contractor for labor, materials and equipment costs to bring existing water line gate valves at the CR 278 intersection to match the finish grade of the pavement surface.

Item 666-6303 "RE PM W/RET REQ TY I (W) 4" (SLD) (100 MIL) and item 666-634 "RE PM W/RET REQ TY I (Y) 4" (SLD) (100 MIL)" were substitute items for the thermoplastic striping. The plans called for profile markings, but the existing pavement markings on Bagdad Road adjacent to the project are standard non-profile markings. With the approval from the Designer, pavement markings on the project were changed to match existing conditions.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1805-229 Bagdad Road at CR 278 Change Order No. 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/12/2020 11:32 AM
Form Started By: Dawn Haggard		Started On: 11/11/2020 10:57 AM

Final Approval Date: 11/12/2020

CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

1. CONTRACTOR: Champion Site Prep

2. Change Order Work Limits: Sta. 543+50 to Sta. 568+75

3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project:	*1805-229*
Roadway:	*Bagdad Road at CR278*
CSJ Number:	

5. Describe the work being revised:

2E: Differing Site Conditions (unforseeable). Miscellaneous difference in site conditions (unforseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quanities on the project as a result of addressing field conditions not accounted for in the original plans.

6. Work to be performed in accordance with Items: N/A

7. New or revised plan sheet(s) are attached and numbered: No

8. New Special Provisions/Specifications to the contract are attached: No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 11/5/20

By

Typed/Printed Name Brandon Tanner

Typed/Printed Title Project Mgr

The following information must be provided

Time Ext. #: _____ Days added on this CO: _____

Amount added by this change order: $ (158,852.09)

RECOMMENDED FOR EXECUTION:

P.E. 11/11/20
Project Manager Date

N/A
Design Engineer Date

11/12/2020
Program Manager Date

Design Engineer's Seal:

See attached plan sheets

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3 ***Project # 1805-229***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
110-6001	EXCAVATION (ROADWAY)	CY	$8.80	36,300.00	$ 319,440.00	483.00	36,783.00	$ 323,690.40	$ 4,250.40
132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	$2.19	5,538.00	$ 12,128.22	483.00	6,021.00	$ 13,185.99	$ 1,057.77
160-WC02	FURNISHING AND PLACING TOPSOIL (4")	SY	$0.46	43,324.00	$ 19,929.04	1,911.00	45,235.00	$ 20,808.10	$ 879.06
161-WC001	EROSION CONTROL COMPOST (3")	SY	$3.04	10,831.00	$ 32,926.24	18,056.00	28,887.00	$ 87,816.48	$ 54,890.24
162-WC103	MULCH TOP DRESSING (5")	SY	$4.04	10,831.00	$ 43,757.24	(10,831.00)	-	$ -	$ (43,757.24)
164-WC04	SEEDING FOR EROSION CONTROL(TEMP)(COOL)(TY 4	SY	$0.14	21,307.00	$ 2,982.98	7,580.00	28,887.00	$ 4,044.18	$ 1,061.20
164-WC05	SEEDING FOR EROSION CONTROL(PERM)(WARM)(TY5	SY	$0.18	42,610.00	$ 7,669.80	2,625.00	45,235.00	$ 8,142.30	$ 472.50
164-WC07	SEEDING FOR EROSION CONTROL(TEMP & PERM)(TY7	SY	$0.83	1,071.00	$ 888.93	(1,071.00)	-	$ -	$ (888.93)
164-WC10	SEEDING FOR EROSION CONTROL(TEMP)(WARM)(TY1	SY	$0.12	21,307.00	$ 2,556.84	(21,096.00)	211.00	$ 25.32	$ (2,531.52)
166-6002	FERTILIZER	TON	$1,696.50	2.70	$ 4,580.55	(0.12)	2.58	$ 4,376.97	$ (203.58)
169-6001	SOIL RETENTION BLANKETS (CL 1)(TY A)	SY	$1.23	25,944.00	$ 31,911.12	(19,582.00)	6,362.00	$ 7,825.26	$ (24,085.86)
169-6006	SOIL RETENTION BLANKET (CL 2)(TY F)	SY	$1.64	741.00	$ 1,215.24	(741.00)	-	$ -	$ (1,215.24)
310-6001	PRIME COAT (MULTI OPTION)	GAL	$4.27	5,976.00	$ 25,517.52	(2,678.00)	3,298.00	$ 14,082.46	$ (11,435.06)
316-6413	ASPH (AC-15P, HFRS-2P, OR CRS-2P)	GAL	$3.74	6,925.00	$ 25,899.50	(650.00)	6,275.00	$ 23,468.50	$ (2,431.00)
340-6011	D-GR HMA(SQ) TY-B PG64-22	TON	$75.32	3,837.00	$ 289,002.84	(15.23)	3,821.77	$ 287,855.72	$ (1,147.12)
340-6034	D-GR HMA(SQ) TY-C PG64-22	TON	$80.45	660.00	$ 53,097.00	255.94	915.94	$ 73,687.37	$ 20,590.37
340-6120	D-GR HMA(SQ) TY-D SAC-B PG70-22	TON	$101.38	2,542.00	$ 257,707.96	64.81	2,606.81	$ 264,278.40	$ 6,570.44
464-6003	RC PIPE (CL III)(18 IN)	LF	$76.05	257.00	$ 19,544.85	403.00	660.00	$ 50,193.00	$ 30,648.15
467-6363	SET (TY II)(18 IN)(RCP)(6:1)(P)	EA	$2,457.00	14.00	$ 34,398.00	2.00	16.00	$ 39,312.00	$ 4,914.00
506-6001	ROCK FILTER DAMS (INSTALL) (TY 1)	LF	$23.40	72.00	$ 1,684.80	(72.00)	-	$ -	$ (1,684.80)
TOTALS					$ 1,186,838.67			$ 1,222,792.45	$ 35,953.78

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *3* ***Project #*** *1805-229*

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	$25.74	356.00	$ 9,163.44	(314.00)	42.00	$ 1,081.08	$ (8,082.36)
506-6011	ROCK FILTER DAMS (REMOVE)	LF	$7.61	428.00	$ 3,257.08	(428.00)	-	$ -	$ (3,257.08)
506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	$11.70	334.00	$ 3,907.80	(334.00)	-	$ -	$ (3,907.80)
506-6024	CONSTRUCTION EXITS (REMOVE)	SY	$5.85	334.00	$ 1,953.90	(334.00)	-	$ -	$ (1,953.90)
506-6038	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)	LF	$2.11	5,018.00	$ 10,587.98	1,128.00	6,146.00	$ 12,968.06	$ 2,380.08
506-6039	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	LF	$0.29	5,018.00	$ 1,455.22	1,128.00	6,146.00	$ 1,782.34	$ 327.12
506-6041	BIOGRD EROSN CONT LOGS (12" DIA)INSTALL	LF	$3.80	174.00	$ 661.20	346.00	520.00	$ 1,976.00	$ 1,314.80
506-6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	$0.59	174.00	$ 102.66	346.00	520.00	$ 306.80	$ 204.14
508-6001	CONSTRUCTING DETOURS	SY	$14.98	2,565.00	$ 38,423.70	(241.00)	2,324.00	$ 34,813.52	$ (3,610.18)
529-6002	CONC CURB (TY II)	LF	$15.45	1,019.00	$ 15,743.55	85.00	1,104.00	$ 17,056.80	$ 1,313.25
529-6032	CONCRETE GUTTER (MODIFIED)	LF	$13.52	5,253.00	$ 71,020.56	(381.00)	4,872.00	$ 65,869.44	$ (5,151.12)
530-6005	DRIVEWAYS (ACP)	SY	$37.16	583.00	$ 21,664.28	(70.00)	513.00	$ 19,063.08	$ (2,601.20)
550-6001	CHAIN LINK FENCE (INSTALL) (6')	LF	$25.19	180.00	$ 4,534.20	(18.00)	162.00	$ 4,080.78	$ (453.42)
550-6006	GATE (REMOVE)	EA	$370.74	5.00	$ 1,853.70	(2.00)	3.00	$ 1,112.22	$ (741.48)
552-6004	WIRE FENCE (TY D)	LF	$6.12	3,927.00	$ 24,033.24	(764.00)	3,163.00	$ 19,357.56	$ (4,675.68)
552-WC002	WIRE FENCE (TY W2)	LF	$10.81	644.00	$ 6,961.64	131.00	775.00	$ 8,377.75	$ 1,416.11
560-6001	MAILBOX INSTALL-S (TWG-POST) TY 1 FND	EA	$409.50	1.00	$ 409.50	2.00	3.00	$ 1,228.50	$ 819.00
644-6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	$468.00	8.00	$ 3,744.00	4.00	12.00	$ 5,616.00	$ 1,872.00
658-6048	INSTL OM ASSM (OM-2Z)(FLX)GND	EA	$46.80	12.00	$ 561.60	5.00	17.00	$ 795.60	$ 234.00
662-6004	WK ZN PAV MRK REMOV (W) 4" (SLD)	LF	$0.76	8,965.00	$ 6,813.40	(1,413.00)	7,552.00	$ 5,739.52	$ (1,073.88)
662-6016	WK ZN PAV MRK REMOV (W) 24" (SLD)	LF	$13.46	10.00	$ 134.60	(10.00)	-	$ -	$ (134.60)
662-6034	WK ZN PAV MRK REMOV (Y) 4" (SLD)	LF	$0.76	9,006.00	$ 6,844.56	(1,364.00)	7,642.00	$ 5,807.92	$ (1,036.64)
666-6006	REFL PAV MRK TY I (W) 4" (DOT)(100MIL)	LF	$1.17	90.00	$ 105.30	(90.00)	-	$ -	$ (105.30)
666-6036	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	$0.59	2,451.00	$ 1,446.09	40.00	2,491.00	$ 1,469.69	$ 23.60
666-6048	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	$9.13	95.00	$ 867.35	(9.00)	86.00	$ 785.18	$ (82.17)
666-6342	REF PROF PAV MRK TY I(W)4"(SLD)(100MIL)	LF	$0.59	6,235.00	$ 3,678.65	(6,235.00)	-	$ -	$ (3,678.65)
666-6345	REF PROF PAV MRK TY I(Y)4"(SLD)(100MIL)	LF	$0.59	10,773.00	$ 6,356.07	(10,773.00)	-	$ -	$ (6,356.07)
672-6007	REFL PAV MRKR TY I-C	EA	$7.90	33.00	$ 260.70	90.00	123.00	$ 971.70	$ 711.00
672-6009	REFL PAV MRKR TY II-A-A	EA	$5.85	157.00	$ 918.45	(3.00)	154.00	$ 900.90	$ (17.55)
677-6001	ELIM EXT PAV MRK & MRKS (4")	LF	$0.88	5,656.00	$ 4,977.28	(1,710.00)	3,946.00	$ 3,472.48	$ (1,504.80)
730-6107	FULL-WIDTH MOWING	CYC	$2,340.00	2.00	$ 4,680.00	(0.37)	1.63	$ 3,814.20	$ (865.80)
666-6303	RE PM W/RET REQ TY I (W)4"(SLD)(100 MIL)	LF	$0.50	0.00	$ -	5672.00	5,672.00	$ 2,836.00	$ 2,836.00
666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100 MIL)	LF	$0.50	0.00	$ -	10,148.00	10,148.00	$ 5,074.00	$ 5,074.00
432-WCO1	CONC CAP OVER WATER LINE	LS	$4,356.00	0.00	$ -	1.00	1.00	$ 4,356.00	$ 4,356.00
510-7	ADJUST EXISTING WATER LINE VALVES IN CR 278	LS	$6,270.00	0.00	$ -	1.00	1.00	$ 6,270.00	$ 6,270.00
The "Totals" from Table B of the previous work sheet:					$ 1,186,838.67			$ 1,222,792.45	$ 35,953.78
TOTALS					$ 1,443,960.37			$ 1,459,775.57	$ 15,815.20

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *3* ***Project #*** *1805-229*

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
	WATER LINE AND TRAIL AND ITS								
6016-6001	MULTI-DUCT CND (PVC-40)	LF	$40.18	2,375.00	$ 95,427.50	(135.00)	2,240.00	$ 90,003.20	$ (5,424.30)
WC9027	ASPHALT TRAIL	SY	$9.65	2,598.00	$ 25,070.70	(62.00)	2,536.00	$ 24,472.40	$ (598.30)
WC9028	CONCRETE TRAIL	SY	$109.98	70.00	$ 7,698.60	(3.00)	67.00	$ 7,368.66	$ (329.94)
WC9029	LANDSCAPE BOULDERS	EA	$363.38	141.00	$ 51,236.58	(71.00)	70.00	$ 25,436.60	$ (25,799.98)
WC9024	STONE MASONRY	SF	$22.59	2,293.00	$ 51,798.87	(889.90)	1,403.10	$ 31,696.03	$ (20,102.84)
WC9023	STRUCTURAL CONCRETE WALL	LF	$216.45	340.00	$ 73,593.00	(78.00)	262.00	$ 56,709.90	$ (16,883.10)
WC9025	CRUSHED STONE SURFACE	SF	$1.11	9,199.00	$ 10,210.89	(9,199.00)	-	$ -	$ (10,210.89)
WC9026	TEMPORARY TREE PROTECTION	LF	$3.33	2,699.00	$ 8,987.67	(348.00)	2,351.00	$ 7,828.83	$ (1,158.84)
510-3	HOT MIX ASPHALTIC CONCRETE TRENCH REPAIR, PER DETAIL, COMPLETE AND IN PLACE	LF	$66.30	120.00	$ 7,956.00	(120.00)	-	$ -	$ (7,956.00)
432-6056	RIPRAP (STONE COMMON)(DRY)(VAR. DEPTH)	CY	$92.43	44.00	$ 4,066.92	(44.00)	-	$ -	$ (4,066.92)
510-4	12" PVC DR-14 C905 ALL DEPTHS INCLUDING EXCAVATION	LF	$77.15	2,450.00	$ 189,017.50	(35.00)	2,415.00	$ 186,317.25	$ (2,700.25)
999-WC01	FORCE ACCOUNT	DOL	$1.00	25,000.00	$ 25,000.00	(25,000.00)	-	$ -	$ (25,000.00)
341-WC01	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	DOL	$1.00	36,000.00	$ 36,000.00	(27,811.33)	8,188.67	$ 8,188.67	$ (27,811.33)
341-WC02	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY C)	DOL	$1.00	6,000.00	$ 6,000.00	(6,000.00)	-	$ -	$ (6,000.00)
341-WC03	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY D)	DOL	$1.00	17,200.00	$ 17,200.00	(9,156.59)	8,043.41	$ 8,043.41	$ (9,156.59)
585-WC01	FORCE ACCOUNT - ESTIMATED RIDE QUALITY	DOL	$1.00	11,400.00	$ 11,400.00	(11,468.00)	(68.00)	$ (68.00)	$ (11,468.00)
The "Totals" from Table B of the previous work sheet:					$ 1,443,960.37			$ 1,459,775.57	$ 15,815.20
TOTALS					$ 2,064,624.60			$ 1,905,772.52	$ (158,852.09)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

Bagdad Road at CR 278
Williamson County Project No. 1805-229

Change Order No. 3

Reason for Change

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project, as a result of addressing field conditions not accounted for in the original plans. This Change Order also adds four new items that were previously paid under Force Account Item 999-WC01. Item 999-WC01 will be reduced to zero with this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
432-WCO1	CONC CAP OVER WATER LINE	1	LS
510-7	ADJUST EXISTING WATER LINE VALVES IN CR 278	1	LS
666-6303	RE PM W/RET REQ TY I (W)4"(SLD)(100 MIL)	5672	LF
666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100 MIL)	10148	LF

ITEM 432-WCO1 CONC CAP OVER WATER LINE:
This item is to compensate the Contractor for the labor, materials and equipment costs to install a concrete cap to protect a shallow water line that was discovered during ditch excavation on east side of Bagdad Road and south of CR 278.

ITEM 510-7 ADJUST EXISTING WATER LINE VALVES IN CR 278:
This item is to compensate the Contractor for the labor, materials and equipment costs to bring existing water line gate valves at the CR 278 intersection to match the finish grade of the pavement surface.

ITEM 666-6303 RE PM W/RET REQ TY I (W)4"(SLD)(100 MIL) and ITEM 666-6315 RE PM W/RET REQ TY I (Y)4"(SLD)(100 MIL):
These two items are to substitute the bid items for thermoplastic striping. Plans calls for profile markings, but the existing pavement markings on Bagdad Road adjacent to our project are standard non-profile markings. With the approval from the Designer, pavement markings on the project were changed to match existing condition.

This Change Order results in a decrease of $158,852.09 to the Contract amount, for an adjusted Contract total of $2,861,508.02. The original Contract amount was $2,959,000.00. Because of this Change Order, $97,491.98 has been deducted from the Contract, resulting in a 3.29% net decrease in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation
James Klotz, P.E.

432-WC01

CHAMPION SITE PREP

190 PRIVATE ROAD 917
GEORGETOWN, TX 78626
(512) 863-3453 / FAX (512) 863-3463

BRANDON@IDIGDIRT.COM

REQUEST FOR ADDDITIONAL WORK
CONCRETE CAP ON WL

DATE: 06/09/20
TO: HNTB
ATTN: Feng Chen

JOB NAME: CR 279
ESTIMATOR: BT
LOCATION: Liberty Hill

DESCRIPTION	QTY	UNIT	RATE	
MOBILIZATION	1	LS	$600.00	$600.00
LABOR/2 Men	1	LS	$900.00	$900.00
FORMAN W/ TRUCK	1	LS	$710.00	$710.00
MATERIAL				
CONCRETE	1	LS	$1,100.00	$1,100.00
EQUIPMENT				
BACKHOE	1	LS	$650.00	$650.00

NOTE: PRICING ABOVE TO COVER WATERLINE PIPE AS REQUESTED BY HNTB IN DITCH ON BAGDAD ROAD. Anything not listed above is not included in price.

			Total:	$3,960.00
OH/P	10	%	$396.00	$396.00
			TOTAL COST:	**$4,356.00**

ACCEPTANCE OF PROPOSAL- The above prices, specifications and conditions are satisfactory and are hereby accepted.

AUTHORIZED SIGNATURE

DATE OF ACCEPTANCE

S10-7

CHAMPION SITE PREP

190 PRIVATE ROAD 917
GEORGETOWN, TX 78626
(512) 863-3453 / FAX (512) 863-3463

BRANDON@IDIGDIRT.COM

Fire Hydrant Extension/ Water Valve Extension

DATE:	01/07/20	**JOB NAME:**	CR 279
TO:	HNTB	**ESTIMATOR:**	BT
ATTN:	Feng Chen	**LOCATION:**	Liberty Hill

	DESCRIPTION	QTY	UNIT	RATE	
	MOBILIZATION	1	LS	$300.00	$300.00
1.	LABOR/ # 3 Men	20	HR	$45.00	$900.00
	FORMAN W/ TRUCK	10	HR	$30.00	$300.00
	OPERATOR	10	HR	$25.00	$250.00
	MATERIAL				
	1' Fire Extension	1	EA	$500.00	$500.00
	Valves	2	EA	$350.00	$700.00
	Valves	1	EA	$800.00	$800.00
	Concrete	1	LS	$1,800.00	$1,800.00
	EQUIPMENT				
	420 Backhoe	5	HR	$30.00	$150.00

NOTE: Pricing above to raise 3 waterline valves and to extend 1 fire hydrant. Anything not listed above is not included in price.

				Total:	$5,700.00
	OH/P	10	%	$570.00	$570.00
				TOTAL COST:	**$6,270.00**

ACCEPTANCE OF PROPOSAL- The above prices, specifications and conditions are satisfactory and are hereby accepted.

AUTHORIZED SIGNATURE

DATE OF ACCEPTANCE

666-6303 REPM W/RET TYI-W-5-4"
666-6315 REPM W/RETTYI-Y-5-4"

Feng Chen

From: Feng Chen
Sent: Wednesday, February 5, 2020 11:20 AM
To: 'Brandon Tanner'; Clayton Weber
Cc: 62811_1805-229_BagdadRiverRanch; James Klotz
Subject: RE: CR 279 at Park Rd. Striping

I will update the pay app and 4" solid W & Y will be paid under force account.

15820ft total placed
15820 x 0.5 = $7910.00

From: Brandon Tanner <brandon@idigdirt.com>
Sent: Wednesday, February 5, 2020 11:17 AM
To: Clayton Weber <cweber@HNTB.com>
Cc: Feng Chen <fechen@HNTB.com>; 62811_1805-229_BagdadRiverRanch <61272_BagdadRd?CR2781@HNTB.com>; James Klotz <jklotz@HNTB.com>
Subject: RE: CR 279 at Park Rd. Striping

We agree to payment based on .50/LF. I sent you the daily production report from DIJ.

From: Clayton Weber <cweber@HNTB.com>
Sent: Wednesday, February 05, 2020 11:03 AM
To: Brandon Tanner <brandon@idigdirt.com>
Cc: Feng Chen <fechen@HNTB.com>; 62811_1805-229_BagdadRiverRanch <61272_BagdadRd?CR2781@HNTB.com>; James Klotz <jklotz@HNTB.com>
Subject: RE: CR 279 at Park Rd. Striping

We will check the quantity placed and payment will be based on .50/LF price. At this time I do not know how much was placed.

Clayton K. Weber, Construction Manager
HNTB
Tel (512) 539-9342
Email cweber@hntb.com

From: Brandon Tanner <brandon@idigdirt.com>
Sent: Wednesday, February 5, 2020 10:40 AM
To: Clayton Weber <cweber@HNTB.com>
Cc: Feng Chen <fechen@HNTB.com>; 62811_1805-229_BagdadRiverRanch <61272_BagdadRd?CR2781@HNTB.com>; James Klotz <jklotz@HNTB.com>
Subject: RE: CR 279 at Park Rd. Striping

Clayton, We agree to give a credit of $561.15. Please let me know if this is acceptable.

From: Clayton Weber <cweber@HNTB.com>
Sent: Wednesday, February 05, 2020 10:27 AM
To: Brandon Tanner <brandon@idigdirt.com>
Cc: Feng Chen <fechen@HNTB.com>; 62811_1805-229_BagdadRiverRanch <61272_BagdadRd?CR2781@HNTB.com>;

Commissioners Court - Regular Session **81.**

Meeting Date: 11/17/2020

Liberty Hills Bypass THC Permit Application

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take any appropriate action regarding a Texas Historical Commission Antiquities Permit Application required as part of the Due Diligence Investigations on the Liberty Hill Bypass Road Bond Project.

Background

The permit requests the approval of pedestrian survey, with surface and subsurface investigations as necessary based on field conditions, of the Liberty Hill Bypass Project needed to satisfy Environmental Due Diligence requirements. No investigations will take place until a permit is received from the Texas Historical Commission.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Liberty Hill Bypass THC Permit Application

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/12/2020 11:33 AM
Form Started By: Dawn Haggard		Started On: 11/11/2020 04:10 PM
Final Approval Date: 11/12/2020		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Intensive Cultural Resources Survey of an Approximate 1.2-Liberty Hill Bypass Project, Williamson County, TX
County (ies) Williamson County
USGS Quadrangle Name and Number *Liberty Hill, TX USGS 7.5-minute quadrangle map* (2900-231)
UTM Coordinates Zone 14 E 603124 N 3392024
Location 0.55 mile south of CR 279 and FM 1869 intersection near Liberty Hill, Texas.
Federal Involvement ❑ Yes ■ No
Name of Federal Agency Potential USACE involvement (TBD)
Agency Representative

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County
Representative Bill Gravell Jr. (County Judge)
Address 710 South Main Street, Suite 101
City/State/Zip Georgetown, TX 78626
Telephone (include area code) 512-943-1150 Email Address

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor (Same as Above)
Representative
Address
City/State/Zip
Telephone (include area code) Email Address

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Chris Shelton
Affiliation SWCA Environmental Consultants
Address 4407 Monterey Oaks Blvd. Bldg 1, Ste 110
City/State/Zip Austin, TX 78748
Telephone (include area code) 512-476-0891 Email Address cshelton@swca.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork 9/3/2020
Requested Permit Duration 5 Years 0 Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) See attached

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility SWCA (Austin) lab
Permanent Curatorial Facility CAR at UTSA

IV. LAND OWNER'S CERTIFICATION

I, Bill Gravell Jr., as legal representative of the Land Owner,
Williamson County, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.
Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, (Same as Above), as legal representative of the Sponsor, _____, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.
Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, Chris Shelton, as Principal Investigator employed by SWCA Environmental Consultants (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature _____ Date 08/26/2020

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512-463-6096
thc.texas.gov

TEXAS HISTORICAL COMMISSION
real places telling real stories
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ENVIRONMENTAL CONSULTANTS
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4407 Monterey Oaks Boulevard
Building 1, Suite 110
Austin, Texas 78749
Tel 512.476.0891 Fax 512.476.0893
www.swca.com

TEXAS ANTIQUITIES PERMIT APPLICATION
PROPOSED SCOPE OF WORK FOR LIBERTY HILL BYPASS PROJECT, WILLIAMSON COUNTY, TEXAS

Project Landowners – Williamson County
Project Sponsor – LJA Engineering, Inc. (LJA)
Project Consultant – SWCA Environmental Consultants (SWCA)
Principal Investigator – Chris Shelton, M.A., RPA
Date – August 26, 2020

On behalf of Williamson County, and under contract through LJA Engineering, Inc. (LJA), SWCA Environmental Consultants (SWCA) will conduct a cultural resources survey of an approximately 58.08-acre (23.5-hectare [ha]) proposed right-of-way (ROW) for the Liberty Hill Bypass Project (project). The proposed project would create a bypass for State Highway 29 (SH 29) south of Liberty City. The proposed project area is located between Farm-to-Market Road 1869 (FM 1869) and County Road 279 (CR 279), approximately 0.98 kilometers (km) (0.6 mile) south of the intersection of FM 1869 and CR 279 in the City of Liberty Hill, Williamson County, Texas (Figures 1 and 2). The project area is located on the *Liberty Hill, Texas,* U.S. Geological Survey (USGS) 7.5-minute topographic quadrangle map (USGS 2019).

The project is proposed to occur on largely undeveloped land either currently owned by Williamson County, or expected to be purchased by Williamson County. Williamson County is a political subdivision of the state of Texas, and as such the project will require review under the Antiquities Code of Texas (ACT). There is also the possibility that the project could impact jurisdictional waters of the United States, which would also trigger compliance with Section 106 of the National Historic Preservation Act (NHPA) through its connection to the Clean Water Act, as regulated by the U.S. Army Corps of Engineers (USACE). To comply with requirements of the ACT, and in anticipation of the requirements of the NHPA, SWCA is proposing an intensive cultural resources survey with shovel testing of the project area. This scope of work presents information on the project area; potential effects, known resources; and methods of the proposed survey, reporting, and curation.

PROJECT DESCRIPTION AND SETTING

The Liberty Hill (SH 29) Bypass Project is part of Williamson County's 2019 Road Bond Program. The new location roadway is aligned south of the City of Liberty Hill from RM 1869 to CR 279/Bagdad Road for a length of approximately 1.2 miles (1.93 km) and a total footprint encompassing approximately 60 acres (24.3 ha). The project is derived from an existing ultimate schematic previously designed by others, which consists of main lanes and frontage roads through the proposed corridor. The current Liberty Hill (SH 29) Bypass Project includes construction of an interim two-lane roadway to serve as a future frontage road in the ultimate condition. The proposed Liberty Hill Bypass typical section includes 2–12-foot lanes, 10-foot shoulders, and turn lanes at intersections with FM 1869 and CR 279. Roadway improvements on FM 1869 include a northbound right turn lane as well as a southbound left turn lane. Depths of impact are expected the range between two feet (61 centimeters [cm]) and eight feet (2.4 m). Aerial imagery shows the project area is currently largely undeveloped with residential areas, and is depicted on the *Liberty Hill, Texas* USGS 7.5-minute topographic quadrangle map (USGS 2019) (Figures 1 and 2).

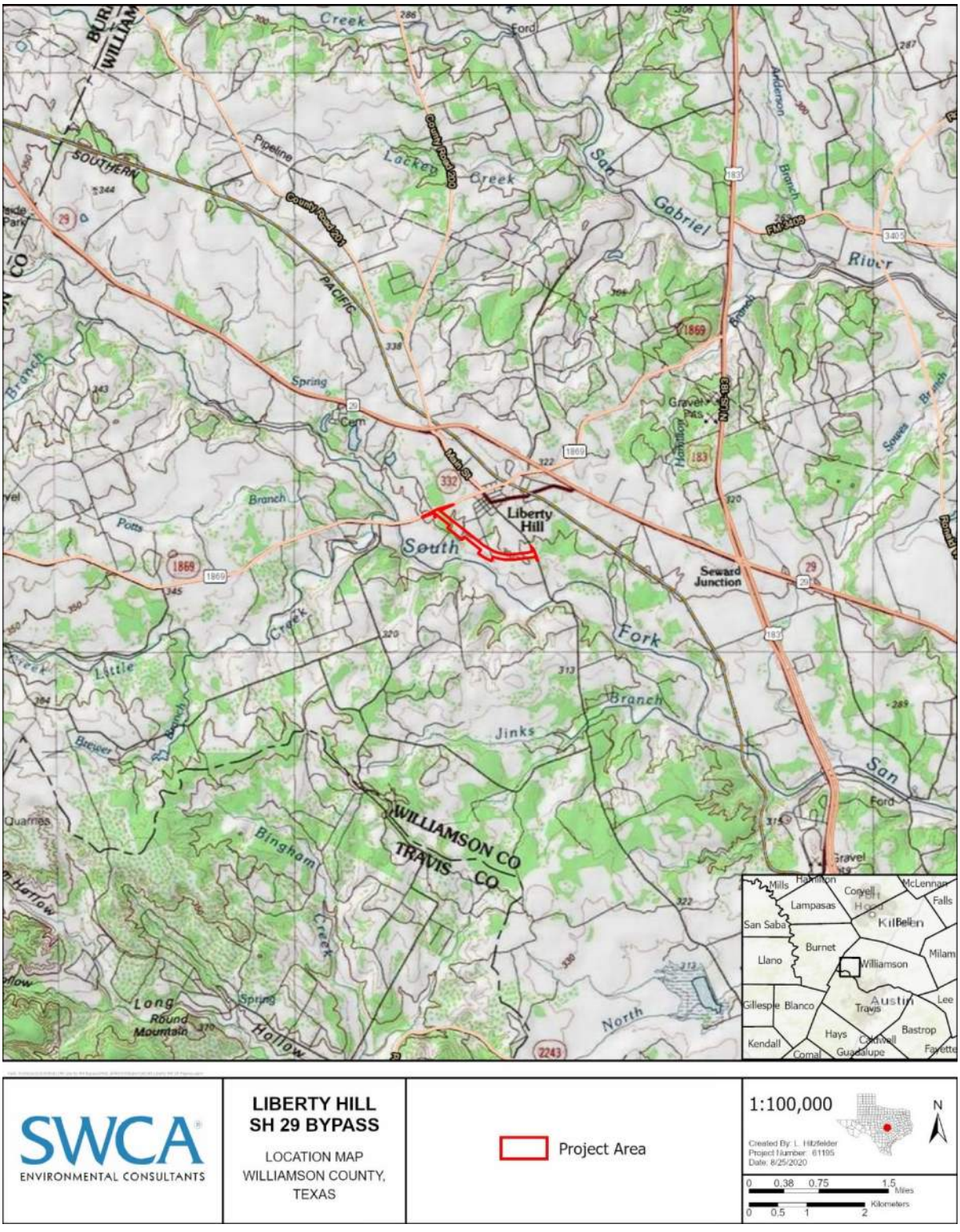


Figure 1. Project location map. (Background Imagery: USGS 2020a).

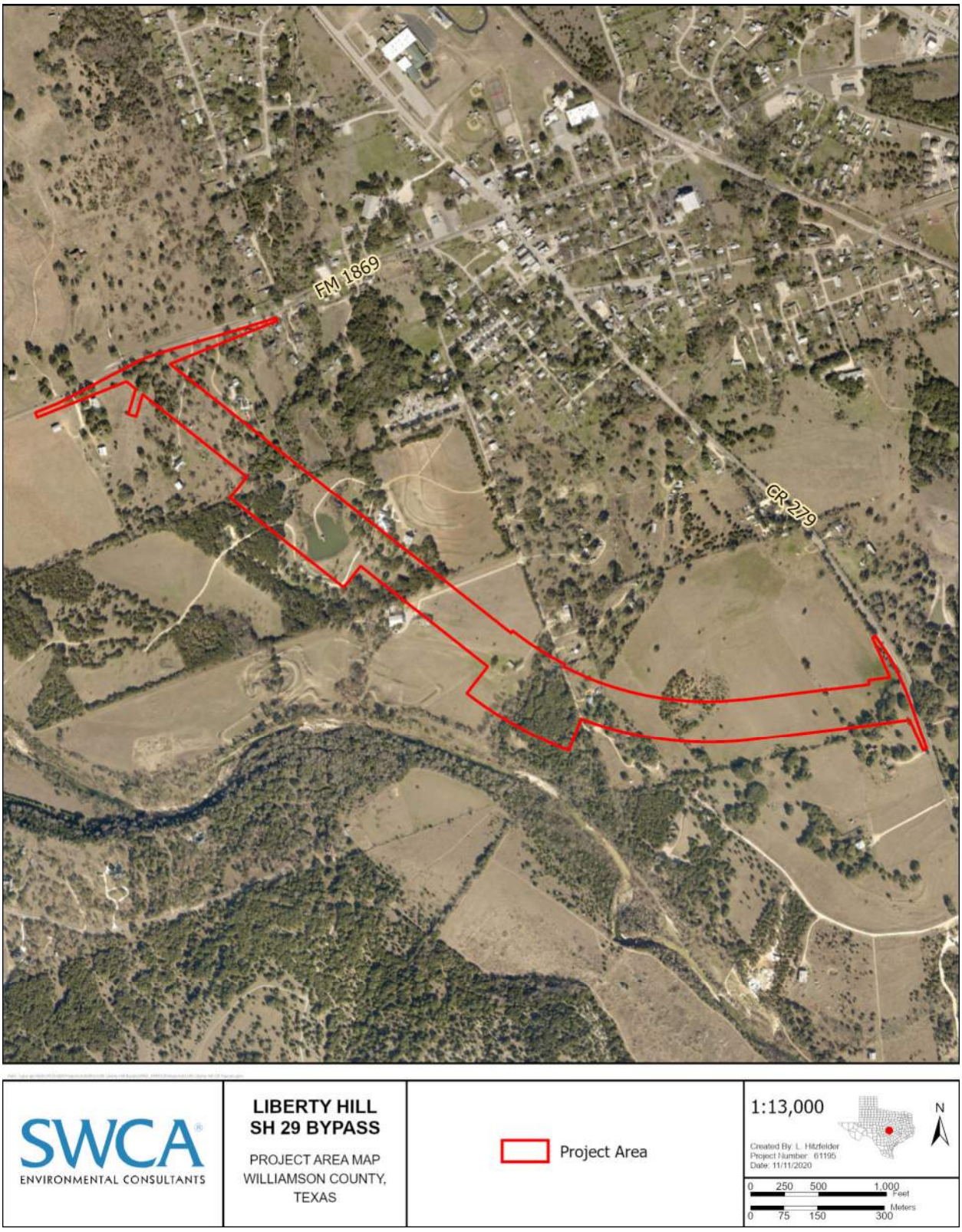


Figure 2. Project aerial location map (Background Imagery: ESRI 2018).

The surface geology within the project area consists entirely of early Cretaceous-age Glen Rose Limestone deposits, which consists of relatively thick limestone deposits with thin beds of silt and sand (USGS 2020b). Eight soil types were identified as underlying the proposed project area (NRCS 2020) (Table 1; Figure 3). The most prevalent soils mapped within the project area include the Eckrant cobbly clay series, the Georgetown stony clay loam series, and the Fairlie clay series. The Eckrant cobbly clay series consists of well-drained soils that are shallow to very shallow overlying indurated limestone bedrock and is formed from residuum derived from ridges and dissected plateaus (NRCS 2020). The Georgetown series soils consist of moderately deep, well-drained soils formed from Cretaceous-aged indurated limestone. The Georgetown soils are formed on level to gently sloping dissected plateaus (NRCS 2020). The Fairlie soil series consists of deep, moderately well-drained soils formed on nearly level to gently sloping uplands (NRCS 2020).

Table 1. Soils within the Project Area

Soil Name	Acreage	Percent of Project Area
Eckrant cobbly clay, 1 to 8 percent slopes	18.62	32.1%
Georgetown stony clay loam, 1 to 3 percent slopes	9.16	15.8%
Fairlie clay, 1 to 2 percent slopes	7.79	13.4%
Doss silty clay, moist, 1 to 5 percent slopes	6.74	11.6%
Eckrant extremely stony clay, 0 to 3 percent slopes	5.44	9.4%
Sunev silty clay loam, 1 to 3 percent slopes	4.03	6.9%
Denton silty clay, 1 to 3 percent slopes	3.97	6.8%
Denton silty clay, 3 to 5 percent slopes	2.33	4.0%
Total	**58.08**	**100.0%**

Source: NRCS 2020

PREVIOUS ARCHAEOLOGICAL INVESTIGATIONS AND KNOWN RESOURCES

On August 24, 2020, SWCA completed desktop reviews of the project. The study area includes an approximately 58.08-acre (23.5-ha) project area and an additional 0.6-mile (1-km) radius around the project components (Figure 4). The review used the Texas Archeological Sites Atlas online database (Texas Historical Commission [THC 2020]) to identify previously conducted surveys and known sites within the study area. The review also consulted historical topographic maps available through the USGS Historical Topographic Map Explorer (USGS 2020c), the Texas Historic Overlay (Foster et al. 2006), and modern aerial imagery to identify land use practices that may indicate the potential for or presence of cultural resources within the project area.

The file search and literature review identified three previously recorded cultural resources surveys, two previously recorded archaeological sites, and two Texas Historic Markers within the study area. Only one of the previous surveys intersects with the project area (THC 2020) (see Figure 4). No National Register of Historic Places (NRHP) properties, State Antiquities Landmarks (SAL), cemeteries, or local neighborhood surveys were identified within the project area or the study area. Additionally, the historic map review identified a total of 254 potential historic standing structures and a historic railroad within the 0.6-mile (1-km) study area; of those potentially historic structures, only five are depicted within the project area and an additional 17 are depicted within 328 feet (100 meters [m]) of the project area (Foster et al., 2006; USGS 2020c) (see Figure 4).

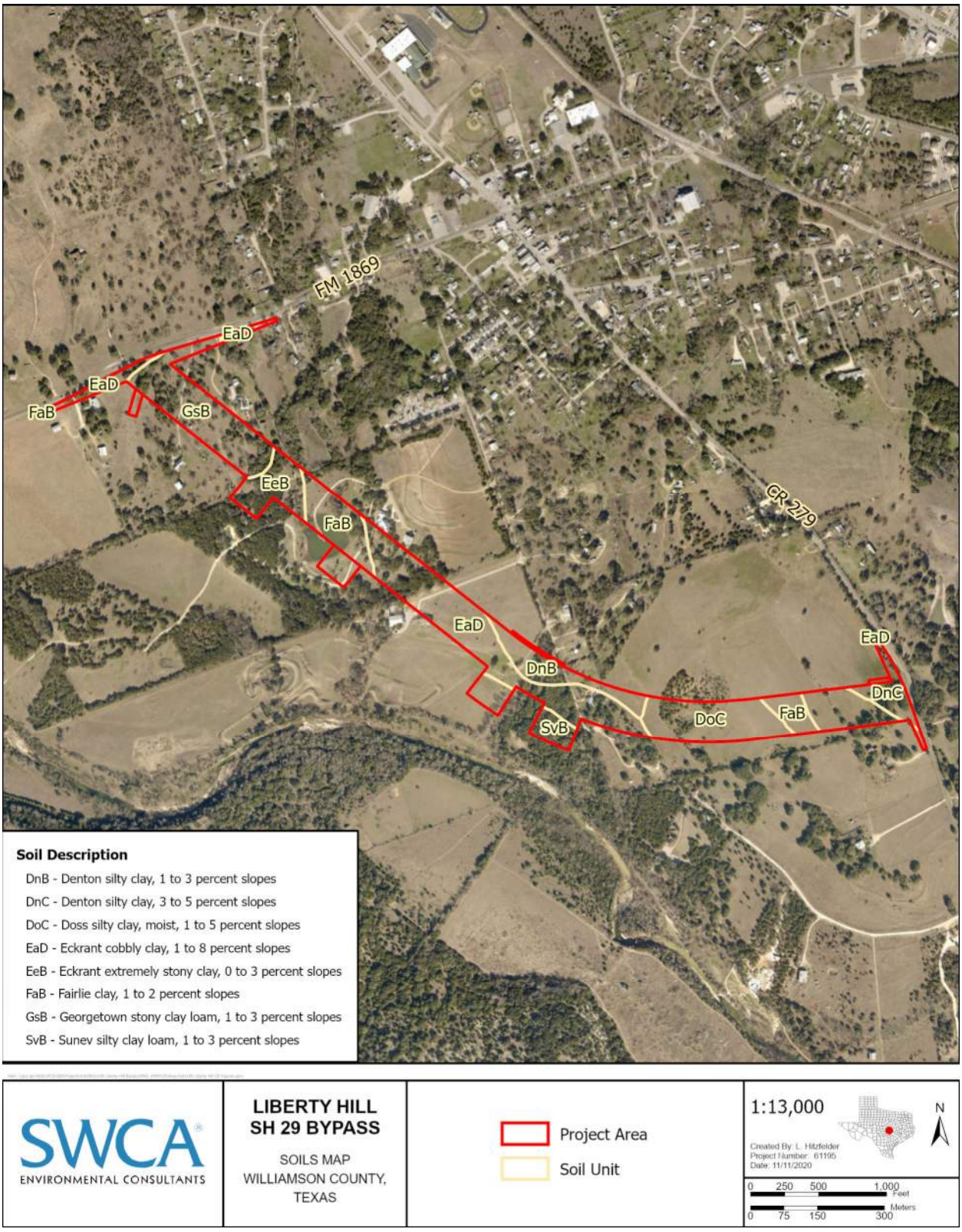


Figure 3. Soils Map (Background Imagery: ESRI 2018).

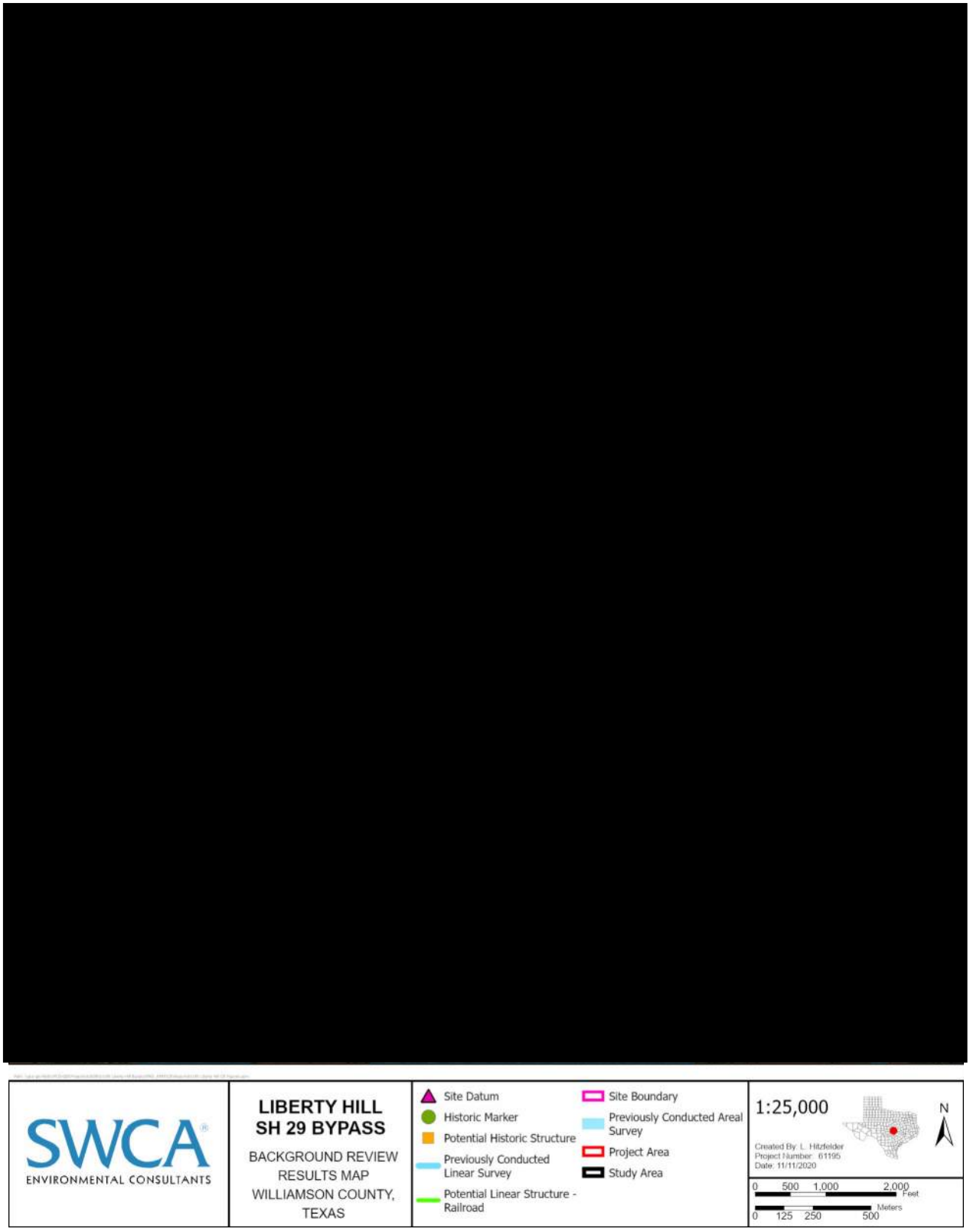


Figure 4. Background review results map (Background Imagery: ESRI 2018).

REDACTED

METHODS

SWCA will implement field survey methods that comply with technical standards and requirements established by the THC, Council of Texas Archeologists (CTA), and the USACE. Two SWCA professional archaeologists will conduct a pedestrian survey of the project area using systematic transects spaced no more than 98.4 feet (30 m) apart. This procedure will examine visible ground surfaces for cultural materials and aboveground features. Visual examination will be supplemented through shovel tests hand-excavated within the property. Shovel testing will be conducted in areas that hold potential for intact, subsurface archaeological resources. Shovel tests will not be conducted and/or will be limited in areas within pre-existing utility ROWs, disturbed by modern homestead development, or in upland settings lacking soils or displaying bedrock exposures. Shovel tests will be excavated according to THC standards. Linear projects require at least one survey transect for every 98 feet (30 m) of corridor width, with at least one shovel test excavated per 328 linear feet (100 linear meters) on each transect. The main corridor of the currently proposed project is approximately 295 feet (90 m) wide and 1.24 miles (2 km) long, which would require at least 60 shovel tests. Additions to the corridor footprint, including turn lanes and workspaces, will require a further 31 shovel tests, bringing the total minimum proposed shovel tests to 91. SWCA will excavate shovel tests in 8 inch (20-centimeter [cm]) arbitrary levels to 31.5 inches (80 cm) in depth, impervious surfaces, groundwater, or to culturally sterile deposits, whichever comes first. The matrix will be screened through ¼-inch mesh. Archaeologists will plot each shovel test using a global positioning system (GPS) receiver and will record each test on appropriate project field forms. Areas with cultural resources will require additional shovel testing at closer spacing to delineate the boundaries of buried cultural materials.

The potential for deeply buried cultural deposits is currently deemed low based on the previously discussed soils and geology information. The majority of the soils mapped within the project area consist of shallow indurated limestone with a low potential to contain deeply buried cultural deposits. The field assessment will further define the potential of a site and methods will be adjusted accordingly.

Previously identified resources as well as any newly identified archaeological sites will be explored as much as possible with consideration to the boundaries of the project. All discovered sites will be assessed regarding their potential significance, so that recommendations can be made for proper management (i.e., avoidance, non-avoidance, or further work), and will be assessed for SAL and NRHP eligibility. Shovel tests will be excavated per THC/CTA standards to define horizontal and vertical site boundaries.

SWCA will complete appropriate State of Texas Archaeological Site Data Forms for each site discovered during the investigations. SWCA will produce a detailed plan map of each site and plot locations on USGS 7.5-minute topographic quadrangles and relevant project maps. Unless otherwise required by the THC or USACE, SWCA will conduct a non-collection survey, where artifacts will be tabulated, analyzed, photographed, and documented in the field. Field notes will be kept at the SWCA Austin location. If the survey data allows, SWCA archaeologists will make a significance determination using the criteria listed in 36 CFR 60.4. If determined to be potentially significant and eligible for listing on the NRHP or as an SAL, additional work may be required to study or mitigate the resource prior to any construction.

During the survey, the field team will also plot, record, and photograph any buildings or structures within or directly adjacent to the area of potential effect that appear to be more than 45 years in age. These potential historic features will be evaluated by a U.S. Secretary of the Interior-qualified architectural historian to identify if they are potentially eligible for listing on the NRHP and will be reported separately under the same antiquities permit. The architectural evaluation will use standard industry-recognized methods in the analysis, including National Park Service National Register Bulletins 15 and 39. The report will include an evaluation of the resources using the NRHP criteria of evaluation (36 CFR 60.4).

REPORTING AND CURATION

Once the cultural resources survey has been completed, SWCA will prepare a report for review by Williamson County, LJA, THC, and potentially USACE. The report of the investigations will conform to the CTA and THC standards and guidelines. The report will include the results of the background review and the field survey. Specifically, the report will provide the methodology used in the investigations, the presence and condition of previously recorded sites located in the project area, photographs illustrating the environment and setting, a description of cultural resources encountered during the survey, recommendations for management of those cultural resources, and recommendations for additional investigations, if warranted. The architectural review will be submitted in a separate report. SWCA will submit a draft digital copy of the report to Williamson County and LJA for review and comment. SWCA will address all comments and concerns, and at the request of Williamson County, the revised draft will be submitted to the THC for review. SWCA will address any comments or concerns and produce a final report to complete requirements of the Antiquities Permit. SWCA is proposing a no-collection survey; however, documentation will be curated at The University of Texas San Antonio, Center for Archaeological Research.

UNANTICIPATED DISCOVERY OF HUMAN REMAINS

In the event of unexpected discovery of human remains or funerary objects/contexts during the survey, SWCA will comply with all applicable state laws (Texas Health and Safety Code Section 711 and the Texas Administrative Code Title 13, Chapter 22, Sections 22.1 through 22.6.), as well as taking into account the Advisory Council on Historic Preservation's 2007 Policy Statement on the Treatment of Burial Sites. Any

human skeletal remains that may be discovered will, at all times, be treated with dignity and respect. If human remains are uncovered during investigations, the following steps will be taken:

- SWCA will halt excavation of the remains and shall notify the Williamson County sheriff and the THC. The sheriff will be requested to contact the coroner/medical examiner. After examining the human remains, if the sheriff and coroner determine the remains are modern, then the sheriff or coroner will assume responsibility for the remains.

- Appropriate measures will be taken to ensure that the remains are protected and not disturbed prior to the conclusion of investigation by law enforcement and consultation with appropriate groups to determine next steps (if needed).

- Excavations (e.g., shovel testing) within 328 feet (100 m) of the find will be halted until the THC authorizes continued work in those areas.

- Surveys will continue elsewhere in the project area.

- If the county sheriff and coroner determine that the remains are not modern or a crime scene, thereby relinquishing their jurisdiction over the remains, SWCA will coordinate with the project and THC to determine the appropriate course of action and file *Notice of the Existence of a Cemetery*.

REFERENCES

ESRI

2018 *World Imagery by ESRI.* Online database available at https://services.arcgisonline.com/ArcGIS/rest/services/World_Imagery/MapServer. Accessed November 2020.

Foster, T. R., T. Summerville, and T. Brown

2006 *The Texas Historic Overlay: A Geographic Information System of Historic Map Images for Planning Transportation Projects in Texas.* Prepared for the Texas Department of Transportation by PBS&J, Austin.

Natural Resources Soil Service (NRCS)

2020 Web Soil Survey. Online database available at https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm. Accessed August 2020.

Texas Historical Commission

2020 Texas Archeological Sites Atlas restricted database, Texas Historical Commission. Available at: http://atlas.thc.texas.gov. Accessed August 2020.

U.S. Geological Survey (USGS)

2019 *Liberty Hill, TX* [map]. 1:24,000, 7.5-Minute Series topographic quadrangle. U.S. Department of the Interior, U.S. Geologic Survey, Washington D.C.

2020a ArcGIS USGS Topographic Map (Large). Available at: http://services.nationalmap.gov/arcgis/rest/services/USGSTopoLarge/MapServer. Accessed November 2020.

2020b Texas Geology Web Map Viewer. Available at: https://txpub.usgs.gov/txgeology/. Accessed August 2020.

2020c The National Geologic Map Database (TopoView). Historical topographic map collection. Available at: http://ngmdb.usgs.gov/maps/TopoView/. Accessed August 2020.

Commissioners Court - Regular Session **82.**

Meeting Date: 11/17/2020

Bartlett and Coupland Street CONSOR 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 Bartlett and Coupland Streets contract between Williamson County and CONSOR Engineers, LLC relating to the 2019 Road Bond Program. Project: P369. Fund Source: Road Bonds.

Background

CONSOR contract amendment #1 increases the compensation cap by $150,000.00 from $150,000.00 to $300,000.00. The additional money will allow for the execution of a Work Authorization for Bartlett Street [P369]. The original PSA amount was not large enough for the original intended scope of both projects.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BartlettCoupland-CONSOR-ContractAmendment1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/12/2020 11:24 AM
Form Started By: Marie Walters		Started On: 11/12/2020 08:51 AM
Final Approval Date: 11/12/2020		

DocuSign Envelope ID: 72DA6902-60E8-478B-B6FA-FDAA0820A885

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Bartlett & Coupland Streets ("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 CONSOR Engineers, LLC (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 $ 150,000; 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 $ 150,000 to $ 300,000.

II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

DocuSign Envelope ID: 72DA6902-60E8-478B-B6FA-FDAA0820A885

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: DocuSigned by: Zina Schwartz, PE
B2FBD6C47A5241E...
Signature

Zina Schwartz
Printed Name

Executive Vice President
Title

11/2/2020 | 1:43:03 PM EST
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

11/3/2020

Commissioners Court - Regular Session **83.**

Meeting Date: 11/17/2020

CR 366 Garver Contract Amendment No. 3

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 3 to the CR 366 contract between Williamson County and Garver, LLC relating to the 2019 Road Bond Program. Project: P296. Fund Source: Road Bonds.

Background

Garver contract amendment #3 amends the Exhibit D Rate Schedule according to the CPI Rate Adjustment language shown in the master contract. It also adds two new rate categories for the sub HVJ for field investigations and borings as they ran into rock sooner than anticipated (a mudstone material that needs to be drilled through to reach the required 80-feet depth).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR366-Garver-ContractAmendment3

CPI2020

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/12/2020 11:19 AM
Form Started By: Marie Walters		Started On: 11/12/2020 10:26 AM
Final Approval Date: 11/12/2020		

285 SE Inner Loop
Suite 110
Georgetown, TX 78626

TEL 512.485.0020
FAX 512.485.0021

www.GarverUSA.com

November 2, 2020

The Honorable Bill Gravell, Jr.
Williamson County Judge
c/o Mike Weaver
HNTB
701 Brazos, Suite 450
Austin, TX 78701

Re: 2020-2021 Billing Rate Schedule

Dear Judge Gravell / Mr. Weaver:

Please accept the attached proposed **2020-2021 Billing Rate Schedule** by Classification for our work under the **Professional Services Agreement (PSA)** and **Work Authorizations no. 01 and no. 02 for Williamson County Road 366, Carlos G. Parker Blvd. to Chandler Rd.** Contract was executed on September 13th, 2017. The labor rate increase is in accordance with Exhibit D of the referenced PSA. Additionally, two rates for the required geotechnical services are being added.

We are respectfully requesting this rate increase to be effective thirty (30) days after the date of this request, November 2, 2020.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

Glenn G. Gregory, Jr., P.E.
Vice President

Attachments: Proposed 2020-21 Rates, backup information

CONTRACT AMENDMENT NO. 03
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT: Williamson County Rd. 366, Carlos G. Parker, Blvd. to Chandler Rd. ("Project")

THIS CONTRACT AMENDMENT NO. **03** 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 **Garver, LLC** (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective **September 13, 2017** (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $ 2,000,000.00 ; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Garver hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).
II. The HVJ Associates, Inc. Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: _____ Digitally signed by Glenn G Gregory, Jr. Date: 2020.11.02 14:43:11-06'00'
Signature

Glenn G. Gregory, Jr.
Printed Name

Vice President
Title

11/02/2020
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

11/11/2020

EXHIBIT D
RATE SCHEDULE

APPENDIX B
CR 366
Garver Hourly Rate Schedule: October 2020 - October 2021

Classification	Rates
Engineers / Architects	
E-1: EIT	$ 105.44
E-2: Engineer	$ 115.98
E-3: Design Engineer	$ 149.73
E-4: Project Engineer	$ 175.03
E-5: Senior Project Engineer	$ 214.04
E-6: Engineering Specialist/Project Manager	$ 253.06
E-7: Senior Project Manager	$ 311.06
Planners / Environmental Specialist	
P-1: Planner/Environmental Specialist I	$ 105.44
P-2: Planner/Environmental Specialist II	$ 137.07
P-3: Planner/Environmental Specialist III	$ 162.37
P-4: Planner/Environmental Specialist IV	$ 227.76
P-6: Senior Planner/Environmental Specialist	$ 300.52
Designers	
D-1: Designer/Environmental Scientist I	$ 100.17
D-2: Designer/Environmental Scientist II	$ 117.03
D-3: Senior Designer/Environmental Scientist	$ 139.19
Technicians	
T-1: Intern	$ 78.02
T-2: Technician	$ 99.11
T-3: Senior Technician	$ 120.20
Management/Administration	
M-1: Principal	$ 347.95
X-1: Administrative Asst./ Admin Intern	$ 61.15
X-2: Administrative Assistant	$ 83.30
X-6: Senior Scheduler	$ 225.72

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Summary of Changes to CPI

Month	Year	CPI
Sep	2019	246.891
Sep	2020	250.193
Variance		3.302
% Variance (escalation)		**1.34%**

HVJ & Associates
Geotechnical Investigation

	Rate / Unit
Field Investigation	
Mobilization/Demobilization	$400.00 each
Drill Rig Minimum Charge	$900.00 each
Undisturbed sample boring w/3" Shelby tube	$22.50 linear foot
Add for coring in rock:	
*Rock Coring 0'-50' Depth	$35.00 linear foot
*Rock Coring 50'-100' Depth	$40.00 linear foot
Texas Cone Penetration Test	$25.00 each
Standard Penetration Test	$22.50 each
Grout Backfill	$5.00 linear foot
Traffic Control	$1,200.00 cost
Vehicle Trips – specialty vehicle for drill crew support	$75.00 per day
Laboratory Testing	
Moisture Content	$18.00 each
Hydrometer Analysis	$200.00 each
Atterberg Limits	$75.00 each
Unconfined Compressive Strength Test	$65.00 each
Texas Triaxial	$1,750.00 each
Percent Passing No. 200 Sieve	$35.00 each
Sulfate Testing	$75.00 each
Soil PH Testing	$200.00 each
FWD Testing and Traffic Counts	
Mobilization/Demobilization	$400.00 each
FWD Equipment	$2,600.00 day
Traffic Control	$1,200.00 cost
Engineering Labor	
Senior Project Manager	$175.00 hour
Project Engineer	$125.00 hour
Staff Engineer	$100.00 hour
Senior Technician	$60.00 hour
Technician	$55.00 hour

*Rock Coring rates added as part of Amendment #3

NEWS RELEASE
BUREAU OF LABOR STATISTICS
U. S. DEPARTMENT OF LABOR

For Release: Tuesday, October 13, 2020 **20-1952-ATL**

SOUTHEAST INFORMATION OFFICE: Atlanta, Ga.
Technical information: (404) 893-4222 BLSInfoAtlanta@bls.gov www.bls.gov/regions/southeast
Media contact: (404) 893-4220

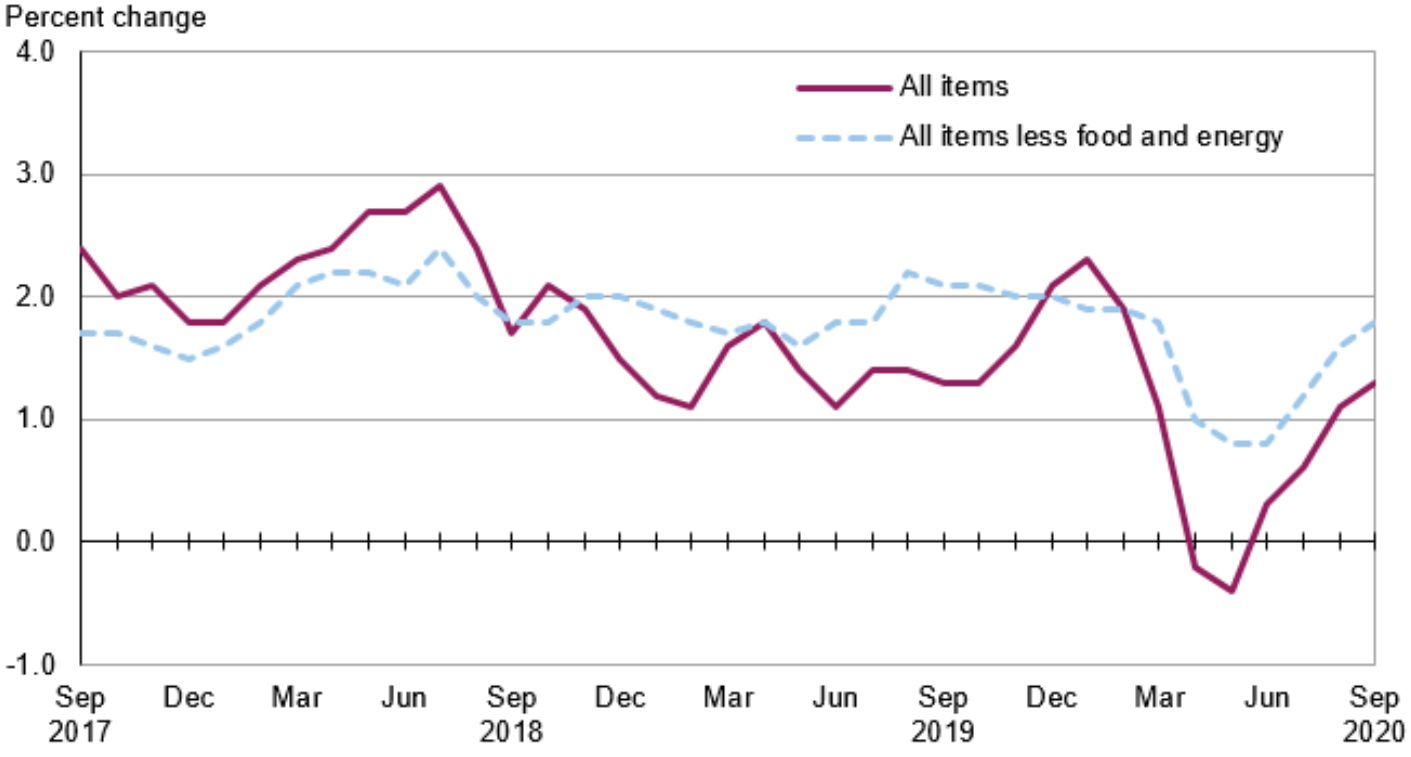
Consumer Price Index, South Region – September 2020

Prices in the South up 0.2 percent over the month and 1.3 percent over the year

The Consumer Price Index for All Urban Consumers (CPI-U) for the South rose 0.2 percent in September, the U.S. Bureau of Labor Statistics reported today. The index for all item less food and energy edged up 0.2 percent from August to September, while the energy index increased 1.4 percent. The food index was unchanged over the month. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes reflect the impact of seasonal influences.)

The all items CPI-U for the South rose 1.3 percent for the 12 months ending September 2020. The index for all items less food and energy increased 1.8 percent over the past year, while the food index advanced 3.7 percent. In contrast, the energy index declined 7.7 percent over the past 12 months. (See chart 1 and table 1.)

Chart 1. Over-the-year percent change in CPI-U, South region, September 2017–September 2020



Source: U.S. Bureau of Labor Statistics.

Food
The food index was unchanged in September. The food at home index declined 0.4 percent over the month, while the food away from home index rose 0.5 percent.

The food index advanced 3.7 percent for the 12 months ending in September, reflecting increases in the food at home (4.3 percent) and food away from home (3.0 percent) indexes.

Energy
The energy index rose 1.4 percent in September, reflecting increases in the gasoline (1.8 percent), electricity (0.8 percent), and the utility (piped) gas service (3.6 percent) indexes.

The energy index declined 7.7 percent for the 12 months ending in September, led by a 15.0-percent drop in the gasoline index. The electricity index also declined over the past year, down 0.9 percent, while the utility (piped) gas service index rose 3.8 percent.

All items less food and energy
The index for all items less food and energy edged up 0.2 percent in September. Several indexes increased over the month, most notably used cars and trucks, and apparel, up 2.0 percent each. In contrast, motor vehicle insurance declined 3.1 percent in September.

The index for all items less food and energy rose 1.8 percent for the 12 months ending in September. The shelter index increased 2.2 percent over the 12-month span, and the medical care index rose 3.5 percent—reflecting a 4.5 percent increase in the medical care services index. Over the past year, the used cars and trucks index advanced 10.3 percent. Apparel was among the indexes to decline over the year, down 6.3 percent.

Geographic divisions
Additional price indexes are now available for the three divisions of the South. Over the month, the all items CPI-U rose 0.3 percent in the West South Central division and 0.2 percent in the South Atlantic division. The all items index in the East South Central division was unchanged in September.

The all items index advanced 1.8 percent in the South Atlantic division for the 12 months ending in September. Over the past year, the all items index rose 1.2 percent in the East South Central division and 0.6 percent in the West South Central division.

Table A. South region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2016		2017		2018		2019		2020	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January	0.0	1.2	0.5	2.6	0.5	1.8	0.2	1.2	0.3	2.3
February	0.1	0.7	0.2	2.8	0.6	2.1	0.5	1.1	0.2	1.9
March	0.6	0.7	0.0	2.2	0.2	2.3	0.7	1.6	-0.1	1.1
April	0.4	0.9	0.2	2.0	0.4	2.4	0.5	1.8	-0.8	-0.2
May	0.4	0.9	0.0	1.7	0.3	2.7	-0.1	1.4	-0.2	-0.4
June	0.4	0.8	0.2	1.5	0.2	2.7	-0.1	1.1	0.6	0.3
July	-0.2	0.7	-0.2	1.6	0.0	2.9	0.3	1.4	0.6	0.6
August	0.1	1.0	0.4	1.9	-0.1	2.4	-0.1	1.4	0.4	1.1
September	0.2	1.4	0.7	2.4	0.0	1.7	0.0	1.3	0.2	1.3
October	0.1	1.5	-0.2	2.0	0.2	2.1	0.2	1.3		
November	-0.1	1.6	-0.1	2.1	-0.3	1.9	0.0	1.6		
December	0.1	2.0	-0.1	1.8	-0.5	1.5	0.0	2.1		

The Consumer Price Index for October 2020 is scheduled to be released on Thursday, November 12, 2020.

Coronavirus (COVID-19) Impact on September 2020 Consumer Price Index Data

Data collection by personal visit for the Consumer Price Index (CPI) program has been suspended since March 16, 2020. When possible, data normally collected by personal visit were collected either online or by phone. Additionally, data collection in September was affected by the temporary closing or limited operations of certain types of establishments. These factors resulted in an increase in the number of prices considered temporarily unavailable and imputed. While the CPI program attempted to collect as much data as possible, many indexes are based on smaller amounts of collected prices than usual, and a small number of indexes that are normally published were not published this month. Additional information is available at www.bls.gov/covid19/effects-of-covid-19-pandemic-on-consumer-price-index.htm.

Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers 29 percent of the total population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 5,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date (1982-84) that equals 100.0. An increase of 16.5 percent, for example, is shown as 116.5. This change can also be expressed in dollars as follows: the price of a base period "market basket" of goods and services in the CPI has risen from $10 in 1982-84 to $11.65. For further details see the CPI home page on the Internet at www.bls.gov/cpi and the BLS Handbook of Methods, Chapter 17, The Consumer Price Index, available on the Internet at www.bls.gov/opub/hom/pdf/homch17.pdf.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater

volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The **South region** is comprised of Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Federal Relay Service: (800) 877-8339.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods South (1982-84=100 unless otherwise noted)

Item and Group	Indexes			Percent change from-		
	Jul. 2020	Aug. 2020	Sep. 2020	Sep. 2019	Jul. 2020	Aug. 2020
Expenditure category						
All Items	248.619	249.639	250.193	1.3	0.6	0.2
All items (December 1977=100)	403.295	404.949	405.847	-	-	-
Food and beverages	264.373	264.458	264.368	3.6	0.0	0.0
Food	266.084	266.136	266.052	3.7	0.0	0.0
Food at home	250.534	250.281	249.182	4.3	-0.5	-0.4
Cereal and bakery products	292.139	291.189	290.255	3.1	-0.6	-0.3
Meats, poultry, fish, and eggs	265.055	260.434	258.581	6.4	-2.4	-0.7
Dairy and related products	226.335	231.615	231.513	3.9	2.3	0.0
Fruits and vegetables	288.508	287.130	287.116	1.8	-0.5	0.0
Nonalcoholic beverages and beverage materials	177.456	178.385	177.118	4.9	-0.2	-0.7
Other food at home	219.653	220.955	219.764	4.6	0.1	-0.5
Food away from home	292.021	292.515	293.894	3.0	0.6	0.5
Alcoholic beverages	240.369	240.886	240.727	1.2	0.1	-0.1
Housing	249.635	250.273	250.701	2.0	0.4	0.2
Shelter	289.271	290.072	290.417	2.2	0.4	0.1
Rent of primary residence	305.309	305.966	306.246	2.9	0.3	0.1
Owners' equiv. rent of residences(1)	292.061	292.725	293.143	2.5	0.4	0.1
Owners' equiv. rent of primary residence(1)	292.066	292.729	293.141	2.5	0.4	0.1
Fuels and utilities	240.888	240.691	242.841	0.5	0.8	0.9
Household energy	192.190	191.407	193.607	-0.4	0.7	1.1
Energy services	192.625	191.812	194.100	-0.3	0.8	1.2
Electricity	191.208	190.939	192.547	-0.9	0.7	0.8
Utility (piped) gas service	186.156	181.795	188.411	3.8	1.2	3.6
Household furnishings and operations	126.993	127.567	127.310	2.1	0.2	-0.2
Apparel	122.242	123.292	125.739	-6.3	2.9	2.0
Transportation	199.550	201.553	202.301	-2.7	1.4	0.4
Private transportation	200.137	202.515	203.361	-1.7	1.6	0.4
New and used motor vehicles(2)	102.133	104.424	105.359	4.0	3.2	0.9
New vehicles	152.806	152.499	152.647	0.0	-0.1	0.1
New cars and trucks(2)(3)	104.036	103.824	103.927	0.0	-0.1	0.1
New cars(3)	152.137	151.954	152.146	-0.2	0.0	0.1
Used cars and trucks	142.878	151.267	154.324	10.3	8.0	2.0
Motor fuel	178.531	177.321	180.363	-15.0	1.0	1.7
Gasoline (all types)	177.501	176.306	179.410	-15.0	1.1	1.8
Unleaded regular(3)	171.837	170.595	173.733	-15.4	1.1	1.8
Unleaded midgrade(3)(4)	204.942	204.100	207.647	-12.2	1.3	1.7
Unleaded premium(3)	206.574	205.964	208.219	-11.6	0.8	1.1
Motor vehicle insurance(5)	924.471	929.647	901.172	-5.3	-2.5	-3.1
Medical care	491.186	492.367	492.009	3.5	0.2	-0.1
Medical care commodities	351.776	350.592	350.093	-1.1	-0.5	-0.1
Medical care services	538.389	540.367	540.055	4.5	0.3	-0.1
Professional services	374.077	374.339	374.947	2.2	0.2	0.2
Recreation(2)	120.971	121.889	122.694	1.6	1.4	0.7
Education and communication(2)	134.999	135.936	135.932	2.3	0.7	0.0
Tuition, other school fees, and child care(5)	1,363.901	1,371.846	1,372.016	1.7	0.6	0.0
Other goods and services	442.820	443.482	445.382	3.2	0.6	0.4
Commodity and service group						
All Items	248.619	249.639	250.193	1.3	0.6	0.2
Commodities	182.854	183.915	184.581	0.4	0.9	0.4

Note: See footnotes at end of table.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods South (1982-84=100 unless otherwise noted) - Continued

Item and Group	Indexes			Percent change from-		
	Jul. 2020	Aug. 2020	Sep. 2020	Sep. 2019	Jul. 2020	Aug. 2020
Commodities less food and beverages	145.904	147.270	148.177	-1.5	1.6	0.6
Nondurables less food and beverages	184.897	185.024	186.660	-5.4	1.0	0.9
Nondurables less food, beverages, and apparel	223.410	223.040	224.279	-5.1	0.4	0.6
Durables	107.789	109.716	110.107	2.7	2.2	0.4
Services	315.038	315.995	316.419	1.9	0.4	0.1
Rent of shelter(1)	297.272	298.111	298.468	2.3	0.4	0.1
Transportation services	347.221	347.612	343.429	-4.7	-1.1	-1.2
Other services	352.837	354.860	356.738	3.0	1.1	0.5
Special aggregate indexes						
All items less medical care	235.457	236.464	237.060	1.1	0.7	0.3
All items less food	245.686	246.852	247.502	1.0	0.7	0.3
All items less shelter	233.855	234.962	235.597	0.9	0.7	0.3
Commodities less food	148.689	150.039	150.923	-1.4	1.5	0.6
Nondurables	222.551	222.658	223.468	-0.6	0.4	0.4
Nondurables less food	187.833	187.983	189.510	-4.9	0.9	0.8
Nondurables less food and apparel	223.811	223.523	224.629	-4.6	0.4	0.5
Services less rent of shelter(1)	347.300	348.434	348.956	1.5	0.5	0.1
Services less medical care services	295.117	295.987	296.465	1.6	0.5	0.2
Energy	181.487	180.522	183.065	-7.7	0.9	1.4
All items less energy	256.779	258.003	258.361	2.1	0.6	0.1
All items less food and energy	255.588	257.015	257.450	1.8	0.7	0.2
Commodities less food and energy commodities	145.197	146.846	147.487	1.0	1.6	0.4
Energy commodities	182.064	180.870	183.862	-14.8	1.0	1.7
Services less energy services	328.000	329.140	329.373	2.1	0.4	0.1

Footnotes
(1) Indexes on a December 1982=100 base.
(2) Indexes on a December 1997=100 base.
(3) Special index based on a substantially smaller sample.
(4) Indexes on a December 1993=100 base.
(5) Indexes on a December 1977=100 base.
- Data not available.
Regions defined as the four Census regions. South includes Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

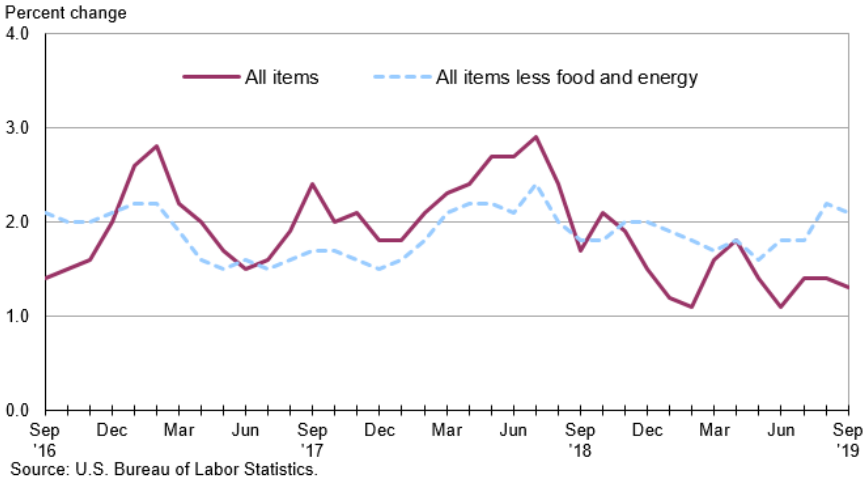
Consumer Price Index, South Region – September 2019

Prices in the South unchanged over the month; up 1.3 percent over the year

The Consumer Price Index for All Urban Consumers (CPI-U) for the South was unchanged in September, the U.S. Bureau of Labor Statistics reported today. Since August, the energy index declined 0.5 percent, while the food index inched up 0.1 percent. The all items less food and energy index was unchanged from August to September. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes reflect the impact of seasonal influences.)

The all items CPI-U for the South increased 1.3 percent from September 2018 to September 2019. Over the year, the all items less food and energy index advanced 2.1 percent and the food index rose 1.6 percent. The energy index declined 5.5 percent over the 12-month period. (See chart 1 and table 1.)

Chart 1. Over-the-year percent change in CPI-U, South region, September 2016–September 2019



Source: U.S. Bureau of Labor Statistics.

Food

The food index was little changed from August to September, up 0.1 percent. The food at home index and the food away from home index each inched up 0.1 percent over the month.

The food index rose 1.6 percent for the 12 months ending September 2019, led by a 3.1-percent increase in the food away from home index. The food at home index edged up 0.3 percent over the 12-month period.

Energy

The energy index declined 0.5 percent in September, reflecting declines in the gasoline (-1.2 percent) and utility (piped) gas service (-2.6 percent) indexes. Since August, the electricity index was up 0.5 percent.

The energy index was down 5.5 percent over the past 12 months, reflecting an 11.4-percent drop in the gasoline index. Since September 2018, the electricity and the utility (piped) gas service indexes increased, up 1.8 and 3.2 percent, respectively.

All items less food and energy

The index for all items less food and energy was unchanged in September. Several categories recorded increases, most notably shelter (0.3 percent), apparel (0.8 percent), and recreation (0.3 percent). In contrast, new and used motor vehicles was among the indexes that declined from August to September, down 1.5 percent.

Since September 2018, the index for all items less food and energy advanced 2.1 percent, reflecting increases in the shelter (3.3 percent) and medical care (2.9 percent) indexes.

Geographic divisions

Additional price indexes are now available for the three divisions of the South. Over the month, the all items CPI-U edged down 0.2 percent in the East South Central division. In contrast, the all items index inched up 0.1 percent in the West South Central division, and was unchanged in the South Atlantic division.

Over the year, the all items index advanced 1.7 percent in the South Atlantic division. The all items index rose 1.0 percent in the West South Central division and 0.5 percent in the East South Central division.

Table A. South region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2015		2016		2017		2018		2019	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January	-0.7	-0.4	0.0	1.2	0.5	2.6	0.5	1.8	0.2	1.2
February	0.5	-0.3	0.1	0.7	0.2	2.8	0.6	2.1	0.5	1.1
March	0.6	-0.3	0.6	0.7	0.0	2.2	0.2	2.3	0.7	1.6
April	0.3	-0.6	0.4	0.9	0.2	2.0	0.4	2.4	0.5	1.8

News Release Information

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CPI chart package

Month	2015		2016		2017		2018		2019	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
May	0.4	-0.4	0.4	0.9	0.0	1.7	0.3	2.7	-0.1	1.4
June	0.5	-0.1	0.4	0.8	0.2	1.5	0.2	2.7	-0.1	1.1
July	-0.1	-0.1	-0.2	0.7	-0.2	1.6	0.0	2.9	0.3	1.4
August	-0.2	-0.2	0.1	1.0	0.4	1.9	-0.1	2.4	-0.1	1.4
September	-0.2	-0.4	0.2	1.4	0.7	2.4	0.0	1.7	0.0	1.3
October	0.0	-0.1	0.1	1.5	-0.2	2.0	0.2	2.1		
November	-0.2	0.3	-0.1	1.6	-0.1	2.1	-0.3	1.9		
December	-0.4	0.5	0.1	2.0	-0.1	1.8	-0.5	1.5		

The Consumer Price Index for October 2019 is scheduled to be released on Wednesday, November 13, 2019.

Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers 29 percent of the total population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

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Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods
South (1982-84=100 unless otherwise noted)

Item and Group	Indexes			Percent change from-		
	Jul. 2019	Aug. 2019	Sep. 2019	Sep. 2018	Jul. 2019	Aug. 2019
Expenditure category						
All Items	247.250	246.953	246.891	1.3	-0.1	0.0
All items (December 1977=100)	401.075	400.593	400.492	-	-	-
Food and beverages	254.928	255.037	255.288	1.6	0.1	0.1
Food	256.133	256.205	256.510	1.6	0.1	0.1
Food at home	238.910	238.578	238.910	0.3	0.0	0.1
Cereal and bakery products	282.345	281.465	281.594	1.1	-0.3	0.0
Meats, poultry, fish, and eggs	244.064	243.047	243.099	-0.3	-0.4	0.0
Dairy and related products	219.642	220.224	222.735	1.5	1.4	1.1
Fruits and vegetables	284.617	283.586	282.107	-1.2	-0.9	-0.5
Nonalcoholic beverages and beverage materials	166.842	168.573	168.817	2.1	1.2	0.1
Other food at home	210.251	209.420	210.160	0.0	0.0	0.4
Food away from home	284.385	285.022	285.294	3.1	0.3	0.1
Alcoholic beverages	237.757	238.416	237.871	2.1	0.0	-0.2
Housing	245.364	245.324	245.823	3.0	0.2	0.2
Shelter	283.058	283.383	284.117	3.3	0.4	0.3
Rent of primary residence	295.659	296.843	297.531	3.5	0.6	0.2
Owners' equiv. rent of residences(1)	284.649	285.297	285.990	3.2	0.5	0.2
Owners' equiv. rent of primary residence(1)	284.657	285.306	286.002	3.2	0.5	0.2
Fuels and utilities	242.012	241.333	241.672	1.8	-0.1	0.1
Household energy	194.951	194.026	194.374	1.8	-0.3	0.2
Energy services	195.334	194.480	194.743	2.0	-0.3	0.1

Footnotes
(1) Indexes on a December 1982=100 base.
(2) Indexes on a December 1997=100 base.
(3) Special index based on a substantially smaller sample.
(4) Indexes on a December 1993=100 base.
(5) Indexes on a December 1977=100 base.

- Data not available.
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Item and Group	Indexes			Percent change from-		
	Jul. 2019	Aug. 2019	Sep. 2019	Sep. 2018	Jul. 2019	Aug. 2019
Electricity	194.543	193.267	194.256	1.8	-0.1	0.5
Utility (piped) gas service	184.077	186.213	181.434	3.2	-1.4	-2.6
Household furnishings and operations	125.685	124.888	124.737	2.6	-0.8	-0.1
Apparel	131.962	133.148	134.259	-0.8	1.7	0.8
Transportation	212.724	209.909	207.983	-2.3	-2.2	-0.9
Private transportation	211.737	208.988	206.900	-2.5	-2.3	-1.0
New and used motor vehicles(2)	102.721	102.880	101.315	0.4	-1.4	-1.5
New vehicles	153.361	153.058	152.668	-0.2	-0.5	-0.3
New cars and trucks(2)(3)	104.396	104.190	103.923	-0.3	-0.5	-0.3
New cars(3)	153.438	153.136	152.473	0.0	-0.6	-0.4
Used cars and trucks	143.788	145.103	139.853	2.4	-2.7	-3.6
Motor fuel	227.170	214.791	212.291	-11.3	-6.5	-1.2
Gasoline (all types)	226.040	213.538	210.978	-11.4	-6.7	-1.2
Unleaded regular(3)	220.592	207.977	205.364	-11.7	-6.9	-1.3
Unleaded midgrade(3)(4)	250.147	238.442	236.591	-9.6	-5.4	-0.8
Unleaded premium(3)	247.567	237.503	235.626	-8.6	-4.8	-0.8
Motor vehicle insurance(5)	951.188	951.189	951.142	0.5	0.0	0.0
Medical care	472.693	475.283	475.494	2.9	0.6	0.0
Medical care commodities	357.008	357.260	354.010	-2.8	-0.8	-0.9
Medical care services	511.765	515.165	516.589	4.3	0.9	0.3
Professional services	366.081	366.642	366.900	0.8	0.2	0.1
Recreation(2)	119.585	120.379	120.782	1.5	1.0	0.3
Education and communication(2)	132.881	133.022	132.870	-0.4	0.0	-0.1
Tuition, other school fees, and child care(5)	1,337.155	1,343.441	1,349.055	2.0	0.9	0.4
Other goods and services	430.820	431.284	431.693	1.2	0.2	0.1
Commodity and service group						
All Items	247.250	246.953	246.891	1.3	-0.1	0.0
Commodities	185.556	184.500	183.791	-0.8	-1.0	-0.4
Commodities less food and beverages	152.777	151.369	150.362	-2.1	-1.6	-0.7
Nondurables less food and beverages	201.217	197.940	197.309	-4.3	-1.9	-0.3
Nondurables less food, beverages, and apparel	243.673	237.980	236.430	-5.2	-3.0	-0.7
Durables	108.433	108.325	107.175	0.5	-1.2	-1.1
Services	309.341	309.856	310.484	2.7	0.4	0.2
Rent of shelter(1)	290.719	291.075	291.841	3.3	0.4	0.3
Transportation services	361.192	360.385	360.405	0.8	-0.2	0.0
Other services	344.499	345.916	346.447	0.8	0.6	0.2
Special aggregate indexes						
All items less medical care	234.940	234.502	234.426	1.2	-0.2	0.0
All items less food	245.621	245.269	245.153	1.3	-0.2	0.0
All items less shelter	234.326	233.793	233.429	0.5	-0.4	-0.2
Commodities less food	155.372	154.002	153.001	-2.0	-1.5	-0.6
Nondurables	226.716	224.984	224.757	-1.3	-0.9	-0.1
Nondurables less food	203.063	199.989	199.364	-3.9	-1.8	-0.3
Nondurables less food and apparel	242.033	236.860	235.395	-4.7	-2.7	-0.6
Services less rent of shelter(1)	342.479	343.204	343.686	2.1	0.4	0.1
Services less medical care services	291.088	291.376	291.938	2.5	0.3	0.2
Energy	205.779	199.306	198.260	-5.5	-3.7	-0.5
All items less energy	252.700	253.101	253.150	2.0	0.2	0.0
All items less food and energy	252.511	252.968	252.974	2.1	0.2	0.0
Commodities less food and energy commodities	146.750	146.912	146.094	0.2	-0.4	-0.6
Energy commodities	230.758	218.307	215.901	-11.2	-6.4	-1.1
Services less energy services	321.382	322.047	322.715	2.8	0.4	0.2

Footnotes
(1) Indexes on a December 1982=100 base.
(2) Indexes on a December 1997=100 base.
(3) Special index based on a substantially smaller sample.
(4) Indexes on a December 1993=100 base.
(5) Indexes on a December 1977=100 base.

- Data not available.
Regions defined as the four Census regions. South includes Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

Last Modified Date: Thursday, October 10, 2019

U.S. BUREAU OF LABOR STATISTICS Southeast Information Office Suite 7T50 61 Forsyth St., S.W. Atlanta, GA 30303
Telephone:1-404-893-4222 www.bls.gov/regions/southeast Contact Southeast Region

Commissioners Court - Regular Session **84.**

Meeting Date: 11/17/2020

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 Jack Dale Hall and Cynthia D. Surles-Hall for right of way needed on the CR 366 project (Parcel 14). Funding Source: Road Bonds P296

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hall Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/12/2020 11:12 AM
Form Started By: Charlie Crossfield		Started On: 11/12/2020 11:03 AM
Final Approval Date: 11/12/2020		

REAL ESTATE CONTRACT

CR 366 Right of Way—Parcel 14

THIS REAL ESTATE CONTRACT ("Contract") is made by **JACK DALE HALL and wife, CYNTHIA D. SURLES-HALL** (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:

> Being a 3,581 square foot (0.0822 of one acre) parcel of land consisting of two parts, 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 made a part hereof. (**Parcel 14**);

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 TWO THOUSAND FOUR HUNDRED SEVENTY and 00/100 Dollars ($2,470.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions

2.03. As an obligation which shall survive the Closing of this transaction, Purchaser agrees that as part of the proposed CR 366 improvement project upon the Property that it shall cause roadway, culvert, ditch and berm facilities to be constructed in substantial compliance with the design, notes and specifications as shown on the plans and exhibits attached hereto as Exhibit "B". By execution of this Contract Seller agrees to allow Purchaser, its agents and contractors to temporarily access the remaining property of Seller solely to the extent and for the purpose of carrying out the obligations of this paragraph.

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 December 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.

The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

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 on following pages]

SELLER:

Jack Dale Hall

Address: P.O. Box 788
Taylor, Tx 76574

Date: 11/10/20

Cynthia D. Surles-Hall

Date: 11/10/2020

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.

August 27, 2020

PROPERTY DESCRIPTION FOR PARCEL 14

DESCRIPTION OF a 3,581 square foot (0.0822 of one acre) parcel of land consisting of two parts out of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas, and being a portion 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.); said 3,581 square foot (0.0822 of one acre) parcel of land being more particularly described in two parts by metes and bounds as follows:

PART 1

COMMENCING at a 1/2-inch iron rod found at the southeast corner of said 5.76 acre tract, being in the north line 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.), 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 south line of said 5.76 acre tract, with the north line of said 10 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;

1) **THENCE, S 68°02'29" W**, continuing along the south line of said 5.76 acre tract and the north line of said 10 acre tract, a distance of **44.15 feet** to a 1/2-inch iron rod found at the southwest corner of said 5.76 acre tract, being the northwest corner of said 10 acre tract, also 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 said 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 554.60 feet;

PROPERTY DESCRIPTION FOR PARCEL 14

2) **THENCE, N 20°55'47" W**, along the west line of said 5.76 acre tract, with the east margin of said CR 366, a distance of **78.19 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set in the proposed east right-of-way line of said CR 366, 64.00 feet right of Engineer's Baseline Station 57+51.35;

THENCE, along the proposed east right-of-way line of said CR 366, across said 5.76 acre tract, the following two (2) courses, numbered 3 through 4:

3) **S 66°27'49" E**, a distance of **61.31 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 107.36 feet right of Engineer's Baseline Station 57+08.00, and

4) **S 21°34'16" E**, a distance of **34.45 feet** to the **POINT OF BEGINNING** and containing 2,471 square feet (0.0567 of one acre) of land, more or less.

PART 2

COMMENCING at a 1/2-inch iron rod found at the northeast corner of said 5.76 acre tract, being in the south margin of said CR 367, from which a 1/2-inch iron rod found at the southeast corner of said 5.76 acre tract, being in the north line of said 10 acre tract, bears S 21°30'06' E, a distance of 559.54 feet;

THENCE, S 68°29'54" W, along the north line of said 5.76 acre tract, with the south margin of said CR 367, a distance of 397.61 feet to a 1/2-inch iron rod with a "McGray & McGray" cap set in the proposed east right-of-way line of said CR 366, for the **POINT OF BEGINNING**, 114.54 feet right of Engineer's Baseline Station 62+38.21, and having Surface Coordinates of North=10,193,773.85, East=3,205,109.42;

1) **THENCE, S 23°42'58" W**, along the proposed east right-of-way line of said CR 366, across said 5.76 acre tract, a distance of **66.97 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 67.66 feet right of Engineer's Baseline Station 61+89.82, being in the west line of said 5.76 acre tract and in the east margin of said CR 366;

2) **THENCE, N 20°55'47" W**, along the west line of said 5.76 acre tract, with the east margin of said CR 366, a distance of **47.18 feet** to a point at the northwest corner of said 5.76 acre tract, being in the south margin of said CR 367;

EXHIBIT A

PROPERTY DESCRIPTION FOR PARCEL 14

3) **THENCE, N 68°29'54" E**, along the north line of said 5.76 acre tract, with the south margin of said CR 367, a distance of **47.07 feet** to the **POINT OF BEGINNING** and containing 1,110 square feet (0.0255 of one acre) of land, more or less.

Part 1	2,471 square feet (0.0567 of one acre)
Part 2	1,110 square feet (0.0255 of one acre)
Total	**3,581 square feet (0.0822 of one acre)**

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.

PROPERTY DESCRIPTION FOR PARCEL 14

A parcel plat of even date was prepared in conjunction with this property description.

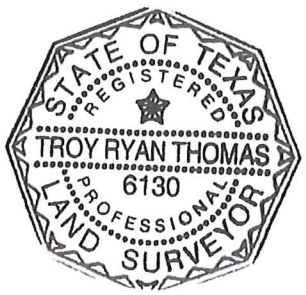
STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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 27th day of August, 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



TRT 8/27/2020

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2020/Descriptions/CR 366 Williamson County/Parcel 14

LEGEND

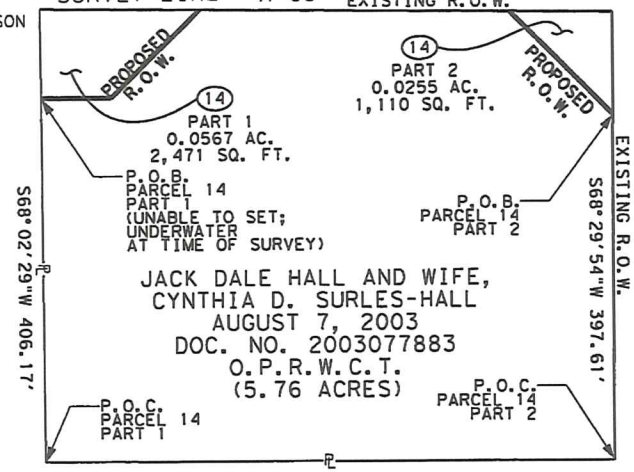
■	FOUND TxDOT TYPE I MONUMENT
●	FOUND IRON ROD (1/2" UNLESS NOTED)
⊙	FOUND IRON PIPE (1/2" UNLESS NOTED)
△	CALCULATED POINT, NOT SET
○	1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
(XXX)	RECORD INFORMATION
—℄—	PROPERTY LINE (OWNERSHIP DIVISION)
—℄—	APPROXIMATE SURVEY LINE
	DEED LINE (OWNERSHIP 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

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496

CR 366
(R.O.W. WIDTH VARIES)

APPROXIMATE SURVEY LINE A-496 / A-65 ℄

EXISTING R.O.W.



PROPERTY INSET
NOT TO SCALE

CR 367
(R.O.W. WIDTH VARIES)
EXISTING R.O.W.

W. J. BAKER SURVEY
ABSTRACT NO. 65

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 WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN JULY 2020.
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

TOTAL OF PART 1 AND PART 2		
DEED	ACQUISITION	REMAINING RT
5.76 AC. 250,906 SQ.FT.	0.0822 AC. 3,581 SQ.FT.	5.68 AC. 247,325 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.

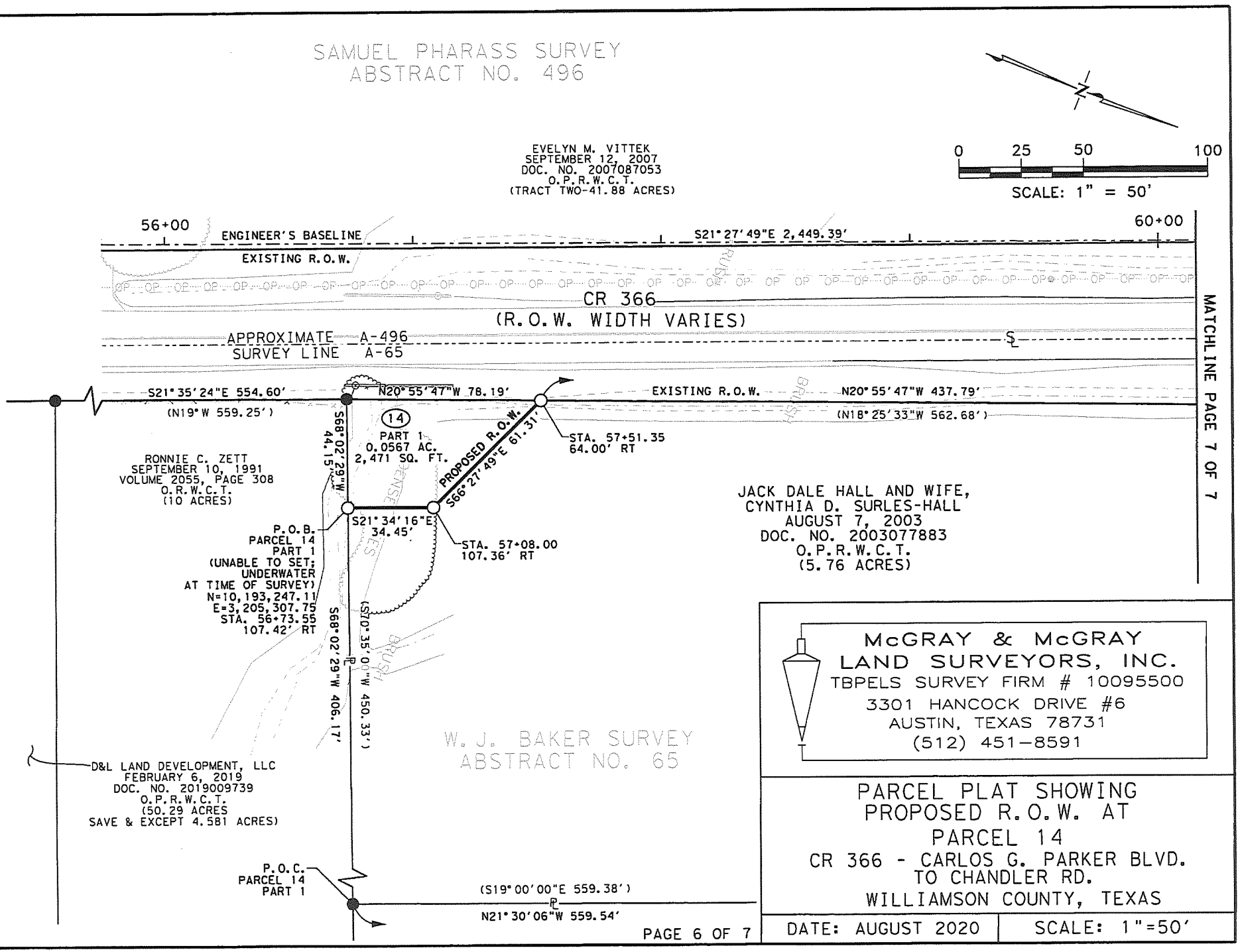
STATE OF TEXAS
REGISTERED
TROY RYAN THOMAS
6130
PROFESSIONAL
LAND SURVEYOR

8/27/2020
DATE

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130

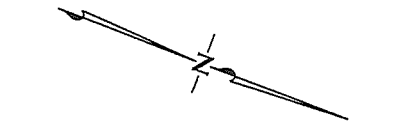
PARCEL PLAT SHOWING
PROPOSED R.O.W. AT
PARCEL 14
CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: AUGUST 2020 | SCALE: N.T.S.


SAMUEL PHARASS SURVEY
ABSTRACT NO. 496
EVELYN M. VITTEK
SEPTEMBER 12, 2007
DOC. NO. 2007087053
O.P.R.W.C.T.
(TRACT TWO-41.88 ACRES)
0 25 50 100
SCALE: 1" = 50'
56+00
ENGINEER'S BASELINE
S21°27'49"E 2,449.39'
60+00
EXISTING R.O.W.
CR 366
(R.O.W. WIDTH VARIES)
APPROXIMATE A-496
SURVEY LINE A-65
MATCHLINE PAGE 7 OF 7
S21°35'24"E 554.60'
(N19°W 559.25')
N20°55'47"W 78.19'
EXISTING R.O.W.
N20°55'47"W 437.79'
(N18°25'33"W 562.68')
14
PART 1
0.0567 AC.
2,471 SQ. FT.
PROPOSED R.O.W.
S66°27'49"E 61.31'
STA. 57+51.35
64.00' RT
S68°02'29"W
44.15'
RONNIE C. ZETT
SEPTEMBER 10, 1991
VOLUME 2055, PAGE 308
O.R.W.C.T.
(10 ACRES)
S21°34'16"E
34.45'
STA. 57+08.00
107.36' RT
P.O.B.
PARCEL 14
PART 1
(UNABLE TO SET;
UNDERWATER
AT TIME OF SURVEY)
N=10,193,247.11
E=3,205,307.75
STA. 56+73.55
107.42' RT
JACK DALE HALL AND WIFE,
CYNTHIA D. SURLES-HALL
AUGUST 7, 2003
DOC. NO. 2003077883
O.P.R.W.C.T.
(5.76 ACRES)
S68°02'29"W 406.17'
(S19°35'00"W 450.33')
W. J. BAKER SURVEY
ABSTRACT NO. 65
D&L LAND DEVELOPMENT, LLC
FEBRUARY 6, 2019
DOC. NO. 2019009739
O.P.R.W.C.T.
(50.29 ACRES
SAVE & EXCEPT 4.581 ACRES)
P.O.C.
PARCEL 14
PART 1
(S19°00'00"E 559.38')
N21°30'06"W 559.54'
PAGE 6 OF 7
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 14
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS
DATE: AUGUST 2020
SCALE: 1"=50'

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496

EVELYN M. VITTEK
SEPTEMBER 12, 2007
DOC. NO. 2007087053
O.P.R.W.C.T.
(TRACT TWO-41.88 ACRES)



SCALE: 1" = 50'

ENGINEER'S BASELINE DATA

PI NORTHING	= 10,193,988.96
PI EASTING	= 3,204,900.23
PI STATION	= 65+13.06
DELTA	= 5° 54' 41" (RT)
DEGREE OF CURVE	= 0° 42' 58"
TANGENT	= 413.06'
LENGTH	= 825.39'
RADIUS	= 8,000.00'
CHORD BEARING	= N 18° 33' 42" W
CHORD	= 825.03'
PC STATION	= 61+00.00
PT STATION	= 69+25.39

ENGINEER'S BASELINE S21°27'49"E 2,449.39'

62+00

63+00

EXISTING R.O.W.

CR 366
(R.O.W. WIDTH VARIES)

APPROXIMATE SURVEY LINE A-496 A-65

PC 61+00.00

STA. 61+89.82
67.66' RT

N20°55'47"W 437.79'

N20°55'47"W
47.18'

14
PART 2
0.0255 AC.
1,110 SQ. FT.

EXISTING R.O.W.

EXISTING R.O.W.

(N18°25'33"W 562.68')

PROPOSED R.O.W.
S23°42'58"W 66.97'

N68°29'54"E
47.07'

JACK DALE HALL AND WIFE,
CYNTHIA D. SURLES-HALL
AUGUST 7, 2003
DOC. NO. 2003077883
O.P.R.W.C.T.
(5.76 ACRES)

PAUL A. KROSCHEWSKY
FEBRUARY 22, 2019
DOC. NO. 2019014336
O.P.R.W.C.T.
(26.172 ACRES)

P.O.B.
PARCEL 14
PART 2
N=10,193,773.85
E=3,205,109.42
STA. 62+38.21
114.54' RT

EXISTING R.O.W.

S68°29'54"W 397.61'

(N71°00'00"E 444.68')

CR 367
(R.O.W. WIDTH VARIES)

EXISTING R.O.W.

MATCHLINE PAGE 6 OF 7

W. J. BAKER SURVEY
ABSTRACT NO. 65

P.O.C.
PARCEL 14
PART 2

(S19°00'00"E 559.38')

N21°30'06"W 559.54'

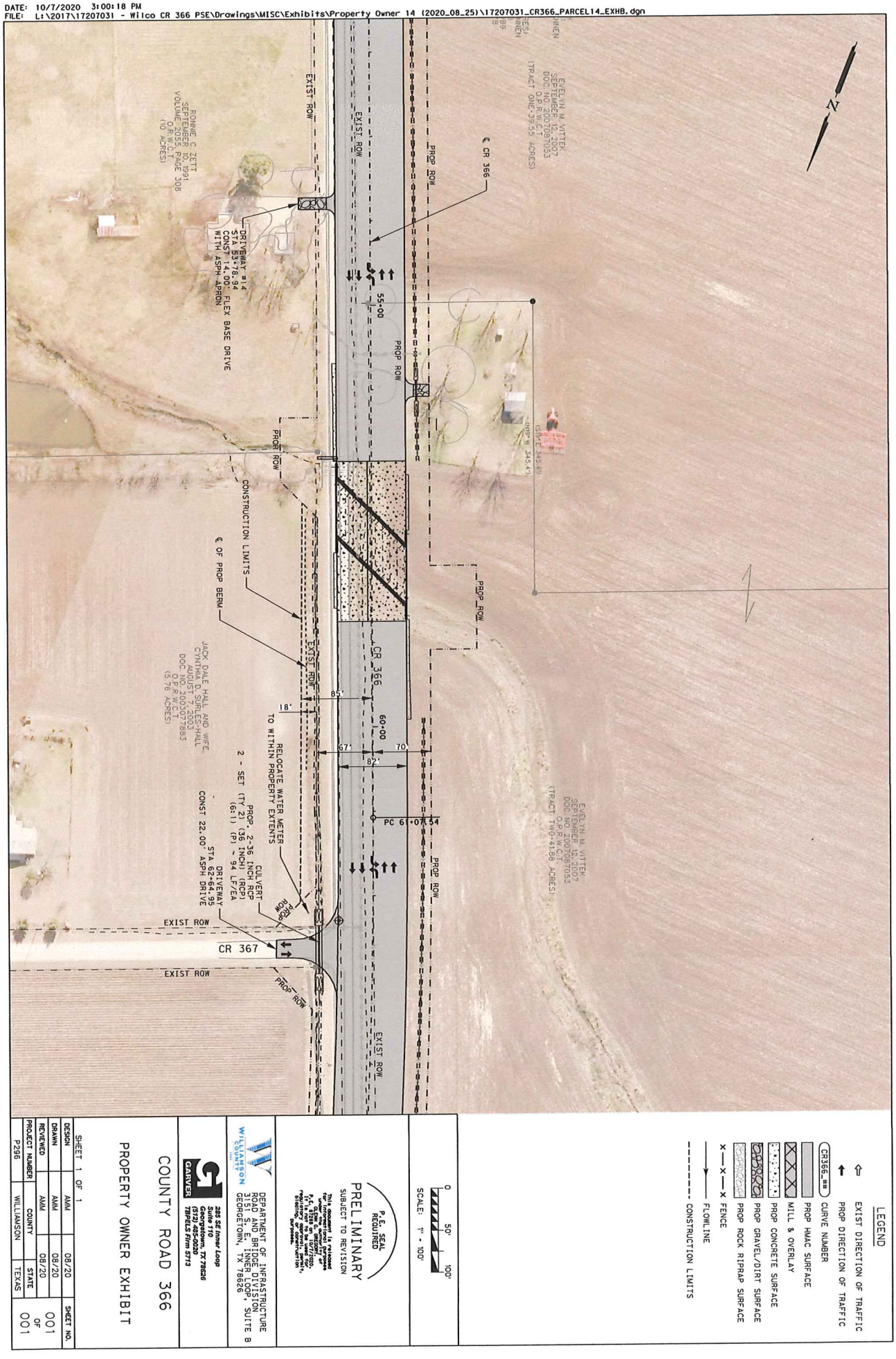
McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 14

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: AUGUST 2020 | SCALE: 1"=50'

EXHIBIT "B"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EXIST ROW
PROP ROW
℄ CR 366
55'-00
DRIVEWAY #14
STA 53+78.94
CONST 14.00' FLEX BASE DRIVE
WITH ASPH APRON
RONNIE C ZETT
SEPTEMBER 10, 1991
VOLUME 2055, PAGE 308
O.R.W.C.T.
(10 ACRES)
EVELYN M VITTEK
SEPTEMBER 12, 2007
DOC. NO. 2007087053
O.P.R.W.C.T.
(TRACT ONE-39.55 ACRES)
EVELYN M VITTEK
SEPTEMBER 12, 2007
DOC. NO. 2007087053
O.P.R.W.C.T.
(TRACT TWO-41.68 ACRES)
CONSTRUCTION LIMITS
℄ OF PROP BERM
JACK DALE HALL AND WIFE,
CYNTHIA D. SURLES-HALL
AUGUST 7, 2003
DOC. NO. 2003077883
O.P.R.W.C.T.
(5.76 ACRES)
CR 366
60'-00
85'
18'
67'
70'
82'
RELOCATE WATER METER
TO WITHIN PROPERTY EXTENTS
PROP. 2-36 INCH RCP
CULVERT
2 - SET (TY 2) (36) INCH (RCP)
(Cl I) (P) - 94 LF/EA
DRIVEWAY
STA 62+64.95
CONST 22.00
ASPH DRIVE
PC 6+07.54
CR 367
EXIST ROW
PROP ROW
N
LEGEND
EXIST DIRECTION OF TRAFFIC
PROP DIRECTION OF TRAFFIC
CR366-## CURVE NUMBER
PROP HMAC SURFACE
MILL & OVERLAY
PROP CONCRETE SURFACE
PROP GRAVEL/DIRT SURFACE
PROP ROCK RIPRAP SURFACE
FENCE
FLOWLINE
CONSTRUCTION LIMITS
SCALE: 1" - 100'
0 50' 100'
P.E. SEAL REQUIRED
PRELIMINARY
SUBJECT TO REVISION
DEPARTMENT OF INFRASTRUCTURE
ROAD AND BRIDGE DIVISION
3151 S. E. INNER LOOP, SUITE B
GEORGETOWN, TX 78626
WILLIAMSON COUNTY TEXAS
GARVER
285 SE Inner Loop
Suite 110
Georgetown, TX 78626
(512) 485-0020
TBPELS Firm 5713
COUNTY ROAD 366
PROPERTY OWNER EXHIBIT
SHEET 1 OF 1
DESIGN AMM 08/20
DRAWN AMM 08/20
REVIEWED AMM 08/20
PROJECT NUMBER P296
COUNTY WILLIAMSON
STATE TEXAS
SHEET NO. 001 OF 001

DATE: 10/7/2020 3:15:55 PM
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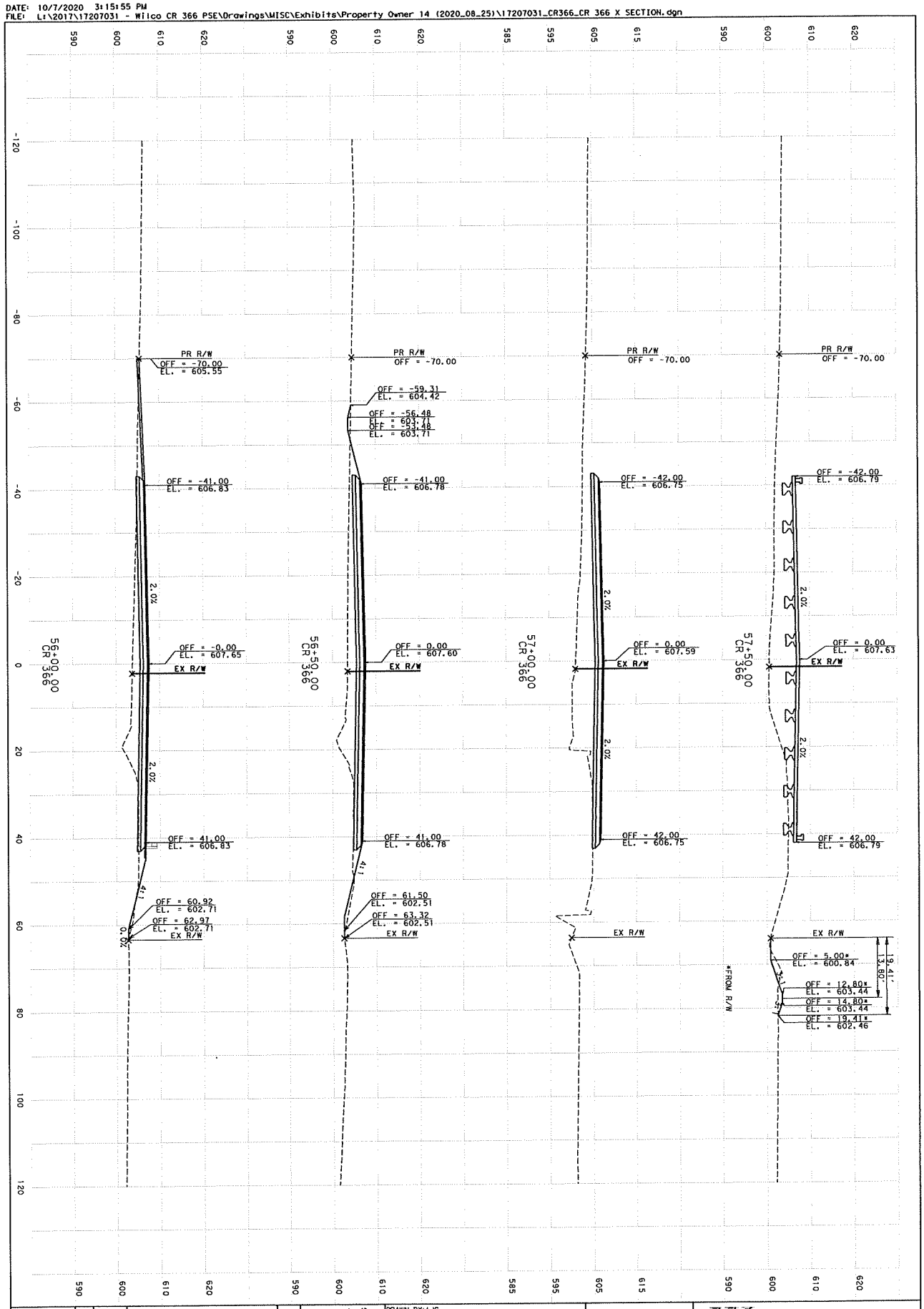

REV.	DATE	DESCRIPTION	BY

SHEET NO. X1 OF 3

PRELIMINARY
SUBJECT TO REVISION

DRAWN BY: LJC
DESIGN BY: ANM
TITLE:

COUNTY ROAD 366
CROSS SECTIONS

GARVER

0 10' 20'
SCALE: 1" = 20'

WILLIAMSON COUNTY, TEXAS
DEPARTMENT OF INFRASTRUCTURE

WILLIAMSON COUNTY

MAILING ADDRESS:
3101 SE INNER LOOP RD, SUITE B
GEORGETOWN, TEXAS 78626
(512) 943-3330

DATE: 10/7/2020 3:16:06 PM
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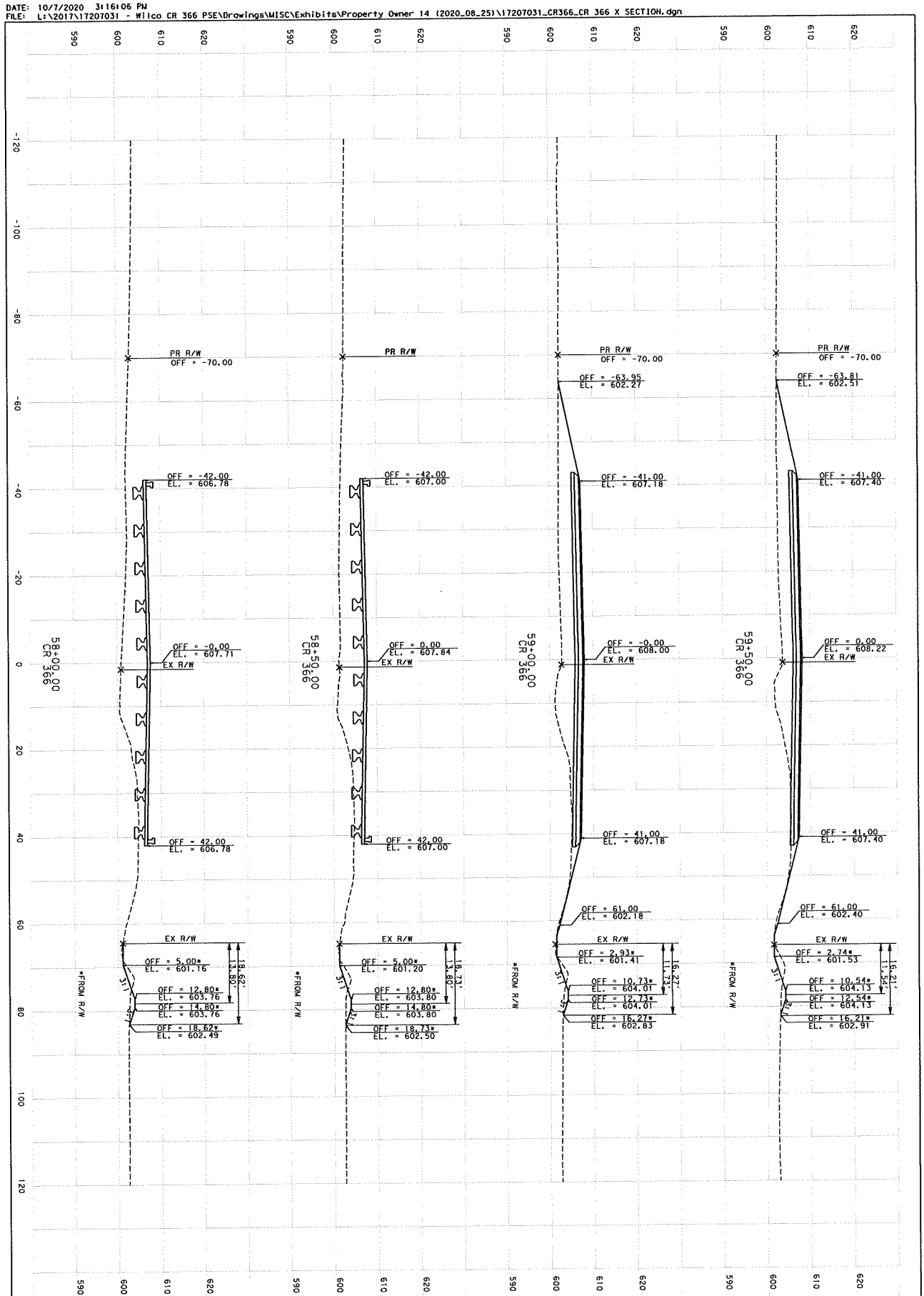

REV.	DATE	DESCRIPTION	BY

SHEET NO. X2 OF 3

This document is released for the purpose of interim review under the authority of Jason Garver, P.E. 10/7/2020. It is not to be used for permitting, construction or bidding purposes.

PRELIMINARY
SUBJECT TO REVISION

DRAWN BY: LJC
DESIGN BY: AMM
TITLE:

COUNTY ROAD 366
CROSS SECTIONS

GARVER

0 10' 20'
SCALE: 1" = 20'

WILLIAMSON COUNTY, TEXAS
DEPARTMENT OF INFRASTRUCTURE

WILLIAMSON COUNTY

MAILING ADDRESS:
3101 SE INNER LOOP RD, SUITE B
GEORGETOWN, TEXAS 78626
(512) 943-3330

DATE: 10/7/2020 3:16:17 PM
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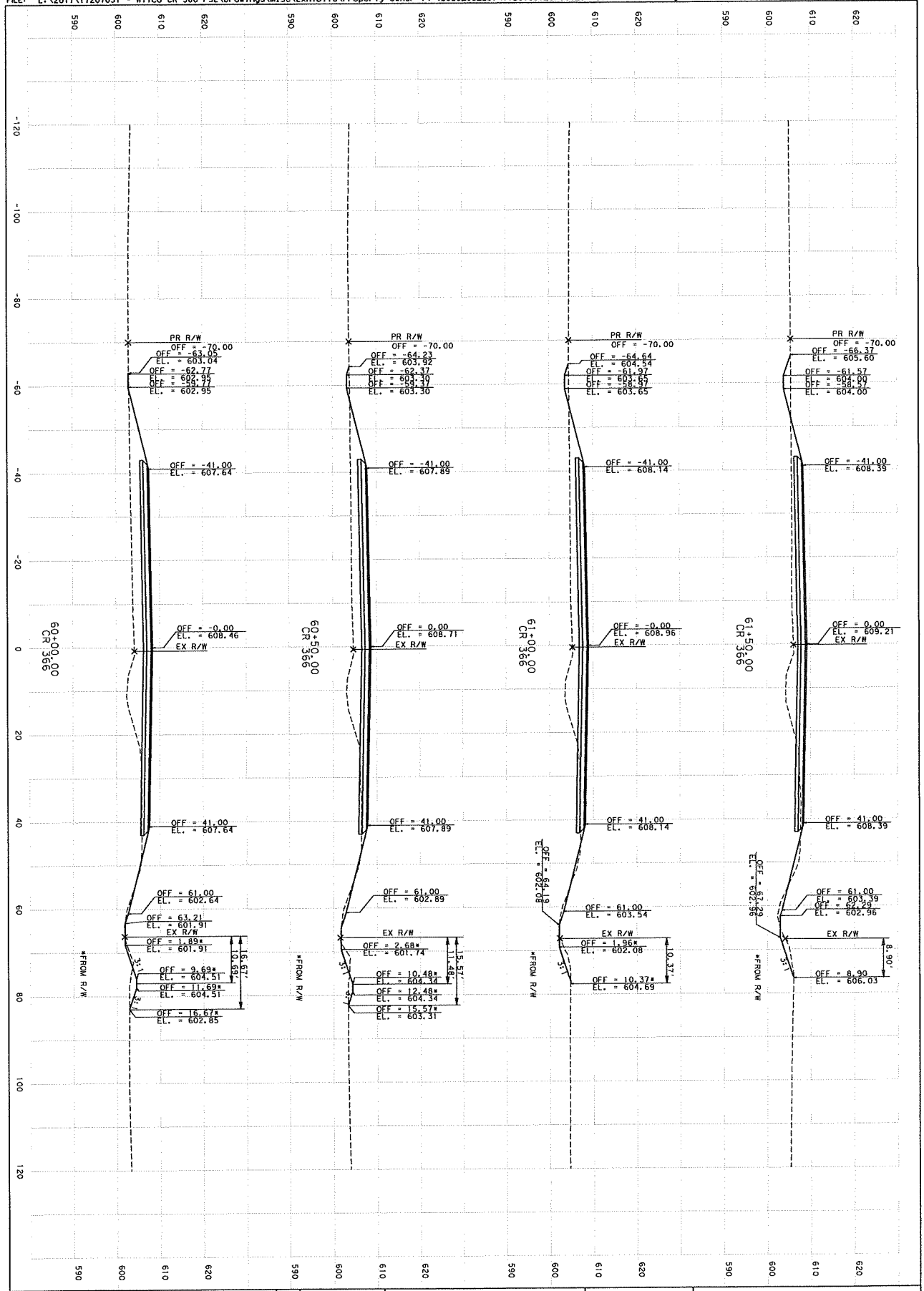

PRELIMINARY
SUBJECT TO REVISION

DRAWN BY: LJC
DESIGN BY: AAM
TITLE:

COUNTY ROAD 366
CROSS SECTIONS

GARVER

0 10' 20'
SCALE: 1" = 20'

WILLIAMSON COUNTY, TEXAS
DEPARTMENT OF INFRASTRUCTURE

WILLIAMSON COUNTY

MAILING ADDRESS:
3101 SE INNER LOOP RD, SUITE B
GEORGETOWN, TEXAS 78626
(512) 943-3330

SHEET NO. X3
OF 3

REV.	DATE	DESCRIPTION	BY

DATE: 10/7/2020 3:16:30 PM
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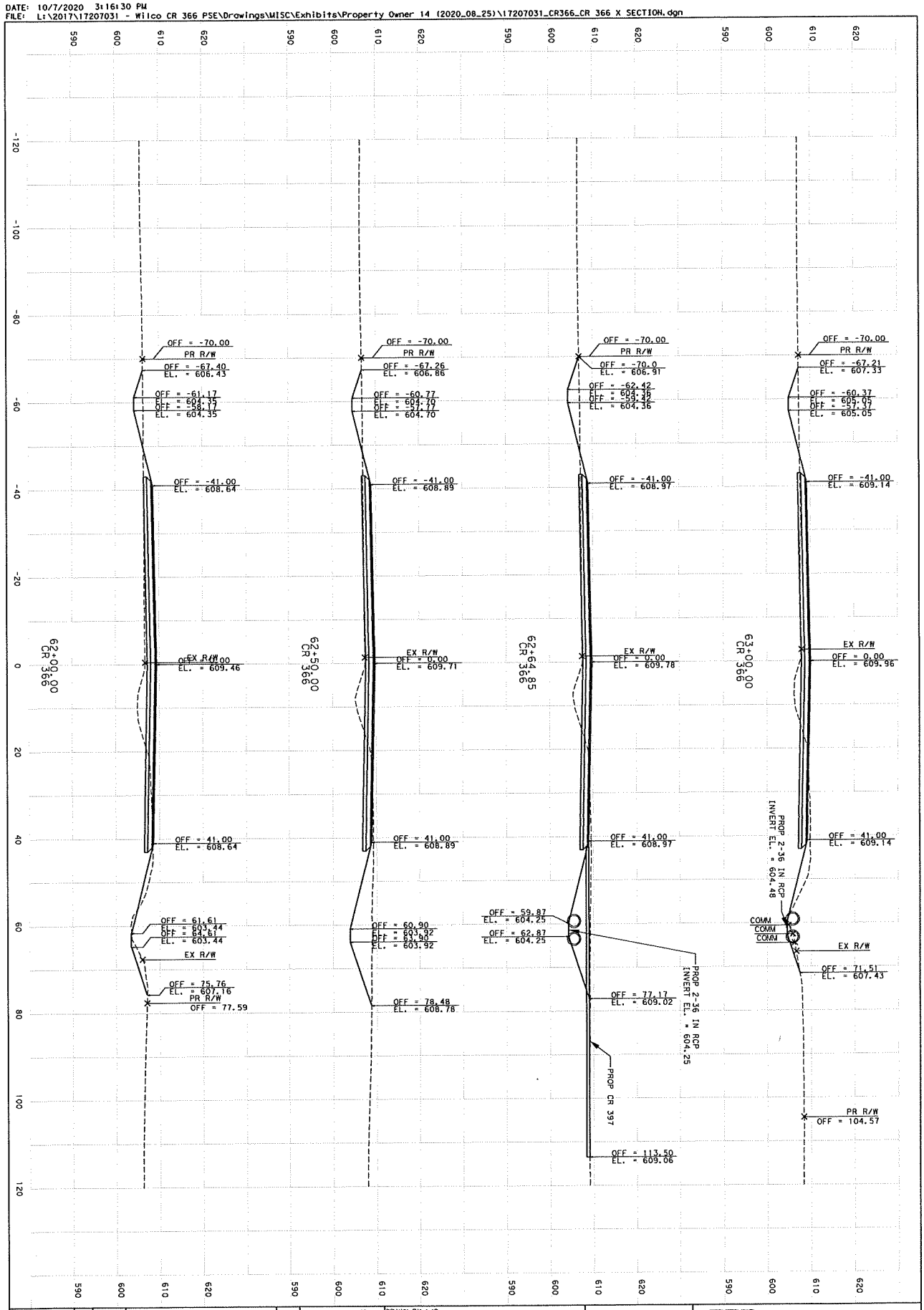


SHEET NO.	REV.	DATE	DESCRIPTION	BY
X4				

OF 4

PRELIMINARY
SUBJECT TO REVISION

This document is released for the purpose of interim review under the authority of [illegible] P.E. [illegible] and that he was not responsible for the preparation of it. [illegible]

DRAWN BY: LJC
DESIGN BY: AMM
TITLE:

COUNTY ROAD 366
CROSS SECTIONS

GARVER

0 10' 20'
SCALE: 1" = 20'

WILLIAMSON COUNTY, TEXAS
DEPARTMENT OF INFRASTRUCTURE

WILLIAMSON COUNTY

MAILING ADDRESS:
3101 SE INNER LOOP RD, SUITE B
GEORGETOWN, TEXAS 78626
(512) 943-3330

EXHIBIT "C"

Parcel 14

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 the **JACK DALE HALL and wife, CYNTHIA D. SURLES-HALL**, 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:

> Being a 3,581 square foot (0.0822 of one acre) parcel of land consisting of two parts, 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 made a part hereof. (**Parcel 14**)

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 on following page]

GRANTOR:

_____
Jack Dale Hall

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2020 by Jack Dale Hall, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Cynthia D. Surles-Hall

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2020 by Cynthia D. Surles-Hall, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **85.**

Meeting Date: 11/17/2020

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 S. Dowdy Inc. for right of way needed on the CR 366 project (Parcel 4). Funding Source: Road Bonds P296

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dowdy Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/12/2020 11:13 AM

Form Started By: Charlie Crossfield Started On: 11/12/2020 11:05 AM

Final Approval Date: 11/12/2020

REAL ESTATE CONTRACT
CR 366 Right of Way—Parcel 4

THIS REAL ESTATE CONTRACT ("Contract") is made by **S DOWDY, INC.** (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:

> Being a 20,637 square foot (0.4738 acre) parcel of land consisting of two parts, 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 made a part hereof. (**Parcel 4**);

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.

Purchaser and Seller agree that as a material part of the consideration for this Contract, Purchaser is taking the Property as-is, with any and all latent and patent defects and that there is not warranty by Seller that the Property is fit for a particular purpose. Purchaser acknowledges that it is not relying upon any representation, statement, or other assertion with respect to the Property condition but is relying upon Purchaser's own examination and inspection of the Property. Purchaser takes the Property under the express understanding there are no express or implied warranties (except for limited warranties of title set forth in the Deed to be executed at Closing or as specifically set forth in this Contract). This provision shall survive Closing.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and replacement of fencing or any damage to and/or cost to cure the remaining property of Seller, shall be the sum of FIFTY THOUSAND and 00/100 Dollars ($50,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions

2.03. Driveway Reconstruction. As an obligation which shall survive the Closing of this transaction, Purchaser agrees that as part of the proposed construction of improvements to CR 366/CR397 upon the Property it shall cause a replacement driveway to be built between the edge of proposed roadway improvements and the remining property of Seller. The driveway shall have a twenty-five (25) foot throat width with twenty-five (25) foot radii, and shall otherwise be constructed in the location and according to the specifications as shown in Exhibit "B" attached hereto and incorporated herein.

The parties agree that the specific Station alignment of the driveway described herein may be adjusted farther to the South of this proposed alignment at the written request of Seller prior to construction, and which provides a specific Station alignment or other acceptably defined location description, or shall otherwise align with any approved driveway constructed by Seller for remainder property site development which is in place prior to the proposed road widening construction project. By execution of this Agreement Seller shall allow Purchaser, its agents and contractors to temporarily access the remaining property of Seller solely in the location and for the purposes and time period necessary to carry out the obligations of this paragraph.

2.04. Remainder Access during Construction. Unless otherwise agreed to with Seller in advance, Purchaser agrees that at no time during construction of the proposed roadway improvements upon the Property shall Seller be denied reasonable vehicular access, ingress to or egress from, or existing drainage or treated water conveyance from and between the remainder portions of Seller's property for its current uses at existing locations or as otherwise designated by the County's construction project engineering traffic control plan.

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, with no duty to inspect or investigate:

(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 November 30, 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 or the State of Texas as requested in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing, but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid 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:

S DOWDY, INC.

By: _____ Address: PO Box 1376

Name: Samuel D Dowdy Sr Taylor TX 76574

Its: President

Date: 11/9/2020

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.

September 3, 2020

PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF a 20,637 square foot (0.4738 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 3.06 acres conveyed to S Dowdy, Inc. by Warranty Deed with Vendor's Lien dated June 20, 2013, as recorded in Document No. 2013058136, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), said 3.06 acre tract being further described in Document No. 2004044175, O.P.R.W.C.T.; said 20,637 square foot (0.4738 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod in a 3/4-inch iron pipe found at the southwest corner of said 3.06 acre tract and the southeast corner of that tract described as 1.28 acres conveyed to Tractor Tire, LLC by General Warranty Deed dated December 5, 2019, as recorded in Document No. 2019117995, O.P.R.W.C.T., being in the north line of that tract described as 38.64 acres conveyed to D&L Land Development, LLC by Warranty Deed with Vendor's Lien dated May 17, 2019, as recorded in Document No. 2019043444, O.P.R.W.C.T.;

THENCE, N 68°21'58" E, along the south line of said 3.06 acre tract, with the north line of said 38.64 acre tract, a distance of 484.63 feet to a 1/2-inch iron rod with a "McGray & McGray" cap set in the proposed west right-of-way line of County Road 366 (CR 366), for the **POINT OF BEGINNING**, 70.00 feet left of Engineer's Baseline Station 36+50.34, and having Surface Coordinates of North=10,191,299.29, East=3,205,882.95;

1) **THENCE, N 21°27'49" W**, along the proposed west right-of-way line of CR 366, across said 3.06 acre tract, a distance of **232.94 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 70.00 feet left of Engineer's Baseline Station 38+83.28, being in the north line of said 3.06 acre tract and the south line of that tract described as 5.832 acres conveyed to The Ridge Fellowship by Warranty Deed dated May 28, 2014, as recorded in Document No. 2014040382, O.P.R.W.C.T., from which a 1/2-inch iron rod found at the northwest corner of said 3.06 acre tract and the southwest corner of said 5.832 acre tract, being in the east line of said 1.28 acre tract, bears S 68°20'07" W, along the north line of said 3.06 acre tract and the south line of said 5.832 acre tract, a distance of 485.36 feet;

EXHIBIT A

PROPERTY DESCRIPTION FOR PARCEL 4

2) **THENCE, N 68°20'07" E,** along the north line of said 3.06 acre tract, with the south line of said 5.832 acre tract, a distance of **88.32 feet** to a 1/2-inch iron rod found at the northeast corner of said 3.06 acre tract and the southeast corner of said 5.832 acre tract, being in the west margin of County Road 366 (CR 366, varying width);

3) **THENCE, S 21°35'43" E,** along the east line of said 3.06 acre tract, with the west margin of CR 366, a distance of **232.98 feet** to a 3/8-inch iron rod in concrete found at the southeast corner of said 3.06 acre tract and the northeast corner of said 38.64 acre tract;

4) **THENCE, S 68°21'58" W,** along the south line of said 3.06 acre tract, with the north line of said 38.64 acre tract, a distance of **88.86 feet** to the **POINT OF BEGINNING** and containing 20,637 square feet (0.4738 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.

September 3, 2020

PROPERTY DESCRIPTION FOR PARCEL 4

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 3rd day of September, 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

TRT 9/3/2020

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2020/Descriptions/CR 366 Williamson County/Parcel 4

LEGEND

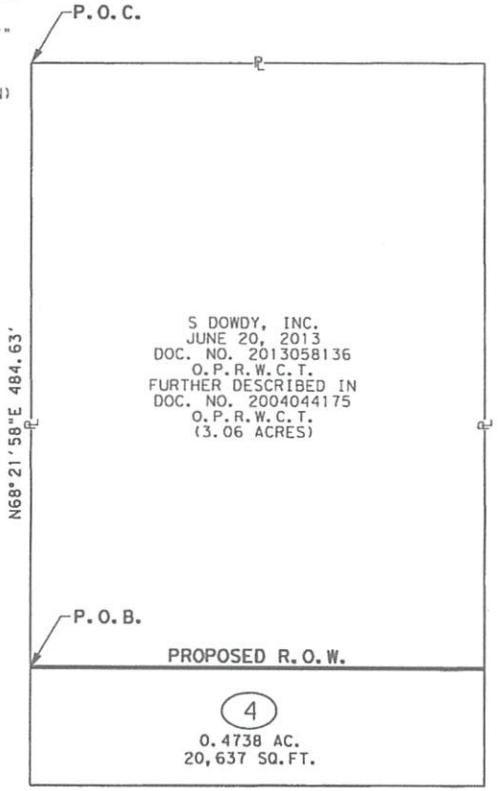
■	FOUND TxDOT TYPE I MONUMENT
●	FOUND IRON ROD (1/2" UNLESS NOTED)
⊙	FOUND IRON PIPE (1/2" UNLESS NOTED)
△	CALCULATED POINT, NOT SET
○	1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
(XXX)	RECORD INFORMATION
—℄—	PROPERTY LINE (OWNERSHIP DIVISION)
—℄—	APPROXIMATE SURVEY LINE
	DEED LINE (OWNERSHIP 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

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.

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130

9/3/2020
DATE

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 WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN JULY 2020.
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.

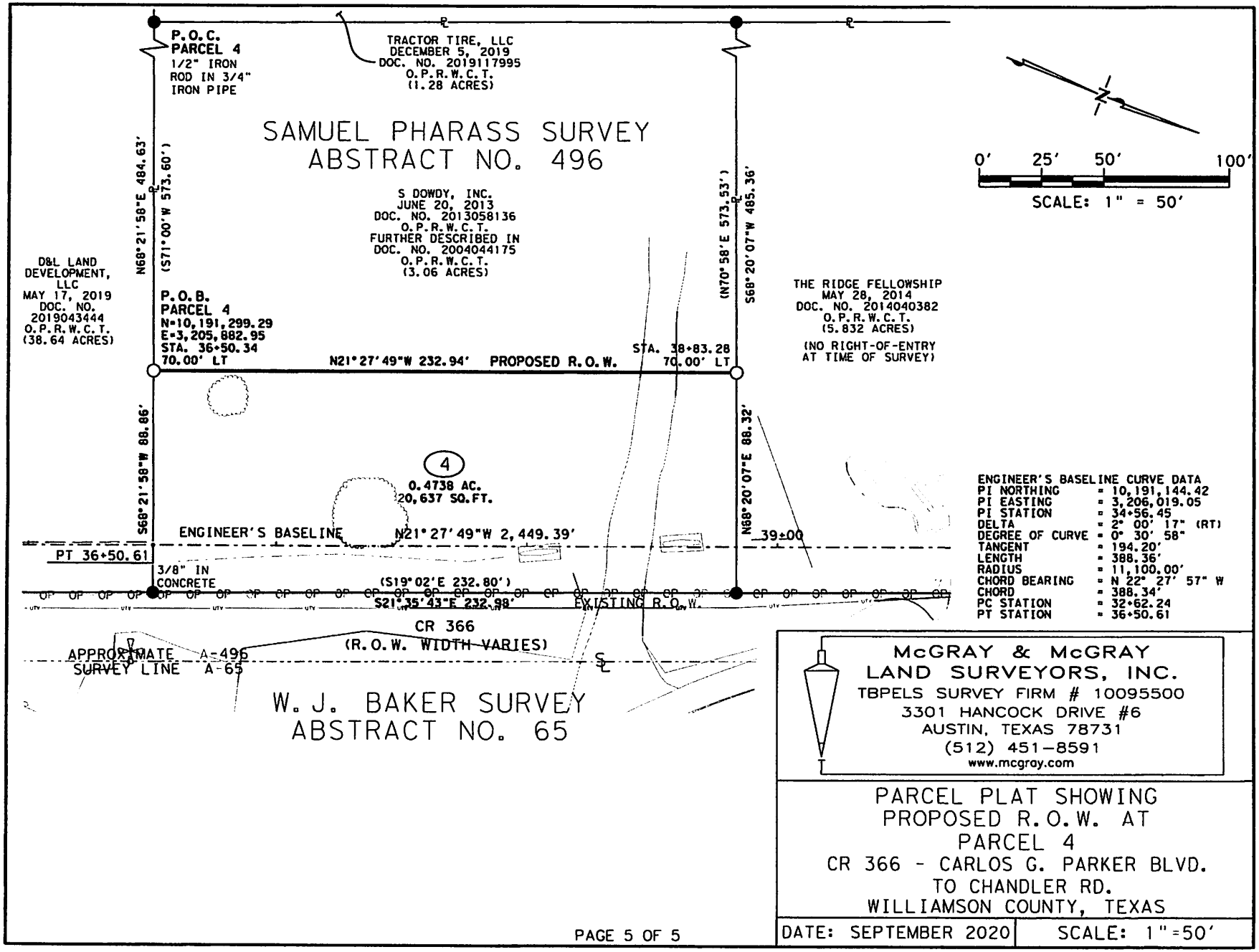
REVISIONS

DEED	ACQUISITION	REMAINING LT
3.06 AC. (133,294 SQ. FT.)	0.4738 AC. (20,637 SQ.FT.)	2.59 AC. (112,657 SQ. FT.)

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 4
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: SEPTEMBER 2020 | SCALE: N.T.S.



ENGINEER'S BASELINE CURVE DATA	
PI NORTHING	= 10,191,144.42
PI EASTING	= 3,206,019.05
PI STATION	= 34+56.45
DELTA	= 2° 00' 17" (RT)
DEGREE OF CURVE	= 0° 30' 58"
TANGENT	= 194.20'
LENGTH	= 388.36'
RADIUS	= 11,100.00'
CHORD BEARING	= N 22° 27' 57" W
CHORD	= 388.34'
PC STATION	= 32+62.24
PT STATION	= 36+50.61

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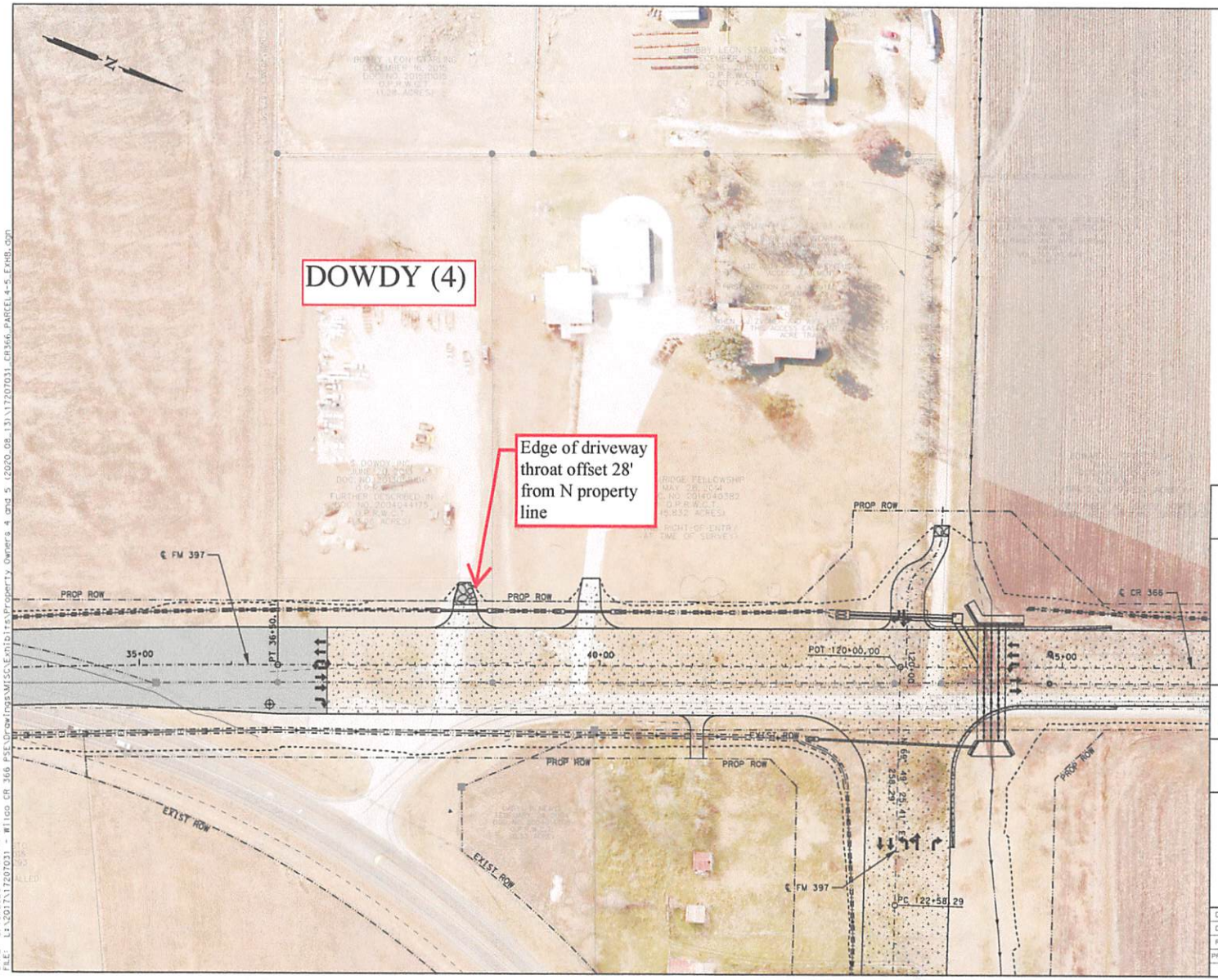
PARCEL PLAT SHOWING
PROPOSED R.O.W. AT
PARCEL 4
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: SEPTEMBER 2020 | SCALE: 1"=50'



DATE: 8/13/2020 2:23:47 PM
FILE: L:\2017\17207031 - #1100 CR 366 PER\Drawings\MISC\Exhibits\Property Owners 4 and 5 (2020_08_13)\17207031_CR366_PARCEL4-5_EXHB.dgn

EXHIBIT "C"

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.

Texas Department of Transportation
Form ROW-N-14
(Rev. 07/13)

DEED

CR366/FM 397 Intersection Right of Way

TxDOT ROW CSJ: 0320-04-028

Parcel No.: 4

Grantor(s), whether one or more:

S Dowdy, Inc.

Grantor's Mailing Address (including county):

PO Box 1376
Taylor TX 76574
Williamson County

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701
Travis County

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTOR:

S Dowdy, Inc.

By: _____

Name: Samuel D Dowdy Sr

Its: President

Acknowledgement

State of Texas

County of Williamson

This instrument was acknowledged before me on November 10, 2020 by Samuel Dowdy Sr., in the capacity and for the purposes and consideration recited herein.

KELSEY WHISPELL
Notary Public
STATE OF TEXAS
My Comm. Exp. 07/06/2021
ID# 129396562

_____
Notary Public—State of Texas

Consideration:

The sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Williamson County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.

2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

3. 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, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: NONE

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Commissioners Court - Regular Session **86.**

Meeting Date: 11/17/2020

CR 110M 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 Nelson Homestead Family Partnership, LTD. for right of way needed on the CR110 Middle project (Parcels 8M, 9M-Part 1 and 9M-E-Part 1). Funding Source: Road Bonds P261

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Nelson Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/12/2020 11:15 AM

Form Started By: Charlie Crossfield Started On: 11/12/2020 11:11 AM

Final Approval Date: 11/12/2020

REAL ESTATE CONTRACT

CR 110 Right of Way—Parcels 8M, 9M-Part 1 and 9M-E-Part 1

THIS REAL ESTATE CONTRACT ("Contract") is made by NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD., a Texas limited partnership (referred to in this Contract as "Seller"), and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

1.01 By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain approximately 0.737 acre (32,092 Sq. Ft.) tract of land in the Henry Millard Survey, Abstract No. 452, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 8M**);
>
> All of that certain approximately 7.910 acre (344,541 Sq. Ft.) tract of land in the Henry Millard Survey, Abstract No. 452, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 9M-Part 1**); and
>
> Drainage Easement interest in and to all of that certain approximately 1.140 acre (49,646 Sq. Ft.) tract of land in the Henry Millard Survey, Abstract No. 452, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "C", attached hereto and incorporated herein (**Parcel 9M-E-Part 1**);

together with all and singular the rights and appurtenances pertaining to such real property (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated thereon, for the consideration and upon and subject to the terms, provisions, and conditions set forth below. The Property is out of Seller's land identified as WCAD Parcel No. R382745 (18.3 acres) and R545897 (82.24 acres) (said real property, save and except Parcels 8M, 9M-Part 1 and 9M-E-Part 1, being referred to in this Contract as the "Remainder Property").

1.02 Purchaser is acquiring the Property to use for the expansion of County Road 110 (the "CR 110 Improvements") and the construction of related drainage improvements. In connection therewith and as an antecedent to this Contract, Seller and Purchaser entered into that certain Right of Entry, Possession, Use and Construction Agreement dated April 17, 2018 and recorded under Document No. 2018034321, Real Property Records of Williamson County, Texas ("PUA"). The PUA will remain in effect during the term of this Contract but will terminate, as to

Parcels 8M, 9M-Part 1 and 9M-E-Part 1 only, upon the occurrence of Closing (as hereinafter defined).

ARTICLE II
CONSIDERATION

Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibits "A-C", any improvements on the Property, and any damage or cost of cure for the Remainder Property as a result of this conveyance (but not damage to the Remainder Property resulting from Purchaser's construction activities upon the Property following Closing) shall be the sum of $48,138.00 for Parcel 8M, the sum of $516,812.00 for Parcel 9M-Part 1 and the sum of $18,617.00 for Parcel 9M-E-Part 1, for a total Purchase Price for the Property of $583,657.00.

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions

2.03. As additional consideration for this transaction, Purchaser agrees to accept title to Parcels 8M, 9M-Part 1 and 9M-E-Part 1 subject to certain restrictive covenants as set forth in the Deed (as hereinafter defined).

2.04. As additional consideration for this transaction, Seller and Purchaser agree as follows:

(1) As an accommodation to Purchaser in connection with the PUA, Seller previously installed new fencing along the boundary of the Property and the Remainder Property, at a total cost of $34,350.30. Purchaser agrees to reimburse Seller this amount at Closing.

ARTICLE III
CLOSING CONDITIONS

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):

(1) 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.

Conditions to Seller's Obligations

3.02. The obligations of Seller 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 Seller at or prior to the Closing):

(1) Purchaser 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 Purchaser 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 as of the Closing Date, to the best of Seller's current actual knowledge, without inquiry:

(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.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS CONTRACT AND THE WARRANTY OF TITLE TO BE SET FORTH AND GIVEN IN THE DEED, SELLER HAS NOT MADE, DOES NOT MAKE AND 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: (1) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (2) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (3) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (4) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (5) THE PRESENCE OF ANY ENDANGERED OR THREATENED SPECIES OR ENVIRONMENTAL FEATURES ON THE PROPERTY, AS WELL AS THE SUITABILITY OF THE PROPERTY AS HABITAT FOR ANY OF THOSE SPECIES, (6) THE AVAILABILITY OF UTILITY SERVICE TO THE PROPERTY, OR (7) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY.

PURCHASER AGREES THAT THE PROPERTY IS TO BE SOLD TO AND ACCEPTED BY PURCHASER AT CLOSING, AS IS, WHERE IS, AND WITH ALL FAULTS, IF ANY. THE DEED DELIVERED AT CLOSING PURSUANT TO THIS CONTRACT WILL CONTAIN LANGUAGE CONFIRMING THE ACKNOWLEDGMENTS AND AGREEMENTS SET FORTH IN THIS PARAGRAPH. PURCHASER ACKNOWLEDGES THAT INCLUSION OF THE FOREGOING DISCLAIMERS AND AS-IS LANGUAGE IS AN ESSENTIAL ELEMENT OF THIS CONTRACT AND A MATERIAL PART OF THE CONSIDERATION FOR SELLER, WITHOUT WHICH SELLER WOULD NOT ENTER INTO THIS CONTRACT.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company, Georgetown, Texas ("Title Company"), on or before December 31, 2020, or at such other time, date, and place as Seller and Purchaser may agree upon (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 Special Warranty Deed in the form attached hereto as Exhibit "D" and incorporated herein (the "Deed"), conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibits "A" and "B", free and clear of any and all liens and encumbrances but subject to the reservations and exceptions set forth therein.

(2) Deliver to Purchaser a duly executed and acknowledged Drainage Easement in the form attached hereto as Exhibit "E" and incorporated herein (the "Easement"), granting to Williamson County, Texas an easement interest in, on, over, upon, above and across all of the Property described in Exhibit "C", free and clear of any and all liens and encumbrances but subject to the reservations and exceptions set forth therein.

(3) Cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring fee simple title to the Property described in Exhibits "A" and "B" and an easement estate to the Property described in Exhibit "C" and subject only to those title exceptions listed therein or in the Deed or Easement, 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 survey exception shall be deleted at Purchaser's expense (provided that Purchaser furnishes a survey of the Property that is acceptable to the Title Company for such purpose);

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done per the PUA.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the Purchase Price and all amounts owed to Seller under Section 2.04 above to Seller in cash or other immediately available funds.

Prorations

5.04. General real estate taxes and any general or special assessments 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 and assessments shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, and when the actual tax information becomes available, Seller or Purchaser may demand reimbursement from the other party for any excess amount charged to that party at the Closing. 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 of the parties paid by each party 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, as its sole and exclusive remedy, either: (1) enforce specific performance of this Contract; or (2) terminate this Contract by written notice to Seller and 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 terminate this Contract by written notice to Purchaser and 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 below 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. Other than the PUA, 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. N/A.

Brokers; Compliance

8.09 Seller and Purchaser each warrant and represent to the other that neither of them has dealt with any agent or broker in connection with the sale and purchase of the Property, and Seller and Purchaser each agree to indemnify and hold the other party harmless from any loss, liability, or expense suffered by the other party by reason of a breach of such warranty and representation. 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. Seller hereby discloses to Purchaser that John C. Nelson, a principal in

this transaction by virtue of ownership (directly or indirectly) of one or more partnership interests in Seller, is a licensed Texas real estate broker.

Effective Date

8.10 This Contract shall be effective as of the later of the date it is approved by Williamson County, Texas, which date is indicated beneath the County Judge's signature below, and the date it is approved by Seller, which date is indicated beneath the Seller'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.

Threat of Condemnation; Like-Kind Exchange

8.12 The Property herein is being conveyed to Purchaser under threat of condemnation. This Contract is not assignable by Purchaser except to another entity with the power of condemnation. In connection therewith, Purchaser acknowledges that Seller may complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1033 of the Internal Revenue Code, as amended. Purchaser agrees to provide reasonable cooperation to Seller in facilitating such exchange, which shall include, at Seller's request, (i) reasonably agreeing with Seller on how payments made to Seller hereunder will be categorized for Seller's income tax purposes (e.g., agreement as to which payments are for the acquisition of fee simple title and which are "severance damages" that reduce Seller's basis in the Property) and (ii) furnishing a letter to Seller from an official authorized on behalf of the County confirming that the Property will be condemned if Seller does not voluntarily sell it to Purchaser pursuant to this Contract. All expenses in connection with the contemplated exchange will be paid by Seller; Purchaser will not incur any expense or liability with respect to the exchange except as expressly set forth herein. This Section 8.12 shall survive Closing.

[signature page to follow]

SELLER:

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.,
a Texas limited partnership

By: Nelson Homestead Management, LLC,
a Texas limited liability company,
its general partner

By: _____
John C. Nelson, Manager

Date: 11/6/2020

Address:

3404 Glenview Avenue
Austin, Texas 78703

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Name: Bill Gravell, Jr.
Title: County Judge

Date: _____

Address:

710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT A

County: Williamson
Parcel : 8M
Highway: County Road 110

PROPERTY DESCRIPTION FOR PARCEL 8M

DESCRIPTION OF A 0.737 ACRE (32,092 SQUARE FOOT) TRACT OF LAND SITUATED IN THE HENRY MILLARD SURVEY, ABSTRACT NO. 452 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF A REMAINDER PORTION OF THAT CALLED 868.54 ACRE TRACT OF LAND CITED IN SPECIAL WARRANTY DEED TO NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD. RECORDED IN DOCUMENT NO. 9824076 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (SAID 868.54 ACRES DESCRIBED IN WARRANTY DEED VOLUME 1133, PAGE 639 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS), SAID 0.737 ACRE (32,092 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a found fence corner post, being a common boundary corner of said remainder portion of the 868.54 acre tract and a remainder portion of that called 1162.08 acre tract of land cited in Special Warranty Deed to Nelson Homestead Family Partnership, Ltd. recorded in Document No. 9824078 (1162.08 acres, Exhibit "A", 3), of the Official Records Of Williamson County, Texas, original 1605.03 acres described in Partition Deed (Sixth Tract) in Volume 305, Page 219 of the Deed Records Of Williamson County, Texas;

THENCE, with the common boundary line between said remainder of 868.54 acres and said remainder of 1162.08 acres, N 67°12'50" E for a distance of 371.48 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" (Grid Coordinates determined as N=10182509.82, E=3153419.72 TxSPC Zone 4203) set 113.00 feet left of proposed County Road (C.R.) 110 Baseline Station 246+69.96, being the proposed westerly right-of-way (ROW) line of C.R. 110 (variable width ROW), for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

1) **THENCE,** departing said proposed ROW line, continuing with said common boundary line, **N 67°12'50" E** for a distance of **103.93** feet to a 1/2" iron rod found in the existing westerly ROW line of C.R.110 (variable width ROW), being the northeasterly corner of said remainder portion of the 868.54 acre tract, also being the southeasterly corner of said remainder of 1162.08 acre tract, for the northeasterly corner of the herein described tract;

2) **THENCE,** departing said 1162.08 acre tract, with the existing westerly ROW line and the easterly boundary line of said remainder portion of the 868.54 acre tract, **S 19°30'47" E** for a distance of **349.10** feet to a 1/2" iron rod with plastic surveyors cap stamped "RJ Surveying" found at the intersection of said existing westerly ROW line of C.R. 110 and the existing northerly ROW line of C.R. 112 (variable width ROW), being the southeasterly corner of said remainder portion of the 868.54 acre tract, for the southeasterly corner of the herein described tract;

3) **THENCE,** departing said existing westerly ROW line of C.R. 110, with the boundary line of said remainder portion of the 868.54 acre tract and said existing northerly ROW line of C.R. 112, **S 60°18'18" W** for a distance of **77.69** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set 113 feet left of proposed C.R. 110 Baseline Station 243+15.53, in the proposed westerly ROW line of said C.R. 110, for the southwesterly corner of the herein described tract;

THENCE, departing said existing northerly ROW line, through the interior of said remainder portion of the 868.54 acre tract, with said proposed ROW line, the following two (2) courses:

4) **N 24°02'59" W** for a distance of **255.72** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set 113.00 feet left of proposed C.R. 110 Baseline Equation Station 245+71.25 back, 245+70.00 ahead, for a point of curvature to the right;

5) along said curve to the right, having a delta angle of **01°08'44"**, a radius of **5113.00** feet, an arc length of **102.22** feet and a chord which bears **N 23°28'37" W** for a distance of **102.22** feet to the **POINT OF BEGINNING,** containing 0.737 acres (32,092 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 12 July 2017

M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

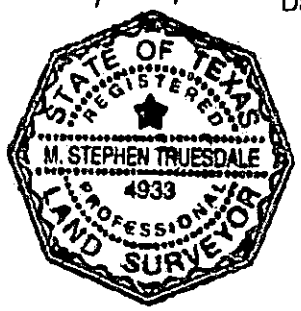
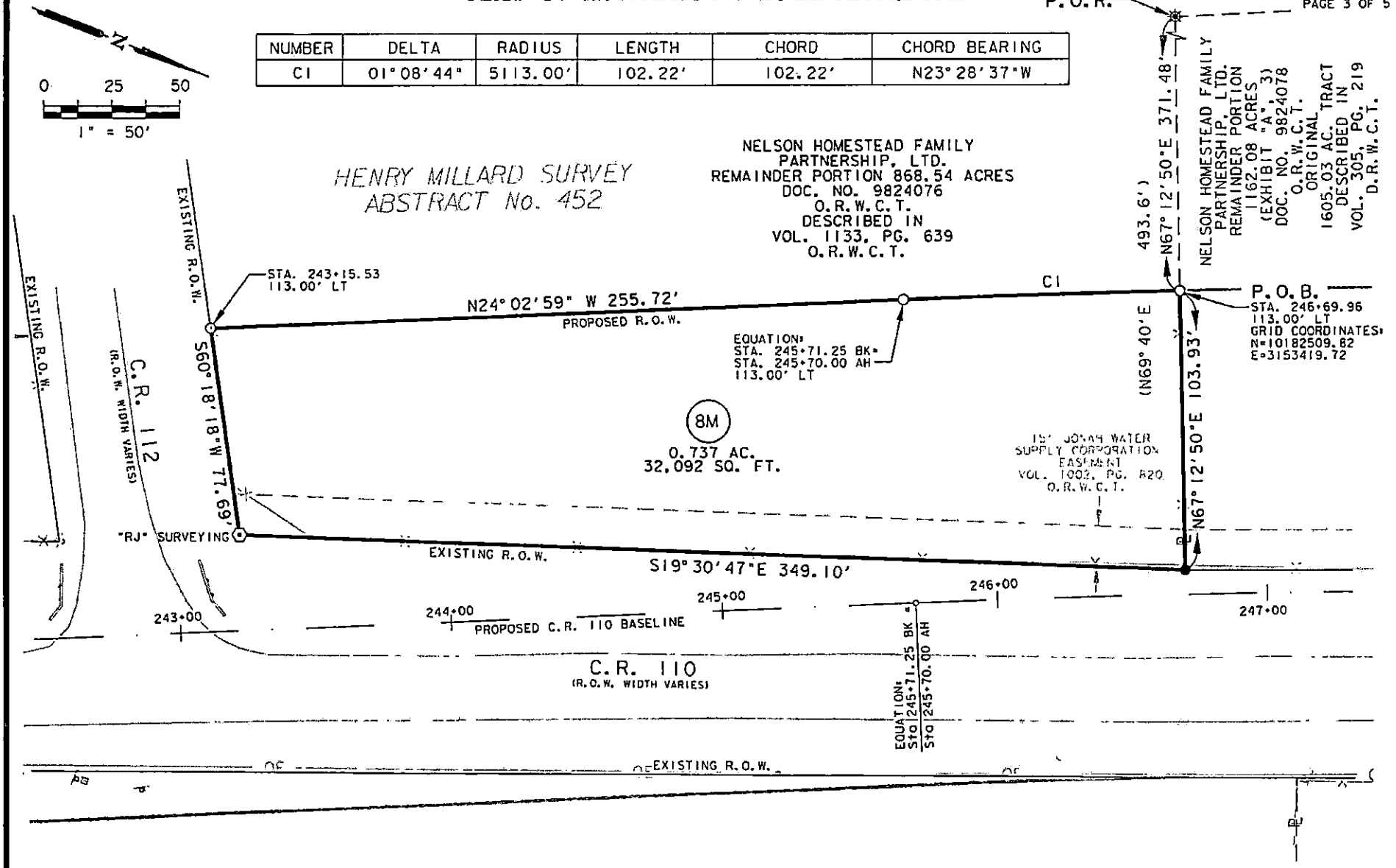


EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01°08'44"	5113.00'	102.22'	102.22'	N23°28'37"W



INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

SCALE	PROJECT	COUNTY
1" = 50'	CR 110	WILLIAMSON

PARCEL 8M

S:*KIMLEY HORN\CR 110\PARCELS\PARCEL 8M-NELSON HOMESTEAD-0.363 AC ROW TRACT\REV 06-26-17 COMBINED EASE - PARCEL\NELSON-8M-COMBINED.dgn

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

⁕	FENCE CORNER POST FOUND
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
✪	COTTON GIN SPINDLE FOUND
◉	½" IRON PIPE FOUND UNLESS NOTED
X	X CUT FOUND
▲	60/D NAIL FOUND
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW-4933" SET (UNLESS NOTED OTHERWISE)

℄	CENTER LINE
ℙ	PROPERTY LINE
( )	RECORD INFORMATION
—/\/—	LINE BREAK
⁓	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1608519-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MARCH 11, 2016, ISSUE DATE MARCH 21, 2016.

10G. INCLUSION WITHIN THE UPPER BRUSHY CREEK WCID NO. 1A, SUBJECT TO.

H. INCLUSION WITHIN THE PALOMA LAKE MUD NO. 1 & 2, SUBJECT TO.

I. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 237, PAGE 280, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. EASEMENT GRANTED TO LONE STAR GAS COMPANY BY INSTRUMENT IN VOLUME 238, PAGE 184, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. EASEMENT GRANTED TO LONE STAR GAS COMPANY BY INSTRUMENT IN VOLUME 238, PAGE 186, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 429, PAGE 663, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

M. EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT IN VOLUME 445, PAGE 659, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

N. EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT IN VOLUME 446, PAGE 303, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

O. EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT IN VOLUME 465, PAGE 450, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

INLAND GEODETICS, LLC
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ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

SCALE	PROJECT	COUNTY
1" = 50'	CR 110	WILLIAMSON

PARCEL 8M

S:\-KIMLEY HORN\CR 110\PARCELS\PARCEL 8M-NELSON HOMESTEAD-0.363 AC ROW TRACT\REV 06-26-17 COMBINED EASE - PARCEL\NELSON-8M-COMBINED.dgn

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

P. EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT IN VOLUME 472, PAGE 7, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

O. EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. BY INSTRUMENT IN VOLUME 563, PAGE 574, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AND VOLUME 1002, PAGE 820, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

R. EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY BY INSTRUMENTS IN VOLUME 840, PAGE 699 AND VOLUME 844 PAGE 659, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AND AS FURTHER AFFECTED BY INSTRUMENTS IN VOLUME 2169, PAGE 795, OF THE OFFICIAL RECORDS, DOES NOT AFFECT AND DOCUMENT NO(S) 2014064017 AND 2014103708, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

S. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 1472, PAGE 9, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

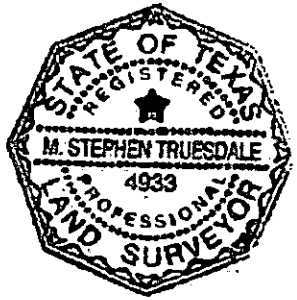
T. EASEMENT GRANTED TO ENSEARCH CORPORATION BY INSTRUMENT IN VOLUME 2302, PAGE 357, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

U. BOUNDARY LINE AGREEMENT BY INSTRUMENT IN VOLUME 1066, PAGE 926, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 12 July 2017

M. STEPHEN TRUESDALE DATE:
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681



	ACRES	SQUARE FEET
ACQUISITION	0.737	32,092
CALC/DEED AREA		
REMAINDER AREA		

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

SCALE	PROJECT	COUNTY
1" = 50'	CR 110	WILLIAMSON

PARCEL 8M

S:*KIMLEY HORN\CR 110\PARCELS\PARCEL 8M-NELSON HOMESTEAD-0.363 AC ROW TRACT\REV 06-26-17 COMBINED EASE - PARCEL\NELSON-8M-COMBINED.dgn

EXHIBIT B

County: Williamson
Parcel : 9M-PART 1
Highway: County Road 110

PROPERTY DESCRIPTION FOR PARCEL 9M-PART 1

DESCRIPTION OF A 7.910 ACRE (344,541 SQUARE FOOT) TRACT OF LAND SITUATED IN THE HENRY MILLARD SURVEY, ABSTRACT NO. 452 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF A REMAINDER PORTION OF THAT CALLED 1162.08 ACRE TRACT OF LAND CITED IN SPECIAL WARRANTY DEED TO NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD. RECORDED IN DOCUMENT NO. 9824078 (EXHIBIT "A", 3) OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS ORIGINAL 1605.03 ACRES DESCRIBED IN PARTITION DEED (SIXTH TRACT) IN VOLUME 305, PAGE 219, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 7.910 ACRE (344,541 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a found fence corner post, being a common boundary corner of said remainder portion of 1162.08 acre tract and the remainder portion of that called 868.54 acre tract of land conveyed to said Nelson Homestead Family Partnership, Ltd. in Document No. 9824076 of the Official Records of Williamson County, Texas;

THENCE, with the boundary line of said remainder of 868.54 acres and said remainder of 1162.08 acres, N 67°12'50" E for a distance of 371.48 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" (Grid Coordinates determined as N=10182509.82, E=3153419.72 TxSPC Zone 4203) set 113.00 feet left of proposed County Road (C.R.) 110 Baseline Station 246+69.96, being in the proposed westerly Right-of-Way (ROW) line of C.R. 110 (variable width ROW), for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said common boundary line, through the interior of said remainder portion of the 1162.08 acre tract, with said proposed ROW line, the following twelve (12) courses:

1) along a curve to the right, having a delta angle of **01°26'24"**, a radius of **5113.00** feet, an arc length of **128.50** feet and a chord which bears **N 22°11'04" W** for a distance of **128.50** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set 113.00 feet left of proposed C.R.110 Baseline Station 247+95.63, for a point of tangency;

2) **N 21°27'52" W** for a distance of **720.99** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set 113.00 feet left of proposed C.R.110 Baseline Station 255+16.62, for an ell corner;

3) **S 68°32'08" W** for a distance of **12.00** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set 125.00 feet left of proposed C.R.110 Baseline Station 255+16.62, for an ell corner;

4) **N 21°27'52" W** for a distance of **94.21** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set 125.00 feet left of proposed C.R.110 Baseline Station 256+10.83, for an ell corner;

5) **N 68°32'08" E** for a distance of **57.00** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set 68.00 feet left of proposed C.R.110 Baseline Station 256+10.83, for an ell corner;

6) **N 21°27'52" W** for a distance of **2040.00** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set 68.00 feet left of proposed C.R.110 Baseline Station 276+50.83, for a point of curvature to the left;

7) along said curve to the left, having a delta angle of **04°02'48"**, a radius of **4932.00** feet, an arc length of **348.34** feet and a chord which bears **N 23°29'16" W** for a distance of **348.27** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set 68.00 feet left of proposed C.R.110 Baseline Station 280+03.98, for a point of tangency;

8) **N 25°30'40" W** for a distance of **107.24** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set 68.00 feet left of proposed C.R.110 Baseline Station 281+11.22, for a point of curvature to the right;

9) along said curve to the right, having a delta angle of **01°47'06"**, a radius of **5068.00** feet, an arc length of **157.90** feet and a chord which bears **N 24°37'07" W** for a distance of **157.89** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set 68.00 feet left of proposed C.R.110 Baseline Station 282+67.00, for a point of non-tangency;

10) **N 31°39'14" W** for a distance of **203.20** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set 100.00 feet left of proposed C.R.110 Baseline Station 284+64.36, for an angle point;

11) **N 21°27'52" W** for a distance of **445.94** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set 100.00 feet left of proposed C.R.110 Baseline Station 289+10.31, for an angle point;

12) N 66°24'46" W for a distance of 106.16 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set 175.00 feet left of proposed C.R. 110 Baseline Station 289+85.44 in the existing southerly ROW line of University Boulevard (Chandler Road) (variable width ROW), same being in the northerly boundary line of said remainder portion of the 1162.08 acre tract, for the northwesterly corner of the herein described tract;

THENCE, departing said proposed ROW line, with said northerly boundary line of the remainder portion of 1162.08 acre tract and the existing southerly ROW line of University Boulevard (Chandler Road), the following two (2) courses:

13) N 68°36'52" E for a distance of 95.43 feet to an iron rod with plastic cap stamped "Capital Surveying" found, for an angle point;

14) S 66°40'45" E for a distance of 142.37 feet to a iron rod with plastic cap stamped "Capital Surveying" found, in the existing westerly ROW line of C.R. 110 (variable width ROW), for the northeasterly corner of the herein described tract;

15) **THENCE,** departing said University Boulevard (Chandler Road) ROW line, with the common easterly boundary line of said remainder portion of 1162.08 acre tract and said existing westerly ROW line of C.R. 110, S 21°30'45" E for a distance of 4214.63 feet to a 1/2" iron rod found, being the southeasterly corner of said remainder portion of 1162.08 acre tract, also being the northeasterly corner of said remainder portion of the 868.54 acre tract, for the southeasterly corner of the herein described tract;

16) **THENCE,** departing said County Road 110, with the common boundary line of said remainder portion of 1162.08 acre tract, and said remainder portion of the 868.54 acre tract, S 67°12'50" W for a distance of 103.93 feet to the POINT OF BEGINNING, containing 7.910 acres (344,541 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 12 July 2017
Date

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

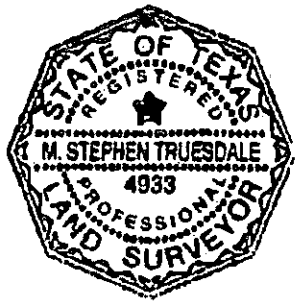
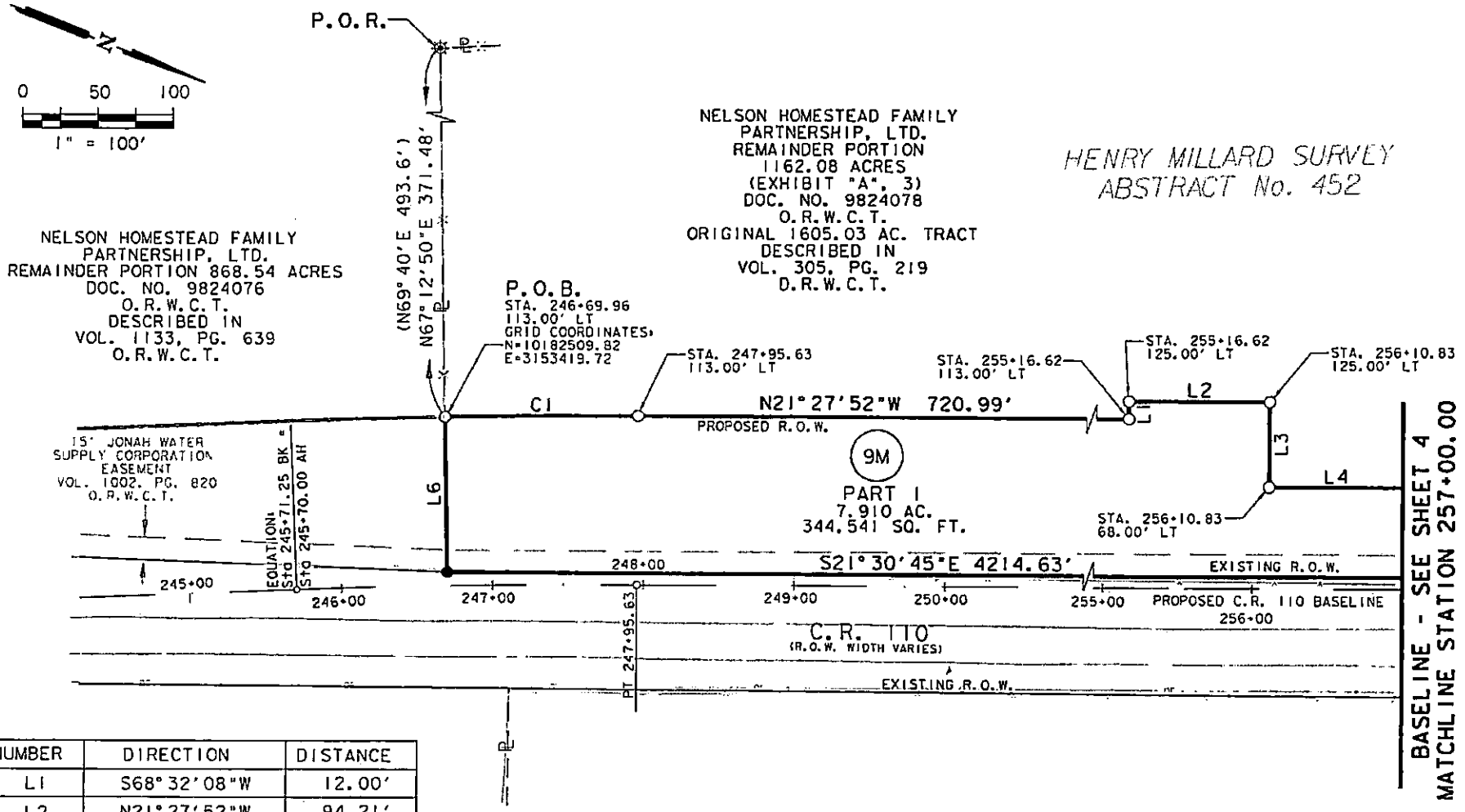


EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NUMBER	DIRECTION	DISTANCE
L1	S68° 32' 08"W	12.00'
L2	N21° 27' 52"W	94.21'
L3	N68° 32' 08"E	57.00'
L4	N21° 27' 52"W	2040.00'
L6	S67° 12' 50"W	103.93'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01° 26' 24"	5113.00'	128.50'	128.50'	N22° 11' 04"W

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
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FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

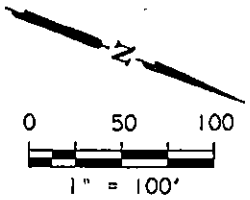
SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 9M
PART 1

S:*KIMLEY HORN\CR 110\PARCELS\PARCEL 9M-PART 1-NELSON HOMESTEAD\REV 6-26-17 COMBINED EASE-PARCEL\NELSON-9M-PART1-COMBINED-PG1.dgn

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	04°02'48"	4932.00'	348.34'	348.27'	N23°29'16"W
C3	01°47'06"	5068.00'	157.90'	157.89'	N24°37'07"W

NUMBER	DIRECTION	DISTANCE
L5	N21°27'52"W	445.94'

NELSON HOMESTEAD FAMILY
PARTNERSHIP, LTD.
REMAINDER PORTION
1162.08 ACRES
(EXHIBIT "A", 3)
DOC. NO. 9824078
O.R.W.C.T.
ORIGINAL 1605.03 AC. TRACT
DESCRIBED IN
VOL. 305, PG. 219
D.R.W.C.T.

HENRY MILLARD SURVEY
ABSTRACT No. 452

BASELINE - SEE SHEET 3
MATCHLINE STATION 257+00.00

BASELINE - SEE SHEET 5
MATCHLINE STATION 285+00.00

N21°27'52"W
2040.00'

STA. 276+50.83
68.00' LT

C2

STA. 280+03.98
68.00' LT

N25°30'40"W
107.24'

STA. 281+11.22
68.00' LT

C3

PROPOSED R.O.W.

STA. 282+67.00
68.00' LT

N31°39'14"W 203.20'

STA. 284+64.36
100.00' LT

L5

15' JONAH WATER
SUPPLY CORPORATION
EASEMENT
VOL. 1002, PG. 820
O.R.W.C.T.

9M
PART 1
7.910 AC.
344,541 O. FT.

EXISTING R.O.W.

277+00 278+00 279+00 280+00 281+00 PROPOSED C.R. 110 BASELINE 282+00 283+00 284+00

S21°30'45"E 4214.63'

C.R. 110
(R.O.W. WIDTH VARIES)

EXISTING R.O.W.

PC 276+50.83
PT 280+03.98
PC 281+11.22
PT 284+64.36

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

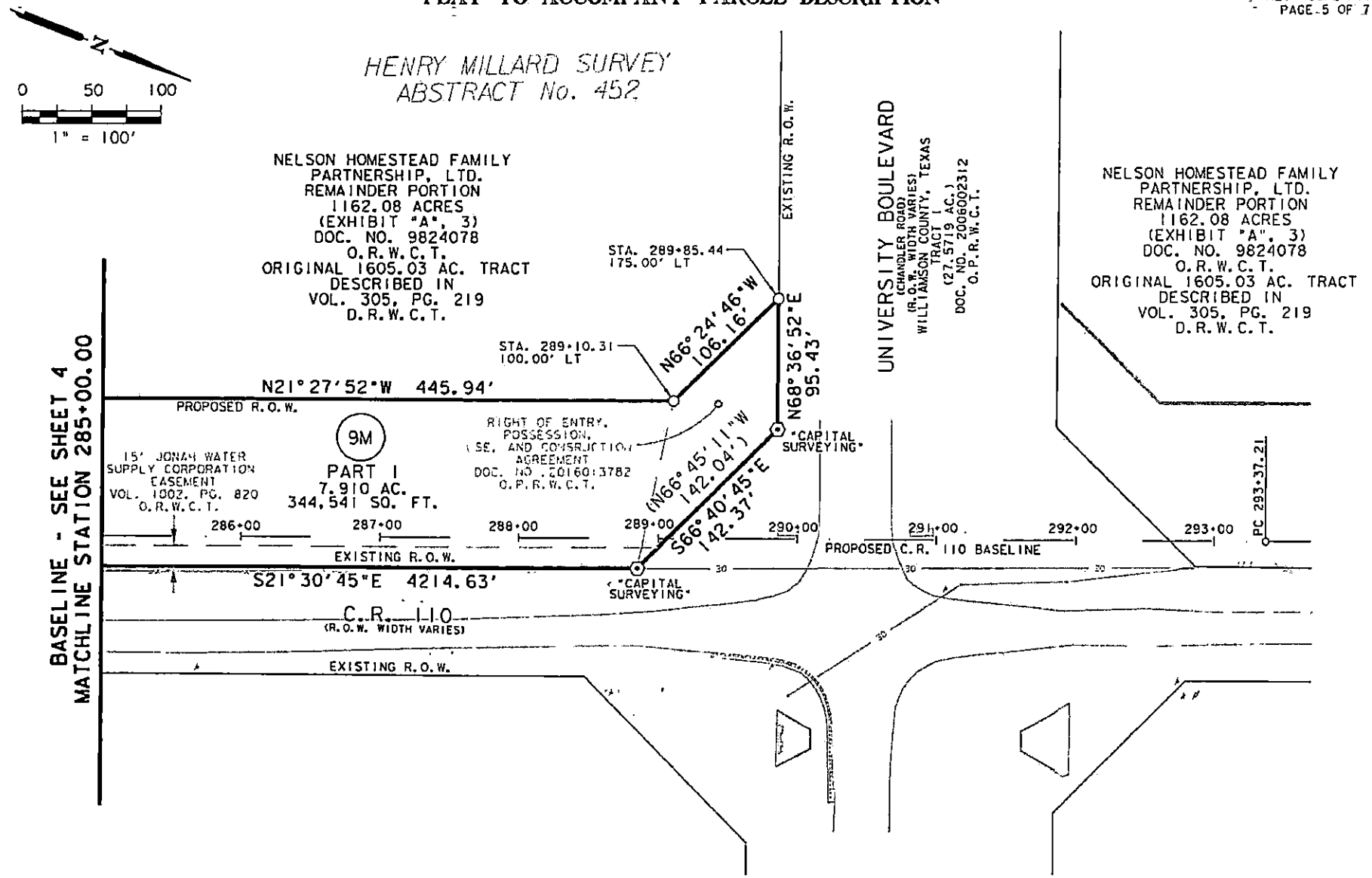
SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 9M PART 1

S:*KIMLEY HORN\CR 110\PARCELS\PARCEL 9M-PART 1-NELSON HOMESTEAD\REV 6-26-17 COMBINED EASE-PARCEL\NELSON-9M-PART1-COMBINED-PG2.dgn

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



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SCALE	PROJECT	COUNTY
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PARCEL 9M PART I

S:*KIMLEY HORN\CR 110\PARCELS\PARCEL 9M-PART 1-NELSON HOMESTEAD\REV 6-26-17 COMBINED EASE-PARCEL\NELSON-9M-PART1-COMBINED-PG3.dgn

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
✱	FENCE CORNER POST FOUND
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP (AS NOTED)
✪	COTTON GIN SPINDLE FOUND
◉	½" IRON PIPE FOUND UNLESS NOTED
×	X CUT FOUND
▲	60/D NAIL FOUND
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW-4933" SET (UNLESS NOTED OTHERWISE)

℄	PROPERTY LINE
( )	RECORD INFORMATION
—/—	LINE BREAK
⌇	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1608529-GTN, ISSUED BY TITLE RESOURCES. GUARANTY COMPANY, EFFECTIVE DATE MARCH 11, 2016, ISSUE DATE MARCH 21, 2016.

10G. INCLUSION WITHIN THE UPPER BRUSHY CREEK WCID NO. 1A, SUBJECT TO.

H. INCLUSION WITHIN THE PALOMA LAKE MUD NO. 1 & 2, SUBJECT TO.

I. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 237, PAGE 280, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

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L. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 429, PAGE 663, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

M. EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT IN VOLUME 445, PAGE 659, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

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NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 9M PART 1

S:\=KIMLEY HORN\CR 110\PARCELS\PARCEL 9M-PART 1-NELSON HOMESTEAD\REV 6-26-17 COMBINED EASE-PARCEL\NELSON-9M-PART1-COMBINED-PG3.dgn

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

P. EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT IN VOLUME 472, PAGE 7, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

Q. EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. BY INSTRUMENT IN VOLUME 563, PAGE 574, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AND VOLUME 1002, PAGE 820, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

R. EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY BY INSTRUMENTS IN VOLUME 840, PAGE 699, DOES NOT AFFECT AND VOLUME 844 PAGE 659, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AND AS FURTHER AFFECTED BY INSTRUMENTS IN VOLUME 2169, PAGE 795, OF THE OFFICIAL RECORDS, DOES NOT AFFECT AND DOCUMENT NO(S) 2014064017 AND 2014103708, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

S. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 1472, PAGE 9, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

T. EASEMENT GRANTED TO ENSERCH COPORATION BY INSTRUMENT IN VOLUME 2302, PAGE 357, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

U. BOUNDARY LINE AGREEMENT BY INSTRUMENT IN VOLUME 1066, PAGE 926, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

V. RIGHT OF ENTRY, POSSESSION, USE AND CONSTRUCTION AGREEMENT RECORDED IN DOCUMENT NO. 2016013782, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 12 Dec 2017

M. STEPHEN TRUESDALE DATE:
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

	ACRES	SQUARE FEET
ACQUISITION	7.910	344,541
CALC/DEED AREA		
REMAINDER AREA		

INLAND GEODETICS LLC
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PARCEL PLAT SHOWING PROPERTY OF
NELSON HOMESTEAD
FAMILY PARTNERSHIP, LTD.

SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 9M
PART 1

S:\KIMLEY HORN\CR 110\PARCELS\PARCEL 9M-PART 1-NELSON HOMESTEAD\REV 6-26-17 COMBINED EASE-PARCEL\NELSON-9M-PART1-COMBINED-PG3.dgn

EXHIBIT C

County: Williamson
Parcel: 9M-E-PART 1
Highway: County Road 110

PROPERTY DESCRIPTION FOR PARCEL 9M-E PART 1

DESCRIPTION OF A 1.140 ACRE (49,646 SQUARE FOOT) TRACT OF LAND SITUATED IN THE HENRY MILLARD SURVEY, ABSTRACT NO. 452 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF A REMAINDER PORTION OF THAT CALLED 1162.08 ACRE TRACT OF LAND CITED IN SPECIAL WARRANTY DEED TO NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD. RECORDED IN DOCUMENT NO. 9824078 (EXHIBIT "A", 3) OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, ORIGINAL 1605.03 ACRES DESCRIBED IN PARTITION DEED (SIXTH TRACT) IN VOLUME 305, PAGE 219, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.140 ACRE (49,646 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" (Grid Coordinates determined as N=10183035.83, E=3153259.51 TxSPC Zone 4203) set 68.00 feet left of proposed County Road (C.R.) 110 Baseline Station 256+10.83 and being an ell corner in the proposed westerly Right-of-Way (ROW) line of C.R. 110 (variable width ROW), for the southeasterly corner of the herein described tract;

1) **THENCE,** with said proposed westerly ROW line, **S 68°32'08" W** for a distance of **15.00** feet to a calculated point, for the southwesterly corner of the herein described tract, and from which a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set for an ell corner in said proposed westerly ROW line bears S 68°32'08" W at a distance of 42.00 feet;

THENCE, departing said proposed westerly ROW line, through the interior of said remainder portion of the 1162.08 acre tract, the following six (6) courses:

2) **N 21°27'52" W** for a distance of **2040.00** feet to a calculated point of curvature to the left;

3) Along said curve to the left, having a delta angle of **04°02'48"**, a radius of **4917.00** feet, an arc length of **347.28** feet and a chord which bears **N 23°29'16" W** for a distance of **347.21** feet to a calculated point of tangency;

4) **N 25°30'40" W** for a distance of **107.24** feet to a calculated point of curvature to the right;

5) Along said curve to the right, having a delta angle of **01°46'24"**, a radius of **5083.00** feet, an arc length of **157.32** feet and a chord which bears **N 24°37'28" W** for a distance of **157.32** feet to a calculated point of non-tangency;

6) **N 31°39'14" W** for a distance of **203.50** feet to a calculated angle point;

7) **N 21°27'52" W** for a distance of **462.31** feet to a calculated point in the proposed westerly ROW line of C.R. 110, for the northwesterly corner of the herein described tract, and from which 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set 175.00 feet left of proposed C.R.110 Baseline Station 289+85.44 bears N 66°24'46" W at a distance of 84.93 feet;

THENCE, continuing through the interior of said remainder portion of the 1162.08 acre tract, with said proposed westerly ROW line the following seven (7) courses:

8) **S 66°24'46" E** for a distance of **21.23** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set for an angle point in said proposed ROW line, 100.00 feet left of proposed C.R. 110 Baseline Station 289+10.31, for the northeasterly corner of the herein described tract;

9) **S 21°27'52" E** for a distance of **445.94** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set 100.00 feet left of proposed C.R.110 Baseline Station 284+64.36, for an angle point;

10) **S 31°39'14" E** for a distance of **203.20** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set 68.00 feet left of proposed C.R.110 Baseline Station 282+67.00, for a point of a non-tangent curve to the left;

11) Along said curve to the left, having a delta angle of **01°47'06"**, a radius of **5068.00** feet, an arc length of **157.90** feet and a chord which bears **S 24°37'07" E** for a distance of **157.89** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set 68.00 feet left of proposed C.R.110 Baseline Station 281+11.22, for a point of tangency;

12) **S 25°30'40" E** for a distance of **107.24** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set 68.00 feet left of proposed C.R.110 Baseline Station 280+03.98, for a point of curvature to the right;

13) Along said curve to the right, having a delta angle of **04°02'48"**, a radius of **4932.00** feet, an arc length of **348.34** feet and a chord which bears **S 23°29'16" E** for a distance of **348.27** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set 68.00 feet left of proposed C.R.110 Baseline Station 276+50.83, for a point of tangency;

14) **S 21°27'52" E** for a distance of **2040.00** feet to the **POINT OF BEGINNING**, containing 1.140 acres (49,646 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

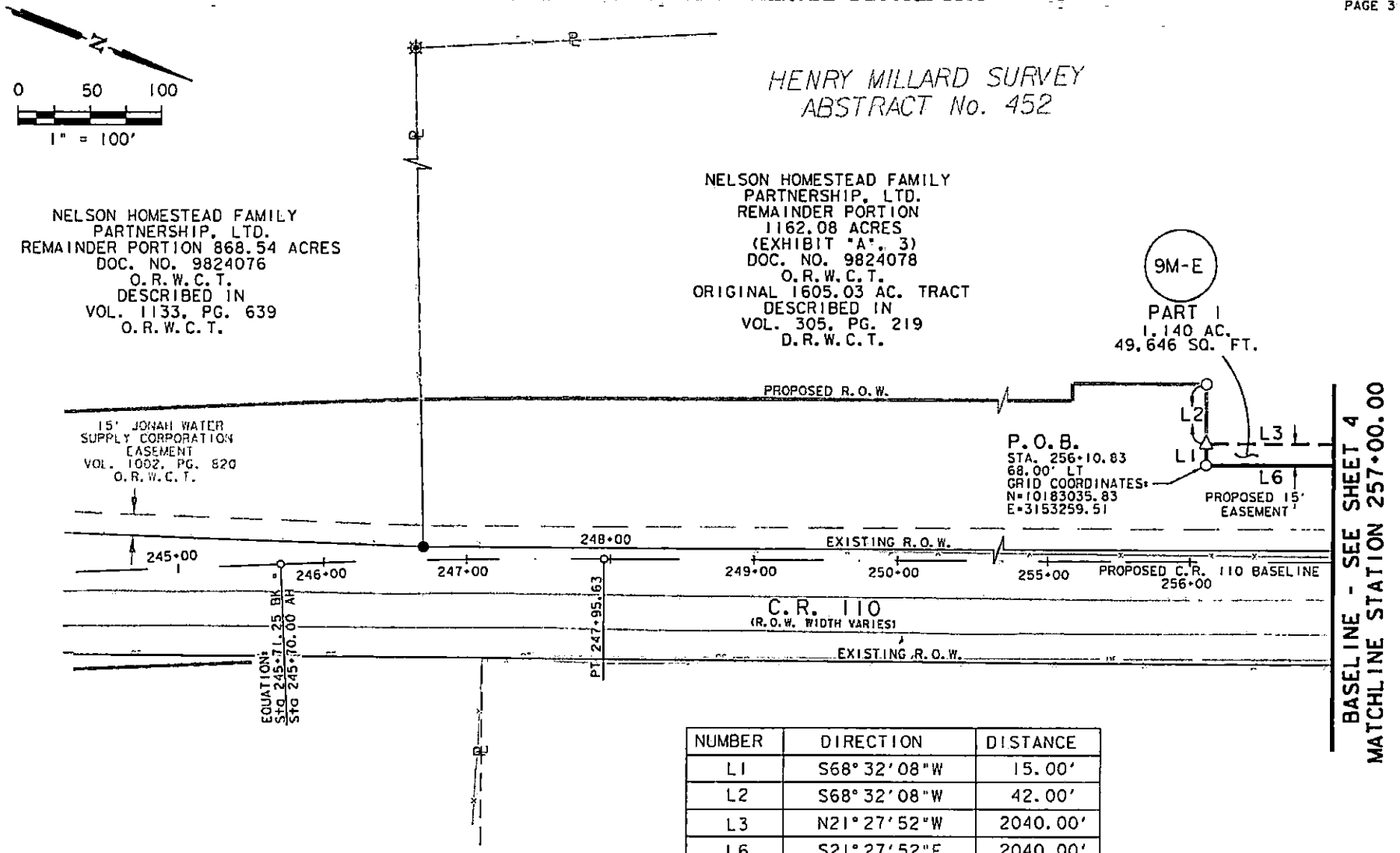
M. Stephen Truesdale — 12 July 2017

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

EXHIBIT "C"

PLAT TO ACCOMPANY PARCEL DESCRIPTION.



NUMBER	DIRECTION	DISTANCE
L1	S68°32'08"W	15.00'
L2	S68°32'08"W	42.00'
L3	N21°27'52"W	2040.00'
L6	S21°27'52"E	2040.00'

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PARCEL PLAT SHOWING PROPERTY OF
NELSON HOMESTEAD
FAMILY PARTNERSHIP, LTD.

SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 9M-E
PART 1

S:*KIMLEY HORN\CR 110\PARCELS\PARCEL 9M-PART 1-NELSON HOMESTEAD\EASE PARCEL\REV 06-28-17\NELSON-9M-E-062917-REV.dgn

EXHIBIT "C"

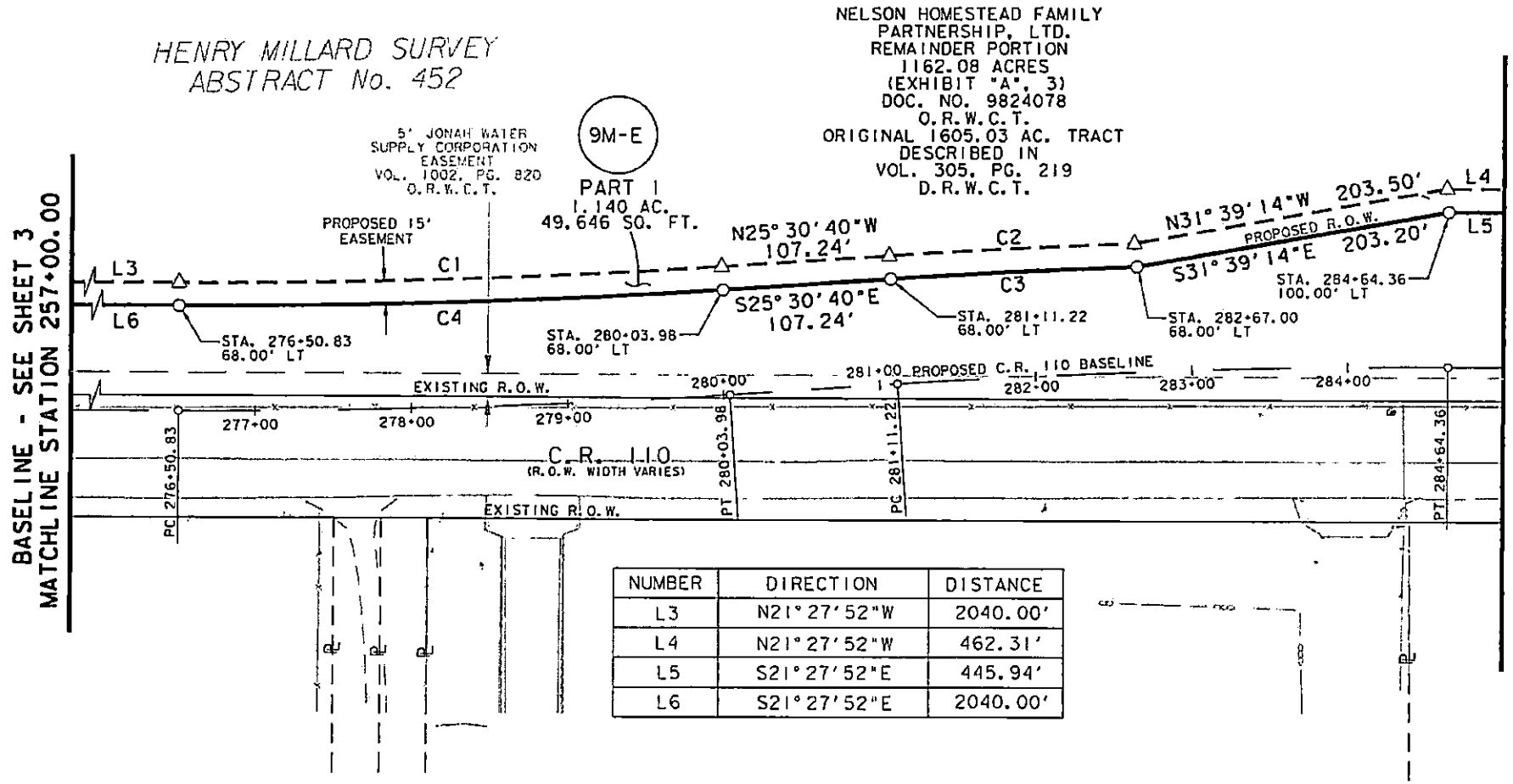
PLAT TO ACCOMPANY PARCEL DESCRIPTION

N

0 50 100

1" = 100'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	04°02'48"	4917.00'	347.28'	347.21'	N23°29'16"W
C2	01°46'24"	5083.00'	157.32'	157.32'	N24°37'28"W
C3	01°47'06"	5068.00'	157.90'	157.89'	S24°37'07"E
C4	04°02'48"	4932.00'	348.34'	348.27'	S23°29'16"E



NUMBER	DIRECTION	DISTANCE
L3	N21°27'52"W	2040.00'
L4	N21°27'52"W	462.31'
L5	S21°27'52"E	445.94'
L6	S21°27'52"E	2040.00'

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1" = 100'	CR 110	WILLIAMSON

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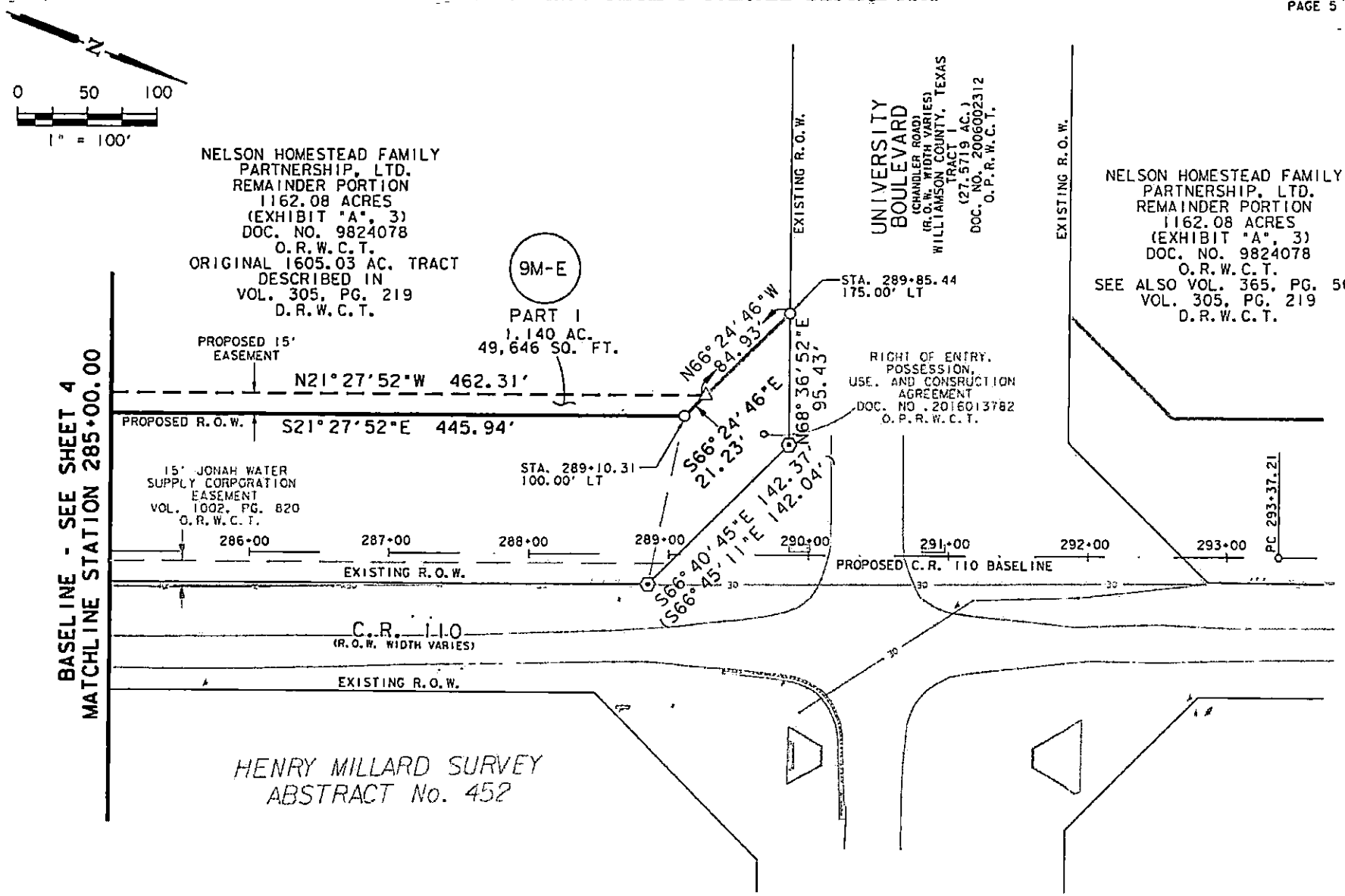

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( )	RECORD INFORMATION
—/—	LINE BREAK
⌇	DENOTES COMMON OWNERSHIP
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N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
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S. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 1472, PAGE 9, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

T. EASEMENT GRANTED TO ENSERCH COPORATION BY INSTRUMENT IN VOLUME 2302, PAGE 357, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

U. BOUNDARY LINE AGREEMENT BY INSTRUMENT IN VOLUME 1066, PAGE 926, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

V. RIGHT OF ENTRY, POSSESSION, USE AND CONSTRUCTION AGREEMENT RECORDED IN DOCUMENT NO. 2016013782, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 12 Dec 2017
DATE:

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
NELSON HOMESTEAD
FAMILY PARTNERSHIP, LTD.

SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 9M-E
PART 1

S:*KIMLEY HORN\CR 110\PARCELS\PARCEL 9M-PART 1-NELSON HOMESTEAD\EASE PARCEL\REV 06-28-17\NELSON-9M-E-PG3-062917-REV.dgn

EXHIBIT D

Parcels 8M, 9MP1

DEED
County Road 110 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 ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD., a Texas limited partnership, hereinafter referred to as Grantor, 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, has this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, hereinafter referred to as Grantee, 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 approximately 0.737 acre (32,092 Sq. Ft.) tract of land in the Henry Millard Survey, Abstract No. 452, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 8M**);
>
> All of that certain approximately 7.910 acre (344,541 Sq. Ft.) tract of land in the Henry Millard Survey, Abstract No. 452, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 9M-Part 1**) ("Property")

SAVE AND EXCEPT, HOWEVER, Grantor hereby 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 Property 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 Grantee 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 roadway and drainage improvements thereon, but shall not be used or exported from the Property for any other purpose.

The Property is part of a larger tract of land owned by Grantor identified as WCAD Parcel Nos. R382745 (18.3 acres) and R545897 (82.24 acres) (said real property, save and except the Property, being referred to herein as the "Remainder Property").

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

(i) Visible and apparent easements not appearing of record;

(ii) Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

(iii) Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently affecting the Property, but only to the extent that said items are still valid and in force and effect at this time; and

(iv) the restrictive covenants set forth below, which Grantee covenants and agrees to perform.

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 Grantee 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 Grantee and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

GRANTOR HAS NOT MADE, DOES NOT MAKE AND 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: (1) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (2) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (3) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (4) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (5) THE PRESENCE OF ANY ENDANGERED OR THREATENED SPECIES OR ENVIRONMENTAL FEATURES ON THE PROPERTY, AS WELL AS THE SUITABILITY OF THE PROPERTY AS HABITAT FOR ANY OF THOSE SPECIES, (6) THE AVAILABILITY OF UTILITY SERVICE TO THE PROPERTY, OR (7) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. GRANTEE

AGREES THAT THE PROPERTY IS HEREBY SOLD TO AND ACCEPTED BY GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, IF ANY.

By acceptance of this deed, Grantee assumes and agrees to pay all ad valorem taxes after the date of this deed relating to the Property, for the current and all subsequent years, and any assessments for the current and any prior years, which arise on or after the date of this deed due to change in usage or ownership of the Property by Grantee.

This deed is being delivered in lieu of condemnation.

The following restrictive covenants (the "Covenants") are hereby imposed upon the Property, will run with the land comprising the Property, and will be binding upon Grantee and its successors and assigns and benefit and be enforceable by Grantor, and its successors and assigns:

(1) The Property may be used, improved and maintained solely for any legally authorized public use under Texas law, including specifically roadway purposes and for the construction and maintenance of related drainage improvements and public utilities therein (the "CR 110 Improvements").

(2) If, at any time in the future, Grantor or its successors and assigns desire to construct a new driveway onto County Road 110 or relocate an existing driveway onto County Road 110, Grantee agrees to cooperate with Grantor to allow such construction or relocation, and to approve any related permits or plans so long as the plans for and locations of the driveways conform with Grantee's driveway standards as they exist on the date hereof. Grantee further agrees to cooperate with Grantor in connection with any applications by Grantor for approvals from any governmental entities with jurisdiction over curb cuts from the Remainder Property onto County Road 110 (including Grantee itself, if applicable).

(3) The CR 110 Improvements must include appropriate facilities for the collection of all drainage and/or stormwater runoff from the Property and the related County Road 110 right of way as required by any applicable Williamson County Design Criteria. No increase in volume of stormwater runoff or drainage may be diverted onto the Remainder Property without an express easement for such drainage granted by Grantor in its sole discretion, and any such easement will be at Grantee's sole cost.

(4) After construction of the CR 110 Improvements, in the event that Grantee abandons use of the Property for public roadway purposes, Grantee shall not thereafter convey title to the Property to any party without first granting Grantor the option to repurchase it pursuant to the requirements of Texas Local Government Code, Section 272.001 or Section 263.002, Texas Transportation Code 251.058(b) or their successors, or other applicable Texas law regarding the disposal of real property by Grantee.

[signature page to follow]

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2020.

GRANTOR:

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.,
a Texas limited partnership

By: Nelson Homestead Management, LLC,
a Texas limited liability company,
its general partner

By:_____
John C. Nelson, Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2020, by John C. Nelson, Manager of Nelson Homestead Management, LLC,, a Texas limited liability company, the general partner of Nelson Homestead Family Partnership, Ltd., a Texas limited partnership, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT E

DRAINAGE EASEMENT
CR 110M

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD., a Texas limited partnership, and its successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of One and No/100 ($1.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the below-described Property:

> All of that certain 1.140 acre (49,646 square feet) of land in the Henry Millard Survey, Abstract No. 452, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 9M-E-Part 1**).

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage easement and channel, along with any structures, materials, improvements, pipes, culverts, storm sewer, grading and related appurtenances and equipment which may be necessary to facilitate the proper drainage of and across the public roadway facilities adjacent to the Property (the "Benefitted Tract"), in, along, upon, under and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress from to and from said premises from the adjacent right of way for the purpose of making any improvements, modifications or repairs which the Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to Grantor and its successors and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the easement herein acquired by Grantee, including but not limited to construction, operation and maintenance of underground utilities (including water, wastewater, storm sewer, gas and electric utilities), pipelines and buried communications cables, fencing (including livestock fencing) and roads, sidewalks or driveways which cross the Property at not less than a forty-five degree angle. Any such trees or vegetation cut by Grantee shall promptly be removed from the Property.

Grantee shall be responsible for maintaining the easement area described herein and any improvements constructed by Grantee and located in, across or upon the easement area. Grantee, by

acceptance of this easement acknowledges and agrees that Grantor hereby expressly reserves the right to relocate, modify and reduce the easement area described herein and alter any improvements or facilities located in, across or upon the easement area, at Grantor's sole cost and expense, provided that such relocation, reduction and/ or alteration shall not cause any use or development of the Benefited Tract to be out of compliance with any regulation of any governmental entity having jurisdiction over the Benefited Tract, and shall not cause the diversion, encroachment, impoundment or increase in the amount of surface water on or across the Benefited Tract in excess of the drainage conditions existing prior to such relocation, reduction or alteration. The Grantor may execute and file in the appropriate public records a replacement easement for any such reduction, alteration and/ or relocation of the easement area, provided such reduction, alteration or relocation of the easement area is in conformance with the terms of this paragraph and such replacement easement is conveyed to the Grantee, its successors or assigns by replacement easement recorded in the appropriate public records. Concurrent with or after the recording of such replacement easement, the Grantee, its successors or assigns shall execute any document presented by the Grantor reasonably necessary or convenient for the release or re-conveyance to Grantor of any easement area not included in the replacement easement.

Further, at any time that stormwater detention and/or drainage flow from the Benefited Tract is adequately handled according to any applicable regulatory codes or requirements without reliance upon the Property or facilities constructed therein, which determination shall be documented by issuance of a permit or other confirmation in writing of the construction and proper operation of any such stormwater facilities by any entity exercising regulatory jurisdiction of the Benefitted Tract for the construction of development improvements, this conveyance shall be null and void. In such event, all right, title and interest of Grantee in the Property (including any future claim of adverse possession thereof) shall automatically terminate and be of no further force and effect, and title to the Property shall then and there wholly and absolutely and automatically revert and be vested in Grantor or its successors and assigns without the necessity of re-entry or suit. By its acceptance hereof, Grantee agrees upon such termination and reversion to convey any interest it may have in the Property to Grantor, or its successors and assigns, by written instrument in recordable form; provided that such an instrument shall not be required for the termination of all of Grantee's interest in the Property and the automatic reversion of title to Grantor, or its successors and assigns; and provided further, that the recording of an affidavit executed by Grantor, or its successors and assigns, stating that such termination and reversion has occurred (and the reason for such termination and reversion) shall be sufficient to confirm reversion of title to the Property in Grantor, or its successors and assigns.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging,

and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage and for making connections therewith.

Grantor does hereby bind its heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise. This conveyance is made subject to any validly existing matters of record affecting this Property which are recorded in the Official Records of Williamson County, Texas.

The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements placed thereon, or the maintenance of the Property for the conveyance of stormwater drainage without the express written consent of Grantee, which consent shall not be unreasonably withheld.

Grantor has executed and delivered this easement, and Grantee has received and accepted this easement and the Property, AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY REVOKE, RELEASE, NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (I) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO FITNESS FOR A PARTICULAR USE OR PURPOSE; (II) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES, OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (III) ANY FEATURES OR CONDITIONS AT OR WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENT POTENTIAL, OR OTHERWISE; (IV) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION, OR AMOUNT OF THE PROPERTY; (V) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; (VI) ANY ENVIRONMENTAL, GEOLOGICAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW, OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (VII) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS BY GRANTOR WHATSOEVER. GRANTEE HEREBY EXPRESSLY ASSUMES ALL RISKS AND PERILS ASSOCIATED WITH USE OF THE PROPERTY.

EXECUTED on this the _____day of _____, 2020.

[signature page follows]

GRANTOR:

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.,
a Texas limited partnership

By: Nelson Homestead Management, LLC,
a Texas limited liability company,
its general partner

By:_____
John C. Nelson, Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____ _, 2020, by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020, by Bill Gravell, Jr., Williamson County Judge, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **87.**

Meeting Date: 11/17/2020

CR 111 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 Claim for Actual Moving Expenses from Grace Hernandez for personal property moved to the remainder tract on the CR 111 project, Parcel 44DE acquisition. Funding Source: Road Bonds P249

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hernandez Claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/12/2020 11:22 AM

Form Started By: Charlie Crossfield Started On: 11/12/2020 11:15 AM

Final Approval Date: 11/12/2020

M E M O R A N D U M

November 4, 2020

TO: Sheets & Crossfield
Attn: Lisa Dworaczyk

FROM: Laurie Miller

SUBJECT: Parcel 44 – Grace Hernandez
Project: CR 111

Request Payment – Move of Personal Property – Grace Hernandez

---

It is requested that the attached submission for be handled on a normal basis. In support of this request, please find the following:

(√) Form ROW-R-99, Claim for Reimbursement of Moving Expenses
(√) W-9
(√) Grace Hernandez Time Log
(√) Certification of Eligibility
(√) Photo's Before and After Move

Additional Comments:

Mrs. Hernandez and family sorted and went through the personal property when the commercial mover was on site. She and her family moved items to the local landfill to make room for the other items on site that needed to be moved across the yard. Mrs. Hernandez would like to be compensated for her and her families' time.

I called three (3) local movers to find out what they pay their employees hourly to move and I added the three rates together and the average rat came out to $12.75 an hour.

The attached packet is a Request for payment for Grace Hernandez Payment of $255.00.

We approve and recommend that the attached submission be processed at your earliest convenience. If additional information is needed, please contact Laurie Miller of this office at (512) 413-4012.

Laurie Miller

Laurie Miller, R/W-NAC, R/W-URAC

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)	Parcel No: 44 DE	County: Williamson
Grace Hernandez	ROW CSJ: N/A	Project No.: CR 111

☐ Residence ☐ Business ☐ Farm ☐ Nonprofit ☐ Sign ☒ Other - Shed

2. Address of Property Acquired by State:
1200 CR 105, Hutto, TX 78634
Claimant's Telephone No.: 512-761-2299

3. Address Moved To:
Personal Property Moved to Remainder of Property

4. Occupancy of Property Acquired by State:
From (Date): May 2013 | To (Date of Move): Still Occupy Property
☒ Owner/Occupant ☐ Tenant

5. Distance Moved: 32 feet

7. Mover's Name Address:

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	22	2019
b. Date Property Acquired	12	17	2019
c. Date Required to Move	02	15	2020

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	$255.00
b. Reestablishment Expenses	$
c. Searching Expenses	$
d. Tangible Property Loss	$
e. Storage	$
f. Temporary Lodging	$
g. Total Amount	**$255.00**

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.

Grace Hernandez
Claimant

Date of Claim: 11-4-20

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 $ 255.30

Date

Williamson County

* R 9 9 *

Displacee: Grace Hernandez

Address: 1200 CR 105

Hutto, TX, 78634

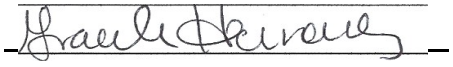
Phone: 512-761-2299

CR 111 Project

Timsheet Log

(Actual / Personal Property Moves)

Date	Name	Description of Activity	Mileage	Hours	Hourly Wage	Total
8/21/2020	Grace Hernandez Family (Saul Cruz (Husband))	Going through bulk items in yard, sorting, moving and taking to dump		3	$12.75	$38.25
8/21/2020	Grace Hernandez Family (Saul Cruz (Husband))	Helping with going through bulk items in yard, sorting, moving and taking to dump		3	$12.75	$38.25
8/22/2020	Grace Hernandez Family (Saul Cruz (Husband))	Continueing going through bulk items in yard, sorting, moving and making multiple trips to the dump		5	$12.75	$63.75
8//22/20	Grace Hernandez Family (Saul Cruz (Husband))	Continueing going through bulk items in yard, sorting, moving and making multiple trips to the dump		5	$12.75	$63.75
8/23/2020	Grace Hernandez Family (Saul Cruz (Husband))	Rearranging items moved from the commercial mover		2	$12.75	$25.50
8/23/2020	Grace Hernandez Family (Saul Cruz (Husband))	Rearranging items moved from the commercial mover		2	$12.75	$25.50
		Totals:		20		$255.00

Signature: 

Date: 10/4/2020

Personal Property Moves Only

Section 2 - Types of Moving Options

Actual Cost Moves: The displacee must provide an itemized certificate accounting of the number of hours spent on the move and the claimed hourly wage rate. The hourly wage rate is limited to that charged by bonded commercial movers for moves of similar property. Include paid receipts/documentation with copies of cancelled checks.

Commissioners Court - Regular Session **88.**

Meeting Date: 11/17/2020

CR 176 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 Claim for Fixed Moving Expenses with Thomas and Melissa Diaz on the CR 176 Project, Parcel 5 acquisition. Funding Source: Road Bonds P241

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Diaz Relocation Claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/12/2020 11:27 AM

Form Started By: Charlie Crossfield Started On: 11/12/2020 11:20 AM

Final Approval Date: 11/12/2020

Memo

Date:	November 6, 2020
Project:	County Road 176
To:	Don Childs, Sheets & Crossfield, P.C.
From:	Laurie Miller, R/W-RAC, Relocation Agent, HDR Engineering, Inc.
Subject:	Parcel 5 Fixed Move Payment Request

Please find the Request for Payment for a Fixed Move. Enclosed are the following documents:

- Copy of the Certification of Eligibility
- ROW-R-100-Claim form for Fixed Move Expense Payment – Individuals and Families
- W-9 Form
- Vacate Photos
- Replacement Site Photos
- R-96 – Relocation Advisory Assistance Form

Should any additional information be needed to process this request, please contact me at 512-413-4012 or by email at Laurie.Miller@hdrinc.com.

Respectfully,

Laurie Miller

Laurie Miller, R/W-RAC, R/W-URAC
HDR Engineering, Inc.

CERTIFICATION OF ELIGIBILITY

Highway: CR 176
Parcel: 5
Displacee: Thomas D. Diaz, III and Melissa R. Sharpe-Diaz

Individuals, Families and Unincorporated Businesses or Farming Operations

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.

Thomas D. Diaz, III — Date:2/9/18

Melissa R. Sharpe-Diaz — Date:2/9/18

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

Claimant — Date:_____

CLAIM FOR FIXED MOVING EXPENSE PAYMENT - INDIVIDUALS AND FAMILIES

1. Name of Claimant(s): Thomas and Melissa Diaz	Parcel No.: 5		County: Williamson	
	ROW CSJ: N/A		Project No.: CR 176	
	4. Occupancy of Property Acquired by State			
	From (Date): 2/2013		To (Date of Move): 7/2020	
	5. Controlling Dates	Mo.	Day	Yr.
	a. First Offer in Negotiations	10	12	2017
2. Address of Property Acquired by State: 656 CR 176 Georgetown, TX 78628	b. Date Property Acquired	TBD		
	c. Date Required to Move	TBD		
	6. Dwelling:(house, apartment, etc.) House ☒ Owner-occupied ☐ Furnished ☐ Tenant ☐ Unfurnished			
Apt. No.:				
3. Address Moved To: 401 CR 226 Florence, TX 76527	(1) Number of Rooms: 9 (2) Payment Schedule Amount $ 2,050.00 (3) Total Amount of Claim: $ 2,050.00			
Apt. No.:				

7. Payment of this claim in the amount shown in Block 6 (3) is requested. I certify that I have not submitted any other claim for, or received reimbursement or compensation for, any item of expense pursuant to this claim. I further certify that all information shown above is true and correct.

10/19/2020
Date of Claim

Thomas D. Diaz III
Claimant

Melissa Diaz
Claimant

Spaces Below to be Completed by State

8. Type occupancy and number of rooms verified prior to move on: Date: 2/19/18 By: _____ Signature	9. Vacancy verified on: Date: 10/19/20 By: Laurie Miller Signature

I certify that I have examined this claim and found it to conform to the applicable laws and regulations governing relocation assistance payments. I further certify the computation of the payment and the information as shown herein is correct. This claim is recommended for payment. This claim is recommended for payment as follows:

Amount of $ 2,050.00

_____ Date

_____ Williamson County

Breakdown of Room Count Claim

Print or Type All Information		
Room Description	**Number of Rooms in Unit**	**Number of Rooms in Claim**
Living Room	1	1
Dining Room	1	1
Kitchen	1	1
Family Room		
Bedroom	3	3
Study		
Kitchen-Den 7/8		
Living Room-Den		
Den		
Living Room-Dining Room		
Sleeping Room		
Others		
Basement		
Garage		
Laundry Room	1	1
Attic		
Outside – Patio Furniture, Yard tools, Tools, Lawn Mover ect…	2	2
Total	9	9

Remarks: (Where totals in the two columns differ by line item explain in "Remarks")

Signed Laurie Miller

RELOCATION ADVISORY ASSISTANCE - PARCEL RECORD

Form ROW-R-96
(Rev. 02/12)

Use Separate Form for Each Displaced Family Unit or Business/Farm/Non-Profit (Print or Type All Information)		
Displacee's Name (Include Spouse's Name): Thomas & Melissa Diaz	ROW CSJ: N/A Parcel No: 5	County: Williamson Project No.: N/A
Original Address (Place of Displacement): 656 CR 176, Georgetown, TX Phone No.: 512-876-9315 Site or Apt. No.: N/A	New Address: 401 CR 226 Florence, TX 76527 Phone No.: Site or Apt. No.:	
Gender: ☒ Male ☒ Female	ADA Considerations / Special Needs: The Diaz's have three (3) specal need children ages 6, 9 and 16.	Ethnic Code: ☐ White ☐ Black ☒ Hispanic ☐ Asian or Pacific Islander ☐ American Indian/Alaskan Native ☐ Other
Fee Interest Before Displacement: ☒ Owner ☐ Tenant		Fee Interest After Relocation: ☒ Owner ☐ Tenant

Existing Lease	Replacement Lease
Date signed: N/A	Date signed: N/A
Duration: N/A	Duration: N/A
Lease amount: $N/A	Lease amount: $N/A
Utilities included? ☐ yes ☐ no	Utilities included? ☐ yes ☐ no

Business, Farm or Nonprofit Organization

Type of Activity: N/A		☐ Continued ☐ Terminated
Last two years income: Year 1: $ N/A	Year 2: $ N/A	

Residential Displacements

Type of Property (Single Detached, Multi-Family, etc.)	Number of Persons Actually Living in Dwelling:
Single Family Dwelling	6

Age/Sex/Relationship of Other Household Occupants:
Thomas Diaz, IIII - 21 yrs / Male / Son
Gabriel Diaz - 16 yrs / Male /Son
Corwin Diaz - 9 yrs / Male / Son
Joaquin Diaz - 6 yrs / Male / Son

Total Number of Rooms in Subject: 7 plus 2 rooms outside for 9 total	Number of Bedrooms: 3	Number of Bathrooms: 2	Number of Rooms Occupied: 7	Living Space (Sq. ft.): 1965

Displacee Income:

1. Occupation (Where & What): Owner Occupied
2. Gross Last 12 Months $ N/A
3. Other sources of eligible income: N/A
4. Welfare (Source & Amounts): N/A

The information contained within this form is being collected to allow the Agency to provide the best possible advisory services and to help identify all possible relocation benefits the displacee(s) is/are eligible for. By signing below I certify, to the best of my knowledge, that all the foregoing information is current and accurate and that no information has been withheld or omitted.

Displacee Signature: Thomas D. Diaz III Date: 10/2/2020

Displacee Name (printed): Thomas & Melissa Diaz Title: Owner

Relocation Agent Use Only

Reason displacee verification not included:	Date move plan received/approved:
N/A	

Relocation Agent's Signature: Laurie Miller Date: 10/2/2020

Relocation Agents' Name (printed): Laurie Miller, R/W-RAC, R/W-URAC

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Relocation Agent Use Only (continued)			
Date of Occupancy: 2/2013	Date Required to Move: November 26, 2018	Actual Date of Move:	Distance of Move:
Date Notified of Availability of Relocation Payments and Assistance (Services):			
Date Displacee Offered Assistance in Locating Replacement Housing or Operating Facility:			
Name of Other Agencies Assisting in Relocation: N/A			
Date of 90 day notice: April 17, 2018		Method used to verify certificate of eligibility:	
Date of 30 day notice: October 25, 2018		Date of initiation of negotiations:	
Method used to verify income: N/A		Translator needed? ☐ Yes ☒ No: Language of displacee: English	

Date and Substance of Follow-up Contacts (Use extra pages if necessary):

2/9/18 I met with Mr. & Mrs. Diaz and their attorney Mary Sanchez at the HDR office on Chevy Chase. I explained that Williamson County made the decision to make them eligible for relocation benefits. We dicussed how the projet impacts their residence, leaving it 28 feet from proposed ROW and that they are being compensated for demolition of the water well, septic system and residnece. The Diaz's are currently obtaining bids to confirm the cost for demo and plan to counteroffer. I explained residental relocaiton benefits being the 1) RHP and discussed how the benefit payment is caluculated using fictisious amounts; 2) Moving benefits and reivewed the options they have for moving; 3) incidentials and 4) increased mortgage interest payment. I showed Tom and Melissa the aerial view of the acquisition which shows two out buildings. I identited the buildings as not being physically on their property and asked if they occupied either. Tom explained the building to the right of the residence is used as a goat barn where they house their 20+ goats plus feed and equipment. On the backside of the barn is large tractor belonging to Tom which he uses on the property. The 2nd building to the left of the residence is used for storage. Tom and Melissa state the buildings and land belong to Irma Diaz who is Tom's mother.

I obtained Melissa's email address so I could email her further questions regarding the goats. We completed the initial interview form, and discussed advisory services. When disucssing the needs of their children, Melissa and Tom expressed concern with the replacement house not being in Round Rock ISD which is the school their oldest son attends due to needing special needs learning classes. The Diaz family states they have to stay in the Round Rock ISD area in order for their children to continue to receive the special learing that RR ISD offers. I explained again the method of locating a relacement home and that the home will be avialable to them if they were interested in viewing.

2/19/18
I met with Tom and Melissa at the displacment site today to take pictures and confirm the room count. We again disucssed the RHP and process for computing the housting supplement payment. The residence has 1 bedroom (master) downstairs along with the living room, dinning room, kitchen, laundry area and walk in pantry which was converted from a 1/2 bath. The side yard off the living room houses the chicken coop and currently a pet pig called tinkerbell. The Diaz family currently have chickens, goats, a pig, 3 dogs a cat and 1 indoor rabbit. I explained that we are putting together the housing supplement to present to the Comminssions Court next Tuesday, and that I would contact them when I have an approved RHP.

5/21/18
Call with Mary Sanchez who discussed replacement housing. She said her clients are unabale to locate a home within the price of the comparable and asked what should they do. I responded that they have to look and that their move is technically optional. Mary reiterated that her clients couldn't find a replacement home for the RHP price. I stated they were available when we conducted the search. Mary said the comp chosen was not available when the 90 day notice was presented. I corrected her and said it was available on the date the letter was emailed to her, and at our meeting nearly 3-4 weeks later it was under contract taking backup offers. Mary said she was on vacation this week and would have her clients discuss available comps with their Realtor and call me next week.

6/1/18
Call with Tom regarding replacement sites. he said they are unable to locate a home for $295K but found one for $300K. I explained that in that case they have two options. 1) if they are unable to negotiate the price down to $295 they can either obtain a mortgage for the differnce or 2) they can pay the overage at closing and not have a mortgage. I explained if they do

end up financing the overage they are eligible for the interest differential payment we discuss prior. I also said that the County would reimburse them for typlical buyer closing costs. Tom said he would speak with the seller to see if they would be willing to come down, and repair the electrical wiring so it will pass DS&S.

6/4/18
I returned a call to Mary Sanchez (atty) and left her a message to call back.
From 6/24/19 - 10/3/19 - I have been in contact with Mr. & Mrs. Diaz. We have text messaged, emailed and a couple of phone calls. The Diaz's are waiting to move into their new home that is still under contruction. I contacted Mr. Diaz on 10/2/19 to see if they have received a date for completion of the build of their new home. Mr. Diaz said the septic system and the electrical is being installed now and then there are some minor things that still need to be done and as soon as he finds out when the contractor can give him a date when they can occupy the home he will let me know.

Commissioners Court - Regular Session **89.**

Meeting Date: 11/17/2020

Release of Easement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Quitclaim Release of Easement for a 60-foot wide road easement, from the south r.o.w. line of CR 176 to the north r.o.w. line of Buck Bend in the Whitetail Subdivision.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Whiteoak Release of Easement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/12/2020 11:34 AM

Form Started By: Charlie Crossfield Started On: 11/12/2020 11:28 AM

Final Approval Date: 11/12/2020

QUITCLAIM RELEASE OF EASEMENT

Date: _____, 2020

Releasor/Easement Owner: WILLIAMSON COUNTY, TEXAS

Releasor's Mailing Address (including county):

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

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration.

Property (with any improvements):

An easement for public roadway purposes in, over, across and upon that portion of property as described and shown in Exhibit "A" attached hereto and made a part hereof for all purposes.

For valuable consideration, the receipt of which is hereby acknowledged, Releasor/Easement Williamson County does abandon, release, discharge, and quitclaim all of its right, title, and interest in and to the Property forever. Neither Releasor/Easement Owner nor its successors or assigns shall have, claim, or demand any right or title in and to the Property or any part of it whatsoever.

This Quitclaim is made subject to the continued rights of existing utilities, if any, as provided by law, and any required adjustment will be at no cost to the Releasor. In addition, this Quitclaim is subject to all matters of public record and to all easements, leases, agreements or licenses, or other interests which affect the Property, and to any matter which would be disclosed by title examination, survey, investigation or inquiry, including but not limited to the rights of parties in possession.

This Quitclaim Release of Easement is given specifically and to release the roadway easement across the property shown on Exhibit "A" held by Williamson County for the benefit of the traveling public.

When the context requires, singular nouns and pronouns include the plural.

[signature page follows]

EXECUTED on this the _____ day of _____, 2020.

RELEASOR/EASEMENT OWNER:

WILLIAMSON COUNTY, TEXAS

By:_____
_____, County Judge

Acknowledgment

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 2020 by _____, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

After recording return to:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

Exhibit "A"

A 60 foot wide road easement, from the south right-of-way line of County Road 176 to the north right-of-way line of Buck Bend, along the east boundary line of Whitetail, a subdivision in Williamson County, Texas, according to the plat recorded in Cabinet C, Slides 117-122, Official Public Records, Williamson County, Texas.

Re-Sub Lot 43
Whitetail Subdivision
SEE CABINET K, SLIDE 236

WHITETAIL

Vacation Lot 40, Whitetail
Cabinet C, Slides 117-22
Volume 2576, page 572,
Official Records, WCT
Re-sub Cabinet L, Sl. 122/3

6574

FILED FOR RECORD
at 10:50 o'clock A M.
SEP 8 1975
DICK CERVENKA
Clerk County Court, Williamson Co., Tex.
By Bertrude Behrens Deputy

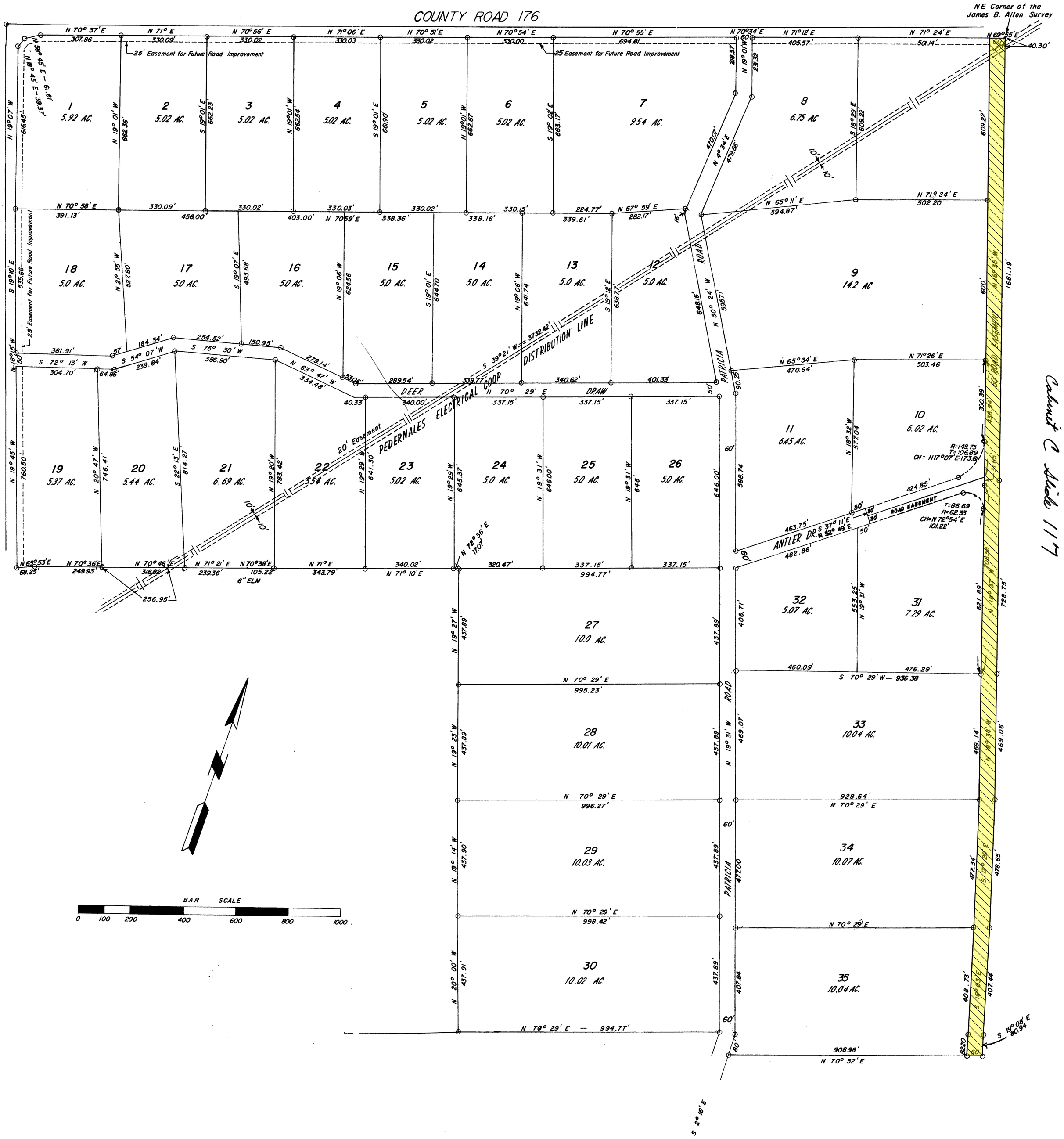
See Resub of Lot 2, Cab. F, Slide 374
Resub of Lots 9, 10 & 11, Cab. H, Slide 304
Resub of Lot 26, Cab. G, Slide 200
Resub of Lot 38, Cab. F, Slide 247
Resub of Lots 48 & 49, Cab.G, Slide 346
Resub of Lot 52, Cab. F, Slide 378
Resub of Lot 53, Cab. H, Slide 204
Resub of Lot 61, Cab. J. Slide 87
Resub of Lot 63 & 64, Cab. H, Slide 172

592.23 Acres in Williamson County, Texas

Variance granted for Lots 4 & 5
11/1/94, COMMISSIONERS COURT
MINUTES, VOL. 69, PG. 257

Resubdivision part Lot 41
Cabinet L, Slides 147 & 148
diled 8-24-94

Vacation Lot 40 7/26/94,
COMISSIONERS COURT MINUTES
Vol. 66, Pg. 808



Cabinet C Slide 117

WHITETAIL

Vacation of Lot 37, 9/27/94
Comm. Court minutes, Vol. 68, Pg. 319

4-23-02 Commissioners Court Agenda Item 21 Public Hearing to Re-sub Lot 37, Agenda Item 22 approved Re-sub

JAMES B. ALLEN SURVEY A--36

A. CARR SURVEY A--122

MATCH LINE

MATCH LINE

60' ROAD EASEMENT

FAUBION DRIVE

DOE RUN

BUCK BEND

Calumet C Slide 118

I, Russell D. Parker, do hereby certify that this plat of Whitetail was prepared by me based on an actual survey made upon the ground, marking all corners with iron stakes, and that to the best of my knowledge and belief, said plat is true and correct. 21st day of Aug., 1975.

Russell D. Parker
RUSSELL D. PARKER
Registered Public Surveyor No. 1661

NOTE: All dwellings must be connected to a sanitary sewer system or septic tank meeting the specifications of the State Health Department.
Total length of all roads — 18,950 feet.

Commissioners Court - Regular Session **90.**

Meeting Date: 11/17/2020

Williamson County and Cities Health District Discussion

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Williamson County's ongoing relationship with the Williamson County and Cities Health District and establishing a committee for said evaluation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	11/05/2020 02:13 PM
Form Started By: Andrea Schiele		Started On: 11/05/2020 02:08 PM
Final Approval Date: 11/05/2020		

Commissioners Court - Regular Session **91.**

Meeting Date: 11/17/2020

Redistricting in Williamson County

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on establishing a committee of three (3) for the redistricting of Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	11/12/2020 08:47 AM
Form Started By: Andrea Schiele		Started On: 11/12/2020 08:44 AM
Final Approval Date: 11/12/2020		

Commissioners Court - Regular Session **92.**

Meeting Date: 11/17/2020

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 CR 110 Middle.
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 White Oak Quitclaim Release of Easement
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	11/12/2020 11:36 AM
Form Started By: Charlie Crossfield		Started On: 11/12/2020 11:33 AM
Final Approval Date: 11/12/2020		

Commissioners Court - Regular Session **93.**

Meeting Date: 11/17/2020

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
n) Project Crystal

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/12/2020 11:38 AM

Form Started By: Charlie Crossfield Started On: 11/12/2020 11:34 AM

Final Approval Date: 11/12/2020